



STATE OF ARKANSAS
DEPARTMENT OF CORRECTIONS
1302 Pike Avenue, Suite C
North Little Rock, Arkansas 72114

REQUEST FOR PROPOSAL
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	DOC-24-004	Solicitation Issued:	February 20, 2024
Description:	Comprehensive Medical Services		
Department:	Arkansas Department of Corrections		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Proposal Opening Date:	March 27, 2024	Proposal Opening Time:	2:00 PM, Central Time
Proposal submissions for this Request for Proposal must be submitted through ARBuy, the State's eProcurement system. It can be accessed at arbuy.arkansas.gov . Proposals received after the submission deadline may be rejected as untimely.			

LIVE PROPOSAL OPENING INFORMATION	
Teams Meeting Link:	Click here to join the meeting
Meeting ID:	296 588 806 822
Passcode:	PW8K4A
Call in (audio only):	501.244.3310 or find a local number
Phone conference ID:	796 969 659#

TSS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
DOC Contact:	Heather Bailey	DOC Contact Direct Phone Number:	501-393-9153
Email Address:	Heather.Bailey@arkansas.gov		
Solicitation Posting Website:	transform.ar.gov/procurement/		

The Contractor **shall** be registered with the State of Arkansas to receive information about bid opportunities. If not registered, click [here](#).

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SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Department of Corrections (“DOC” or “Department”) to obtain pricing and a contract for Comprehensive Medical Services.

The Contract will be awarded to the Prospective Contractor determined to have submitted the proposal that is the most responsive and responsible for the State. Direct all questions, comments, or concerns regarding this solicitation to the contact listed on page one of this document.

1.2 OBJECTIVE AND GOALS

- A. The Arkansas Department of Corrections (DOC) seeks to contract for Comprehensive Medical Services (excluding inpatient hospitalizations lasting greater than twenty-four (24) hours), Comprehensive Dental Services, comprehensive pharmacy services, and comprehensive mental health services for a population of:
- 16,000 +/- Inmates.
 - 39 +/- jail detainees.
 - 336 +/- Inmates in the custody of Arkansas Division of Correction (ADC) who are housed in county jails as part of a program (Act 309 as per AR Code § 12-30-401 et seq).
 - 1,600 +/- Inmates in the custody of the Division of Community Correction (ACC).
- B. Services provided **must** be in accordance with proven standards of care, Arkansas Department of Health (ADH), and American Correctional Association (ACA) standards. The DOC requires a collaborative relationship between the Contractor and DOC staff. The successful Contractor and DOC will communicate to develop and implement a health care plan with clear objectives, policies, and procedures with ongoing internal and external quality assurance audits, and to ensure staff awareness and compliance with DOC policy and procedures.
- C. The Medical Services contract will be monitored by Utilization Management (UM) with full reporting and accountability to the DOC Administration.
- D. The Comprehensive Medical Services will include continuing DOC Inmate and security staff training and individual Inmate health education. The program will also require continuing medical education, Correctional training, and Emergency drills for health care staff.
- E. There will be complete and accurate records of care, including electronic medical records, to collect and analyze health statistics on a regular basis, and to report as required to the Secretary of the Arkansas Department of Corrections or designee(s), the Board of Corrections, and to State regulatory boards and commissions as determined by DOC.
- F. The Contractor will utilize Medicaid and private insurance as available to operate the Medical Services program in a humane manner with respect to Inmates’ right to reasonable and necessary Medical Services, and to respond promptly and appropriately to Inmate requests and Grievances.
- G. Substance use (excluding Medication Assisted Treatment (MAT)) and sex offender treatment programs are not part of this RFP.
- H. Any terms or language that are currently used differently yet mean the same as a Prospective Contractor uses, then DOC may accept the Prospective Contractor term or language for the purposes of a response to this RFP.

1.3 BACKGROUND AND CURRENT ENVIRONMENT

- A. The Department of Corrections Inmate demographics are made up of the following:
1. Sex of Inmates is 91.5% male and 8.5% female.
 2. Race of Inmates is 54.3% Caucasian, 41.3% African American, 3.4% Hispanic and 1.0% other races.
 3. The average age of the Inmates is 40 for males and 38 for females.
- B. The custody level of Inmates is made up of the following:
1. Maximum – 34.4%
 2. Medium – 22.2%
 3. Minimum – 43.3%
 4. Unclassified – less than 0.1%
- C. The Inmate sentencing data includes the following information from State Fiscal Year 2023:
1. 5,577 total Inmates admitted.
 2. 4,670 total Inmates released.
 3. 1,243 total Inmates serving life.
 4. 26 Inmates serving death.
 5. The average juvenile population is 7.
 6. The average length of sentence for population is 20 years, 10 months, and 3 days.
 7. The average length of a sentence for admission is 9 years, 4 months, and 18 days.
 8. The average length of time served is 5 years, 1 month, and 10 days.
- D. The population numbers are not guaranteed.
- E. The Contractor **shall** provide services at the rate quoted in this RFP, to any additional Inmates housed in ADC or ACC Facilities.
- F. The DOC guarantees that monthly reimbursements **must** have a floor of the quoted rate times ninety-five percent (95%) of ADC's rated capacity and ninety-five percent (95%) of ACC's rated capacity each month as established or adjusted by the Board of Corrections.
- G. The ADC and ACC operate the Facilities as listed below.

ADC HOUSING GROUP	LOCATION	CUSTODY	GENDER	Rated Bed Capacity
Act 309 AR Code § 12-30-401 et seq (Statewide)	County Jails	Minimum	M and F	366
Arkansas Law Enforcement Training Academy (ALETA)	Camden	Minimum	M	20
Ark. State Police HQ	Little Rock	Minimum	M	65
Benton Unit	Benton	Minimum	M	325
Cummins Unit	Grady	Medium/Max	M	1,888
Delta Regional Unit (ADC)	Dermott	Minimum/Max	M	614

Delta Reg (County Jail)	Dermott	All	M	4
East Ark Regional Unit (ADC)	Brickeys	Medium/Max	M	1,579
East Ark Regional (County Jail)	Brickeys	All	M	35
Ester Unit	Pine Bluff	Minimum/Max	M	611
Grimes Unit	Newport	Medium/Max	M	1,028
R. L. Williams Unit	Pine Bluff	Minimum/Max	M	570
Maximum Security Unit	Tucker	Maximum	M	532
McPherson Unit	Newport	Medium/Max	F	964
Mississippi Co Work Release	Luxora	Minimum	M	161
North Central Unit	Calico Rock	Minimum/Max	M	830
Northwest Ark Work Release	Springdale	Minimum	M	100
Ouachita River Correctional Unit	Malvern	Minimum/Max	M	1,897
Pine Bluff Unit	Pine Bluff	Minimum/Max	M	546
Pine Bluff Reentry	Pine Bluff	Minimum	M	54
Texarkana Regional Correction Center	Texarkana	Minimum	M	134
Tucker Unit	Tucker	Medium/Max	M	1,006
Wrightsville Unit	Wrightsville	Minimum/Max	M	850
Wrightsville Hawkins Male	Wrightsville	Medium	M	200
Hawkins Unit	Wrightsville	All	F	256
Varner Unit	Grady	Maximum/ Super Max	M	1,630
ACC HOUSING GROUP Community Correction Centers	LOCATION	CUSTODY	GENDER	Rated Bed Capacity
Central Ark CCC	Little Rock	Minimum	M	170
East Central Ark CCC	West Memphis	Minimum	F	450
Southwest Ark CCC	Texarkana	Minimum	M and F	540
Omega Unit	Malvern	Minimum	M	372
Northwest Ark CCC	Fayetteville	Minimum	M	114
Northeast Ark CCC	Osceola	Minimum	M	260
**White River Ark CCC	Batesville	Minimum	M	175

** Anticipated Open Date: May 2024

1.4 TYPE OF CONTRACT

- A. As a result of this RFP, the Department intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is July 1, 2024, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resultant contract will be for two (2) years, unless sooner terminated by the Department for cause or convenience. At the Department's discretion, the contract may be renewed by DOC for up to eight (8) additional consecutive one-year terms or portions thereof, each cancellable by the DOC for cause or convenience, not to exceed a total aggregate contract term of ten (10)

consecutive years, by providing written notice of renewal prior to expiration of each one-year term. Renewal and cancellation of the contract both require prior approval by the Board of Corrections.

- D. Pursuant to Arkansas Code Annotated § 12-27-142, the Division of Correction and the Division of Community Correction may enter into professional services contracts for Medical Services for a contract period not to exceed ten (10) years.

1.5 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. "Access" as referenced in this RFP, is the establishing of a means by which medical services are made available to Inmates on-site or off-site twenty-four (24) hours per day, seven (7) days per week, 365 days per year.
- C. "American Correctional Association (ACA)" is an international accreditation entity that establishes standards for and conducts audits of Correctional programs to assess their administration and management, physical facility, operations and services, Inmate programs, staff training, medical services, sanitation, use of segregation and detention, incidents of violence, crowding, Inmate activity levels, and provision of basic services which may impact the life, safety, and health of Inmates and staff.
- D. "Average Daily Population" is the number calculated by adding all the daily prison populations in a given month and then dividing that monthly total by the number of days in the month. Each division (ADC, ACC, and Act 309 as per AR Code § 12-30-401 et seq) have their own daily average population.
- E. "Calendar Day" means every day on the calendar, including weekends and holidays.
- F. "Communicable Disease" means an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or via an animal, vector, or the inanimate environment to a susceptible animal or human host.
- G. "Comprehensive Dental Services" includes not only traditional treatment of dental disease but also prevention and early detection. Services include but are not limited to extractions, restorations, oral surgery, prosthetics, and other procedures needed for mastication and associated treatment necessary to maintain the Inmate's health status.
- H. "Comprehensive Medical Services" or "Medical Services" includes not only the traditional care of the acutely or chronically ill Patient, but also the prevention and early detection of disease and the rehabilitation of the disabled. Services will include but are not limited to the following: routine and emergent medical examinations and treatment, dental services, laboratory services, mental health services (e.g., psychiatric evaluations, psychiatric medication management, psychological screening, counseling services, suicide risk assessment and prevention services, medical Referrals, and Medication-Assisted Treatment (MAT)), pharmacy services, inpatient services, radiology services, and Referrals for specialty services.
- I. "Confidential" means to keep secure and separate from others, information given by or about an individual in the course of a healthcare related Encounter. This includes any personal information whether written, electronic, or verbal.
- J. "Continuous Quality Improvement (CQI)" analyzes the Patient care to provide better, more efficient healthcare by using processes that encourage all health care teams to continuously ask the questions, "How are we doing?" and "Can we do it better?"
- K. "Contractor" means a legally qualified corporation, partnership, or other entity submitting a proposal pursuant to this RFP that will be performing as the Contractor under any resultant contract.

- L. "Correctional" means relating to the punishment of criminals in a way intended to rectify their behavior.
- M. "Correctional Facilities" means all State and privately owned and operated Facilities that are accredited by the American Correctional Association (ACA). Maintenance of accreditation in all Facilities is a paramount priority of the Department.
- N. "Corrections Security Log" is a designated book where anyone entering an isolation area for any reason is required to sign, stating the date, time, and nature of their visit.
- O. "Corrective Action Plan (CAP)" means the Contractor's comprehensive written response to any deficiencies discovered during contract monitoring, and plan for remediation of those deficiencies within a stated timeframe.
- P. "Department" encompasses the Board of Corrections, the Department of Corrections cabinet, the Division of Correction, the Division of Community Corrections, and all other entities under the Department of Corrections umbrella.
- Q. "Electronic Health Record (EHR)" means a digital version of a Patient's medical chart.
- R. "Emergency" means a medical condition exists when an Inmate manifests acute symptoms, signs, or both and that, by reasonable medical judgment, represent a condition of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in death, serious impairment of bodily function or major organ system, and/or serious jeopardy to the overall health of the Inmate.
- S. "Encounter" means any interaction for medical services between an Inmate and a medical Provider. The record of health care services rendered by an authorized Provider(s) to an Inmate is entered as an Encounter note.
- T. "Epidemic" means a widespread occurrence of an infectious disease in a community at a particular time.
- U. "eOMIS" is the electronic Offender Management Information System used by the Arkansas Department of Corrections for statewide offender management solutions, including Inmate's electronic medical records.
- V. "Facility" is a prison or other place of incarceration operated by DOC as a single entity to confine convicted felons sentenced to the State's custody. A single Facility is overseen by a single warden who operates all divisions of that Facility as a unit under his/her command.
- W. "Formulary" means a list of generic and brand name medications that are available for a Provider to order without prior authorization.
- X. "Full-Time Equivalent (FTE)" means employment in terms of number of hours per week employed, as defined elsewhere. One FTE equals one full-time employment position delivering forty (40) hours of work per workweek, or 2,080 hours annually.
- Y. "Fiscal Year (FY)" means the Fiscal Year for the State of Arkansas. The State of Arkansas Fiscal Year is defined as July 1 through June 30 of the next year.
- Z. "Grievance" per Arkansas Code Annotated § 004-00-93, Rule 1, means a written complaint by an Inmate on the Inmate's own behalf regarding: 1. A policy applicable within his or her unit/center of assignment which personally affects the grievant; 2. A condition in the unit/center that personally affects the grievant; 3. An action involving an Inmate(s) of his or her Institution which personally affects the grievant; 4. An action of employee(s) of his or her Institution which personally affects the grievant; 5. An incident occurring within his or her Institution which personally affects the grievant.

This term does not include a complaint relating to a parole matter. There is a separate procedure for appealing disciplinary action, and the Grievance procedure **shall** not be used to appeal disciplinary action.

- AA. "Health Services Programs" are established to promote and maintain the physical and mental health of Inmates in the custody of the DOC. These include, but are not limited to, Drug and Alcohol Treatment programs, Sex Offender Treatment Programs, Chronic Care Clinics, Mental Health Treatment, Dental Hygiene, and Specialty Health Clinics.
- BB. "Information Technology (IT)" means the Department's IT Division that provides technology tools to assist Department personnel in meeting the DOC's organizational goals. The DOC IT department is provided backup from the State of Arkansas's Department of Information Technology (DoIT) is a cabinet-level executive Department that manages computer systems, planning, hardware, software, and network services.
- CC. "Inmate Medical Copay" means a specified dollar amount set by the Board of Corrections to be charged for Inmate-initiated Medical Services.
- DD. "Inmates" means all persons, male and female, residing in Institutions, or admitted or committed to the care and custody of the DOC.
- EE. "Institutions" means all DOC's Correctional Facilities, including privately or Contractor operated Institutions where DOC Inmates are housed.
- FF. "Mandatory Positions" means those minimum numbers of vital positions that are considered the highest priority for being filled at all times at all Facilities such as health administrators, medical directors, physicians, directors of nursing, qualified healthcare Providers, nurses, dentists, psychiatric nurse practitioners, and psychiatrists both at the individual site and regional office. These positions are generally available to use in covering hours elsewhere at another location at DOC.
- GG. "Medical Negligence" means failure to respond and provide health care that results in injury, illness, disability, or death of an Inmate.
- HH. "Medically Indicated" means Medical Services that a healthcare Provider, exercising prudent clinical judgment, would provide to an Inmate for the purpose of evaluating, diagnosing, or treating an illness, injury, disease, and which is:
- Consistent with symptom, diagnosis, and treatment of the Inmate's condition.
 - Provided in accordance with generally accepted standards of medical practice and health care standards in Arkansas.
 - Not primarily intended as cosmetic, for the convenience of the Inmate or the health care Provider.
 - The most appropriate level of Facility, supply, or service necessary for the diagnosis and treatment of the Inmate's condition.
 - Approved by the appropriate medical body or health care specialty involved as effective, appropriate, and essential for the care and treatment of the Inmate's condition to diagnose, prevent the worsening of, alleviate, correct, or cure Inmate conditions that endanger life or health, cause suffering or pain, cause physical deformity or malfunction, threaten to cause, or aggravate a handicap, or result in illness or infirmity of an Inmate.
- II. "Medication Assisted Treatment (MAT)" is the use of medications, in combination with counseling and behavioral therapies, to provide a 'whole Patient' approach to the treatment of substance use disorders.
- JJ. "Mid-Level Practitioner" means a non-physician health care worker who has less training than a physician, but more training than a nurse or medical assistant, who is able to assess, diagnose, and treat. Examples of a Mid-Level Practitioner are a Physician Assistant (PA) and a Nurse Practitioner (NP)

- KK. "Office of the Secretary" is the executive head of the Department of Corrections, as per Arkansas Code Annotated § 25-43-403.
- LL. "Outside Medical Services" means those outpatient services, excluding hospitalization, that are provided by medical personnel not obtained or employed by the Contractor pursuant to the staffing plan, e.g., cardiology specialist, and exclusive of tertiary medical services.
- MM. "Pandemic" means a disease outbreak that spreads across countries or continents. It affects more people and takes more lives than an epidemic.
- NN. "Par Level" means the minimum and maximum quality limits that are set for medications and supplies.
- OO. "Patient" means any person receiving medical, dental, pharmacy, or mental health treatment from a trained and licensed professional.
- PP. "Personal Protective Equipment" means equipment worn to minimize exposure to hazards that cause serious workplace injuries or illnesses.
- QQ. "Pill Call" means a designated time when medications that **must** be administered by a licensed nurse are provided for the Inmate population.
- RR. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this Solicitation.
- SS. "Proposal Submission Requirement" means a task a Prospective Contractor **shall** complete when submitting a proposal response.
- TT. "Prostate Screening" means a prostate specific antigen test.
- UU. "Provider" may refer to either a medical doctor or Mid-Level Practitioner, Nurse Practitioner or Physician Assistant.
- VV. "Purified Protein Derivative (PPD)" means a purified protein used in the Mantoux test for Mycobacterium tuberculosis testing.
- WW. "Referral" means any specialty, inpatient, outpatient, or laboratory services that a physician, mid-level practitioner, or dentist orders or arranges, but does not provide directly.
- XX. The terms "Inmate" and Patient" are used synonymously in this RFP as it refers to the individual.
- YY. The terms "Request for Proposal," "RFP," and "Solicitation" are used synonymously in this document.
- ZZ. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- AAA. "Residential Program Unit (RPU)" means any extended treatment or hospitalization-level unit to provide acute mental health care, that may include involuntary treatment and therapeutic intervention. The residential units, located at the Ouachita River Unit for males and the McPherson unit for females, provide acute and chronic care beds for male and female Inmates with psychiatric conditions which require higher levels of care than in the general population.
- BBB. "Responsive Proposal" means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.
- CCC. "Serious Mental Illness" means a mental, behavioral, or emotional disorder resulting in serious functional impairment, which substantially interferes with or limits one or more major life activities.
- DDD. "**Shall**" and "**must**" mean the imperative and are used to identify Requirements.

- EEE. “Sick Call” means the care provided to an individual who presents non-Emergency health care requests that are evaluated and treated, preferably in a clinical setting, but in any case, safeguarding privacy, and medical Confidentiality to the extent possible.
- FFF. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- GGG. “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 Department using such a contract.
- HHH. “Telehealth” is a term used herein conventionally and without precise definition, to encompass a broad concept of remote health care that does not always involve clinical services and can include telemedicine and telepsychiatry.
- III. “Tuberculin Skin Test (TST)” is administered to detect the presence of Mycobacterium tuberculosis, the bacterium that causes tuberculosis (TB).
- JJJ. “Utilization Management (UM)” means a process of assisting in the planning, coordination, monitoring, and evaluation of medical services for a Patient with emphasis on quality of care, continuity of services, and cost-effectiveness.
- KKK. “Working Days” means Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Time, excluding [State Holidays](#).

1.6 ACRONYMS USED BY DEPARTMENT

ACRONYM	TRANSLATION
ACA	American Correctional Association
ACC	Arkansas Division of Community Correction
ADC	Arkansas Division of Correction
ADH	Arkansas Department of Health
ALETA	Arkansas Law Enforcement Training Academy
ASP	Arkansas State Police
CAP	Corrective Action Plan
CCC	Community Correction Centers
CMA	Certified Medical Assistant
CNA	Certified Nursing Assistant
CQI	Continuous Quality Improvement
DHS	Department of Human Services
DOC	Department of Corrections
EHR	Electronic Health Record
EMS	Emergency Medical Services
eMAR	Electronic Medication Administration Record
eOMIS	Electronic Offender Management Information System
FTE	Full-Time Equivalent
HSA	Health Services Administrator
HSR	Health Services Request
IT	Information Technology
LPN	Licensed Practical Nurse
MAR	Medication Administration Report
MAT	Medication-Assisted Treatment program
MD	Doctor of Medicine
MRC	Medical Records Clerk
NP	Nurse Practitioner
OMS	Offender Management System

OPM	On-Person Medications
ORCU	Ouachita River Correctional Unit
OSR	Outpatient Specialty Referral
OTC	Over-the-Counter medications
P&T	Pharmacy & Therapeutics Committee
PA	Physician Assistant
PIPM	Per Inmate Per Month
PPD	Purified Protein Derivative
PREA	Prison Rape Elimination Act of 2003
RHIT	Registered Health Information Technician
RN	Registered Nurse
RPR	Rapid Plasma Reagin
RPU	Residential Program Unit
SMI	Serious Mental Illness
SN-D	Special Needs Barrack D
SNU	Special Needs Unit
SCR	Sick Call Request
TB	Tuberculosis
TST	Tuberculin Skin Test

1.7 SOLICITATION SCHEDULE

For informational purposes, the Department is providing a Solicitation Schedule; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the State. All times are listed in Central Time.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE
RFP Release to Prospective Contractors	February 20, 2024
Mandatory Vendor Site Visits	March 4 – 8, 2024
Deadline for Prospective Contractor Questions	March 12, 2024
Answers to Questions Posted to ARBuy*	March 15, 2024
Proposal Due Date	March 27, 2024
Initial Proposal Evaluation*	March 29 – April 8, 2024
Oral Presentations	April 16 2024
Final Proposal Evaluation*	April 16, 2024
Negotiations, if needed*	April 23, 2024
Finalize Negotiations, if needed*	April 26, 2024
Post Anticipation to Award*	April 30 – May 14, 2024
Award Contract*	July 1, 2024

1.8 CLARIFICATION OF SOLICITATION

- A. Submit questions requesting clarification of information contained in this Solicitation via the Q&A form attached with the solicitation documents by the date and time listed in Table A.
 1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
 2. Prospective Contractors' written questions will be consolidated and responded to by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the Solicitation posting in ARBuy by the close of business on the date provided in Table A. If

Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.

- B. The Prospective Contractor should notify the individual listed on page one (1) of this document of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, Responsive Proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the individual listed on page one (1) of this document with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by the Department of Corrections will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the Department.
- E. Only an addendum written and authorized by the State will modify the Solicitation. An addendum posted within three (3) Calendar Days prior to the proposal opening may extend the proposal opening and may or may not include changes to the Solicitation.

1.9 RESPONSE DOCUMENTS

- A. All proposal responses **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at <https://arbuy.arkansas.gov>.
- B. *Technical Proposal Packet*
 - 1. The Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
 - 2. The following items are Proposal Submission Requirements and **must** be submitted as part of the Prospective Contractor's proposal response.
 - a. Signed *Proposal Signature Page*. The signature may be ink or digital. (See *Technical Proposal Packet*.)
 - b. Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
 - 1. The Technical Response **must** be limited to 400 pages, including attachments, and excluding the Proposal Signature page, the Submission Requirement Checklist, Additional Requirements Checklist, Proposed Subcontractors Form, and the Contract and Grant Disclosure.
 - 2. The Prospective Contractor **shall** provide documents listed on the *Additional Requirements Checklist* as attachments in a separate section, labeled Appendix, created by the Prospective Contractor. Attachments **must** be in a separate document that is behind the Technical Response Packet.
 - c. Completed *Pricing Response*. *Official Solicitation Price Sheet* attached as a separate Excel spreadsheet to the solicitation in ARBuy. Pricing **must** be in U.S. dollars and cents.
 - 1. Prospective Contractor **shall** submit proposal using a Per Inmate Per Month (PIPM) aggregate price quote for services. For more information, refer to RFP Section 2.25.
 - 2. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **shall** submit a unit price on the estimated quantity and unit of measure specified.

3. The Department may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Department quantities ordered at no more than the submitted Per Inmate Per Month (PIPM) rate.
 4. If pricing documents do not allow for accurate pricing, the Prospective Contractor should notify the individual listed on page one (1) of this document Procurement Specialist at least seventy-two (72) hours before the proposal opening time.
 5. Prices **must** be firm offers.
 6. A discount from list pricing is not acceptable unless requested elsewhere in the solicitation.
 7. State or local sales taxes **must not** be included in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the Pricing Response.
 - d. Proposed *Subcontractors' Form*. The utilization of any proposed subcontract is subject to approval by the Department.
 - e. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. *EO 98-04: Contract and Grant Disclosure Form*.
 - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable.
 4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- C. Redacted Copy of the *Technical Proposal Packet* and Completed *Pricing Response*. One (1) redacted (marked "REDACTED") copy the Prospective Contractor's proposal response.
- D. Prospective Contractors **shall not** alter language in Solicitation document(s) or *Official Proposal Price Sheet* provided by the State.
- E. Prospective Contractor's proposals **shall not** be altered or amended after the proposal opening except as permitted by law or rule.
- F. Prospective Contractors may submit multiple proposals.

1.10 PRIME CONTRACTOR RESPONSIBILITY

- A. The Contractor **shall not** assign the contract in whole or in part or any payment under the contract without prior written consent from the Department.
- B. The Contractor **shall** give the Department immediate written notice, by certified mail, to the DOC Health Services Administrator of any action which, in the opinion of the Contractor, may result in litigation related in any way to the contract or the State.

1.11 PUBLICITY

- A. News release(s) by a Prospective Contractor(s) pertaining to this RFP or any portion of the project **shall not** be made without prior written approval of the Department.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be rejected.
- C. The Department will not initiate any publicity relating to this procurement action before the contract award is complete.

1.12 PERFORMANCE SECURITY

- A. In order to assure full performance of all obligations imposed on a Contractor by contracting with the State, the Contractor **shall** provide an original performance security in an amount of ten million dollars (\$10,000,000.00) for Comprehensive Medical Services and **must** be submitted within thirty (30) Working Days from date of receipt of the State's public posting of Anticipation to Award a contract. Twenty percent (20%) of performance security **must** be in the form of a surety bond and the remaining amount a cashier's/certified check or a standard, irrevocable letter of credit from an Arkansas bank and made payable to the State of Arkansas. The surety bond **must** be in the form as is usually and customarily written and issued by surety companies and from a surety company licensed and authorized to do business in Arkansas. The performance security **must** be made out to the State of Arkansas and include the RFP number and contract period. The performance security will be on file with the Transformation and Shared Services Office of State Procurement.
- B. In the event of a breach of contract, (i.e., quality problems, late delivery, substitutions, non-performance, not meeting a requirement(s) of the contract) the State Procurement Official will notify the Contractor in writing of the default and may assess reasonable charges against the Contractor's performance security. If, after notification of default, the Contractor fails to remedy the State's damages within ten (10) Working Days, the State may initiate procedures for collection against the Contractor's performance security.
- C. The performance security will be released to the Contractor at the end of the contract.

1.13 INSURANCE

- A. The Contractor **shall** obtain, and maintain for the life of the contract, general liability, and professional liability, naming the State of Arkansas as an additionally named insured in the amount of \$2,000,000.00 per occurrence and \$10,000,000.00 aggregate. The Contractor **shall** notify DOC within thirty (30) Calendar Days if the policy is modified.
- B. The Contractor **shall** obtain, and maintain for the life of the contract, Worker's Compensation insurance to meet State of Arkansas statutory limits, which are \$100,000 for bodily injury/each accident, \$100,000 by disease for each employee, and \$50,000 by disease for the policy limit.
- C. The Contractor **shall** provide general liability, professional liability, and Worker's Compensation insurance, insuring the interests of all parties to the contract against all claims, which may arise out of the Contractor's operations under the terms of the contract. It is agreed that in the event of any carrier of such insurance exercises cancellation, written notice **must** be made immediately to the DOC of such cancellation and the Contractor's action to replace that insurance.
- D. The Prospective Contractor **shall** provide proof of the ability to obtain and maintain the following insurance at contract award and at any time a written request is received from the Department:
 - 1. General liability insurance with limits of not less than two million dollars (\$2,000,000.00) each occurrence and ten million dollars (\$10,000,000.00) in the aggregate annually.
 - 2. Professional liability insurance with limits of not less than two million dollars (\$2,000,000.00) each occurrence and ten million dollars (\$10,000,000.00) in the aggregate annually.
 - 3. Worker's Compensation insurance to meet State of Arkansas statutory limits.
 - 4. Documentation attesting to this requirement **must** be provided to the Department of Corrections prior to awarding of contract and maintained throughout the term of the contract.
 - 5. Demonstrate the ability to defend against Title 42 USC § 1983 and malpractice lawsuits.

6. Show legal insurance or guarantee in writing, a commitment to defend employees sued for good-faith actions taken on behalf of Contractor for at least three (3) years following termination or expiration of the contract.

- E. The Contractor **shall** obtain, pay for, and keep in force the above minimum insurance and **must** furnish a copy of a Letter of Intent to obtain insurance coverage to the DOC Health Services Administrator, if not already in place. Insurance Certificate of Coverage evidence that such insurance is in effect **must** be furnished to DOC within thirty (30) Calendar Days of contract award and remain in effect no less than twelve (12) months after the end of the contract.

1.14 ADDITIONAL SERVICES

- A. The Department of Corrections reserves the right to add services to the scope of work at any time throughout the contract including, without limitation:
 1. Chemotherapy expansion.
 2. Medication Assistance Treatment for the Division of Correction.
- B. Should the additional services be added to the contract, DOC and the awarded Contractor will negotiate additional services at the time DOC requests the services to be initiated.

1.15 TECHNOLOGY ACCESS

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

6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent Access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State Departments cannot claim a product as a whole if it is not reasonably available because no product in the marketplace meets all the standards. Departments **must** evaluate products to determine which product best meets the standards. If a department purchases a product that does not best meet the standards, the Department **must** provide written documentation supporting the selection of a different product, including any required reasonable accommodation.
- D. For purposes of this section, the phrase “equivalent Access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar State and federal laws. Examples of methods by which equivalent Access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent Access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an Information Technology product that does not meet these standards.

SECTION 2 – REQUIREMENTS

2.1 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

- A. The Prospective Contractor **shall** have a minimum of five (5) years of experience as a developed organization that provides Correctional Medical and Mental Health Services, including staff with expertise in all requisite areas including clinical, pharmacy, dental, support and records, fiscal and administrative, Utilization Management (UM), and Continuous Quality Improvement (CQI). Prior to contract the award, Prospective Contractor and its staff **shall** be licensed and/or certified to do business in the State of Arkansas.
- B. The Prospective Contractor **shall** have the capital resources necessary to start up and maintain the program in the face of monthly variations in costs and expenses, major medical incidents, malpractice, indemnity, and the required performance security.
- C. The Prospective Contractor **shall** be a qualified healthcare Provider with sustained experience in providing medical, mental health, dental, and pharmacy services in Correctional settings to large populations with diverse and significant health care needs.
 - 1. The Prospective Contractor **shall** have at least five (5) years of business/corporate experience within the last ten (10) years providing medical, mental health, dental, and pharmacy services as defined in this RFP to a total daily population of at least 5,000 Inmates in a Correctional setting.
 - 2. Upon request, in the event the Prospective Contractor has changed its company name due to mergers, expansions, or for other reasons, the Prospective Contractor **shall** provide business/corporate experience under any previous name(s) to meet this qualification.
- D. The Prospective Contractor **shall** be capable of implementing services as described in this RFP by the anticipated contract start date.

2.2 STANDARDS AND CREDENTIALS

- A. With Technical Response, the Prospective Contractor **shall** provide a proposed Standards and Credentials Plan. This plan is subject to DOC approval and **must** be finalized prior to award.
- B. The Contractor **shall** provide all Medical Services in accordance with applicable standards established by:
 - 1. The American Correctional Association (ACA).
 - 2. Applicable rules of the Arkansas Department of Health (ADH).
 - 3. Applicable statutes and rules of the State of Arkansas and the United States of America.
 - 4. DOC, ADC, and ACC Administrative Rules, Secretarial Directives, Administrative Directives, standards, and policies and procedures.
 - 5. Applicable court orders/opinions relating to the Arkansas Correctional system.
- C. The Contractor **shall** comply with the [Prison Rape Elimination Act of 2003 \(PREA\)](#). Contractors and subcontractors **shall** adhere to a 'zero tolerance' regarding the rape or sexual abuse of Inmates.
- D. The Contractor **shall** maintain ACA accreditation for all Facilities.
- E. Licensure of all hospitals and infirmaries **must** be maintained.

- F. The Contractor's staff **shall** be subject to criminal history and background investigation and approval by the appropriate Division Director, or designee, prior to employment.
- G. The Contractor's staff **shall** be subject to random drug and alcohol testing, search of any vehicle or personal property brought onto DOC property, and strip search given reasonable suspicion that the staff member is concealing contraband. Every effort will be made to notify the Contractor's administrative staff prior to a strip search.
- H. Prior to employment, the Contractor **shall** hold and maintain the Arkansas license requisite to their profession and **shall** limit their practice to those procedures in which they are trained and licensed to perform.
- I. At any time throughout the term of the contract, the Contractor **shall**, upon written request from DOC, provide proof of licenses and/or certifications to the Department.
- J. Upon approval from the appropriate DOC designee, the Contractor **shall** provide copies of Inmate medical records as necessary to appropriate health services Providers, attorneys in causes of action where health care is at issue, for Continued Quality Improvement, Peer Review, court order, or as authorized by the Department.
- K. Inmates have the right to review their records and make notes of the contents. The Contractor **shall** make provisions for Inmates to exercise this right in accordance with the policies of the Department.
- L. The Contractor **shall** respect the Inmates' rights to privacy and communicate about their conditions as would be afforded Patients in other health care settings, to the extent consistent with operating in a Correctional environment.
- M. DOC Policy and Procedures
 - 1. The Prospective Contractor may Access DOC's policies and procedures by clicking [here](#).
 - 2. DOC has the right to adjust one or more of its policies, procedures, or practices. Should DOC make changes to a policy or procedure, Prospective Contractor **shall** Access the above listed website.
 - 3. To receive Access to the website, Prospective Contractor **shall** submit a request for a Free User account. Upon clicking the link, fill out the requested information, and it will be submitted to the IT department for approval. Prospective Contractor will receive a message once the request has been approved.
 - 4. Prospective Contractor will receive an email granting Access to the account.

2.3 COMPREHENSIVE MEDICAL, DENTAL, PHARMACY, AND MENTAL HEALTH SERVICES

- A. A full range of health services for diagnosis, treatment, follow-up, rehabilitation, disease prevention, and health promotion **shall** be provided for the Department's ADC and ACC Inmates. Services **must** include but not be limited to the following:
 - 1. Routine and emergent medical examinations and treatment.
 - 2. Laboratory services.
 - 3. Pharmacy services.
 - 4. Inpatient services.
 - 5. Radiology services.

6. Referrals for specialty services.

7. MAT initial screening and medication administration for ACC Inmates only.

B. Comprehensive Dental Services for ADC's Inmates **shall** include, but not be limited to:

1. Dental examinations.

2. Oral hygiene instructions.

3. Emergency extractions.

4. Urgent restorations.

5. Prosthetics.

C. Emergency dental services, extractions, and fillings **must** be performed for all ACC Inmates in accordance with ACA standards.

D. The Contractor **shall** provide comprehensive mental health services to include, but not be limited to:

1. Psychiatric evaluations.

2. Psychiatric medication management.

3. Psychological screening.

4. Counseling services.

5. Suicide risk assessment and prevention and mitigation services. This includes but is not limited to collaboration with the Department regarding physical planning recommendations.

a. The number of suicides annually:

1. 2020 – 10

2. 2021 – 9

3. 2022 – 10

4. 2023 – 8

6. Medical Referrals.

7. Medication Assisted Treatment (MAT) program for ACC Inmates only.

E. The typical mental health services offered at all facilities include:

1. Crisis Intervention.

2. Treatment Precaution Checks.

3. Treatment Precaution Follow-ups.

4. Case Management.

5. Pre-Lock Up.
6. Restricted Housing Rounds and Reviews.
7. Response to Inmate Requests.
8. Psychiatric Encounters.
9. File Reviews.
10. Treatment Plans.
11. Release Planning.
12. PREA Screenings.
13. Disciplinary Reviews.
14. Self-Help Materials.
15. Other mental health contacts as needed or required.
16. The items above are currently being provided. The Prospective Contractor may submit, with their Technical Response Packet, an alternate plan for services which can include options for alternative housing, staffing changes, group therapy, and updated self-help materials.

F. Intake screenings are primarily completed at McPherson and Ouachita River but have been completed at other units on occasion.

G. The following units have special programs:

1. Cummins has an Anger Management Treatment program with thirty-two (32) beds for restricted housing inmates.
2. Ouachita River has a Mental Health program with 128 beds for serious mental illness and a Habilitation program with forty-seven (47) beds for cognitive impaired inmates. Both programs house male inmates.
3. McPherson has a Mental Health program with forty (40) beds for females with serious mental illness and who are cognitively impaired.

H. Substance use treatment programs and sex offender treatment programs **must not** be part of this contract.

2.4 INTAKE SCREENING, INITIAL PHYSICAL EXAMINATION, AND HEALTH APPRAISAL

- A. With Technical Response, the Prospective Contractor **shall** provide a proposed Inmate Intake Screening, Initial Physical Examination, and Health Appraisal Plan. This plan is subject to DOC approval and **must** be finalized prior to award.
- B. The Contractor **shall** ensure that initial visits with a Provider **shall** be held in a face-to-face setting, in person rather than via telemedicine technology. This includes but is not limited to intake physicals and health appraisals, initial chronic care visits, and mental health services, excluding psychiatry visits.

C. Intake Screening

The Contractor **shall** ensure qualified health care personnel perform an intake medical screening upon the Inmate's arrival. The screening **must** take place at an intake Facility and include a mental health screening.

D. Inmate Initial Physical Exam

The Contractor **shall** complete a comprehensive initial physical examination/health appraisal by a medical doctor or Mid-Level Practitioner during the intake process, to include but not be limited to the following:

1. The Contractor **shall** complete all initial physical examinations, to include but not be limited to, the following:
 - a. History of serious Communicable Diseases, chronic medical conditions, surgeries, substance abuse, hospitalizations, and any current treatment for, or symptoms of, illness or injury.
 - b. Medication, food, and/or environmental allergies, and the reaction for each reported allergen.
 - c. Verification of current prescribed medications: If currently prescribed mental health medications, the mental health problem and medications **must** be documented, and immediate Referral to Mental Health Services **must** occur and be documented.
 - d. Current illnesses, chronic conditions, and health concerns, including Communicable Diseases.
 - e. Suicidal ideation and suicidal tendencies. Any admitted or suspected current suicidal ideation **must** be immediately referred to Mental Health Services.
 - f. Dental problems, including but not limited to abscesses, dental pain, broken teeth, or potential jaw fractures.
 - g. Use of alcohol or other controlled substances, including:
 1. Types of drugs used.
 2. Mode of use (such as I.V., smoked, "snorted," inhaled, or other types of use.)
 3. Amount(s) used.
 4. Frequency used.
 5. Date and/or time of last use.
 6. History of problems that may have occurred after ceasing use.
 - h. For females, the possibility of pregnancy and the history of problems. Females **shall** be tested for pregnancy during intake process.
 - i. Collection of insurance information, private, and/or Medicaid.
 - j. Any prosthetics or supportive devices.
 - k. Any other health problems.

2. The Contractor **shall** observe and document the following during the screening:
 - a. Behavior, including State of consciousness, mental status, appearance, conduct, tremor, or sweating.
 - b. Body deformities, ease of movement, range of motion, and any other notable issues about the body.
 - c. Condition of the skin, including trauma markings, bruises, lesions, jaundice, rashes, infestations, tattoos, and needle marks or other indications of drug abuse.
 - d. Symptoms of tuberculosis include but are not limited to persistent cough, lethargy, night sweats, or loss of appetite.
 - e. Orthotic braces or other prostheses.
 - f. A Tuberculin Skin Test (TST) / Purified Protein Derivative (PPD) unless otherwise contraindicated.
 - g. A Snellen vision screening, or approved equal, vision acuity test.
 - h. A Human Immunodeficiency Virus (HIV) screening test, unless otherwise contraindicated.
 1. A reactive HIV test will be considered preliminary positive.
 2. A confirmatory test **must** be conducted to provide definitive diagnosis.
 - i. A screening test for Hepatitis C, unless otherwise contraindicated.
 - j. A syphilis diagnostic lab test (RPR) **must** be performed.
 - k. Pandemic screening test **must** be performed per the current DOC guidelines.
3. As part of the intake process, health care services staff **shall** inform all Inmates about how to request health care services.
4. An Inmate who is unconscious, bleeding, or otherwise obviously in need of immediate medical attention **shall** be referred to the site physician, Mid-Level Provider, Mental Health Services, or an Emergency Room, as appropriate.
5. Following the screening, the Inmate **shall** be housed:
 - a. In a designated area until TST results are reviewed, physical examination/health appraisal is completed, necessary quarantines or isolations have ended, and then transferred to:
 1. General population.
 2. General population with prompt Referral to appropriate health care services.
 3. Referral to appropriate health care services for Emergency treatment.
 4. Inmates in need of non-Emergency mental health assistance **shall** be referred to the appropriate mental health staff.

- b. If an Inmate's medical or mental health condition precludes placement in the designated area or general population, the unit Warden, center Supervisor, or their designee **shall** be notified.

E. Health Appraisal

- 1. The Contractor **shall** complete a comprehensive initial physical examination/health appraisal by a medical doctor or Mid-Level Practitioner during the intake process, to include but not be limited to the following:

- a. Within ten (10) Calendar Days after arrival at the Facility, the Contractor **shall**:

- 1. Review the nursing screening documentation.
- 2. Collect data to complete the medical, dental, mental health, and immunization histories.
- 3. Review intake laboratory or diagnostic tests to detect Communicable Disease, including sexually transmitted disease and tuberculosis.
- 4. Record current vital signs, including but not limited to height, weight, pulse, blood pressure, and temperature.
- 5. Perform other tests and examinations, as Medically Indicated:
 - a. Medical examination, including review of mental and dental health status.
 - b. Review of results of medical examination, tests, and identification of problems by a physician or other qualified health care personnel.
 - c. Develop and implement a treatment plan, including recommendations concerning housing, restrictions to be considered in job assignment and program participation.

- b. The Contractor **shall** complete all initial physical examinations, to include but not be limited to, the following:

- 1. Complete health history and physical examination.
- 2. Review history of hearing problems. Consult Audiology if the Inmate exhibits difficulty hearing a normal voice tone and volume.
- 3. Review history of vision problems and results of a Snellen vision screening, or approved equal, vision acuity test.
 - a. Perform a fundoscopic examination if the Inmate is diabetic or if such exam is indicated by other history.
 - b. Consult Optometry for decreased visual acuity when indicated.
- 4. Screen Inmates with a diagnosis of diabetes mellitus, a first-line family history of diabetes, or who are "obese" (as defined by the Centers for Disease Control and Prevention), or as otherwise required by current recommendations of the American Diabetes Association. A glycohemoglobin assay (HgbA1C) **must** be obtained when deemed Medically Indicated.
- 5. Check assignment of medical classification grade and documentation of restrictions related to work assignments.

6. Note the need for enrollment into a chronic care clinic.
 - a. The Contractor **shall** ensure that all Inmates who are found to have a chronic care condition are seen for enrollment within sixty (60) Calendar Days from the date the condition is identified.
 - b. The Contractor **shall** ensure that all Inmates enrolled in a chronic care clinic are seen by a provider every three (3) months unless otherwise documented by the provider.
- c. The Contractor **shall** perform a prostate screening at least every two (2) years to male Inmates fifty-five (55) years of age and older, but younger than seventy (70) years of age.
 1. The Contractor **shall** offer consultation with a physician as to when to receive a prostate screening to males who are forty (40) years of age, but younger than fifty-five (55) years of age as per Arkansas Code Annotated § 12-29-408.
- d. The Contractor **shall** observe and document Inmate's teeth and gums to identify any gross abnormalities requiring immediate Referral to a dentist, dental screening, and Inmate instruction in oral hygiene.
- e. The Contractor **shall** develop and implement any indicated treatment plans, including but not limited to determination of physical limitations or restrictions on an Inmate's work or housing assignment and assignment of medical classification.
 1. Findings **must** be documented in the DOC Electronic Health Record, eOMIS.
 2. Revisions of the medical classification **must** be accomplished by completing a health appraisal, including a complete history and physical examination.
- f. The Contractor **shall** inquire into the use of alcohol or other substances of abuse, to include by not be limited to the following:
 1. Names and types of substances of abuse, method of use, (such as I.V., smoked, "snorted," inhaled, or other types of use), amounts used, frequency of use, and date and/or time of last use.
 2. Current or previous treatment for alcohol or substance use, if so, when, and where.
 3. If the Inmate has been currently taking medication for an alcohol or substance abuse problem.
 4. Current or past illnesses or health problems related to substance abuse, such as Hepatitis A, B, or C, seizures, traumatic injuries, infections, cirrhosis, or other diseases.
- g. The Contractor **shall** include as part of the health appraisal of female Inmates the following:
 1. Pap smear and pelvic examination for female Inmates within ten (10) Calendar Days of incarceration in a DOC Facility, as a component of the health appraisal.
 2. A manual breast examination.
 3. A mammogram, as per Arkansas Code Annotated § 12-32-104:

- a. A biennial screening mammography for women who are fifty (50) years of age or older, but younger than seventy-five (75) years of age, performed within thirty (30) Calendar Days of incarceration into a DOC Facility.
 - b. A consultation with a physician as to when to receive a mammogram for women who are forty (40) years of age or older, but younger than fifty (50) years of age.
4. Inquiry regarding menstrual cycle, unusual bleeding, the current use of contraceptives, the presence of an IUD, surgical history of partial or total hysterectomy, the history or presentation of vaginal or nipple discharges.
5. An assessment of reproductive status and pregnancy, to include performing a urine pregnancy test on all female Inmates.
- h. The Contractor **shall** instruct the Provider to order the Medical Records Department to request copies of community medical records as appropriate.
- i. The Contractor **shall** collect and record all health appraisal data to include but not be limited to the following:
 1. All medical examination data **must** be recorded in the Electronic Health Record (EHR) and any medications prescribed **must** be ordered in the Electronic Medication Administration Record (eMAR).
 2. The data entered as health history and vital signs for the initial report of physical examination **must** be collected by health-trained or qualified health care personnel.
 3. Collection of all health appraisal data and information other than for the health history and vital signs **must** be performed only by qualified health care personnel.
 4. Review of the results of the medical examination, tests, and identification of problems, and assignment of restrictions and medical classification **must** be performed by a physician or Mid-Level Practitioner, as allowed by statutes, rules, and DOC policies.
- j. The Contractor **shall** conduct a face-to-face, in-person intake mental health screening on all Inmates in the care of DOC.
 1. Nursing staff **shall** complete an initial mental health suicide risk assessment and make Referrals as indicated.
 2. Mental health appraisal **must** be conducted face-to-face by a qualified mental health professional within fourteen (14) Calendar Days of commitment, that includes but is not limited to:
 - a. Psychological screening and intake assessment, including gathering, and verifying information regarding psychiatric disorders and medication history.
 - b. Referral for psychiatric evaluation and appropriate treatment programs as indicated.
- k. By Administrative Regulation, the Board of Corrections established co-pays for Inmates seeking Inmate-initiated services which **must** be assessed at the point of service.

1. Inmates **shall** be provided the services regardless of whether they have the means in their Inmate accounts to satisfy the assessment.
2. The purpose of this policy is to encourage responsible use of medical services by Inmates to improve the quality of the services rendered.
3. The current co-pay amount is three dollars (\$3.00).
4. The Department collects fees appropriately assessed by Medical Services staff pursuant to policy.

2.5 AMERICAN CORRECTIONAL ASSOCIATION (ACA) STANDARDS

With Technical response, the Contractor **shall** describe their plan for achieving and complying with each applicable Standard or Licensure required by DOC.

2.6 DAILY SICK CALLS AND TRIAGING OF NON-EMERGENCY COMPLAINTS

- A. With Technical Response, the Prospective Contractor **shall** provide a proposed Daily Sick Call and Non-Emergency Triage Plan. This plan is subject to DOC approval and **must** be finalized prior to award.
- B. Problems presented at a Sick Call may be referred to a higher-level professional, or dealt with according to established guidelines, or dismissed if the problem has been resolved, been previously treated, or lacks objective signs or symptoms.
- C. The Contractor **shall** schedule nurse Sick Call a minimum of five (5) days per week, excluding holidays.
 1. Inmates **shall** be seen whenever possible within twenty-four (24) hours of triage but **must** be seen within seventy-two (72) hours, regardless of weekends or holidays.
 2. Mental health requests **must** be triaged Monday through Friday, except holidays.
 3. Emergent requests **must** be responded to immediately. On-call Mental Health staff **shall** be notified via phone of any Emergency situations that arise during weekends or after office hours.
 4. All other requests **must** be seen within five (5) Working Days of receipt.
 5. Mental Health Encounter statistics **must** be generated for the Health Services Report (HSR) based on the data collected for the prior month.
- D. The Contractor **shall** evaluate new Referrals to the psychiatric clinic within fourteen (14) Calendar Days by a psychiatric Provider.
- E. The Contractor's psychiatric Provider **shall** see Inmates receiving psychotropic medications every three (3) months.
- F. The Contractor **shall** provide case management services and counseling services as indicated by the psychiatric Provider from the mental health staff.
- G. The Contractor **shall** schedule clinical services by physicians, Mid-Level Providers, psychiatrists, and dentists depending upon priority of need.
- H. The Contractor **shall** provide Access to Health Services Requests (HSR) forms by either electronic or approved paper form, in each housing unit, including segregation areas, in sufficient quantities.

- I. The Contractor **shall** instruct their qualified health care professionals, medical records clerk (MRC), certified nursing assistant/certified medical assistant (CNA/CMA), licensed practical nurse (LPN), or mental health staff to retrieve Inmate HSRs daily.
 1. Paper HSRs **must** be noted indicating date received.
 2. HSRs **must** be triaged within twenty-four (24) hours of collection by qualified health care services professionals (such as LPN, registered nurse (RN), or mental health professionals).
- J. The Contractor **shall**, in accordance with ACA Standards, have a licensed health care professional (such as an LPN or RN) ask the Inmates in segregated housing daily if they are having any health issues and document these Encounters in the Inmate's EHR.
- K. The Contractor's triage health care and mental health services professional **shall** use the following 'priorities' to schedule clinical services:
 1. Non-Emergency Health Services Requests Priorities, include but are not limited to:
 - a. Priority 1.
 1. The HSR identifies a health problem or concern which may require immediate evaluation and treatment.
 2. The Inmate will be summoned to the medical department as soon as possible, but within twenty-four (24) hours of receipt of the HSR.
 - b. Priority 2.
 1. The HSR identifies a health problem or concern which appears to require evaluation and treatment within twenty-four (24) hours of receipt of the HSR.
 2. The Inmate will be summoned to the medical department as soon as possible, but within forty-eight (48) hours of receipt of the HSR.
 - c. Priority 3.
 1. The HSR identifies a problem or concern which appears to require routine evaluation and treatment.
 2. The Inmate will be summoned to the medical department as soon as possible, but within seventy-two (72) hours of receipt of the HSR, unless the Inmate is referred directly to a Provider, or the medication or other necessity is provided as requested in the HSR.
 - d. Priority 4.
 1. The HSR identifies a problem or concern that can be answered by sending a reply to the inmate but not requiring a face-to-face encounter.
 2. These requests should be addressed the same day as received.
 - e. Priority 5.
 - Priority 5 is no longer used by the Department.
 - f. Priority 6.
 - Priority 6 is no longer used by the Department.

g. Priority 7.

1. The HSR identifies a problem or concern that Unit Level Management (HSA or their designee) should address. i.e. Copay concerns, grievance questions.
2. These requests should be addressed as soon as possible, but within fourteen (14) Calendar Days from receipt of the HSR.

h. Priority 8.

1. The Inmate completing the HSR is requesting to be scheduled for a dental cleaning.
2. These requests should be addressed as soon as possible, but within seven (7) Calendar Days from receipt of the HSR.

i. Priority 9.

1. The Inmate completing the HSR has a concern or question regarding dentures, partials, or other dental prosthetics.
2. These requests should be addressed as soon as possible, but within seven (7) Calendar Days from receipt of the HSR.

j. Priority 10.

1. The Inmate completing the HSR is requesting to review a portion of their medical record.
2. These requests should be **COMPLETED** as soon as possible, but within fourteen (14) Calendar Days from receipt of the HSR.

k. Priority 11.

1. The Inmate completing the HSR has a question or concern regarding issues that do not require a face-to-face visit with a health care professional. i.e. glasses repair, issuing medical equipment, replacement of shoes.
2. These requests should be **COMPLETED** as soon as possible, but within seven (7) Calendar Days from receipt of the HSR.

l. Dental Sick Call Requests

1. Dental Sick Call requests **must** be reviewed by the receiving nurse. Any Sick Calls reporting tooth pain, swelling, or abscess **must** be triaged and seen as a Priority 1 Nurse Sick Call for initial evaluation and treatment as indicated.
2. All other Dental Sick Call requests will be forwarded to the on-site Dental team for triage and scheduling during the regular business hours, Monday through Friday, 8:00 a.m. until 4:30 p.m., Monday through Friday, for the dental team.

- m. All Health Services Requests **must** be fully addressed within the designated timeframe assigned to each priority. Failure to address any health services requests in the allocated timeframe will result in monetary sanctions assessed against the Contractor.

- L. When an Inmate reports to Nurse Sick Call three (3) times within three (3) months with the same complaint, is compliant with the nursing protocols provided, but has not yet seen a physician or Mid-Level Provider, the Contractor **shall** schedule the Inmate to see a physician or Mid-Level Provider.

1. All nurse Sick Call Referrals **must** be seen by a Provider within seven (7) Calendar Days.
 2. When a nursing protocol is not available for use, or the nurse determines Inmate's condition requires a Provider visit, then the three (3) Sick Call visits are not required, and a Referral may be made immediately.
- M. The Contractor's LPNs and RNs **shall** use physician-approved nursing guidelines when treating Inmates for healthcare complaints. Any medical complaint not covered by a nursing guideline **must** be referred to the site physician/Mid-Level Provider, psychiatrist, or dentist, as appropriate.
- N. The Contractor **shall** document Inmate Sick Call Encounters in the EHR and **must** include vital signs, including current weight.
- O. The Contractor **shall** track, trend, and review, as necessary during performance improvement activities, Inmates who do not appear for scheduled Sick Call, clinician's clinic, or other scheduled visits ("No Shows").
- P. The Contractor **shall** ask an Inmate to complete a Release from Responsibility Form for Medical Examination/Treatment to any Inmate who refused scheduled care.
1. If an Inmate refused to complete the document, a health care services professional **shall** complete the form, including the education provided to the Inmate as to the risks that can result in refusing care.
 2. The health care professional, and a Correctional officer **shall** sign the form in lieu of the Inmate.
- Q. The Contractor **shall** generate monthly Sick Call statistics for the Health Services Report (HSR) based on the Sick Call data collected for the prior month.

2.7 PHYSICIAN COVERAGE

- A. The Contractor **shall** provide a State medical director, regional dental director, and a regional psychiatry director, who **shall** be licensed to practice in Arkansas.
1. Their responsibilities **must** include the development of clinical guidelines, arranging peer review, and coordinating the delivery of health care services throughout the DOC system.
 2. These individuals **shall** act as the responsible health authority and liaison to DOC staff and Inmates regarding the professional conduct of clinicians and for the medical care rendered.
- B. The Contractor's State medical director, regional dental director, and a regional psychiatry director, respectively **shall** be responsible for:
1. Ensuring that all employees or independent Contractors providing clinical services are appropriately licensed and credentialed in their respective specialties as required by the statutes, rules, and DOC policies of the State of Arkansas.
 2. Participating in an active and organized CQI program.
 3. Reviewing or recommending respective policies and procedures for the implementation and provision of health care services within the Department.
 4. Ensuring that their respective clinical programs, which may be implemented at the various DOC Facilities, meet applicable ADH licensure requirements and ACA Standards.

5. Serving as responsible health authority for the professional conduct of their respective clinical or consultant staff in delivering services to DOC Inmates.
6. When a physician, Mid-Level Practitioner, psychiatrist, and/or dentist are not scheduled on-site at a DOC Facility, designated Providers **shall** be scheduled as on-call for each DOC Facility.
 - a. Physician's, Mid-Level Practitioners, psychiatrists, and dentists **shall** examine and render initial Emergency treatment to DOC employees, agents, medical staff, or guests who become injured or ill while on duty or otherwise on the premises of a DOC Facility.
 - b. Upon stabilization, staff **shall** arrange for such casualties to be transported to a local community Emergency department for examination and treatment.

2.8 HOSPITAL AND INFIRMARIES

- A. ADC operates nine (9) licensed infirmaries and a twenty-eight (28) bed inpatient Facility licensed by the ADH as a general surgical and medical care hospital.
 1. The ADC hospital at Ouachita River Correction Unit (ORCU) is used to house pre- and post-surgical Patients, long-term care Patients, Patients requiring isolation for infection control, and Patients in need of observation.
 2. The Contractor **shall** specify their intended use and staffing of all medical beds.
 3. Use of the ADC medical beds at ORCU for ACC Inmates **must** be approved by the Director of the Division of Correction on a case-by-case basis.
- B. Locations and size of the infirmaries, Hospital, Residential Program Units, and specialty health clinics may change during the contract, but overall changes in number, size, or purpose of the infirmaries are not anticipated.

LOCATION OF INFIRMARY	NUMBER OF LICENSED BEDS	NUMBER OF BEDS IN CURRENT USE (11/01/2023)	AVERAGE NUMBER OF PATIENTS ADMITTED MONTHLY IN 2022
Cummins	6	4	7
East Arkansas	10	2	3
Ester	4	1	2
Grimes	6	6	10
Maximum Security	4	1	2
McPherson	8	3	4
North Central	8	3	2
ORCU	6	6	5
Wrightsville/Hawkins	4	2	3
Special Needs Unit (SNU) Hospital	28	19	30

LOCATION OF INFIRMARY	NUMBER OF UNLICENSED BEDS	NUMBER OF BEDS IN CURRENT USE (11/01/2023)	AVERAGE NUMBR OF PATIENTS ADMITTED MONTHLY IN 2022
ORCU Hospital Side 2	28	0	0
TOTAL BEDS	112	47	66

1. There were 299 admissions/observations to the hospital in 2022.
2. There were 315 admissions/observations to infirmaries in 2022.

C. With Technical Response, the Prospective Contractor **shall** provide a proposed Hospital and Infirmary Operation Plan. This plan is subject to DOC approval and **must** be finalized prior to award.

1. In multiple units, there are additional clinical spaces provided for use by the Prospective Contractor.
2. The Hospital and Infirmary Operation Plan **must** include proposed usage of these locations.
3. The 28 beds not currently utilized in the ORCU Hospital side 2 **shall** be utilized as 24-hour long-term care beds. These beds are not licensed by the Arkansas Department of Health.

D. The proposed plan **must**, at a minimum, address the following:

1. A physician on call twenty-four (24) hours per day.
2. Continue and maintain the Ethics Committee meetings and the SN-D Placement Committee.
3. Daily rounds by MD, PA, or NP, including weekends and holidays for admitted hospital Inmates.
4. Supervision of an RN on the day tour of duty, seven (7) days per week, or as required by ADH Health Facility and DOC policies.
5. A licensed nurse (LPN or RN) on duty twenty-four (24) hours per day.
6. All Inmates are to be within sight and sound of a staff person (medical or Correctional officer).
7. A manual of nursing care procedures is on hand and available to all medical staff members.

E. Sheltered Living Unit

1. ADC currently operates a special needs unit of 280 beds at Ouachita River Correctional Unit (ORCU) in the Malvern area.
 - a. These beds are designated for individuals debilitated by age or illness, those with medical conditions that require close monitoring, those requiring frequent medical treatment off-site, or for similar reasons.
2. ACC currently operates sixty (60) beds at the Southwest Arkansas Community Correction Center (Southwest Ark CCC) in Texarkana and one hundred (100) beds at the East Central Arkansas Community Correction Center (East Central Ark CCC) in West Memphis.

- a. These beds are designed for individuals with co-occurring substance use and mental health disorders.
- b. The Contractor **shall** include provisions in the Hospital and Infirmary Plan to provide the same mental health and medical services for this population as for the rest of the ACC population and participate in monthly inter-disciplinary team meetings.

F. Residential Program Unit

1. ADC operates mental health Residential Program Units (RPU) at ORCU for males, and McPherson for females.
2. Habilitation for males with developmental or cognitive delays are treated at ORCU.
3. RPUs may be used for ACC Inmates only with approval of ADC Division Director.

2.9 SPECIALTY CARE AND ON-SITE CHEMOTHERAPY SERVICES

- A. With Technical Response, the Prospective Contractor **shall** provide a proposed Specialty Care and On-Site Chemotherapy Services Plan. This plan is subject to DOC approval and **must** be finalized prior to award.
- B. The Contractor **shall** provide specialty care in accordance with ADC, Medical and Dental Services, Operational Policy, and Procedure 517.00 Specialty Referral Process.
 1. Healthcare needs **must** be evaluated for medical necessity using an evidence-based criteria, clinical care approach and using nationally recognized care management resources.
 2. Utilization Management (UM) **must** be applied to outpatient evaluation and intervention, pre-admission evaluation, pre-procedure evaluation, concurrent hospital review for inpatient hospitalization, and retroactive review.
- C. The Contractor **shall** ensure the timeliness of the Outpatient Specialty Referrals (OSR).
 1. The Contractor **shall** review all requests entered daily using the eOMIS consultation module.
 - a. Urgent consult requests **must** be reviewed within two (2) Calendar Days from the date consultation was generated.
 - b. Routine consult requests **must** be reviewed within five (5) Calendar Days from the date the consult was generated.
 - c. Follow-up consults are entered and scheduled as recommended by the Specialist when care cannot be provided by the onsite Providers.
 2. Consults not seen timely will result in monetary sanctions per occurrence.
 - a. Emergent Consults **shall** be sent out to the local community Emergency Room (ER) immediately.
 - b. Urgent Consults **shall** be seen within seven (7) Calendar Days of the date the approval of the consult was entered.
 - c. Routine Consults **shall** be seen within ninety (90) Calendar Days of the date the approval of the consultation was completed.

- D. The Contractor **shall** provide a method of UM to ensure Inmates receive specialty medical and dental care as appropriate and to ensure continuity of care when health care needs cannot be addressed within on-site resources.
- E. The Contractor **shall** ensure that the UM method used for the Referral process is efficient, timely, and appropriately performed in a consistent and well-documented manner so that when medically necessary care cannot be rendered through on-site services, all Inmates have Access to specialist Providers through an on-site or off-site Provider.
- F. The Contractor **shall** establish and operate on-site Telehealth and specialty health clinics with approval from the DOC HSA for the care and treatment of DOC Inmates and **shall** conduct specialty clinics in accordance with operational policy and procedure. Dialysis on-site clinics **must** be provided.
- G. The Contractor **shall** maintain an on-site chemotherapy program where all Inmates receiving chemotherapy treatment are currently housed at the Grimes unit for males or McPherson unit for females unless they require a higher level of care and are housed at the ORCU hospital. With Technical Response, the Contractor **shall** submit a plan to continue this program, or a program comparable including but not limited to:
 - 1. Contracting an oncologist to order and manage treatment plan.
 - 2. Employing a chemo nurse practitioner to coordinate with the contracted medical Provider and collaborate ordering medications and scheduling treatments and labs.
 - 3. Maintaining a chemo registry.
 - 4. Surveying Inmates who have completed treatment and are in remission.

2.10 UTILIZATION MANAGEMENT

- A. With Technical Response, the Prospective Contractor **shall** provide a sample Utilization Management Plan. The final plan is subject to DOC approval and **must** be finalized prior to award.
 - 1. Utilization Management Program Plan that **must** include but not be limited to:
 - a. Description of UM processes.
 - b. Requirements for Facility on-site concurrent review.
 - c. Emergency room admission and retrospective review.
 - d. Post-stabilization and transfer from inpatient to infirmary services.
 - e. Discharge planning and coordination to include weekend discharges to be coordinated on Fridays.
 - f. Management and review of Emergency room care.
 - g. Referrals to out-of-network (non-contracted Facilities or Providers)
 - h. Timeliness standards.
 - i. UM staffing plan.
 - j. Identification and review of over and underutilization.
 - k. UM reporting.

- B. The Contractor **shall** provide utilization review staff to review all Inmates for possible eligibility for medical (Medicaid) assistance reimbursement eligibility, including completing required applications and Referral processes. UM Staff may work remotely.
- C. The Contractor **shall** provide plans for services that will reduce off-site trips of Inmates, which could result in high security risk to the community.

2.11 MEDICATION ASSISTED TREATMENT (MAT) FOR OPIATE OR ALCOHOL-USE DISORDERS FOR ACC INMATES ONLY

- A. With Technical Response, the Contractor **shall** provide a plan to collaborate and provide necessary medical and mental health staff and services for screening/evaluation, required laboratory testing, and administration of medications for substance abuse treatment.
- B. The Contractor **shall** conduct a medical screening during intake including a psychiatric evaluation and a mental health assessment, to determine if the Inmate is eligible to participate in the MAT program. Screening **must** include, but not be limited to:
 - 1. Review of medical records for contraindications to medications.
 - 2. Laboratory testing, including a full drug screen panel.
 - 3. Review of medical risks and benefits of the medication and its administration.
- C. The Contractor **shall** refer Inmates deemed eligible for participation in the MAT program to Mental Health for a treatment plan that includes but is not limited to:
 - 1. Obtaining informed consent for inclusion in the MAT program.
 - 2. Participation in a drug and alcohol treatment program prior to release.
 - 3. Psychiatric evaluation prior to MAT initiation if one has not been completed in the last twelve (12) months.
- D. Within ninety (90) Calendar Days prior to release the Contractor **shall** schedule and administer MAT and monitor the Inmate as indicated in the Contractor's internal procedure.
- E. The Contractor **shall** assume all financial responsibility for MAT. The Contractor may utilize grants and other funding programs as available to supplement costs.

2.12 EMERGENCY SERVICES

- A. With Technical Response, the Prospective Contractor **shall** provide a proposed Emergency Services Plan. This plan is subject to DOC approval and **must** be finalized prior to award.
- B. The Contractor **shall** make available a clinical practitioner for the purpose of rendering or providing care or treatment for health disorders that threaten the life or limb that may arise during any twenty-four (24) hour period. The Contractor may develop a plan for emergent telemedicine reviews for after hours or when a Provider is not on-site with the approval of the DOC HSA.
- C. The Contractor's health care professional **shall** respond immediately in the following situations:
 - 1. The Inmate or a Correctional officer or other staff submit information to a member of the medical unit team that the Inmate appears to be in immediate need of medical care.
 - 2. Health care professionals are summoned to the Inmate's location.

3. Providing Emergency treatment to include standard of care medications to any DOC Inmate, employee, contract staff, volunteer, or visitor who is injured or stricken ill while on property operated by DOC.
 4. Appropriately trained and licensed health care personnel **shall** respond immediately and arrive at the Inmate's location within four (4) minutes, to evaluate, provide first aid/stabilization, and to transport the Inmate to the medical department. And, if indicated, notify local Emergency medical services of the need to transport out to another medical Facility for evaluation and treatment.
- D. The Contractor **shall** expect to provide Emergency treatment to any DOC Inmate, employee, contract staff, volunteer, or visitor who is injured or stricken ill while on property operated by DOC.
- E. With Technical Response, the Contractor **shall** provide plans for services that will reduce off-site trips of Inmates.
- F. With Technical Response, the Contractor should indicate plans and capabilities for responding to manmade, Pandemic, or natural disasters.
1. The Contractor **shall** provide staff necessary to allow for the continued daily operations of the DOC medical, dental, pharmacy, and mental health services and make a reasonable effort to reduce delays in care.
 2. The Contractor **shall** be responsible for providing Emergency first aid to all staff, visitors, and Inmates during a disaster or critical incident.
 3. The Contractor may serve as a resource for preparation of disaster or Emergency plans where medical services are anticipated.
 4. The Contractor may record, track, and report to the DOC HSA any testing or vaccination of the Inmates during a Pandemic or other Emergency disaster.
 5. DOC will obtain and distribute Personal Protective Equipment (PPE) for use by the DOC staff.
 6. The Contractor **shall** incur all costs associated with the care of Inmates and contracted staff.

2.13 DENTAL SERVICES

- A. With Technical Response, the Contractor **shall** submit a complete plan, including staffing, to provide Comprehensive Dental Services for ADC Inmates with Limited Dental Services for ACC Inmates including but not limited to the following:
1. Dental services **must** be performed for all DOC Inmates in accordance with ACA standards.
 2. Dental screenings **must** be completed within seven (7) Calendar Days of admission.
 3. Oral hygiene, oral disease education, and self-care instruction **must** be provided within thirty (30) Calendar Days of admission.
 4. Dental hygiene service, if needed, **must** be provided within ninety (90) Calendar Days of admission to DOC.
 5. A full dental examination by a dentist **must** be completed within thirty (30) Calendar Days of admission.
 6. Dental treatment, including extractions, restorations, oral surgery, prosthetics, and other procedures needed for mastication and associated treatment necessary to maintain the individual's health status, **must** be provided for ADC Inmates. In the event the Contractor is not

able to efficiently maintain the Inmate Dental lab, the Contractor **shall** partner with an outside vendor for processing all dental prosthesis.

7. Appropriate consultation and Referral to dental specialists, including oral surgery, **must** be provided when clinically necessary.
8. The Contractor **shall** procure and distribute toothbrushes and toothpaste to DOC Inmates.
9. ACC Inmates **shall** receive the following dental services, only:
 - a. An Intake screening.
 - b. Emergent extractions and fillings.

2.14 MEDICAL RECORDS

- A. All Inmates have an Electronic Health Record (EHR) within the DOC eOMIS system that encompasses medical, mental health, dental, medication administration, and clinical treatment records.
 1. The Contractor **shall** use the eOMIS system as the Inmate's Electronic Health Record.
 2. The Contractor **shall not** use outside systems as a substitute for DOC's EHR.
 3. The Contractor **shall** always keep the eOMIS EHR record current.
 4. The Contractor **shall** document every Encounter with an Inmate and **shall** enter the Encounter on the same day on which it occurred, and in a timely manner as to provide accurate and consistent documentation of all health care occurrences.
 5. The Contractor **shall** schedule all Inmate appointments using eOMIS.
- B. The Contractor **shall** demonstrate the commitment and ability to fully utilize the DOC electronic health record (EHR) system, including medication administration and ordering, scheduling, and any other need that may arise. Experience using an Electronic Health Record is required.
- C. The Contractor **shall** either contract with a vendor or hire an appropriately credentialed professional to provide a medical records auditor with the licensure of a registered health information administrator or registered health information technician (RHIT).
 1. The Contractor **shall** ensure that the RHIT completes audits and makes quarterly visits to the ORCU hospital to evaluate the functions at the hospital, in accordance with the [Arkansas State Board of Health rules for hospitals and related Institutions in Arkansas](#).
 2. The Contractor **shall** develop a schedule for all facilities' medical records to be audited remotely on a consistent basis. The schedule and audit tools must be approved by the DOC HSA prior to incorporation.
 3. Any variance from the schedule without prior approval from the DOC HSA **shall** result in a monetary sanction per occurrence.
- D. The Contractor **shall** ensure that any documentation obtained from outside Providers prior to the Inmate's incarceration, as well as during incarceration, is reviewed by a physician or Mid-Level Provider and scanned into the EHR. All off-site documentation **must** be scanned into their EHR.
- E. The Contractor **shall** be responsible for all costs associated with appropriate disposal of paper records after scanning into the EHR per DOC policy.

- F. The Contractor **shall** be responsible for all costs associated with digital radiology imaging. The Contractor **shall** provide and maintain digital radiology capabilities and interface with eOMIS, at all DOC facilities.
- G. The Contractor **shall** be responsible for maintaining Confidentiality of Inmate health information to include but not be limited to the following:
 - 1. Making available at all reasonable times during the term of the contract, any of the records for inspection, audit, or reproduction by any authorized representative of the State of Arkansas, for court proceedings, or in response to authorized requests.
 - 2. Meeting all ACA standards and licensures required by ADH and DOC.
- H. Materials developed by DOC or the Contractor and used in the performance of this contract **must** be considered property of the State of Arkansas from inception forward. This includes all forms completed mechanically or electronically for either internal or external use.
- I. The Contractor **shall** be responsible for maintaining the Electronic Health Record to include but not be limited to the following:
 - 1. If changes or modifications to the Electronic Health Record are initiated or required by the Contractor for development, modifications, and enhancements, those costs for programming of the Electronic Health Record system **must** be at the Contractor's expense at the rate charged to DOC.
 - 2. The Contractor **shall** be responsible for all costs associated with the file interface development, interface modifications, and interface enhancements in relation to the Electronic Health Record including but not limited to changes after contract approval to pharmaceutical Contractor, lab Contractor, x-ray Contractor, and any other Contractors deemed necessary to fulfill this contract. The DOC may require the Contractor to develop interface enhancements needed to meet standards or licensure requirements at the expense of the Contractor.
 - 3. The Contractor **shall** continue development of a complete Electronic Health Record with all subcontractors and Information Technology team migrating from paper to electronic documents to eliminate paper records.
 - 4. The Contractor **shall not** make changes to the system without prior written approval from DOC.
 - 5. Estimates for all system development, enhancements, interfaces, and modifications will be obtained by DOC.
 - 6. System development and data **must** remain the sole property of the State.
 - 7. Any upgrades or changes initiated by the DOC will be the financial responsibility of the DOC.

2.15 MENTAL HEALTH SERVICES

- A. With Technical Response, the Contractor **shall** provide a plan for Comprehensive Mental Health Services that is designed to identify the Inmate's needs, scheduling, coordination, and treatment of psychiatric, psychological, and counseling services rendered to all DOC Inmates, including but not limited to:
 - 1. Psychological screening and intake assessment.
 - 2. Psychiatric medical management.
 - 3. Outpatient group and individual therapy.

4. Medication Assisted Treatment (MAT).
 5. Suicide risk assessment and prevention, recognition of suicide and suicidal tendencies.
 6. Utilization of the Electronic Health Record for all Encounters.
- B. The Contractor **shall** provide as part of their plan, a staffing plan that includes but is not limited to:
1. Licensed Social Worker with responsibilities including, but not limited to:
 - a. Child placement assistance.
 - b. Coordination for children born to DOC Inmates.
 2. Psychiatric evaluation.
 3. Psychiatric medication management.
 4. After hours on-call psychiatric coverage.
 5. Inmate staffing/case management as indicated or required.
- C. The Contractor **shall** include in their plan suggested restructuring of the current Mental Health program, including staffing and housing for Inmates with serious mental illness (SMI), if deemed necessary for the improvement and efficiency of Mental Health services.

2.16 MEDICAL SUPPLIES AND PHARMACEUTICAL SERVICES

- A. With Technical Response, the Prospective Contractor **shall** provide a proposed Medical Supplies and Pharmaceutical Services Plan. This plan is subject to DOC approval and **must** be finalized prior to award.
- B. The Contractor **shall** provide all medical supply needs of DOC Inmates including, but not limited to:
1. Both durable and non-durable medical supplies.
 2. Medications.
 3. Office supplies.
 4. Medical records.
 5. Laboratory and x-ray supplies.
 6. Books.
 7. Periodicals.
 8. Dentures.
 9. Prosthetic devices.
- C. The Contractor **shall** provide for the complete pharmaceutical needs of DOC Inmates.
- D. The Contractor **shall** be responsible for rendering the required pharmaceutical services in accordance with local, State, and federal statutes, rules and DOC policies, and community standards of practice.

- E. The Contractor **shall** submit a complete plan that describes how the Contractor will provide comprehensive pharmaceutical services, including subcontracting with a third-party pharmacy.
1. The Contractor **shall** include in their proposal all descriptions of pharmacy practice, known to the Contractor as part of their pharmacy program that has not been included in this RFP.
 2. The Contractor **shall** provide DOC with a current copy of its third-party subcontractor's Arkansas pharmacy permit(s).
- F. The Contractor **shall** cooperate with obtaining discounts available to DOC in the procurement of medications.
- G. All pharmaceutical services **must** be the responsibility of the Contractor.
- H. The Contractor **shall** provide necessary training on-site for staff assigned to receive and maintain the medication inventory in preparation for medication administration, and for ordering new medications, or re-ordering medications for DOC Inmates.
- I. The Contractor **shall** participate in the Pharmacy and Therapeutics (P&T) committee, which is established to authorize and monitor the types of pharmaceuticals utilized for the Inmate population.
1. The P&T committee is comprised of the DOC Mental Health Administrator, DOC Health Services Administrator, Chief of Pharmacy Services, State Medical Director, Chief of Psychiatry, and designated staff.
 2. The P&T committee **shall** approve any changes to the Formulary prior to implementation.
 3. The Deputy Director of Health and Correctional Programs will appoint additional staff to this multidisciplinary committee, as deemed appropriate.
- J. The Contractor **shall** participate in a monthly P&T committee meeting to include, but not be limited to a review of the Formulary and non-Formulary usage, Provider prescribing practices, drug utilization review, educational information, and other topics relevant to pharmacy operations. A minimum of ten (10) monthly meetings will be conducted per year.
- K. The Contractor **shall** use DOC's established Formulary of legend drugs and over the counter (OTC's) medications for use within the Facilities. Subsequent changes to the Pharmacy Formulary **must** be approved by the P&T committee prior to implementation.
- L. The Contractor **shall** provide a comprehensive policy and procedure manual governing pharmacy operations, consistent with DOC policy and procedures, ACA standards, and State of Arkansas rules and DOC policies. The Contractor **shall** describe the use of the Formulary and procedures for non-Formulary medication approval using the EHR system.
- M. The Contractor **shall** provide a Project Work Plan identifying and documenting the detailed requirements and specifications for integrating the Pharmacy Services System into DOC operations.
- N. The Contractor **shall** provide a reporting system for UM that provides up-to-date data on all pharmaceuticals ordered for DOC.
1. The system **must** provide for reporting by date(s), Facility, prescriber, Inmate, drug or drug category utilization, or any combination thereof.
 2. Monthly reporting of prescription errors **must** be provided.

- O. The Contractor **shall** provide stock medications of commonly utilized medications, such as OTC's, prescription, and controlled substances, for administration to Inmates prior to receipt of their actual Patient-specific prescription.
- P. The Contractor **shall** provide a system for ordering, monitoring, on-site receipt, and maintaining an inventory of pharmaceuticals in a safe, secure, and organized fashion.
1. The system **must** include an error tracking system consistent with the applicable standards and Arkansas rules and DOC policies.
 2. The Contractor **shall** order prescription refills at least six (6) Calendar Days prior to the prescription due date.
- Q. The Contractor **shall** provide medication administration using the EHR, and the accountability of all pharmaceutical items required for treatment of DOC medical, dental, and mental health Inmates.
- R. The Contractor **shall** provide Pill Calls at all DOC Facilities that **must** occur or accommodate delivery of medication to Inmates three (3) times per day, or as frequently as may be required, including delivery of medication to segregated population groups. The Contractor **shall** ensure that electronic medication administration records (eMAR) are accurate and up to date.
- S. The Contractor **shall** assure DOC that every medication dispensed is in complete compliance with the prescribed orders and has been carefully reviewed.
- T. The Contractor **shall** establish an inventory control component with Par Levels to ensure the availability of necessary drugs, protect against loss or theft of pharmacy supplies, and utilize Patient-Use profiles to monitor the prescriptive drug activities of Inmates.
- U. The Contractor **shall** provide the procedural use of Over the Counter (OTC) medications and a list of prescription medications that may be safely self-administered by Inmates (On-Person Medications (OPM's)). The procedure **must** include restriction of OPMs for any Inmate unable to manage the responsibility of self-medication use and security.
- V. The Contractor **shall** guarantee that all packaged medications are stored in a lockable storage device, for example, a medication cart.
1. The medication carts **must** be constructed with a door locking mechanism to prevent unauthorized Access to medication during non-medication administration times and during transit.
 2. The Contractor **shall** provide additional carts to accommodate its system if the available medication carts currently provided by DOC are not adequate.
- W. The Contractor's State Medical Director **shall** be responsible for approving and deferring Patient specific non-Formulary requests, including psychotropic medications.
1. The Contractor **shall** ensure that any subcontractors have the capability to electronically receive prescription orders at the pharmacy for dispensing.
 2. As part of this solicitation, the Contractor **shall** identify the system of order transmission to the pharmacy, providing medications as ordered, and the installation and maintenance of necessary equipment and support services.
- X. The Contractor **shall** be responsible for the expense of providing the electronic pharmacy system with appropriate encryption, to interface with DOC's Electronic Health Record (EHR) for transmittal of prescriptions and pertinent data.

- Y. The Contractor **shall** confirm that every medication dispensed to a DOC Facility complies with the prescribed orders and has been carefully reviewed for information by a pharmacist registered with the State of Arkansas.
- Z. The Contractor **shall** provide consultant services and inspections by a pharmacist holding a valid Arkansas license and/or physician for analysis and consultation with the medical services Providers on prescribing practices and treatment alternatives. The Contractor **shall** work collaboratively in the collecting and reporting of data and in the development of indicators to be measured.
- AA. The consultant pharmacist, as specified by local, State, and federal statutes, and DOC policies, **shall** provide consulting services monthly to all licensed infirmaries and on a quarterly basis to all other units. The Contractor's consultant **shall** ensure that Facility inspection reports are shared at the P&T committee meetings, issues are discussed, and any necessary administrative actions are taken.
- BB. The Contractor's consultant pharmacist **shall** conduct on-site inspections monthly of all licensed infirmaries and on a quarterly basis of all other Facilities. The inspections **must** be standardized and include aspects of pharmacy from the point of prescription, order handling, dispensing, administration, and all documentation.
- CC. Upon receipt of the inspecting pharmacist report, Contractor **shall** provide a timely follow-up, not more than seven (7) Calendar Days, and problem resolution on any issue within its area of responsibility.
- DD. The Pharmacist **shall** inspect all areas where the medications are stored and maintained at DOC Facilities.
1. The inspection **must** cover the aspects of pharmaceutical management such as storage conditions, security, disposal practices, return of unused medications, documentation of inventory management for stock medications, psychotropic medications, and controlled substances.
 2. Security aspects, such as double-locking cabinets for narcotic storage **must** be included.
 3. Survey of the physical plant, such as lighting, temperature control, moisture, and refrigerator use **must** be included.
 4. The inspecting pharmacist **shall** produce a report from each inspection and suggest Corrective Action Plans for the denoted deficiencies.
 5. The reports **must** be provided to the Medical Services Site Health Services Administrator within ten (10) Calendar Days of the inspection.
- EE. The Contractor **shall** ensure that the following are provided to DOC Inmates:
1. Prescriptions consistent with the approved Pharmacy Formulary and approved non-Formulary medications list.
 2. Notifications of contraindications, drug interactions, drug allergies, incorrect dose, and similar information.
 3. The ability to print a current paper copy of the Medication Administration Report (MAR).
 4. Proper packaging and delivery of medications.
 5. A barcode on all prescriptions filled that is compatible with DOC's EHR and eMAR.

- a. Medications **must** be delivered to the ordering Facility, bundled by Inmate, and sorted by regular non-scheduled medications and scheduled medications.
 - b. Within scheduled medications, psychotropic medications **must** be separated for ease of identification.
6. Medications dispensed in “blister pack” cards, or similar unit-dose packaging system compliant with both State of Arkansas and federal statutes, rules and DOC policies regarding the handling, accountability, and dispensation of drugs.
7. Provisions of compounded intravenous solutions, for example antibiotics, to be administered in DOC Facilities.
8. Routine delivery availability six (6) days per week, with procedures established for STAT medications to be administered from stock medications. The delivery company **must** be able to deliver on Saturday.
9. Through agreements with local pharmacies, urgent delivery of STAT medications and pharmaceutical supplies within six (6) hours of placing an order. Urgent delivery **must** be provided twenty-four (24) hours per day, and seven (7) days per week.
10. Through an agreement with local pharmacies, Emergency delivery of life-sustaining Formulary and non-Formulary STAT medications ordered to be obtained and administered within one (1) hour of placing the order. Delivery **must** be provided twenty-four (24) hours per day, and seven (7) days per week.
11. Next day on-site delivery for each electronically transmitted prescription order that is received before 3:00 p.m. Central Time every weekday and on Saturdays via overnight delivery through an established commercial carrier.
12. Automatic refill medications identified as “Auto-Refill” by DOC. Auto-refills **must** be delivered five (5) Calendar Days before they are due, at a minimum, but no earlier than ten (10) Calendar Days before they are due to avoid storage problems at the Facilities.

2.17 HEALTH EDUCATION

- A. With Technical Response, the Prospective Contractor **shall** provide a proposed Health Education Plan. This plan is subject to DOC approval and **must** be finalized prior to award.
- B. The Contractor **shall** provide health education for DOC personnel in cooperation with the DOC’s Training Academy and/or Unit Training Officers.
 1. Subject matters or topics **must** include but not be limited to:
 - a. Basic First Aid.
 - b. CPR.
 - c. Heat Injury Prevention.
 - d. Seizure Disorder.
 - e. Infection Prevention and Control.
 - f. Safety and Sanitation.
 - g. Emergency drills for health care spaces.

- C. The Contractor **shall** provide monthly health education for Inmates at all DOC operated/managed Facilities. The Contractor and the Department will discuss and compile a list of mutually agreed upon health education topics.
 - 1. The Contractor **shall** receive written approval from the Department before conducting health education for Inmates.
- D. Health education programs may implement the use of pamphlets, posters, audio-visual devices, DOC electronic platforms, or live interactive presentations, and **must** meet ACA training requirements and be approved by the DOC HSA.

2.18 SAFETY, SANITATION, AND INFECTIOUS DISEASE CONTROL

- A. With Technical Response, the Prospective Contractor **shall** provide a sample Safety, Sanitation, and Infectious Disease Control Plan.
- B. The Contractor **shall** provide a plan for providing the following:
 - 1. Ensuring compliance with the Facility's written plan to address Inmate and staff injury prevention.
 - 2. Inspect each health care services area at least weekly, record findings, report adverse findings at Department or Facility staff meetings, and follow-up to ensure all deficiencies are corrected.
 - 3. Participate in kitchen and other Facility inspections as requested.
 - 4. Screen/Approve of Inmates to work in food services.
 - 5. TB screening of Inmates in accordance with ADH guidelines and recommendations.
 - 6. Hepatitis A/B vaccination of any Inmate assigned to work in a sewage or wastewater treatment capacity.
 - 7. Other measures to prevent the spread of disease.
 - 8. Dedication of a regional and unit staff position to infectious disease control.
 - 9. Dedication of staff and time at the unit level to address these issues.

2.19 MEDICAL WASTE

- A. With Technical Response, the Prospective Contractor **shall** provide a proposed Medical Waste Plan. This plan is subject to DOC approval and **must** be finalized prior to award.
- B. The Contractor **shall** provide and be financially responsible for meeting all bio-hazardous waste disposal requirements at each DOC Facility including provision of storage containers, implementation of appropriate storage procedures, transport of waste to appropriate pick-up point, and transport away from each DOC Facility, in compliance with all State and federal DOC policies.

2.20 CONSULTATION SERVICES

The Contractor **shall** provide consultation regarding medical issues or concerns affecting the daily workflow of the DOC to the appropriate DOC leadership from the health care perspective regarding Facility, services, technology, program plans, and operations, as requested.

2.21 EQUIPMENT

- A. The Contractor **shall** be responsible for meeting all the equipment needs of the program beyond that available for use at the time of initial implementation of the contract.

1. Lease and rental agreements **must** have language indicating that the Contractor is solely responsible.
 2. The Contractor **shall** be responsible for properly accounting for and maintaining all furniture, non-healthcare equipment, and healthcare equipment including repair, replacement, and installation of State-owned equipment.
- B. The Contractor **shall** be responsible for all costs, including installation associated with any new or additional furniture, non-healthcare equipment (including telephone equipment, telephone lines and service, copy machines, and facsimile equipment), and healthcare equipment.
 - C. With Technical Response, the Contractor **shall** describe their replacement schedule for x-ray equipment, EKG's, wheelchairs, and any other equipment needing replacement and deemed necessary to meet the requirements of this RFP.
 - D. Any additional furniture or equipment added by the Contractor **shall** be owned and maintained by the Contractor and **shall** be retained by the Contractor upon expiration or termination of the contract.
 - E. The Medical Services Contractor **shall** identify an equipment fund that is equal to ten percent (10%) of the total value of existing equipment and **shall** be responsible for replacing all equipment when no longer able to be used. Any equipment valued at more than five hundred dollars (\$500.00) **must** be approved by the DOC Health Services Administrator before being brought into a DOC Facility.
 - F. The Contractor **shall** be responsible for any cost incurred to ensure that any equipment brought into a Facility or purchased by the Contractor meets the DOC network security measures.
 - G. DOC may allow the Contractor Access to phone lines, computer-based information systems, and other specialized equipment.
 - H. Line charges, cost of data terminals, and other costs **must** be borne by the Contractor.
 - I. DOC will not be responsible, in any way, for damage or loss caused by fire, theft, accident, or otherwise to the Contractor's stored supplies, materials, equipment, or personal property on DOC property.
 - J. All data, forms, procedures, software, manuals, system descriptions and workflow developed or accumulated by the DOC, or the Contractor used in the performance of this contract **must** become property of the State.
 1. This includes all materials completed manually, mechanically, or electronically for either internal or external use.
 2. The Contractor **shall not** release any materials without written approval of the Department.

2.22 MANDATORY SITE VISITS

- A. The Prospective Contractor or a maximum of two (2) representatives **shall** attend and participate in mandatory site visits for each location as specified on Attachment A Site Visit Schedule attached to the solicitation in ARBuy. The Prospective Contractor Representatives **shall** attend all days without substitution.
- B. The Mandatory sites visit will begin promptly at the times referenced in Attachment A Site Visit Schedule each day.
- C. The Prospective Contractor may contact (870) 692-4075 or (870) 267-6331 in the event of difficulty locating the Facility *prior* to the official start time of each tour.

- D. Upon arrival at each location, the Prospective Contractor's representatives **shall** sign a sign-in sheet provided by DOC. It is strongly encouraged to arrive early enough to allow time for check-in requirements.
- E. Should the Prospective Contractor or their representatives arrive at the DOC starting location specified on Attachment A Site Visit Schedule after the scheduled start time of the recommended site visits, the Prospective Contractor or their representatives **shall not** be permitted to participate in the recommended site visit or any of the other recommended site visit locations.
 - 1. It is strongly encouraged that the Prospective Contractor or their representatives drive to each DOC location and/or map out a route to each location prior to the mandatory site visits to determine where to park and allow enough time to arrive before each mandatory site visit begins.
 - 2. Late arrivals will not be permitted to join the recommended site visits once they have started. Anyone running late or having difficulty finding a unit will need to notify the contact number provided above.
- F. The Prospective Contractor or their representatives **shall** follow all entrance procedures as instructed by DOC staff during mandatory site visits.
- G. The Prospective Contractor or their representatives **shall** provide Attachment B Mandatory Site Visit Verification Form to the DOC personnel for signature upon completion of the mandatory site visits.
- H. The Prospective Contractor **shall** submit the signed Attachment B Mandatory Site Visit Verification Form with their bid submission.
- I. Should the Prospective Contractor fail to participate in the mandatory site visits at the location, date, and time specified within this RFP for any reason, the Prospective Contractor's bid will be rejected.
- J. The Prospective Contractor or their representatives present and participating in the mandatory site visits will be given the opportunity to ask questions during the mandatory site visits. Although answers will be provided as a courtesy to all Prospective Contractors in attendance, no oral responses provided by DOC personnel to any question posed at the mandatory site visits will become part of a contract resulting from this solicitation unless the oral response provided is reduced to writing and attached as an addendum to this RFP.
- K. The Prospective Contractor or their representatives **shall** RSVP prior to the mandatory site visit with the name(s) of the Prospective Contractors representatives and a phone number where they can be reached each day in case of a schedule adjustment. Prospective Contractor **shall** email the RSVP to Heather.Bailey@arkansas.gov no later than close of business on Thursday, February 22, 2024.
- L. The Prospective Contractor or their representatives **shall** bring photo identification to enter each Facility.
- M. The Prospective Contractor or their representatives **shall not** bring any electronic device(s) into any of the mandatory site visit sites. Electronic device(s) include but are not limited to cell phones, smart watches, tablets, and computers. Any electronic device brought into a Facility **must** be locked up by the warden, or their designee, until the conclusion of the site visit.
- N. Prospective Contractors should not wear or bring anything with metal inside each Facility to speed up the check-in process. Clothing items that may interfere with security clearance processes include but are not limited to metal buttons, excessive zippers, underwire bras, and some jewelry such as necklaces, bracelets, and earrings.

2.23 STAFFING

- A. With Technical Response, the Prospective Contractor **shall** provide a proposed Staffing Plan. This plan is subject to DOC approval and **must** be finalized prior to award.
- B. A detailed staffing pattern for each DOC Facility **must** be provided, including the number of on-site FTEs or qualified health care and/or support personnel, functional job title, average salary for each position, and typical schedule per work week. See Attachment AA Current Position Allocations attached to the solicitation in ARBuy.
 - 1. Per Attachment AA Current Position Allocations, a list of FTEs and how they are currently utilized will be provided. The staffing patterns may be adjusted to meet the needs of the facility. Any staffing adjustments **must** be subject to approval by the DOC,
 - 2. Staffing patterns **must** ensure that the standards of the American Correctional Association (ACA) and the Arkansas Department of Health (ADH) are met.
 - 3. The Prospective Contractor **shall** submit as part of their response to this RFP, a written proposed staffing pattern demonstrating how they **shall** adhere to or exceed all applicable standards of care.
 - 4. The Prospective Contractor **shall** develop safe staffing patterns in accordance with the specific needs of each unit, including Patient acuity, the experience level of nurses, levels of care mix, and the availability of resources, such as technology and training for the nursing staff and **shall** describe their plan and capabilities to meet this requirement.
 - 5. Once staffing patterns are accepted by DOC, any additional changes by the Contractor **must** be approved by the Department.
- C. The Contractor **shall** employ sufficient staffing and utilize appropriate resources to achieve contractual compliance. For the ADC Units with a population of 500 or more Inmates, the Contractor **shall** ensure a minimum of one nurse and one additional staff member who is trained to assist in medical emergencies are on duty at all times.
- D. The Contractor may request reallocation of staff or manhours depicted in Attachment AA Current Position Allocations due to patient load or operation demands and/or request to decrease manhours of a specific job category if accompanied by an equal increase in a different job category. Any changes in staffing patterns **must** be approved by the Department prior to enacting the change. Any increases to the staffing pattern proposed by the Contractor necessitated by the operational demands or adverse findings of a DOC, ADH, DHS, or ACA audit **shall** be at the expense of the Contractor.
- E. The Contractor's resources **must** be adequate to achieve outcomes in all functional areas within the organization.
- F. The Contractor's personnel and agents, under this agreement, are bound to the statutes, rules, and DOC policies of the State of Arkansas, DOC policies, and policies of the Arkansas Board of Corrections, and all policies of DOC. DOC may deny Access to any DOC Facility to any employee, or agent, or require the immediate removal of an employee, or Department, who poses a risk or unacceptable threat to the security and good order of an ADC or ACC Facility.
- G. Among the policies that the Contractors' employees, or agents, are required to follow, they **shall** be subject to and cooperate fully with any DOC Internal Affairs division investigation and drug testing pursuant to DOC policy and procedures. The Contractor **shall** establish and maintain a standard policy and/or procedure regarding the drug testing of their employees or agents providing service(s) in DOC Facilities, and their employees and agents are subject to DOC drug testing.
- H. Failure to meet standards **must** be grounds for breach of contract and default on the performance bond.

- I. The Contractor **shall** provide a plan for the staff retention of the incumbent staff that includes, but is not limited to:
 - 1. The Contractor's plan for salary compensation for all incumbent staff.
 - 2. The Contractor **shall**, at a minimum, indicate their intent to maintain salaries for the current staff.
 - 3. Sick leave and vacation time.
- J. The Successful Contractor **shall** contact each incumbent staff member to determine his or her continued employment status.
- K. The Successful Contractor **shall** waive eligibility time frames for health and retirement programs for all continued incumbent staff.
- L. The Successful Contractor agrees that it **shall not** bind any of its employees, or those under contract with the Contractor, to any agreement, which would inhibit, impede, prohibit, or restrain in any way that would restrict such employee or independent Contractor from accepting employment with any subsequent health care Provider to the DOC or any other employer, other than legitimate non-competition clauses in employment agreements of program leadership (defined as the vice president of operations and the Statewide medical director, mental health director, and director of nursing) that prohibit serving in leadership roles for competitors but does not limit a licensed professional from practicing their profession.
- M. The Contractor is strongly encouraged to maintain existing incumbent staff to the extent that they are qualified, that the position still exists, and both the DOC and the successful Contractor agree to that employment.
- N. The Contractor **shall** fill all staff positions within thirty (30) Calendar Days of vacancy.
 - 1. Any delay in filling a position beyond the time limit **must** have prior written approval from the ADC Deputy Director of Health Programs, the ACC Deputy Director, or their designee.
 - 2. Delays greater than sixty (60) Calendar Days may be cause for declaration of breach of contract.
 - 3. Any on-site hours not provided will result in manhour deficiencies. DOC will deduct from the monthly reimbursement at the rate shown in the Manhour Deficiency Withholding Schedule. See Attachment C Manhour Deficiency Withholding Schedule attached to the solicitation in ARBuy.
 - 4. Manhour deficiencies are based on contracted on-site hours less hours provided.
- O. The Contractor **shall** demonstrate their ability to manage and support the program they propose, including but not limited to:
 - 1. Ensure that all employees are independent Contractors providing respective clinical services or serving as staff under this contract are appropriately licensed or credentialed as required by statutes, rules, and DOC policies of the State of Arkansas.
 - 2. Administrative and consultant base for monitoring the program and correcting problems as they arise.
 - 3. Support staff to handle all types of records and communication.
 - 4. The Medical Services Contractor **shall** meet at least monthly with DOC wardens to solve problems and document these meetings.
 - 5. Corporate structure to handle the administrative aspects of the proposal.

6. A staffing pattern adequate to implement the program as proposed.
7. Training of staff in DOC policy, procedure, and practice.
8. Continuing medical education of staff.

2.24 REPORTING

- A. With Technical Response, the Prospective Contractor **shall** provide sample reporting. This reporting format, content, and frequency is subject to DOC approval and **must** be finalized prior to award.
- B. The Contractor **shall** submit to the DOC, on a monthly basis, written reports on the status of the health services program, as defined in RFP Section 2.24.C. throughout the duration of the contract.
- C. Attachments listed below are currently in use for reporting. The reporting format may be updated or adjusted with DOC approval, provided that all requested information is included.
- D. Reports **must** include but not be limited to:
 1. Monthly Manhour Report.
 2. Monthly Medical, Dental, and Mental Health Services Report, see Attachment X attached to the solicitation in ARBuy.
 3. Monthly Inpatient and ER Utilization, see Attachment F attached to the solicitation in ARBuy.
 4. Daily Backlog Report, see Attachment Y attached to the solicitation in ARBuy.
 5. Staff Occupancy Rate.
 6. Monthly Pharmacy Utilization Report, see Attachment H attached to the solicitation in ARBuy.
 7. Monthly Consult Tracking Log, see Attachment Z attached to the solicitation in ARBuy.
 8. Monthly Grievance Board Report. Any Grievance that is found with Merit at the appeal level **must** be subject to monetary sanction.
 9. The DOC may, from time to time, request such reports more frequently, or additional reports, and the Contractor **shall** comply with such requests.
 10. Status reports **must** contain but not be limited to the following:
 - a. Progress during the past reporting period, including significant accomplishments and/or milestones reached.
 - b. Health Services Report, see Attachment X attached to the solicitation in ARBuy.
 - c. Daily Inpatient and ER Utilization, see Attachment F attached to the solicitation in ARBuy.
 - d. Daily Sick Call and Chronic Care Backlog Report, see Attachment Y attached to the solicitation in ARBuy.
 - e. Monthly Consult Tracking Log, see Attachment Z attached to the solicitation in ARBuy.
 - f. Monthly Staffing Report, which is contracted hours versus on-site worked hours.

- g. Problems encountered and solutions implemented or recommended.
 - h. Anticipated problems for the next reporting period.
 - i. Proposed solutions to any problems.
 - j. Litigations filed against the Contractor or settled by the Contractor.
 - k. Any actions requested to be taken by the State.
 - l. Any updated project schedules that reflect progress to date.
- E. The Contractor **shall** schedule a formal review meeting with the Division Directors to be held quarterly, throughout the life of the contract to discuss the current Health Services status.
 - F. The Contractor Regional Vice President or their designee **shall** attend all Board of Corrections meetings.
 - G. The State Medical Director and the Regional Vice President of the Contractor **shall** meet with the DOC Health Services Administrator, and other DOC staff as appropriate, and with each unit's warden/administrator as requested.
 - H. Minutes of such meetings **must** be prepared by the Contractor, signed by the Contractor's Regional Vice President, and filed with the DOC Health Services Administrator and the ACC Deputy Director.
 - I. The Contractor **shall** prepare and provide as directed by the DOC Health Services Administrator monthly service reports on a mutually agreed upon schedule with the Contractor and DOC.
 - J. As a minimum, reports **must** include an analysis of Encounters, CQI, staffing, UM, daily hospital utilization, deaths, and a summary of operational improvements, and a narrative of planned program and system enhancements.

2.25 PRICING SUBMISSION REQUIREMENTS

- A. The Prospective Contractor **shall** submit one proposal and one price sheet to provide Comprehensive Medical Services, Comprehensive Dental Services for ADC with limited Dental Services for ACC, Comprehensive Pharmacy Services, and Comprehensive Mental Health Services that includes MAT but excludes substance use treatment and sex offender treatment programs for DOC.
- B. All proposals **must** contain a Per Inmate Per Month (PIPM) aggregated price quote for services.
- C. Two (2) different PIPM rates are expected for different services provided to different types of populations. Rates **must** be quoted for:
 - 1. Inmates housed in DOC Facilities, ALETA, Arkansas State Police, though requirements may differ among the Facilities.
 - 2. ADC Inmates housed in county jails as part of Act 309 (as per AR Code § 12-30-401 et seq) assignment (county jail contract), Work Release Sites, and any ADC operated jails.
- D. Failure to provide this type of pricing may result in rejection of Prospective Contractor's proposal.
- E. The Prospective Contractor **shall** base services on a contract that is extendable on an annual basis for up to ten (10) consecutive Fiscal Years (July 1, 2024 through June 30, 2034) without rebid (per Arkansas Code Annotated § 12-27-142), contingent upon annual review and recommendation by the Secretary of Corrections, based on input from Division Directors or their designees, extension of

authorization by the Board of Corrections, and biennial funding and appropriation by the State of Arkansas.

- F. All charges **must** be included on the *Official Solicitation Price Sheet* attached as a separate Excel spreadsheet to the solicitation in ARBuy and **must** be included in the cost evaluation.
 - 1. Proposal prices **must** be valid and remain firm through the term of the contract.
 - 2. The Prospective Contractor **shall** include all pricing information *only* on the *Official Solicitation Price Sheet* attached as a separate Excel spreadsheet to the solicitation in ARBuy.
- G. Any cost not identified by the successful Prospective Contractor but subsequently incurred in order to achieve successful operation **must** be borne by the Contractor.
- H. Should negotiations become necessary during the ten (10) year contracting period, the Contractor **shall** provide open Access to accounting data necessary to assure DOC that pricing is appropriate to actual costs and be willing to submit this data to an independent audit at the discretion of DOC.
- I. Price quotes **must** be on rated capacity as shown in this RFP.
- J. Additional beds, including those in new Facilities, **must** be covered at the PIPM bid rate.

2.26 PROGRAM COST BIDS

- A. The requirements, terms and conditions of this RFP **must** be reflected in the firm prices quoted by the Prospective Contractor on the *Official Solicitation Price Sheet* attached as a separate Excel spreadsheet to the solicitation in ARBuy.
- B. The Prospective Contractor **shall** furnish price quotations in the following manner:
 - 1. All bids **must** contain a Per Inmate per Month (PIPM) aggregated price quote for all services.
 - 2. The first contract period is for twenty-four (24) months and subsequent contract periods and renewals thereafter will be for twelve (12) months each.
 - 3. The Prospective Contractor **shall** submit one (1) proposal for comprehensive Medical, Dental, Pharmacy, and Mental Health Services for DOC Inmates.
- C. The Prospective Contractor **shall** quote an aggregate cost PIPM for ten (10) years of the contract term for DOC Facilities and the Act 309 (as per AR Code § 12-30-401 et seq) program, Work Release Sites, and any ADC operated jails identified in this RFP.
 - 1. Failure to provide this type of pricing will cause the proposal to be rejected.
 - 2. Inmate count for the purposes of reimbursement is guaranteed not to fall below ninety-five percent (95%) of ADC's rated capacity and ninety-five percent (95%) of ACC's rated capacity as set and adjusted by the Board of Corrections.
 - 3. The costs quoted **must** take this factor into consideration.
 - 4. Monthly reimbursements **must** be calculated upon Average Daily Population with information provided by the Department on a monthly calendar basis.
- D. The Prospective Contractor **shall** separately quote costs (including all medications) for ADC Inmates housed in county jails as part of an Act 309 (as per AR Code § 12-30-401 et seq) assignment.
- E. A guaranteed maximum rate of increase should be expressed for the ten (10) years of the contract.

1. The Prospective Contractor **shall** attest to the amounts quoted on the *Official Solicitation Price Sheet* attached as a separate Excel spreadsheet to the solicitation in ARBuy.
2. Signature **must** be affixed by the Prospective Contractor's official who has authority to bind the Prospective Contractor to cost quoted on the *Official Solicitation Price Sheet* attached as a separate Excel spreadsheet to the solicitation in ARBuy.
3. The Prospective Contractor **shall** certify in writing that the bid was arrived at independently without collusion, consultation, communication, or agreement with any other Prospective Contractor or competitor.

2.27 PROGRAM COMPENSATION

- A. The Contractor's quoted PIPM cost will be multiplied by the monthly Average Daily Population. Reimbursement is subject to deduction for manhour deficiencies, and purchases requested through the State.
- B. Upon initiation of the comprehensive health services contract, DOC will provide the Contractor with the Average Daily Population on a monthly calendar basis for ADC, ACC, Work Release Sites, and any ADC operated jails, and Act 309 as per AR Code § 12-30-401 et seq, for each subsequent calendar month.
- C. The Contractor **shall** submit a monthly detailed staffing report for each Facility broken down for each position that indicates hours due under the contract and the hours provided.
 1. Excluding allowances listed below, any hours not provided per the contract will remain manhour deficiencies that will be deducted from the monthly compensation due under the Comprehensive Medical Services contract.
 2. Manhour deficiencies will be calculated per Attachment C ADC/ACC Manhour Deficiency Withholding Schedule.
 3. There will be an allowance of up to one hundred ninety-two (192) hours of paid time off for all staff. This does not include off-site training. Each year, by June 15, the Contractor **shall** provide a schedule of planned off-site training events for each employee for the following Fiscal Year to the DOC Health Services Administrator.
 4. Services provided at another ADC or ACC Facility may count towards hours provided at that Facility with approval from the DOC Health Services Administrator.
 5. The payback amounts on this schedule **shall** increase annually by the same percentage increase as the PIPM rate.
- D. The detailed staffing report is due by the fifteenth (15th) day of the month following the month of service, and for each subsequent calendar month thereafter throughout the term of the contract. When the fifteenth (15th) day of the month falls on a weekend, the Contractor **shall** submit the report on the Monday following the fifteenth (15th) day of the month.
- E. DOC will produce and deliver to the Contractor a Contract Compensation Statement from which the Contractor **shall** issue an invoice for payment to the DOC.
- F. The Contractor's quoted PIPM cost will be multiplied by the monthly Average Daily Population. Reimbursement is subject to deduction for manhour deficiencies, and purchases requested through the State.
- G. After receipt of invoice from the Contractor for the prior month's service, DOC will remit payment to the Contractor by either electronic funds transfer or by warrant prior to the last day of the month.

- H. DOC will endeavor to facilitate such payment within thirty (30) Calendar Days of receipt of the invoice.
- I. With Technical Response, the Prospective Contractor **shall** propose a plan for capture of the third-party reimbursement from Social Security, Medicare, Medicaid, private insurances, and any other government assisted agencies. Contractor **shall** document all third-party reimbursement, efforts to obtain invoicing, and communication in relation to reimbursement.

2.28 ARTICLES AND SERVICES PROVIDED BY DOC

- A. DOC will provide the following services, unless otherwise specified, to the Contractor. This includes but is not limited to:
 - 1. Structural maintenance of DOC Facilities. This does not include Contractor initiated expansions for services.
 - 2. Non-Emergency transportation of individuals to outside medical service Providers.
 - 3. DOC network connectivity, IT help desk.
 - 4. Administrative space on an as-available basis.
 - a. At minimum, the following positions **must** be located full-time in a DOC provided facility:
 - i. Regional Vice President
 - ii. Regional Director of Operations
 - iii. State Medical Director
 - iv. Regional Dental Director
 - v. Regional Mental Health Director
 - vi. Regional Director of Nursing
 - vii. Regional Nurse Educator
 - viii. CQI Coordinator
 - ix. Act 309 (AR Code § 12-30-401 et seq) Coordinator
 - x. Regional Infection Control Coordinator
 - xi. Regional Managers
 - xii. One (1) Medical Records Clerk
 - 5. Inmate labor under DOC procedures for janitorial and housekeeping tasks only.
 - 6. Access to DOC senior staff for guidance on policy and procedure.
 - 7. Preparation of food based on the dietary needs of Inmate Patients in accordance with the DOC Diet Manual. The Contractor **shall** be responsible for providing prescribed specialty food supplements such as Boost, Ensure, and other dietary supplements.
 - 8. Laundry services for linens used in clinical operations.

9. Cost of utilities at all DOC Facilities, including without limitation water, gas, electricity, sewage, and basic local phone service as is available at time of contract initiation.

2.29 GENERAL CONTRACTUAL TERMS

- A. The Contractor **shall** send all invoices to the Department of Corrections Health Services Administrator:

Arkansas Department of Corrections
Attn: Melissa Moore
6814 Princeton Pike
Pine Bluff, AR 71602

Email: Melissa.Moore@Arkansas.gov.

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Department.
- C. The Contractor **shall not** invoice the State in advance of delivery of any services.
- D. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the service as a whole.
- E. The Contractor **shall** invoice the Department by an itemized list of charges.
- F. The Contractor **shall** reference the contract number on each invoice.
- G. The State of Arkansas may **not** contract with another party:
 1. To indemnify and defend that party for any liability and damages.
 2. Upon default, to pay all sums to become due under a contract.
 3. To pay damages, legal expenses, or other costs and expenses of any party.
 4. To conduct litigation in a place other than in Arkansas.
 5. To agree to any provision of a contract that would violate the Statutes, Rules and DOC policies or Constitution of the State of Arkansas.
- H. A party wishing to contract with the State of Arkansas **shall**:
 1. Remove any language from its contract which grants to it any remedies other than:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. Included in its contract that the Statutes, Rules and DOC policies of the State of Arkansas, and DOC policies govern the contract.
- I. Conditions of Contract
 1. The Contractor **shall**, always, observe and comply with federal, State, and local statutes, rules, ordinances, orders, and DOC policies existing at the time of or enacted subsequent to the execution of this contract which in manner affect the completion of the work.
 2. The Contractor and surety **shall** indemnify and hold harmless the Department and all its officers, representatives, agents, and employees against all claims or liability arising from or based upon

the violation of any such statutes, rules, and DOC policies, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful Contractor.

3. The Contractor **shall** pay all costs and attorneys' fees incurred by Plaintiffs' counsel as a result of court intervention. The Contractor will be responsible for the costs associated as a result of a court ordered remedy by a breach of the terms of the contract occurring during the pending of the contract.

J. Statement of Liability

1. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of the Contractor-owned equipment or items to be delivered or to be used in the installation of deliverables and services.
2. The Contractor **shall** retain total liability for Contractor-owned equipment, items, and all Contractor-owned possessions.
3. At no time will the State be responsible for or accept liability for an Contractor-owned items.
4. 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 any attorney's fees awarded by a court in addition to damages after litigation based on the contract.
5. The Contractor and the State **shall not** be liable to each other, regardless of the form of action, for consequential incidental, indirect, or specific damages.
6. The 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 any attorney's fees awarded by a court in addition to damages after litigation based on the contract.
7. Nothing in these terms and conditions **must** be construed or deemed as the State's waiver of its right of sovereign immunity.
8. The Contractor **shall** agree 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 Statutes, rules, and DOC policies, and **shall** be governed accordingly.

K. Confidentiality

1. The Contractor **shall** be bound to Confidentiality of any information of which its employees may become aware during the performance of contracted tasks.
2. Consistent and/or uncorrected breaches of Confidentiality may constitute grounds for cancellation of the contract.

2.30 ADDITIONAL TERMS AND CONDITIONS

A. Start Up and Transition Plan

1. The Contractor **shall** have the capacity to implement service delivery as described herein on a date agreed upon between the Contractor and the Department.
2. The Contractor **shall** provide, as part of the response to the RFP, a start-up implementation plan, including a schedule with timelines that includes the initial delivery of equipment and supplies, the hiring and training of contracted staff, and the transition of services.

3. The goal for full-service delivery at each Arkansas Facility **must** be no later than the contract starting date of July 1, 2024.

B. State's Right to Change the Contract

1. The Department may at any time, by a written order, make changes to the general scope of the contract. Examples may include the addition or deletion of services, or accommodation of changes in the individual population.
 - a. If any such change causes an increase or decrease in the cost of the contract of five percent (5%) of the annual value of the contract, a mutually satisfactory adjustment **must** be made to the contract price or delivery schedule or both, and the contract **must** be modified in accordance with the Arkansas Statutes, rules, and DOC policies.
 - b. Any claims by the Contractor for the adjustment under this clause **must** be asserted within thirty (30) Calendar Days of the receipt by the Contractor of notification of changes.

C. Termination Rights

1. The performance of work under the contract may be terminated by the Department in whole or in part, whenever the Department determines that such termination is in the best interest of the State. Termination for any reason requires prior Board approval.
 - a. Any such determination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under this contract is terminated and the date on which such termination becomes effective.
 - b. The termination date will not be less than thirty (30) days from the delivery date of the notice.
 - c. The contract may be equitably adjusted to compensate for such termination and the contractor modified accordingly.
 - d. The Board of Corrections will be the final authority for such adjustments, and, if applicable, subject to the concurrence of the appropriate committee of the Arkansas General Assembly.
2. In the event the State of Arkansas fails to appropriate funds or make monies available for any period covered by the term of this contract for the services to be provided by the Contractor, this contract **must** be terminated on the last day of the last period for which funds were appropriated or monies made available for such purposes.
 - a. The provision **must not** be construed to abridge any other right of termination the Department may have.
 - b. The contract **must** be governed by the statutes, rules of the State of Arkansas, and DOC policies and **must** be in accordance with the intent of Arkansas Code Annotated § 19-11-1001 et seq.
 - c. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or part of the agreement to be in conflict with the statutes, rules of the State of Arkansas, and DOC policies will be given proper consideration if and when this contract is renewed or extended.
 - d. The contract will be altered to comply with the then applicable statutes, rules, and DOC policies.
3. The Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the contract if it is found, after notice and hearing, by the Department or its authorized representative, the gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer

or employee of the State, Member of the Board of Corrections, or the evaluation committee with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending, or making of any determination with respect to contract performance.

4. The Department may declare a breach of contract and terminate the contract, in whole or in part, if the Contractor fails to perform provisions of this contract in accordance with its terms and does not cure such failure within a period of thirty (30) Calendar Days (or such longer period as the Department may authorize in writing) after receipt of notice from the Department specifying such failure.
 5. In the event the Department terminates this contract in whole or in part, as provided in paragraphs 3 and 4 above, the Department may procure upon such terms and in such manner as it may deem appropriate services similar to those so terminated.
 - a. The Contractor **shall** be liable for the Department for any excess reasonable costs for such similar services being procured.
 - b. The Contractor **shall** continue the performance of the contract to the extent not terminated under the provisions of all of paragraph 5.
 6. If this contract is terminated as provided herein, the Department, in addition to any other rights provided by law, will require the Contractor to deliver to the State in the manner and to the extent directed by the State, such partially completed reports or other documentation as the Contractor has specifically produced or specifically as acquired for the performance of such part of this contract as has been performed.
 7. Staff positions are expected to be filled within thirty (30) Calendar Days of vacancy.
 - a. Any delay in filling a position beyond the time **must** have prior written approval from the ADC Deputy Director of Health Programs, or their designee.
 - b. Delays greater than sixty (60) Calendar Days may be cause for declaration of breach of contract.
 - c. The Contractor **shall** provide, at a minimum, the number of on-site Full-Time Equivalents (FTE's) of qualified health care and support personnel specified in Attachment D Staffing Control Matrix, any on-site hours not provided will result in manhour deficiencies.
 - d. The Department will deduct from the monthly reimbursement at the rate shown in the Manhour Deficiency Withholding Schedule, which is Attachment C.
 - e. Manhour deficiencies are based on contracted on-site hours less hours provided.
- D. Disputes After Award
1. Except as otherwise provided in the contract, any dispute under the contract which is not disposed of by agreement **must** be decided by the Board of Corrections which will provide a written decision to the Contractor.
 - a. The decision of the Board of Corrections **shall** be final and conclusive.
 - b. Pending final decision of the dispute hereunder, the Contractor **shall** proceed diligently with the performance of the contract.
 - c. Pending such final decision, the Contractor **shall not** be paid any charges, which may be in dispute.

E. Soliciting Agents

1. The Contractor **shall** warrant that no person or selling Department has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting an Arkansas registered lobbyist maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the State will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

F. Indemnification

1. The Contractor **shall** agree to indemnify, defend, and save harmless the State, its officers, agents, and employees from:
 - a. Any claims or losses resulting from services rendered by any subcontractor, person, or firm, performing, or supplying services, materials, or supplies to the Contractor and arising from the acts or omissions of the Contractor in connection with the performance of this contract.
 - b. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation, disregard of federal or State policies or statutes, or DOC medical services policies, of the Contractor, its officers, employees, or subcontractors in the performance of this contract.
 - c. Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under this contract in a manner not authorized by the contract, or by federal, State, or DOC policies or statutes.
 - d. Any failure of the Contractor, its officers, employees, or subcontractors to observe Arkansas Statutes, Rules, and DOC policies, including but not limited to labor laws and minimum wage laws.

G. Lawsuits

In the event that any civil proceeding is commenced against the Contractor, its employees, or any personnel contracted through the Contractor to provide services under this agreement, resulting from or arising out of any act or omission in connection with services provided under this agreement, said defendants **shall not** seek representation from the Arkansas Attorney General's office.

H. Notice of Legal Action

1. Any notice of legal action that pertains to the Contractor, its employees, or other personnel provided by the Contractor in performing work required by the Department **must** be referred to the Contractor as specified by the Contractor's administrative procedures.
 - a. The Department will not act on behalf of the Contractor in the handling of any legal action notification.
 - b. The Contractor **shall** notify the Department, in writing, of any legal actions filed related to the performance of this contract, and subsequently the outcome of that action.

I. Status of the Contractor

It is expressly agreed that the Contractor and any subcontractors and agents, officers, and employees of the Contractor or any subcontractors in the performance of this contract **shall** act in an independent capacity and not as officers or employees of the State. It is further expressly agreed that this contract **must not** be construed as a partnership or joint venture between the Contractor and the State of Arkansas.

J. Cooperation Among Contractors

1. The Department may undertake or award other contracts for additional or related services, and the Contractor **shall** fully cooperate with such other Contractor(s) and State employees and carefully fit its own services into such additional services.
2. The Contractor **shall not** commit or permit any act, which will interfere with the performance of work by any other Contractor or State employee.
3. This section **must** be included in the contracts of all subcontractors.

K. Access to Records

1. The Contractor **shall** maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract in accordance with Arkansas law and DOC policies.
 - a. The Contractor **shall** agree to make available, at all reasonable times during the term of this contract, any of the records for inspection, audit, or reproduction by any authorized representative of the State of Arkansas.
 - b. The Contractor **shall** preserve and cause to be made available records in accordance with Arkansas law and DOC policies.

L. Subcontracts

1. The Contractor **shall** be fully responsible for all work performed under this contract. No subcontract entered into with respect to this contract **shall** in any way relieve the Contractor of responsibility for performance of its duties.
2. The Contractor may enter written subcontracts for the performance of certain function under the contract. The Contractor's subcontracts **must** be discussed and approved by the ADC Deputy Director of Health Programs, or designee, prior to implementation, with copies made available to the Department.
3. The Contractor **shall** be responsible for making sure that any subcontractor is properly informed of the relevant terms and conditions of the contract, applicable State and federal statutes, rules, and DOC policies, and DOC policy and procedure(s).
4. The Contractor **shall** give immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor which in the opinion of the Contractor may result in litigation related in any way to the contract or the State of Arkansas.
5. The Contractor **shall** include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical response.

M. Contract Control

1. The Arkansas Board of Corrections designates the Secretary of Corrections and/or Division Directors, or their designees, to monitor the contract, and will designate technical advisors as deemed necessary.
 - a. The primary responsibility of the DOC Health Services Administrator will be to monitor and enforce adherence to the work requirements of the contract.
 - b. Enforcement authority will include monetary action in the form of penalties (damages) otherwise set forth in this contract and/or termination of the contract.
 - c. Action to terminate the contract will require approval by the Board based upon recommendations by the Secretary of Corrections and the Division Directors.

- d. The Board of Corrections will serve as the final authority on any unresolved issues.
2. The Contractor **shall** designate a Regional Vice President.
 - a. The designee **shall** be of such administrative level as to respond or act as an agent of the Contractor.
 - b. The Regional Vice President **shall** maintain daily supervision of all contract activities involved with the contract.
 - c. The Regional Vice President **shall** be located in a DOC provided facility, available directly, or by notice, as may be required for handling unexpected contract problems.
- N. Ethical Standards §19-11-703 Statement of Policy
 1. Public employment is a public trust. It is the policy of the State to promote and balance the objective of protecting government integrity and the objective of Facilitating the recruitment and retention of personnel needed by the State. The policy is implemented by prescribing essential restrictions against conflicts of interest without creating unnecessary obstacles to entering public service.
 2. Public employees **shall** discharge their duties impartially so as to assure fair competitive Access to governmental procurement by responsible Contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the State procurement organization.
 3. To achieve the purpose of this subchapter, it is essential that those doing business with the State also observe the ethical standards prescribed in this subchapter.
- O. Contract Variations

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

The contract **must** be construed according to the statutes, rules, and DOC policies of the State of Arkansas. Any legal proceedings against the State regarding this RFP or any resultant contract **must** be brought in the State of Arkansas administrative or judicial forums. The venue **must** be in Pulaski County, Arkansas.
- Q. Environmental Protection

The Contractor **shall** comply with all applicable standards, order, or requirements issued under Section 305 of the Clean Air Act (42 CSC 1857 (h)), Section 508 of the Clear Water Act (33 USC), Executive Order 11738, and Environmental Protection Agency, DOC policies (40 CFR Part 15) which prohibits the use under nonexempt federal contracts, grants, or loans of Facilities included on the EPA list of Violating Facilities. The Contractor **shall** report violations to both the State of Arkansas and to the U.S. EPA Administrator of Enforcement.
- R. Attorney Fees

In the event that either party deems it necessary to take legal action to enforce any provision of this contract, in the event DOC prevails, the Contractor **shall** pay all expenses of such action including attorney fees and costs at all stages of litigation. Legal action **must** include administrative proceedings.

S. Medical Negligence

In the event that injury, illness, disability, or death occurs to an Inmate due to lack of or inadequate health care services, DOC will send medical record(s) to an independent physician to review and determine Medical Negligence. Should Medical Negligence be substantiated by the independent physician, DOC will assess monetary sanctions against the Contractor for that specific occurrence.

2.31 PERFORMANCE STANDARDS

- A. Performance Standards identify the expected deliverables, performance measures, or outcomes; and define the acceptable standards.
- B. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- C. 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.
- D. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- E. Failure to meet the minimum Performance Standards as specified will result in the assessment of monetary sanctions.
- F. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- G. Should any compensation be owed to the Department due to the assessment of damages, the Contractor **shall** follow the direction of the Department regarding the required compensation process.
- H. The Department reserves the right to increase monetary sanction amounts for service criteria that are assessed monetary sanctions on multiple months.
 - 1. For the first occurrence, the monetary sanction will be increased by one third of the current rate as outlined in the performance standards table.
 - 2. For the second occurrence, the monetary sanction will be increased by two thirds of the current rate as outlined in the performance standards table.
 - 3. For the third occurrence, the monetary sanction will be increased by double the amount of the current rate as outlined in the performance standards table. A performance improvement plan may be addressed by DOC HSA.
 - 4. For subsequent occurrences, the DOC Health Services Administrator will require a meeting with the Contractor's State Leadership. A performance improvement plan will be addressed, and actions taken to improve Contractor performance.

Performance Standards:

Service Criteria	Acceptable Performance	Monetary Sanctions (applied to monthly invoice unless otherwise stated)
Professional licenses and certificates	Staff maintains all professional licenses and certificates pertaining to their specific line of work.	DOC will assess a monetary sanction in the amount of two hundred fifty dollars (\$250) per occurrence for each staff member with expired licenses or certifications.
Accreditation / Licensing	Contractor maintains accreditation and/or licensing for all DOC facilities.	DOC will assess a monetary sanction in the amount of two hundred fifty dollars (\$250) per occurrence.
Staffing	Contractor maintains staffing levels at each facility as per the approved staffing pattern.	As per Attachment C Manhour Deficiency Withholding Schedule.
Health Services Requests – Daily	Requests retrieved, date stamped, and triaged daily.	DOC will assess a monetary sanction in the amount of seventy-five dollars (\$75.00) per day for each health services request not retrieved, date stamped, and triaged daily.
Health Services Requests not completed in allocated timeframe as stated in Section 2.6 of this RFP.	Requests completed within allocated timeframe as stated in Section 2.6 of this RFP.	DOC will assess a monetary sanction in the amount of one hundred fifty dollars (\$150.00) per day for each health services request not completed within the allocated timeframe.
Nurse Sick Call Referrals to Unit Provider	Seen within 7 working days of the referral.	DOC will assess a monetary sanction in the amount of one hundred fifty dollars (\$150.00) per day for each nurse sick call referral that is not completed within 7 working days.
Mental Health Services request	Seen within 5 working days of the request	DOC will assess a monetary sanction in the amount of one hundred fifty dollars (\$150.00) per day for each mental health service that is not completed daily.
Psychiatric Screening	Completed evaluation within 14 days after inmate referral.	DOC will assess a monetary sanction in the amount of seventy-five dollars (\$75.00) per day for each psychiatric screening of an inmate that is not completed within 14 Calendar Days.
Psychiatric Provider Services	Inmates seen at least every three (3) months for inmates prescribed psychotropic medications.	DOC will assess a monetary sanction in the amount of one hundred fifty dollars (\$150.00) per day for each inmate not seen in 3 months that is on psychotropic medications.
Chronic Care Clinic	Seen every 3 months unless otherwise specified by the provider.	DOC will assess a monetary sanction in the amount of one hundred fifty dollars (\$150.00) per day for each inmate enrolled in chronic care clinic that is not completed every 3 months.
Grievance Appealed – Found with Merit	100% compliance	DOC will assess a monetary sanction in the amount of three hundred dollars (\$300.00) per occurrence for each grievance appealed that is found with merit.

Service Criteria	Acceptable Performance	Monetary Sanctions (applied to monthly invoice unless otherwise stated)
Performance Standards, Continued		
Outpatient Specialty Referrals	100% compliance <ol style="list-style-type: none"> 1. Consult requests reviewed five (5) days per week, excluding holidays. <ol style="list-style-type: none"> a. Urgent consult requests viewed within two (2) calendar days. b. Routine consult requests reviewed within five (5) calendar days. 2. Urgent consult requests seen within seven (7) calendar days of approval of request. 3. Routine consult requests seen within ninety (90) days of the approval of request unless provider review and approval for extension is documented. 	DOC will assess a monetary sanction in the amount of three hundred dollars (\$300.00) per occurrence for each delay where contractual obligation(s) are not met.
Specialty Care	Consults seen in a timely manner as per the RFP.	DOC will assess a monetary sanction in the amount of four hundred fifty dollars (\$450.00) per occurrence.
Medical Records	100% compliance <ol style="list-style-type: none"> 1. Quarterly Audits and visits to ORU Hospital. 2. Quarterly Audits of all units with an infirmary ward. 3. Annual Audits of all DOC units. 4. All variances approved by DOC HSA prior to occurrence. 	DOC will assess a monetary sanction in the amount of three hundred dollars (\$300.00) per occurrence for each delay where contractual obligation(s) are not met.
Medical Negligence	Lack of or inadequate treatment of an Inmate as substantiated by an independent physician.	DOC will assess a monetary sanction in the amount of one hundred thousand dollars (\$100,000.00) per occurrence.
Medical Negligence – Post Facto	Lack of or inadequate treatment of an Inmate as substantiated by an independent physician.	DOC will assess a monetary sanction in the amount of one hundred thousand dollars (\$100,000.00) per occurrence.

SECTION 3 – SELECTION

3.1 TECHNICAL PROPOSAL SCORE

- A. DOC will review each *Technical Proposal Packet* to verify submission Requirements have been met. A *Technical Proposal Packet* that does not meet submission Requirements will be rejected and will not be evaluated.
- B. A Department-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. At this consensus meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criterion.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, 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.

5. Other Departments, consultants, and experts may also examine documents at the discretion of the DOC.

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 Department 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 Introduction and Company Profile	35	10%	70
E.2 Human Resources	30	20%	140
E.3 Employee Stabilization & Retention of Current Medical Services contract staff	25	20%	140
E.4 Comprehensive Medical Services	35	25%	175
E.5 Program Support Services	60	15%	105
E.6 Safety, Sanitation, and Infectious Disease	35	10%	70
Total Technical Score	220	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:

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

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

- E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Technical Proposals that do not receive a minimum weighted score of 300 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

3.2 ORAL PRESENTATION/DEMONSTRATION SCORE

- A. The three Prospective Contractors with the top technical proposal scores after the completion of the technical proposal evaluation will be contacted to schedule an oral presentation/demonstration. If the lowest technical proposal is within ten (10) points of the top technical proposal, then that Contractor may be invited for an oral presentation/demonstration.
- B. 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.
- E. The Prospective Contractors will be allowed one (1) hour for their Presentation and thirty (30) minutes for questions.
 - 1. The Prospective Contractor's staff member(s) to be assigned to the possible resultant contract for the Department **shall** deliver a significant portion of the Presentation.
 - 2. Pricing **must not** be discussed or included in the Presentation.
- F. The Prospective Contractor will be contacted by the individual listed on page one (1) of this document about the official date and time of the oral presentation that will be conducted in person.
- G. The Department reserves the right to record any and all Presentations.
- H. The Prospective Contractor **shall** be responsible for all expenses associated with the Presentation, including all travel and preparation expenses.

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 10-year grand total as shown on the *Official Solicitation Price Sheet attached as a separate Excel spreadsheet in ARBuy*.
- 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. The State may move forward to discussions with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for an award.

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.5 ANTICIPATION TO AWARD

- A. Once an anticipated Contractor has been determined, the anticipated award will be posted to the Solicitation posting in ARBuy by the date and time listed in Section 1.4, Table A.
- D. It is the responsibility of the Prospective Contractors to check the ARBuy website for the posting of an anticipation to award.

1. Anticipation to Award is posted for a period of fourteen (14) Calendar Days prior to the issuance of a contract. Notices are anticipated awards only and are subject to protest.
2. A contract resulting from this Solicitation is subject to State review and approval processes prior to award, which includes Legislative review and approval.

3.6 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.

SECTION 4 – SOLICITATION TERMS AND CONDITIONS

4.1 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (OSP Rule R8:19-11-229).
 - 1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime Contractor.
 - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submission of a proposal, the Prospective Contractor represents and warrants:
 - 1. That the prices in the proposal have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's office for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).
 - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting 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 Prospective Contractor for the purpose of securing business.
- D. Prospective Contractor should not discuss the Solicitation or proposal response, issue Statements or comments, or provide interviews to public media during the Solicitation and award process.
- E. Qualifications and services **must** meet or exceed the required Specifications as set forth in the Solicitation.
- F. The State will not pay costs incurred in the preparation of a proposal.

4.2 GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting <https://www.ark.org/contractor/index.html> and clicking the *Start Here* button.
- B. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 - 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 - 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- C. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, Institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
- D. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by the State to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:
 - 1. Remain property of the State.

2. Be kept Confidential as permitted or required by law.
 3. Be used only as expressly authorized.
 4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
 5. The Contractor **shall** properly identify items being returned.
- E. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).
1. The Contractor should invoice the Department by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the Department.
 3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the goods or services purchased as a whole.
- F. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- G. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract knowingly employ a Scrutinized Company as a Contractor (Arkansas Code Annotated § 25-1-1203).
- H. This RFP incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)).
1. The contract template is attached to the Solicitation in ARBuy as a sample for your information only.
 2. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.
- I. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

4.3 MINORITY AND WOMEN-OWNED BUSINESS

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

4.4 PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).

- B. Submission documents pertaining to the Solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed proposals, the State may maintain the Confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a proposal as Confidential by submitting a redacted copy of the proposal. By so redacting any information contained in the proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- E. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or Confidential information has been redacted in their proposal response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- F. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- G. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- H. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's Confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.