



STATE OF ARKANSAS

DEPARTMENT OF HUMAN SERVICES (DHS)

Division of Behavioral Health Services (the Division/Office)
(DBHS)

REQUEST FOR QUALIFICATIONS

DBHS-2016-04

for

**Comprehensive Community Support and
Psychiatric Rehabilitation Program**

Date Issued:

August 28, 2015

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**Comprehensive Community Support and Psychiatric
Rehabilitation Program
DBHS-2016-04**

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SECTION 1

INTRODUCTION

1.1 Purpose

The purpose of this Request for Qualifications (RFQ) is to obtain a vendor to operate a Comprehensive Community Support and Psychiatric Rehabilitation Program in Pulaski County, Arkansas, for individuals who have been and will be discharged from the Arkansas State Hospital. The terms of this RFQ are hereby incorporated into any contract awarded hereunder.

The eligible entities for this contract must be a corporation, professional association, or Limited Liability Corporation and authorized to do business in Arkansas. **All services provided under any contract awarded hereunder will be provided in Pulaski County, Arkansas.**

1.2 Background

The Division of Behavioral Health Services seeks a vendor qualified to provide a comprehensive community support and psychiatric rehabilitation program for select patients being discharged from the Arkansas State Hospital. Many of these patients have been diagnosed as having severe and persistent mental illness and many have had multiple inpatient admissions. Although they no longer require acute inpatient care they present persisting symptomatology and/or significant functional impairment, and present significant placement challenges at the time of discharge. Many of these patients have co-occurring substance abuse disorders and/or are being followed under court supervision subsequent to being found not guilty of serious offenses due to mental illness. In order to be able to function in the community these individuals require a comprehensive community support and psychiatric rehabilitation program, including intensive case management. The purpose of this program is to assist these individuals to function as effectively as possible in the least restrictive community environment and to decrease the likelihood that they will decompensate and require re-hospitalization. If this comprehensive program is not available some of these selected patients cannot be discharged in a timely manner, thus continuing to occupy much needed beds at the State Hospital. The Division has contracted with a vendor to provide this program in Pulaski County since 2002 and seeks a qualified, licensed, and nationally accredited vendor to continue operating this program. In recent years the program has typically served approximately 45 clients per month under a contract with the Division and a number of other similar clients with other payment sources, typically Medicaid.

1.3 Overview of DHS Organization and Operations

DHS is the largest State agency in Arkansas with approximately 7,000 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS.

The Division of Behavioral Health Services is one of ten Divisions and Offices that comprise DHS. The Divisions provide services to the people of Arkansas and the Offices provide necessary support to the Divisions and DHS.

1.4 Services to be Provided

Contractor shall provide a comprehensive array of community support and psychiatric rehabilitation services. Services shall be performed in a good and workmanlike manner, and in accordance with the *Standards for Community Mental Health Centers and Clinics in the State of Arkansas, 1990 edition*, or approved revision thereof, and in accordance with all applicable laws and regulations. The services provided by Contractor shall include:

- a. Comprehensive evaluation and treatment planning, including review and approval of the treatment plan by a licensed psychiatrist. The comprehensive evaluation and treatment planning shall be reviewed and approved by a psychiatrist in a timely manner. The contractor shall complete the initial evaluations and treatment plans within 10 working days of client's admission to the program. The contractor shall complete a comprehensive evaluation and treatment plan within 30 days of patient's admission to outpatient status, and review and update the plans as needed and at least each 90 days thereafter. If through periodic review of the Contractor's program and required reports for that program, the Division determines that the Contractor is not providing the required evaluation and treatment planning services within the applicable time frames, the Contractor must submit a corrective action plan acceptable to DBHS within thirty (30) days of the request. Failure to implement the corrective action plan may result in withholding of a portion or all of the payment for the period of unacceptable performance, or termination of the contract
 - i. The evaluation shall include at least a screening for physical health problems and appropriate follow up referral for physical health care.
 - ii. As part of the ongoing evaluation of clients, the Clinic shall assess all clients for the presence of serious mental illness per federal guidelines as described on the *Physician Certification of Adults with a Serious Mental Illness* form. At the time of initial determination of the presence of serious mental illness, the Clinic shall complete a Division specified *Physician Certification of Adult with a Serious Mental Illness* form. A new certification form will be completed annually thereafter for as long as the client continues to present a serious mental illness.
 - iii. Clients of the Clinic, while under commitment to the public mental health system due to dangerousness to others, will be assessed on an ongoing basis, as clinically appropriate as determined by the Clinic's standards of practice, for risk of dangerousness. The results of these assessments will form the basis for treatment planning and intervention. These assessments, treatment plans and interventions shall be documented in the client's chart. The Clinic shall report to DBHS in the semiannual and annual basic services program report the number of clients being assessed and followed by the Clinic, who are under commitment to the public mental health system due to dangerousness to others. In addition to the above referenced group of clients, as clinically indicated, the assessment of potential dangerousness to others shall be a part of the ongoing assessment of all Clinic clients. As indicated, these assessments will form the basis for further monitoring, treatment planning and clinically appropriate intervention. These assessments, treatment plans and interventions shall be documented in the client's chart. As determined by the standards of practice adopted by the Clinic, the Clinic is responsible for ensuring that

a sufficient number of clinical personnel are adequately trained in dangerousness assessment and intervention to discharge their obligation under this contract.

- b. Intensive case management services, including the capacity to provide services off-site, for example in the client's home. The case management system shall include an outreach component to engage clients who are not actively involving themselves in the program. Case management services shall include referral for and assisting the client in obtaining other needed goods and services not covered under the scope of this contract. These shall include at a minimum, as needed: housing, psychiatric and other medications, general physical health and dental care, food, vocational services, income and other entitlements.
- c.
- d. Medically necessary psychiatric treatment services, including medication management.
- e. Other medically necessary mental health treatment services, including as indicated, individual, group or family therapy.
- f. Crisis intervention and stabilization services, including the capacity to deliver crisis services off-site as needed.
- g. Comprehensive psychiatric rehabilitation services, including, as appropriate, assistance with obtaining and maintaining transitional, supported or competitive employment, and consumer self help and support services.
- h. Integrated mental health/substance abuse treatment services for clients with co-occurring disorders.
- i. Clients no longer needing this intensive level of services under this program, shall be referred to other appropriate service providers.

The contractor shall report monthly (**Attachment b**) the number of 15 minute units of on-site and off-site case-management services delivered to clients, and the number of 15 minute units of all other RSPMI services delivered to clients. The other units shall be reported using the following subcategories: Individual physician services, individual non-physician services, group therapy, and day program. Each category of service shall be reported separately for professionals and paraprofessionals.

The Contractor must maintain an average number of units of case management per client per month of at least 26, and an average number of units of all RSPMI services (inclusive of case management services) of at least 107.

If through periodic review of the Contractor's program and required reports for that program, the Division determines that the Contractor is not providing the comprehensive array of community support and psychiatric rehabilitation services at the required service intensity levels or within the applicable time frames, the Contractor must submit a corrective action plan acceptable to DBHS within thirty (30) days of the request. Failure to implement the corrective action plan may result in withholding of all or a portion of the payment for the period of unacceptable performance, or termination of the contract.

The Contractor shall meet or exceed benchmarks for client outcomes. The Quarterly Program Outcomes Management Report (**Attachment a**) shall indicate that the following established benchmarks have been met during the quarter, or the contractor shall submit Quality Improvement plans acceptable to DBHS for program improvements in the area(s) in which benchmarks have not been met. Failure to implement the plan and achieve established benchmark performance by the time of the next quarterly report may result in withholding of a portion or all of the payment for the period of unacceptable performance, or termination of the contract. The established benchmarks are:

- a. The percentage of community days for clients during the reporting period will not be less than 80% of the percentage of community days for clients in the baseline quarter. The baseline quarter percentage shall be the percent of community days for the program's initial client cohort during the quarter immediately preceding the inception of the contract period.
- b. 80% of all clients will remain free of criminal justice contacts defined as intervention by law enforcement agents as a result of psychiatric or behavioral-based difficulties during the reporting period.
- c. 90% of all clients will not display violent or aggressive behavior that requires legal or psychiatric interventions.
- d. 10% of clients will be involved in vocational training, formal education activities, transitional employment or competitive employment.

The contractor shall submit accurate monthly, quarterly, semi-annual, annual and ad-hoc reports to DBHS as requested. Monthly Program Reports (**Attachment b**) and Quarterly Program Outcomes Management Reports (**Attachment a**) must be delivered to DBHS by the last working day of the month following the end of the reporting month or quarter. The Annual Program Report must be delivered to DBHS by July 31, 2016. The Annual Program Report shall cumulate and summarize the information presented in the Monthly and Quarterly reports, including as appropriate unduplicated counts for the year. The contractor shall submit an agency-wide Annual Resource Summary Report by July 31, 2016, and an agency-wide Annual Basic Services Program Report by July 31, 2016. The Contractor shall report on an agency-wide basis client services and other data required as specified by the DBHS Data-Management Reporting and Analysis System. Within 120 days of June 30, 2016, the contractor shall submit an annual independent financial and compliance audit that conforms to the "*Guidelines for Financial and Compliance Audits of Programs Funded by The Arkansas Department of Human Services.*" Payments may be withheld pending submission of any required reports. Continued failure to provide required reports may result in termination of the contract

Contractor must respond to referrals from ASH in a timely manner. The contractor must have written Division approval to admit to the program under this contract any referral other than an ASH referral. ASH referrals shall be evaluated within 5 working days of referral, and accepted clients shall be started in the program within 5 working days of acceptance by the contractor. No payment will be made for any client that is not an ASH referral for which the contractor has not received written Division approval.

If through periodic review of the Contractor's program and required reports for that program, the Division determines that the Contractor is not complying with referral/admission requirement within the applicable time frames, the Contractor must submit a corrective action plan acceptable to DBHS within thirty (30) days of the request. Failure to implement the corrective action plan may result in withholding of all or a portion of the payment for the period of unacceptable performance, or termination of the contract. Payment will not be made for any non-ASH referral admissions for which the Contractor has not received written Division approval.

The contractor must employ the number and type of staff required to effectively operate the Comprehensive Community Support and Psychiatric Rehabilitation Program. All staff delivering clinical and rehabilitative services must be appropriately licensed and/or certified as per Medicaid standards for delivering Rehabilitative Services for Persons with Mental Illness. The contractor must maintain a minimum staff to client ratio of 1 to 10. This ratio will be computed on a program-wide basis. If through periodic review of the Contractor's program and required reports for that program, the Division determines that the Contractor is not complying with staffing requirements, the Contractor must submit a corrective action plan acceptable to DBHS within thirty (30) days of the request. Failure to implement the corrective action plan may result in withholding of all or a portion of the payment for the period of unacceptable performance, or termination of the contract.

The respondent must provide the services under the Performance Based Standards attached hereto as Attachment D. Attachment D is hereby incorporated into any contract awarded under this RFQ.

1.5 Contract Duration

Any contract awarded under this RFQ will have a proposed effective period of January 1, 2016 through June 30, 2016.

The contract may be extended for up to six (6) additional one-year periods, contingent upon approval by the Division/Office, review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

1.6 Reimbursement

Services provided under this contract shall be reimbursed based on a fixed rate payment method.

The rate of compensation shall be \$17,520 per client per year of (\$48.00 per day in service, for 365 in-service days per year). The amount of monthly compensation shall be the number of in-service days in the month times \$48.00. However, regardless of the number of in-service days in a month, the maximum compensation in a month shall be \$63,172.25 plus any amount billed less than this amount in previous contract months. The total compensation under this contract shall not exceed \$379,033.50 for the first six months of the contract and shall not exceed \$758,067 for the entire 12 month term.

No compensation shall be paid under this contract for services for any client during a period of time the client is eligible for Medicaid or other third-party reimbursement sources covering the services provided by the program. The contractor shall actively and effectively work to enroll clients in Medicaid and other third-party programs. The contractor shall be required to continue providing services to clients who become eligible for Medicaid or other third-party reimbursement which cover the services in this program as long as deemed medically necessary. The contract shall not prohibit the contractor from serving other clients with other payor sources and the contractor is encouraged to serve clients with other reimbursement sources.

Only signed original invoices will be accepted for payment. No payment will be made prior to the delivery of services. Invoices shall be submitted to Division of Behavioral Health Services (DBHS),

305 South Palm Street, Little Rock, Arkansas 72205.

If the respondent does not already have an Arkansas vendor number issued by Office of State Procurement (OSP), he/she shall obtain a vendor number and submit a completed and signed IRS Form W-9 before the contract is signed. The respondent shall submit proof of application for the vendor number with his/her complete proposal. Information and necessary forms to obtain a vendor number can be found on the following website:
http://www.arkansas.gov/dfa/procurement/pro_vendor.html.

1.7 Anticipated Contract Funding

It is estimated that 25 % of the total costs of this program or project will be financed with federal money.

The dollar amount of federal funds for this project or program is estimated to be \$1,326,617.25.

The percentage of the total costs of the project or program that will be financed by state sources is estimated to be 75 % and the dollar amount that will be financed by state sources is estimated to be \$3,979,851.75.

SECTION 2

RFQ SCHEDULE OF EVENTS

2.1 RFQ Schedule of Events

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

Event	Date
RFQ issued	August 28, 2015
Due date and time for written questions	September 7, 2015 -4:30 p.m.
Due date for answers to questions	September 10, 2015-4:30 p.m.
Closing date and time for receipt of proposals	September 28, 2015 – 12:00 Noon
Date for opening of proposals	September 28, 2015 – 2:30 p.m.
Completion of proposal evaluation and potential awardee selection	On or About October 9, 2015
Anticipation of Award Posted	On or About October 9, 2015
Contract start (Subject to State approvals)	January, 01, 2016

SECTION 3

GENERAL REQUIREMENTS AND INFORMATION

3.1 Issuing Officer

This RFQ is issued by the State of Arkansas (the State), Department of Human Services (DHS), Division of Behavioral Health Services, (hereinafter referred to as the Division/Office).

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (ACA) §19-11-244, from the issue date of this RFQ until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFQ Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Kenya Buffington, Issuing Officer
Arkansas Department of Human Services
Division of Behavioral Health Services
305 South Palm Street
Little Rock, AR 72205
Email: kenya.buffington@dhs.arkansas.gov
Phone: 501-683-3997
Fax: 501-686-9182

3.2 Questions

Respondents with questions about the RFQ shall submit their questions in writing by the date and time specified in Section 2.1. Respondents shall submit their written questions to the Issuing Officer identified in Section 3.1. Respondents may submit their questions by FAX or e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from respondents. Questions received after the due date and time will not be answered.

The Issuing Officer will, by the date specified in Section 2.1, post written responses on the DHS/DBHS website for all written questions received by the due date.

3.3 Proposal Submittal

To be considered, each respondent shall submit a complete response to this RFQ, using the format provided. An official who is authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

See Section 4 for Proposal Requirements.

Each proposal should be prepared simply and economically, providing a straightforward, clearly

organized, and concise response by the respondent to the requirements of the RFQ. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package.

3.4 Proposal Preparation Costs

All costs for developing the response to this RFQ are solely the responsibility of the respondents. The State will provide no reimbursement for such costs. All costs associated with any oral presentations to the State will be the responsibility of the respondent and shall not be paid for or reimbursed by the State. The State is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFQ will become the property of the State and will not be returned.

3.5 Opening of Proposals

The Division/Office will publicly open proposals that were received by the date and time identified in Section 2.1. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

3.6 Acceptance of Proposals

All proposals properly submitted in accordance with the above rules shall be accepted by the Division/Office. However, the Division/Office shall have the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFQ, or cancel this RFQ at any time, according to the best interest of the State.

The State shall have the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and shall in no way modify the RFQ requirements or excuse the respondent from full compliance with the RFQ specifications, including contract requirements if the respondent is awarded the contract.

3.7 Rejection of Proposals

The State shall have the right to reject any and all proposals received as a result of this RFQ. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RFQ that are not acceptable to the State, the proposal may be rejected.

Proposals will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the proposal is made, reviewed, or both.

3.8 Disposition of Proposals

All proposals become the public property of the State and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no proposals will be released prior to the announcement of the results of the procurement.

If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy (disk) of the proposal in Microsoft readable format with that material redacted. In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 5.1

The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to the RFQ. Selection or rejection of the proposal shall not affect this right.

3.9 Subcontracting

Each respondent in its proposal shall designate only one organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by the Division/Office. Contractor shall make available to DHS a copy of the subcontract agreement(s), upon request.

Respondents shall have all the necessary resources to complete the work described in the RFQ Scope of Service section. Only the subcontractors approved by the Division/Office shall work on the contract. Respondents must attach to their Statement of Acknowledgement statements from each subcontractor confirming their willingness and ability to perform the work designated in the proposal.

3.10 Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §15-4-303 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander or a service-disabled veteran as designated by the United States Department of Veterans Affairs". The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

3.11 Prohibited Solicitation

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of

securing business (ACA §19-11-229). If this provision is violated, the State shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3.12 RFQ Amendments

The Division/Office shall have the right to amend the RFQ prior to opening of the proposal. Prior to the due date for proposals, Issuing Officer will post any amendments, addenda, and clarifications on the DHS/DBHS website.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable proposals.

3.13 Proposal Amendments and Rules of Withdrawal

Prior to the proposal selection date, a respondent may withdraw his/her proposal by submitting a signed, properly authorized, written request for its withdrawal to the Division/Office.

The Division/Office will not accept any amendments, revisions, or alterations to the proposals after the proposal due date unless such changes were requested by the Division/Office.

3.14 Respondent's Contact Person

Respondent shall provide the name and telephone number, including area code, of an authorized person in its company who may be contacted regarding this RFQ response.

3.15 Anticipation of Award

After complete evaluation of the proposals, the anticipated award will be posted on the DHS website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement (OSP) has the right to waive this policy when it is in the best interests of the State.

3.16 Awarding of Contract

The Division/Office may decline to enter into a contract as a result of this RFQ. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria, not necessarily the lowest price. The State is

not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete. It is the intent of the State to award a contract as a sole source should the State not receive a responsive and responsible response to the solicitation.

3.17 Notification

Upon completion of the proposal evaluations, DHS will send notification of results to all respondents.

3.18 Certification Prior to Award

Pursuant to Act 157 of 2007, all respondents must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contract with the State. Respondents shall certify online at: http://www.arkansas.gov/dfa/procurement/pro_index.html.

3.19 Rules of Procurement

Any actual or prospective respondent, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the Office of State Procurement Director within fourteen calendar days after the actual or prospective respondent, offeror, or contractor knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-245. The Office of State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the protest with the parties in accordance with A.C.A. §19-11-245. This decision will be final and conclusive.

3.20 Restriction on Communications with State Staff

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFQ until a successful respondent is selected and the selection is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFQ Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

3.21 Equal Employment Opportunity Policy

In compliance with ACT 2157 of 2005, for all contracts exceeding \$25,000, OSP is required to have a copy of the contractor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the contractor. The respondent may submit its EEO policy as a hard copy accompanying his/her response to the solicitation or in electronic format to DHS at the following email address: kenya.buffington@dhs.arkansas.gov. DHS will submit the successful respondent's EEO policy to OSP and OSP will maintain a file of all contractors' EEO policies

received. The submission by the successful respondent is a one-time requirement but contractors are responsible for providing updates or changes to their respective policies as necessary. Contractors that do not have established EEO policy will not be prohibited from receiving a contract awards, but are required to submit a written statement attesting that they do not have an EEO policy.

SECTION 4

PROPOSAL REQUIREMENTS

4.1 General Proposal Requirements

Proposal shall include **one original and five (5) hard copies** of the complete proposal responsive to the terms of the RFQ. In addition, the respondent shall include one (1) electronic copy of the proposal (disks) in Microsoft readable format.

NOTE: If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy of the proposal (disk) in Microsoft readable format with that material redacted. **Respondent shall clearly identify the disk as the redacted version.** In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 3.8.

The proposals shall be received by the Division/Office by the date and time identified in Section **2.1. PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelopes or packages must be clearly labeled with the name and number of the RFQ as indicated on the cover page of this RFQ.

To be considered, each respondent shall submit a complete response to this RFQ, using the format provided. An official authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

RFQ Section **4.2** provides content requirements for the proposal.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFQ. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package. Fancy bindings, colored displays, etc., will receive no additional evaluation points or credit

The original proposal and all copies shall be indexed and tabbed with the above sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference.

Respondents shall not include ancillary information including promotional/marketing information or anything not directly responsive to the RFQ in the proposal or as attachments to the proposal.

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED, OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER.

Proposals may be hand delivered to:

**Arkansas Department of Human Services
Division of Behavioral Health Services
Attn: Kenya Buffington, Issuing Officer
4800 West 7th Street
Little Rock, AR 72205**

OR mailed by United States mail to:

**Arkansas Department of Human Services
Division of Behavioral Health Services
Attn: Kenya Buffington, Issuing Officer
305 South Palm Street
Little Rock, AR 72205**

OR mailed by commercial mail to:

**Arkansas Department of Human Services
Division of Behavioral Health Services
Attn: Kenya Buffington, Issuing Officer
305 South Palm Street
Little Rock, AR 72205**

4.2 Technical Proposal Requirements

The following are the requirements that must be met for this RFQ. Proposal must meet these requirements to move forward “Pass” to the evaluation phase. Failure to provide the identified information will result in a proposal being rejected “Failed”.

- Technical proposals must be received by time and date specified in **Section 2.1**.
- Technical proposal must include one original and the number of hard copies specified in **Section 4.1**.
- Technical proposal must be sealed and clearly labeled, as indicated in **Section 4.1**.
- Statement of Acknowledgement must be reviewed and signed in ink by individual authorized to legally bind the respondent, as specified in **Section 5.1.3**.
- The technical proposal must include documentation that the Respondent is nationally accredited through either the Commission on Accreditation of Rehabilitation Facilities (CARF) or The Joint Commission (previously JCAHO-Joint Commission on Accreditation of Healthcare Organizations).
- The technical proposal must include documentation that the Respondent is an RSPMI Medicaid provider and in “Good Standing”.
- The respondent shall provide evidence of financial status and the financial ability to carry out the project. Sufficient information shall be provided relevant to the last three years for the respondent and any subcontractors evidencing good standing.

The financial statements shall include:

- Summary of financial standing;
- Balance sheets;
- Statement of income;
- Statements of change in financial position;
- Notes to financial statements;
- Auditor’s reports

SECTION 5

TECHNICAL PROPOSAL EVALUATION CRITERIA

5.1 Information for Technical Proposal Evaluation

The Technical Proposal should present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in **Section 1.4** (Scope of Service), **Attachment A** (Terms and Conditions), and **Attachment D** (Performance Based Contracting). Respondent should address each item listed; answer each question in order it was written, and label responses in a manner so as to reference the numbering system of this section.

The Technical Proposal should be arranged in the following order.

1. Cover Sheet
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Technical Approach and Solutions to Scope of Services
6. Respondent's Background, Experience, and Qualifications
7. Project Organization and Staffing
8. Project Management
9. Appendices

The Technical Proposal should include any required documentation in appendices (i.e. IRS Certification 501(c)(3), Secretary of State Certificate-Articles of Incorporation, List of Board of Directors/Officers Information, SF424, W-9, Financial Disclosure Documents, Licensing/Accreditation documents, etc.).

5.1.1 Cover Sheet

The Cover Sheet should identify the name and number of the RFQ and the name and address of the respondent.

5.1.2 Table of Contents

The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.

5.1.3 Statement of Acknowledgement (Attachment B)

Note the following instructions regarding the completion of the Statement of Acknowledgement:

- Arkansas law defines "minority" as black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veterans Affairs;

- If respondent is NOT a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** respondent must provide documentation evidencing proof of filing as either a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** with the Arkansas Secretary of State's office.
 - Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4.27-1501 and §4-27-1502.
- If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must set out the basis for the claim of confidentiality or potential unfair advantage in an attachment to the Statement of Acknowledgement.
- If services are to be provided by subcontractors, respondent shall include statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
 - The scope of work to be performed by the subcontractor;
 - The subcontractor's willingness to perform the work indicated;
 - The subcontractor's certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
- If services are to be provided by subcontractors, respondent shall include a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price.
- The Statement of Acknowledgement (**Attachment B**) must be signed in ink by an individual authorized to legally bind the respondent.
- If the proposal deviates from the detailed requirements of this RFQ in any manner, the respondent must attach an explanation to the Statement of Acknowledgement. The State shall have the right to reject any proposal containing such deviations.

5.1.4 Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent's involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

The State shall have the right to reject any proposal for unresolved litigations.

5.1.5 Technical Approach and Solutions to Scope of Service

- A. Provide an executive summary of how you will meet the service requirements as outlined in this proposal. The summary should include a brief statement summarizing your overall approach for providing comprehensive community support and psychiatric rehabilitation services. The executive summary should not exceed three pages. (5 pts)

- B. Provide a detailed statement describing how comprehensive community support and psychiatric rehabilitation services will be provided to individuals discharged from hospitalization, including the following information: (5 pts)
 - i. Where specifically will comprehensive community support and psychiatric rehabilitation services be provided and/or implemented?
 - ii. A description of how you proposed to respond to referrals and admission requirements.
 - iii. Indicate how often you will work with individuals.
 - iv. A description of your process for determining that individuals no longer need the intense level of care provided by this program.
 - v. A description of your plan for transitioning these individuals to a less intense level of care.
- C. Provide a detailed description of proposed methods and best practices for comprehensive evaluation and treatment planning; intensive case management treatment; medically necessary services that will be provided and/or utilized. Include examples with your Technical Proposal. (5 pts)
- D. Provide a detailed statement describing the screening and/or assessment process used to determine the type of support and/or treatment recommended for the individual. (5 pts)
- E. Provide a detailed explanation of your collaborations and partnerships or resources that will be used to support these services described in the RFQ. (5 pts)

5.1.6 Respondent's Background, Experience, and Qualifications

- A. Provide the following information for your organization: (5pts)
 - i. Purpose and Mission Statement
 - ii. IRS Tax Status-Non Profit, Private, Public Status
 - iii. Secretary of State Certificate-Articles of Incorporation
 - iv. List of Board of Directors/Officers, Contact Information, Sector Represented, Tenure/Term
 - v. What geographic locations and populations served?
 - vi. How long has your organization existed?
 - vii. How long has your organization provided comprehensive treatment services similar to those described in this RFQ?
 - viii. Number of FTE employees that are engaged in similar contracts?
- B. Provide a detailed and clear organizational chart displaying the overall business structure (5 pts)
- C. Provide a detailed description of any projects in the past three years where your organization has provided comprehensive community support and psychiatric rehabilitation services similar

to the size and scope described in this RFQ. These may be projects that are “in process” or that have been completed. This statement should include the following: (5 pts)

- i. Name and location of entity for which services were provided.
- ii. Detailed statement of work for each project
- iii. Total Number of People Served and Population Served
- iv. When services were provided and the length of time services were provided
- v. Evidence of success rate for services and/or documented outcomes

If subcontractors are proposed, respondent should provide a detailed description of any projects in the past three years where the subcontractor has provided comprehensive community support and psychiatric rehabilitation services similar to the size and scope described in this RFQ. These may be projects that are “in process” or that have been completed. This statement should include the following:

- i. Name and location of entity for which services were provided
- ii. Detailed statement of work for each project
- iii. Total Number of People Served and Population Served
- iv. When services were provided and the length of time services were provided
- v. Evidence of success rate for services and/or documented outcomes

5.1.7 Project Organization and Staffing

- A. Provide the number of staff that will be committed to providing the comprehensive services described in this RFQ, include the following information: (5 pts)
 - i. A detailed description how you propose to staff and the qualifications, education, and experience needed.
 - ii. Indicate the physical location(s) where proposed staff will be housed.
 - iii. Indicate whether or not the proposed positions are to be full-time or part-time employee.
- B. Provide a description of the roles and responsibilities for each proposed position including the following information:
 - i. Staff positions/Job Titles/Supervised by.
 - ii. Percentage of Time and Effort for Position.
 - iii. Number of Hours per Week (FTE/PTE).
 - iv. Job Descriptions for each identified position Attached. (5 pts)
 - i. Provide a list of identified key personnel (5 pts)
 - ii. Provide documented Trainings and Certifications and Licensure for each identified key personnel. (5pts)
 - iii. Proposed Staff Resumes of key personnel Attached. (5 pts)

5.1.8 Project Management

- A. Provide a detailed description of your proposed project management and project control methods include the following: (5 pts)
 - i. Client Outcome Monitoring Procedures
 - ii. Administrative Services and Record Keeping Procedures

- iii. Referral and Admissions Procedures
 - iv. Discharge Procedures
 - v. Client Grievance Procedures
- B. Provide a description of your plans to secure a facility for full operation of the program by January 1, 2016. (5 pts)
- C. Provide a flowchart of the proposed comprehensive services. (5 pts)
- D. Reporting and tracking methods as it relates to administrative services, personnel management, client services, and invoice submission. (5 pts)
- E. Provide a detailed description of how you propose to maintain adequate qualified staffing to provide quality services. (5 pts)
- F. Provide a statement detailing how you will respond to DHS/DBHS requests (i.e. data collection, invoice submission, invoice corrections, monthly reports, required trainings/meetings, license and certifications renewal etc.). (5 pts)
- G. Provide a statement detailing how you will coordinate services and interact with necessary parties (i.e. Arkansas State Hospital administrative staff and Behavioral Health staff) to assure success. (5 pts)

SECTION 6

EVALUATION PHASES AND CONTRACT SELECTION

6.1 Proposal Evaluation Process

The proposals will be evaluated in phases.

6.1.1 Evaluation of Requirements

Following the public opening of proposals, the Division/Office shall begin the evaluation process by examining the proposal to determine if requirements of the RFQ have been agreed to or met as set forth in **Section 4**. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement, and is sufficiently responsive to permit a further evaluation. In this phase, each proposal shall be evaluated as either "pass" or "fail". Only those proposals which pass the first phase shall be forwarded for the second phase of evaluation. In later phases of the evaluation, portions of the proposal may be found non-responsive and at that time the response may be rejected.

Any response that fails to meet the requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. The State shall have the right to waive minor irregularities and to reject any and all proposals.

6.1.2 Evaluation of the Technical Proposals

The second phase is the evaluation of the Technical Proposals. The Division/Office shall appoint an evaluation team of at least three highly qualified members to evaluate the merit of the proposals. The Division/Office shall ensure that the evaluation team members are properly trained in their responsibilities. Each team member shall use the approved evaluation tools and forms to review and score each proposal. The Division/Office shall have the right to request clarifications during the second phase.

During the course of the second phase, the Issuing Officer or designee may conduct corporate and personnel reference checks to verify project experience and qualifications.

Proposals which meet mandatory requirements will be scored for technical content.

- (1) The Raw Score for the Technical Proposals will be established by using the criteria and scoring specified below.
- (2) Each sub-section (criteria) in Section 5.1 has been assigned points and weighted shown below. The vendor's weighted score for each sub-section (criteria) will be determined using the following formula:

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

- A = Actual raw score for sub-section (criteria)
- B = Maximum raw score possible for sub-section (criteria)
- C = Maximum weighted score possible for sub-section (criteria)
- D = Weighted score for technical received

- (3) Weighted scores for sub-sections (criteria) in Section 5.1 will be totaled together to determine the overall score for the technical proposal

Section	(B) Maximum Raw Score Possible	Weighted Percentage	(C) Maximum Weighted Score Possible
Technical Approach and Solutions to Scope of Service	25	15%	150
Respondent's Background, Experience, Qualifications	15	20%	200
Project Organization and Staffing	25	40%	400
Project Management	35	25%	250
Totals	100	100%	1000

The maximum weighted score for each sub-section (criteria) was determined using the following formula:

“Total Maximum weighted score possible” (1000 pts) x “weighted percentage”

Based on findings by the evaluation team, any Technical Proposal deemed incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive and may be rejected by the Division/Office. The State shall have the right to reject any and all proposals.

6.1.3 Ranking Proposals

For each proposal, the Issuing Officer will review the respondent's scores, and rank the proposals from highest to lowest according to total points.

The State shall have the right to require on-site interviews as well as review past performance of any respondent before making a final decision on selection or non-selection of a contractor.

6.2 Contract Award Process

If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

The format for the professional/consultant services contract, as prescribed by Arkansas law, can be found in **Attachment C**.

ATTACHMENT A

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any respondent to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. Respondent shall certify on the Statement of Acknowledgement (Attachment B) that he/she accepts and agrees to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS. Failure to provide this statement will result in rejection of the proposal.

PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services (“the Department”) agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas’ administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department’s sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

Payments will be made after services performed based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required OR Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Reimbursement Method: (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement

**Payment Limitations: (Select from the following) Quarterly Cumulative; Monthly Cumulative; None

*****Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter “None” in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions. Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

For contracts for which the donor is a state agency, it is understood that, in accordance with Arkansas Statutes Annotated 13.339 (E), such donations are subject to availability of appropriated funds which may lawfully be used for this purpose.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Term of the Contract

The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,

- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for any cost to the Department if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will

attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

Confidentiality of Information

In connection with this Contract, each party hereto will receive certain confidential information relating to the other party. For purposes of this Contract, any information furnished or made available to one party relating to the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers, including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information".

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

The Contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefor.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services
Office of Policy and Legal Services Audit Section
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- 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 regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

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 the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

Accessibility Act 1227 of 1999

The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Contractor represents and warrants to the Department of Human Services that the technology provided to the Department of Human Services 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 equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, 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 or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other

means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

Criminal History Check/Central Registry Check

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility.

Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all manuals and other official issuances of the Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

(address)

Attention: _____
(name of contractor contact person or such other name or address as
may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

(address)

Attention: _____

(name of Department contact person)

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

Attachment B

STATEMENT OF ACKNOWLEDGEMENT

NAME OF ORGANIZATION			
ADDRESS		Phone #	
		FAX #	
TAXPAYER IDENTIFICATION / SOCIAL SECURITY #:			
Check if entity is a minority vendor <input type="checkbox"/>	Check the box that applies:		Check if the respondent is, or has filed for, the status of Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership <input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> State Ag'cy	<input type="checkbox"/> Local Gov't	<input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit

PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:

NAME:		TITLE:	
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PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:

NAME:		TITLE:	
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CORPORATE PRESIDENT'S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):

NAME:		ADDRESS:	
OFFICIAL TITLE:			

- Does this proposal contain confidential information? If "Yes", submit a redacted copy and explain on an attachment YES NO
- Has this respondent previously contracted with AR Department of Human Services (DHS)? YES NO
- Has a respondent's principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) or any individuals with ownership interest in the entity been terminated previously from a DHS program or been convicted of Medicare or Medicaid fraud? YES NO
- Does the respondent intend to offer services through a subcontractor? YES NO
- If services are to be provided by a subcontractor, are the required statements attached? YES NO
- Does this proposal contain the required number of copies of the proposal in the required format and containing all required information? YES NO
- Does the respondent certify that he/she has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFQ without qualification? YES NO
- Does the respondent certify that it does NOT discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap? YES NO
- Does the respondent authorize DHS or its agents to verify the financial information requested in this RFQ? YES NO
- Does the respondent commit to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract? YES NO
- Does the respondent certify that no attempt has been made, or will be made, to persuade others to, or NOT to, submit proposals? YES NO
- Has the respondent received any amendments to this RFQ? If "YES", how many? _____ YES NO
- Does the respondent certify that the proposal remains valid through the evaluation, selection, and contract period? YES NO

By signature of this form and submission of a proposal in response to this RFQ, the respondent acknowledges that the above statements are true and accurate

Signature by Officer of Organization Authorized to Contractually Obligate	Title	Date

Total reimbursable expenses \$ _____

Total compensation inclusive of expense reimbursement \$ _____

5. **SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract.

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Federal Funds				\$	
State Funds**				\$	
Cash Funds				\$	
Trust Funds				\$	
Other Funds				\$	
TOTALS				\$	100%

* **MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

** "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

6. **RENDERING OF COMPENSATION:**

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. _____ to this agreement.

7. **OBJECTIVES AND SCOPE:**

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

8. **PERFORMANCE STANDARDS:**

List Performance standards for the term of the contract. (If necessary, use attachments)

9. **ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

10. CERTIFICATION OF CONTRACTOR

A. "I, _____ (Contractor) _____ (Title) certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies) (If no contracts or subcontracts, please put "N/A" or "None")

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency? (If no controversies, please put "N/A" or "None")

D. The contractor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP

E. The agency shall exercise no managerial responsibilities over the contractor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

11. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

12. NON-APPROPRIATION CLAUSE:

“In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.”

13. TERMS:

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended _____ (mm/dd/yyyy), in accordance with the terms stated until _____ in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration/Director of Office of State Procurement if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which cause the total compensation to exceed the sum of \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date of the amendment.

This contract may be terminated by either party upon 30 day written notice, unless otherwise agreed by both parties.

14. AUTHORITY:

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

15. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

(Name)	(Title)	
(Telephone #)	(Email)	

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

(Name)		(Title)
(Telephone #)		(Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

(Name)		(Title)
(Telephone #)		(Email)

16. AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY
UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

17. SIGNATURES:

CONTRACTOR	DATE	AGENCY DIRECTOR	DATE
TITLE		TITLE	
ADDRESS		ADDRESS	
APPROVED:			
DEPARTMENT OF FINANCE AND ADMINISTRATION		DATE	

**ATTACHMENT D
ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING**

NOTE: Additional Performance Based Standards may be included in the final contract.

Pursuant to Ark. Code Ann. 19-11-1010 and 19-11-267, the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Notwithstanding any other provision in this Attachment D, the Request for Qualifications, or the Contract, the contractor agrees to fully defend, indemnify, and hold the contracting Division/Office harmless against any and all claims, liabilities, damages, injuries, costs, fees, and expenses arising out of the contractor's negligence; intentional misconduct; violation of any law, rule or regulation; or failure to perform according to this Attachment D, the Request for Qualifications, or the Contract. Additionally, notwithstanding any other provision in this Attachment D, the Request for Qualifications, or the Contract, the contractor agrees to fully indemnify the contracting Division/Office for the cost of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance. Nothing in this Attachment D, the Request for Qualifications, or the Contract, shall be construed as any limitation, modification, elimination, or qualification of the contractor's obligations set forth in this Paragraph II.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.

The following table sets forth service criteria for the Contract, the level of acceptable performance for each service criteria, and damages for failure to meet the acceptable performance level.

Service Criteria ¹	Acceptable Performance	Damages for Insufficient Performance ²
Percentage of Community Days for Clients	During a reporting period, the percentage of community days for clients during a month cannot be less than 80% of the percentage of community days for the program's initial client cohort during the quarter immediately preceding the inception of the contract period (the "Benchmark Period").	1st incident: An acceptable Corrective Action Plan will be due to DBHS within thirty days of the request. 2nd incident: A 10% penalty will be assessed in the following months' reimbursement to the provider. The 10% penalty will be calculated from the total billing for the month in which the deficit took place.

1 These criteria are not the exclusive criteria or requirements to be met under the contract, and nothing herein is indicated to comprehensively define, or to limit the duties or liability of the Contractor for failure to perform in accordance with the terms of the Contract.

2 The damages set forth do not in any way limit the damages available to the Division/Office, and shall be in addition to any and all other damages or remedies available to the Division/Office at law or in equity.

Service Criteria ¹	Acceptable Performance	Damages for Insufficient Performance ²
		3 rd incident: DBHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.
Percentage of Clients Remaining Free of Criminal Justice Contacts	During a reporting period, at least 80% of all clients must remain free of criminal justice contacts (defined as intervention by law enforcement agents as a result of psychiatric or behavioral-based difficulties).	<p>1st incident: An acceptable Corrective Action Plan will be due to DBHS within thirty days of the request.</p> <p>2nd incident: A 10% penalty will be assessed in the following months' reimbursement to the provider. The 10% penalty will be calculated from the total billing for the month in which the deficit took place.</p> <p>3rd incident: DBHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</p>
Percentage of Clients Not Displaying Violent or Aggressive Behavior That Requires Legal or Psychiatric Interventions	During a reporting period, at least 90% of all clients must not display violent or aggressive behavior that requires legal or psychiatric interventions.	<p>1st incident: An acceptable Corrective Action Plan will be due to DBHS within thirty days of the request.</p> <p>2nd incident: A 10% penalty will be assessed in the following months' reimbursement to the provider. The 10% penalty will be calculated from the total billing for the month in which the deficit took place.</p> <p>3rd incident: DBHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</p>
Percentage of Clients Involved in Vocational Training, formal education activities, transitional employment, or competitive employment	During a reporting period, at least 10% of all clients will be involved in vocational training, formal educational activities, transitional employment, or competitive employment.	<p>1st incident: An acceptable Corrective Action Plan will be due to DBHS within thirty days of the request.</p> <p>2nd incident: A 10% penalty will be assessed in the following months' reimbursement to the provider. The 10% penalty will be calculated from the total billing for the month in which the deficit took place.</p> <p>3rd incident: DBHS reserves the right to impose stricter penalties that may</p>

Service Criteria ¹	Acceptable Performance	Damages for Insufficient Performance ²
		include additional financial penalties and/or up to the termination of the contract.
Timely Completion of Comprehensive Evaluation and Treatment Plans	For all clients, the contractor must complete the initial evaluations and treatment plans within 10 working days of client's admission to the program. The contractor shall complete a comprehensive evaluation and treatment plan within 30 days of patient's admission to outpatient status, and review and update the plans as needed and at least each 90 days thereafter.	<p>1st incident: An acceptable Corrective Action Plan will be due to DBHS within thirty days of the request.</p> <p>2nd incident: For each client with a mandatory clinical document that is late, a 25% penalty of the daily billing rate will be assessed in the following months' reimbursement to the provider for each day the document is late.</p> <p>3rd incident: DBHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract</p>
Timely Submission of Accurate Reports	Contractor must submit accurate reports as set forth in Section 1.4 of the RFQ.	<p>1st incident: No payment will be made to the provider until all required reports are submitted.</p> <p>2nd incident: DBHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</p>
Timely Evaluation and Admission of Referrals	Contractor must evaluate all ASH referrals within five working days of referral. Contractor must start all accepted referrals in the program within five working days of acceptance by the Contractor.	<p>1st incident: An acceptable Corrective Action Plan will be due to DBHS within thirty days of the request.</p> <p>2nd incident: DBHS reserves the right to impose penalties that may include financial penalties and/or up to the termination of the contract.</p>
Maintenance of Qualified and Licensed Staff	Contractor must employ the number and type of staff required to effectively operate the Comprehensive Community Support and Psychiatric Rehabilitation Program. All staff delivering clinical and rehabilitative services must be appropriately licensed and/or certified as per Medicaid standards for delivering Rehabilitative Services for Persons with Mental Illness.	<p>1st incident: An acceptable Corrective Action Plan will be due to DBHS within thirty days of the request.</p> <p>2nd incident: A 10% penalty will be assessed in the following months' reimbursement to the provider. The 10% penalty will be calculated from the total billing for the identified month in which the deficit took place.</p> <p>3rd incident: DBHS reserves the right to impose stricter penalties that may</p>

Service Criteria ¹	Acceptable Performance	Damages for Insufficient Performance ²
		include additional financial penalties and/or up to the termination of the contract.
Maintenance of Proper Staff-to-Client Ratio	The contractor must maintain a minimum staff to client ratio of 1 to 10. This ratio will be computed on a program-wide basis.	<p>1st incident: An acceptable Corrective Action Plan will be due to DBHS within thirty days of the request.</p> <p>2nd incident: A 10% penalty will be assessed in the following months' reimbursement to the provider. The 10% penalty will be calculated from the total billing for the identified month in which the deficit took place.</p> <p>3rd incident: DBHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</p>

REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance of all provisions and Performance Based Standards in this contract and meeting the Service Criteria shall be determined in the reasonable sole discretion of the contracting division. In addition to other remedies identified herein, one or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator or a failure to meet a Service Criteria:

1. Contractor will be required to submit and implement a reasonably acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.
2. Payment may be withheld or reduced pending satisfactory implementation of the plan.
3. The Contract may be terminated.

The remedies listed above are in addition to all others specifically set forth herein, or any other remedies available at law or equity.

**COMPREHENSIVE COMMUNITY SUPPORT AND PSYCHIATRIC REHABILITATION PROGRAM
 QUARTERLY PROGRAM OUTCOMES MANAGEMENT REPORT (Attachment a)**

REPORTING PERIOD _____ Through _____

Certification: By my signature I certify that I have reviewed this report and to the best of my knowledge it represents an accurate report of Program services.

Director's Signature _____ Date _____

CLIENTS SERVED/ DAYS IN SERVICE/AVERAGE DAILY CENSUS

1. Unduplicated number of clients served during quarter	
2. Total number of in service days for quarter (from line 8 of monthly reports)	
3. Average daily census during quarter (line 2/ number of days in quarter)	

COMMUNITY DAYS

4. Total Community Days for Quarter (note lines 4 through 9 equal line 2)	
5. Non-community days in psychiatric hospital	
6. Non-community days in crisis residential treatment program	
7. Non-community days incarcerated	
8. Non-community days – Other, describe in attachment	
9. Percent days in community (line 4/line 2)	
10. BENCHMARK *	80%

CRIMINAL JUSTICE CONTACT

14. Number of clients experiencing criminal justice contact	
15. Percent clients free of criminal justice contact (line 1 minus line 14 divided by line 1)	
16. BENCHMARK*	80%

DISPLAY OF VIOLENT OR AGGRESSIVE BEHAVIOR

17. Number of clients displaying violent or aggressive behavior	
18. Percent clients not displaying violent/aggressive behavior (lines 1 minus 17 divided by 1)	
19. BENCHMARK *	90%

EMPLOYMENT ACTIVITY

20. Number of clients involved in vocational training activities	
21. Number of clients involved in formal educational activities	
22. Number of clients involved in transitional employment	
23. Number of clients involved in competitive employment	
24. Unduplicated number of clients involved in employment activities (may be less than total of lines 20 through 23 if there is duplication in those categories)	
25. Percent clients involved in employment activities (line 24 divided by line 1)	
26. BENCHMARK *	10%

* In any instance where the program results fail to meet or exceed the established BENCHMARK, attach for DMHS review and approval a proposed Quality Improvement Plan.

**COMPREHENSIVE COMMUNITY SUPPORT AND PSYCHIATRIC REHABILITATION PROGRAM
 QUARTERLY PROGRAM OUTCOMES MANAGEMENT REPORT (Attachment b)**

REPORTING PERIOD _____ Through _____

Certification: By my signature I certify that I have reviewed this report and to the best of my knowledge it represents an accurate report of Program services.

Director's Signature _____ Date _____

ADMISSIONS AND DISCHARGES

1. Number of clients in service on first day of month	
2. Number of admissions to in-service status during month	
3. Number of discharges from in-service status during month	
4. Number of clients in service on last day of month	

DAYS IN SERVICE & AVERAGE DAILY CENSUS

5. Days in service of clients in program for full month	
6. Days in service of clients entering program during month	
7. Days in service of clients leaving program during month	
8. Total in-service days for month (lines 5 through 7, also report on monthly invoice to DMHS)	
9. Average Daily Census (line 8 divided by number of days in month)	

UNITS OF SERVICE (15 MINUTE UNITS)

10. Case Management-On site, professional	
11. Case Management-On site paraprofessional	
12. Case Management-Off site, professional	
13. Case Management-Off site, paraprofessional	
14. Total Units of Case Management (total of lines 10 through 13)	
15. Individual physician services	
16. All other individual service units not reported above, professional	
17. All other individual service units not reported above, paraprofessional	
18. Group therapy units	
19. Day Rehabilitation program units	
20. Total all service units (total of lines 14 through 19)	
21. Average units of case management per client (line 14/line 9) – BENCHMARK: 26	
22. Average units of all services per client (line 20/line 9) – BENCHMARK: 107	

PROGRAM STAFFING

23. FTE professional clinical staff allocated to program	
24. FTE paraprofessional clinical staff allocated to program	
25. FTE other staff allocated to program	
26. Total FTE staff allocated to program	
27. Staff to client ratio (line 26/line 9) – BENCHMARK: 0.1	

REFERRALS AND ADMISSIONS

28. Number of Arkansas State Hospital (ASH) referrals	
29. Number of ASH referrals evaluated within 5 working days of referral	
30. Number of ASH referrals accepted into program	
31. Number of accepted ASH referrals started in program within 5 working days of acceptance	
32. Number of non-ASH referrals admitted to program	

TREATMENT PLANNING

33. Number of initial evaluations and treatment plans completed	
34. Number of initial plans completed within 10 working days of clients admission to program	
35. Number of comprehensive evaluations/treatment plans completed	

36. Number of comprehensive evaluations/treatment plans completed within 30 days of admission	
37. Number of 90 day treatment plan reviews completed	
38. Number of these 90 day reviews completed within 10 working days of due date.	

Revised: 8/26/15