



STATE OF ARKANSAS

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

REQUEST FOR PROPOSAL BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	710-20-0015	Solicitation Issued:	01/31/2020
Description:	External Quality Review Organization (EQRO)		
Agency:	Department of Human Services (DHS), Division of Medical Services (DMS)		
SUBMISSION DEADLINE FOR RESPONSE			
Bid Submission:	03/12/2020 10:00 a.m. CT	Bid Opening:	03/12/2020 11:00 a.m. CT
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201		
	Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Contractors assume all risk for timely, properly submitted deliveries.		
Proposal's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purpose</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Contractor's name and return address 		
OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Nawania Williams	Phone Number:	501-320-6511
Email Address:	Nawania.williams@dhs.arkansas.gov	OP's Main Number:	501-682-1001
DHS Website:	http://humanservices.arkansas.gov/Pages/default.aspx		
OPS Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		
Medicaid Website:	https://medicaid.mmis.arkansas.gov/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

This Request for Proposal (RFP) is issued by the Office of Procurement (OP), for the DHS Division of Medical Services (DMS), to obtain a contract with a qualified vendor to provide analysis and evaluation of aggregated information on quality, timeliness, and access to health care services that a Managed Care Organization (MCO), Prepaid Ambulatory Health Plan (PAHP), Prepaid Inpatient Health Plan (PIHP), or Primary Care Case Management (PCCM) entity, or their contractors, furnish to Medicaid members (42 CFR §438.320), in addition to related support functions.

Sections 1902 (a)(30)(A), 1932 (c) and 1903 (a) of the Social Security Act requires the state Medicaid Agency provide methods and procedures to safeguard against unnecessary utilization of care and services and to assure "efficiency, economy and quality of care". A state **must** contract with one External Quality Review Organization (EQRO) to conduct activities related to External Quality Review (EQR) (42 CFR §438.356(a)(1) and (42 CFR §433). The EQRO contracted as a result of this RFP **shall** conduct EQR activities in accordance with Centers for Medicaid and Medicaid Services (CMS) EQR activities and protocols to enable DHS/DMS to comply with federal and state EQR requirements.

The basic elements of a comprehensive assessment program related to quality measures, compliance, and efficiency to promote overall and discrete quality improvement **must** include at least the following elements:

- Mechanisms to assess the quality and appropriateness of care furnished to members with focused or special health care needs
- Collection, analysis, and validation of performance measurement data for quality improvement
- Mechanisms to detect both underutilization and overutilization of services

See Appendix B, 42 CFR §438 SUBPART E; specifically, §438.330(b).

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single Contractor.
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative Review
- C. The initial term of this contract is anticipated to be **July 1, 2020 through June 30, 2021**. Upon mutual agreement by the Contractor and DHS, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- D. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

The Office of Procurement, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 BID OPENING LOCATION

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

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

Contractors wishing to attend the bid opening **must** report to the main entrance of the Arkansas Department of Human Services, Donaghey Plaza South, 700 Main Street, Little Rock, Arkansas 72201 and check in with the receptionist. All attendees are required to obtain security clearance upon entrance to the building by submitting a

current, valid photo ID, preferably a driver's license, to the Security Officer at the reception area. The Security Officer will issue a visitor's badge which **must** be worn at all times. Before leaving the bid opening, visitors are required to return the visitor's badge to the Security Officer and retrieve their ID.

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

1.5 **ACCEPTANCE OF REQUIREMENTS**

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that the Contractor's agreement to and compliance with that item is mandatory.
- B. A Contractor's proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.
- C. Contractor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's Agreement and Compliance Page. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.)
- D. This document and all attachments, exhibits, and responses shall be incorporated into the final contract.

1.6 **DEFINITION OF TERMS**

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- D. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.
- E. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

1.7 **RESPONSE DOCUMENTS**

- A. Original Technical Proposal Packet
 1. A hard copy of the original *Technical Proposal Packet* **must** be received on or before the bid submittal date and time.
 2. The Proposal Packet should be clearly marked "Original" and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
 3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form, Attachment A. (See *Standard Terms and Conditions, #27. Disclosure*.)
 - b. Copy of Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)

c. *Voluntary Product Accessibility Template (VPAT)*, if applicable. (See *Technology Access*.)

4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

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

1. Contractor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.

2. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.

3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Contractor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

C. *Additional Copies and Redacted Copy of the Technical Proposal Packet*

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. *Additional Copies of the Technical Proposal Packet*

a. Five (5) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.

b. One (1) electronic copy of the *Technical Proposal Packet*, preferably on flash drive. A CD will also be acceptable.

c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.

d. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

A. It is strongly recommended that Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.

B. The original *Technical Proposal Packet* and all copies should be arranged in the following order:

- *Proposal Signature Page.*
- *All Agreement and Compliance Pages.*
- *Proposed Subcontractors Form.*
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form.*
- *Equal Opportunity Policy.*
- Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
- Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.9 CLARIFICATION OF BID SOLICITATION

A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on February 14, 2020. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.

B. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.

- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on **February 27, 2020**.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

1.10 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Contractor's signature on this page **shall** signify contractor's agreement that either of the following **shall** cause the contractor's proposal to be disqualified:
 - 1. Additional terms or conditions submitted intentionally or inadvertently.
 - 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.11 **AGREEMENT AND COMPLIANCE PAGES**

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

1.12 **SUBCONTRACTORS**

- A. Contractor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate contractor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.
- D. Vendor shall be responsible and accountable for, and must oversee, all subcontractor functions.
 - 1. The Vendor **shall not** contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of DHS. The Vendor **shall not** substitute any subcontractor without the prior written approval of DHS. For subcontractor(s), before commencing work, the contractor **shall** provide letters of agreement, contracts, or other forms of commitment which demonstrate that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:
 - a. The subcontractor(s) **shall** provide a written commitment to accept all contract provisions.
 - b. The subcontractor(s) **shall** provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

1.13 **PRICING**

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

- E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The Official Bid Price Sheet may be reproduced as needed.

1.14 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint proposal submitted by two or more contractors is acceptable. However, a single Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.15 **INDEPENDENT PRICE DETERMINATION**

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

1.16 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via e-mail or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Contractor.
- J. If a redacted copy of the submission documents is not provided with Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Contractor will be notified of the State's determination prior to release of the documents.

- L. The State has no liability to a Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.17 **CAUTION TO CONTRACTORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Contractor **must not** alter any language in any solicitation document provided by the State.
- C. Contractor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Contractor **must** provide clarification of any information in their response documents as requested by OP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Contractors may submit multiple proposals. Each proposal **shall** be submitted separately and **must** include all documents and information required under this RFP in order to advance to evaluation.

1.18 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.
- C. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- D. The contractor **shall** be responsible for checking the following Office of State Procurement (OSP) and DHS websites for any and all addenda up to the bid opening:

<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
<http://www.arkansas.gov/dfa/procurement/bids/index.php>
<https://medicaid.mmis.arkansas.gov/default.aspx>

1.19 **AWARD PROCESS**

A. Award Determination

The Grand Total Score for each Bidder, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the highest-ranking Contractors. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest-ranking Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

- Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the DHS and OSP websites at:

<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>

<http://www.arkansas.gov/dfa/procurement/bids/index.php>

<https://medicaid.mmis.arkansas.gov/default.aspx>

- The anticipated award will be posted for a period of fourteen (14) calendar days prior to the issuance of a contract. Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
- OP **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
- It is the Contractor's responsibility to check the OP website for the posting of an anticipated award.

D. Issuance of Contract

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

1.20 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.21 EQUAL OPPORTUNITY POLICY

- In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- EO Policies* should be included as a hardcopy accompanying the solicitation response.
- The submission of an *EO Policy* to the State is a one-time Requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that **must** also comply with this statute.
- Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Contractor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal

immigrants. If selected, the Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

- B. OSP will notify the selected contractor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the contractor(s) at that time.

1.23 **RESTRICTION OF BOYCOTT OF ISRAEL**

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

1.24 **PAST PERFORMANCE**

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

1.25 **TECHNOLOGY ACCESS**

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

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

1.26 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Contractor’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://dis.publishpath.com/policies-standards>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.27 VISA ACCEPTANCE

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

1.28 PUBLICITY

- A. Contractors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP’s prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a Contractor’s proposal to be disqualified or for the contract to be terminated.

1.29 RESERVATION

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

1.30 DATA LOCATION

Contractor **shall** under no circumstances allow Arkansas data to be relocated, transmitted, hosted or stored outside the continental United States in connection with any services provided under this contract entered into under this RFP, either directly by the Contractor or by its subcontractors.

1.31 SCHEDULE OF EVENTS

Public Notice of RFP	January 31, 2020
Deadline for Receipt of Written Questions	February 14, 2020 4:00 p.m. CT
Response to Written Questions, On or About	February 27, 2020
Date for Bid Submission	March 12, 2020 10:00 a.m. CT
Date and time for Opening Bid	March 12, 2020 11:00 a.m. CT
Intent to Award Announced, On or About	April 13, 2020

Contract Start, (Subject to State Approval)	July 1, 2020
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1.32 STATE HOLIDAYS

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

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

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

SECTION 2 – MINIMUM REQUIREMENTS

Do not provide responses to items in this section unless expressly required.

2.1 INTRODUCTION

Section 1902 (a)(30)(A), 1932(c) and 1903(a) of the Social Security Act requires the state Medicaid Agency to provide methods and procedures to safeguard against unnecessary utilization of care and services and to assure “efficiency, economy and quality of care”. A state **must** contract with an External Quality Review Organization (EQRO) to conduct activities related to External Quality Review (EQR) (42 CFR §438.356(a)(1)) and (42 CFR §433). The EQRO contracted as a result of this RFP **shall** conduct EQR activities in accordance with Centers for Medicaid and Medicaid Services (CMS) EQR activities and protocols to enable DHS/DMS to comply with federal and state EQR requirements.

The basic elements of a comprehensive assessment program related to quality measures, compliance, and efficiency to promote overall and discrete quality improvement **must** include at least the following elements:

- Mechanisms to assess the quality and appropriateness of care furnished to managed care members with focused or special health care needs
- Collection, analysis, and validation of performance measurement data for quality improvement
- Mechanisms to detect both underutilization and overutilization of services

See Appendix B, 42 CFR §438 SUBPART E; specifically, §438.330(b).

This Request for Proposal (RFP) is issued by the Office of Procurement (OP), for the DHS Division of Medical Services (DMS), to obtain a contract with a qualified vendor to provide analysis and evaluation of aggregated information on quality, timeliness, and access to health care services that a Managed Care Organization (MCO), Prepaid Ambulatory Health Plan (PAHP), Prepaid Inpatient Health Plan (PIHP), or Primary Care Case Management (PCCM) entity, or their contractors, furnish to Medicaid members (42 CFR §438.320), in addition to related support functions.

2.2 OVERVIEW OF PROGRAMS

A. Immediately Included Current Programs. The Arkansas Department of Human Services (DHS), Division of Medical Services (DMS), is issuing this RFP to obtain a contract with one (1) External Quality Review Organization (EQRO) to provide comprehensive external quality review functions related to the following programs:

- Arkansas Dental Managed Care Organizations (DMO)
- Provider-Led Arkansas Shared Savings Entities (PASSE)

The DMS organizational chart indicating oversight of both programs within the agency will be provided at the time the contract award is finalized.

B. Arkansas Dental Managed Care Organizations (DMO)

1. DHS has selected two (2) contractors to provide state-wide dental managed care services that became operable on January 1, 2018.
2. These contractors are defined as Prepaid Ambulatory Health Plans (PAHPs) per Centers for Medicare and Medicaid Services (CMS) regulations.
3. The populations for these programs are Medicaid Fee-For-Service (FFS) populations. DMS is primarily responsible for Medicaid services provided under the FFS system. The populations do not include Medicaid expansion enrollees.
4. Arkansas Medicaid recipients living in a Human Development Center (HDC), Nursing Home (NH), and those enrolled in the Program for All Inclusive Care for the Elderly (PACE), are excluded from Dental Managed Care (DMC) and will have their services paid through the Arkansas Medicaid Fee For Service (FFS) program. There are currently two hundred eighty-four (284) FFS members under twenty-one (21) and sixteen thousand eight hundred and eighty-two (16,882) recipients twenty-one (21) and over, totaling seventeen thousand one hundred and sixty-six (17,166) recipients who remain FFS.

The number of members attributed to DMC as of December 10, 2019 was five hundred eighty-three thousand one hundred and five (583,105) with attribution divided among the DMC entities:

- Delta Dental-
301,291 Total Members
Members under Age 21 – 224, 394
Members 21 and above – 76,897

- Managed Care of North America (MCNA)-
281,814 Total Members
Members under Age 21 – 208,553
Members 21 and above – 73,261

5. Metrics and Monitoring Plans.

a. Key Performance and Quality Indicators applicable to DMO are:

Component		Performance Standard
Network Adequacy		
Access to Care	Distance	i. At least ninety percent (90%) of Members have access to two (2) or more Primary Care Dentists who are accepting new patients within thirty (30) miles of the Member's residence in urban counties and sixty (60) miles of the Member's residence in rural counties.
		ii. At least eighty-five percent (85%) of all Members have access to at least one (1) specialty provider within sixty (60) miles of the Member's residence.
		iii. At least ninety percent (90%) of pediatric Members must have access to Pediatric Dental Services through two (2) or more Primary Care Dentists who are accepting new patients within thirty (30) miles of the Member's residence in urban counties and sixty (60) miles of the Member's residence in rural counties.
	Time	i. Emergency Care provided within twenty-four (24) hours.
		ii. Urgent Care, including urgent specialty care, provided within forty-eight (48) hours.
		iii. Therapeutic and diagnostic care provided within fourteen (14) days.
iv. Primary Care Dentists make referrals for specialty care based on the urgency of the Member's dental condition, but no later than thirty (30) days.		
v. One hundred percent (100%) of Non-urgent specialty care provided within sixty (60) days of authorization.		
Out-of-Network Provider Billing	No greater than twenty percent (20%) of the total dollars billed to the Contractor for outpatient services billed by out-of-network providers.	
Call Center		
Call Center Answer and Abandonment Rates	i. Ninety-five percent (95%) of all calls answered within three (3) rings or fifteen (15) seconds.	
	ii. Number of busy signals not exceeding five percent (5%) of the total incoming calls.	
	iii. The wait time in queue not longer than two (2) minutes for ninety-five percent (95%) of the incoming calls.	
	iv. The abandoned call rate not exceed three percent (3%) for any month.	
Call Center Return Calls	i. All calls requiring a call back to the Member or Provider returned within one (1) business day of receipt.	
	ii. For calls received during non-business hours, return calls to Members and Providers made on the next business day.	
Website		
Website and Portal Availability	Contractor's website, Member portal, and Provider portal online at least ninety-nine percent (99%) of the time each month, except that Contractor may take the	

	website and portals down from 1:00 am to 5:00 am each Saturday for necessary maintenance.
Grievances/Complaints	
Investigation and Resolution of Grievances	Investigate and resolve all Grievances within the following time frames:
	i. Emergency or urgent clinical issues: within twenty-four (24) hours of receipt or by the close of the next business day
	ii. Non-emergency or non-urgent clinical issues: within five (5) days of receipt
	iii. Non-clinical issues: within thirty (30) days of receipt
Claims Processing	
Denial, Approval, and Submission of Claims	Deny or approve, and submit for payment:
	i. One hundred percent (100%) of clean paper claims within thirty (30) calendar days of receipt
	ii. One hundred percent (100%) of clean electronic claims within fourteen (14) calendar days of receipt
Encounter Data	
Accuracy of Encounter Data	i. At least ninety-nine percent (99%) of all encounter data must be accurate.
Timeliness of Encounter Data	i. All encounter data submitted in accordance with the timeframes established in the contract.
Reporting	
Report submission	All required reports must be submitted in accordance with the timeframes established in the contract. The reports are identified in the managed care provider agreements.
Key Persons	
Voluntary Key Personnel Replacement	In the event of a voluntary Key Personnel replacement, propose a suitable replacement to the Contract Monitor at least fifteen (15) days prior to the intended date of change.
Key Personnel Vacancy	In the event of a Key Personnel vacancy, propose a suitable replacement to the Contract Monitor within fifteen (15) days of the vacancy occurrence or from when the Contractor first knew or should have known the vacancy would be occurring.
Quality Metrics	
Preventive Dental Service	<p>Percentage of enrollees age 21 and older who had at least one (1) preventive dental service during the year.</p> <p>Goal: 12%</p> <p>Year 1 Target: 8.4%</p> <p>Year 2 Target: 10.2%</p> <p>Year 3 Target: 12%</p> <p>Excludes: Enrollees who have been enrolled for less than 9 months of the measurement year</p>

	<p>Percentage of enrollees under age 21 who had at least one (1) preventive dental service during the year.</p> <p>Goal: 64%</p> <p>Year 1: 57.3%</p> <p>Year 2: 60.6%</p> <p>Year 3: 64%</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Enrollees who have been enrolled for less than 9 months of the measurement year. • Enrollees under one year of age at the mid-point of the measurement year.
<p>Sealant Services for children</p>	<p>Percentage of beneficiaries ages six to fourteen (6-14) who had at least one (1) sealant service on one of the permanent first molars during the measurement year.</p> <p>Goal 24%</p> <p>Year 1: 16%</p> <p>Year 2: 20%</p> <p>Year 3: 24%</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Enrollees who have been enrolled for less than 9 months of the measurement year. • Enrollees who have previously had all their applicable teeth sealed, restored, or extracted.
<p>Dental Emergencies</p>	<p>Per capita emergency room visits during the measurement year for dental care</p> <p>Goal: 5.5 visits/1,000</p> <p>Year 1: 6.32 visits/1,000</p> <p>Year 2: 5.92 visits/1,000</p> <p>Year 3: 5.5 visits/1,000</p> <p>Excludes: Enrollees who have been enrolled for less than nine (9) months of the measurement year.</p>

- b. The Quality Assurance Plans submitted to DMS by the DMO vendors are:
 - i. MCNA 2017 Quality Improvement Program Description
 - ii. Delta Dental Quality Assurance & Improvement Program Policy
 - iii. Delta Dental Network Access and Monitoring Plan

- 6. The following Information also pertains to DMO:
 - a. Dental Managed Care Waiver (Healthy Smiles)
 - b. Dental Managed Care Organization (DMO) Contractor Agreement
 - c. Arkansas State Plan pertaining to Dental Services

- d. Additional information about DMO
(<https://medicaid.mmis.arkansas.gov/general/programs/DntMgdcare.aspx>)

C. Provider-Led Arkansas Shared Savings Entities (PASSE) Program

1. Three (3) PASSEs are currently operating in Arkansas.
2. The PASSE program is divided into multiple Phases.
 - a. In Phase I, which began on February 1, 2018, Medicaid services continued to be provided under FFS rules, and the PASSEs implemented the Care Coordinator workforce.
 - b. In Phase II, which began on March 1, 2019, all PASSE program vendors began operating under a fully-capitated model. In this model, each PASSE entity received a global payment, became responsible for each attributed members’ total cost of care, and accepted full risk using the Managed Care Organization (MCO) model.
 - c. In Phase III, the PASSE program currently anticipates expanding to voluntary populations. A final date for Phase III implementation has not yet been set.
3. The populations for this program include those receiving high levels of services for:
 - a. Intellectual and Developmental Disabilities (DD), and
 - b. Behavioral Health (BH).

These populations are overseen primarily by the following divisions within DHS:

- Division of Medical Services (DMS)
- Division of Aging, Adult, and Behavioral Health Services (DAABHS)
- Division of Developmental Disabilities Services (DDS)

4. The number of members attributed to a PASSE as of October 14, 2019, was 43,030 with attribution divided among these PASSE entities:
 - Arkansas Provider Coalition (Summit Community Care or APC) –
14,396 Total Members (33% of all PASSEs):
Members under Age 18 – 8,344 (58% of Summit total)
Members Age 18 and above– 6,052 (42% of Summit total)
 - Arkansas Total Care (ATC) –
11,027 Total Members (26% of all PASSEs):
Members under Age 18 – 7,756 (70% of ATC total)
Members Age 18 and above – 3,271 (30% of ATC total)
 - Empower Healthcare Solutions –
17,607 Total Members (41% of Empower total):
Members under Age 18 – 12,511 (71% of Empower total)
Members Age 18 and above – 5,096 (29% of Empower total)

As the PASSE program matures, these numbers may change in the future and the selected Vendor will be apprised of attribution numbers on a monthly basis.

5. Metrics and Monitoring Plans.
 - a. Key Performance and Quality Indicators applicable to PASSE are:

Component	Performance Standard
Network Adequacy	
Access to Care: Distance and Time	All PASSE entities must comply with Network Adequacy Standards related to Distance and Time Access to Care, unless a variance has been requested and approved. All Distance and Time Access to Care requirements are set forth in §226.000 and §226.100 of the PASSE Medicaid Provider Manual.
Out-of-Network	Starting on January 1, 2020, no greater than twenty percent (20%) of the total

Provider Payment	dollars paid to the PASSE shall be used to pay for services billed by out-of-network providers.
Call Center	
Call Center Answer and Abandonment Rates	i. Ninety-five percent (95%) of all calls answered within three (3) rings or fifteen (15) seconds.
	ii. Number of busy signals not exceeding five percent (5%) of the total incoming calls.
	iii. The wait time in queue not longer than two (2) minutes for ninety-five percent (95%) of the incoming calls.
	iv. The abandoned call rate not exceed five percent (5%) for any month.
Call Center Return Calls	i. All calls requiring a call back to the Member or Provider returned within one (1) Business Day of receipt.
	ii. For calls received during non-business hours, return calls to Members and Providers made on the next business day.
Website	
Website and Portal Availability	Contractor’s website online at least ninety-nine percent (99%) of the time each month, except that Contractor may take the website and portals down from 1:00 am to 5:00 am each Saturday for necessary maintenance.
Grievances/Complaints	
Investigation and Resolution of Grievances	Investigate and resolve all Grievances within the following time frames:
	i. Acknowledgement in writing within five (5) business days of receipt of each grievance.
	ii. All grievances must be completed and resolved within thirty (30) days of the filing date, unless an extension is granted in accordance with 4.9.19.c.iii of the PASSE Provider Agreement.
	iii. The PASSE must submit a grievance log with their quarterly report.
Claims Processing	
Denial, Approval, and Submission of Claims	i. Timeliness of Claims: <ul style="list-style-type: none"> a. A clean claim must be submitted for payment by the provider, either by mail or electronic submission, within three hundred sixty-five (365) days of: <ul style="list-style-type: none"> -The date of service; -The date of discharge from an inpatient setting; or -The date the provider was furnished with the correct name and address of the PASSE. b. Claims not submitted within three hundred sixty-five (365) days of the above date may be denied by the PASSE. However, the PASSE must not deny a claim for timeliness if the untimely claim submission results from a provider’s reasonable efforts to determine the extent of liability.
	ii. Processing Clean Claims. “Process” means deny or approve and submit for payment claims within the following time frames. <ul style="list-style-type: none"> a. The PASSE must process seventy percent (70%) of all clean claims submitted within seven (7) days. b. The PASSE must process ninety-five percent (95%) of all clean claims submitted within thirty (30) days. c. The PASSE must process ninety-nine percent (99%) of all clean claims submitted within sixty (60) days.
	iii. For all electronically submitted claims for service, the PASSE must: <ul style="list-style-type: none"> a. Within twenty-four (24) hours after the beginning of the next business day after receipt of the claim, provide electronic acknowledgment of the receipt of the claim to the electronic source submitting the claim. b. For contested, or “unclean” claims, the PASSE must include in the notice a list of additional information or documents necessary to process the claim. c. Pay or deny the claim within ninety (90) calendar days after receipt,

	<p>whether contested or not.</p> <p>d. Failure to pay or deny the claim within one hundred twenty (120) calendar days after receipt of the claim creates an uncontestable obligation of the PASSE to pay the claim.</p>
	<p>iv. For all non-electronically submitted claims for payment of services, the PASSE must:</p> <p>a. Within twenty-four (24) hours after the beginning of the next business day after receipt of the claim, provide electronic notice of receipt of the claim. Or, within fifteen (15) calendar days after receipt of the claim, provide acknowledgement of receipt of the claim to the provider or designee by mail and with information on how to electronically access the status of the claim.</p> <p>b. The notification to the provider of a contested claim or “unclean” claim must include a list of additional information or documents necessary to process the claim.</p> <p>c. Pay or deny the claim within one hundred twenty (120) calendar days after receipt, whether contested or not.</p> <p>d. Failure to pay or deny the claim within one hundred forty (140) calendar days after receipt of the claim creates an uncontestable obligation of the PASSE to pay the claim.</p>
	<p>v. The PASSE must screen all claims for completeness, logic, and consistency prior to payment.</p>
	<p>vi. The PASSE must pay for certain items or services as set forth in more detail in the following sections of the PASSE Agreement:</p> <p>a. §5.4: State Plan services;</p> <p>b. §7.1.11: Crossover claims, including Medicare co-insurance and deductibles for specific services;</p> <p>c. §7.1.18: Full amount of the claim under the DHS FFS schedule or the negotiated contracted rate, and then seek reimbursement, for prenatal care for pregnant women, preventive pediatric services, or services covered by certain third-party liability (TPL) sources; and</p> <p>d. §7.1.29: Mental Health and Substance Abuse Parity requirements.</p>
	<p>vii. The PASSE must not pay for an item or service (other than an emergency item or service, including items or services furnished in an emergency room of a hospital) as set forth in more detail in the following sections of the PASSE Agreement:</p> <p>a. §7.1.12: 1) Home health care services provided by DHS or another organization, unless DHS provides the state with a surety bond as specified in Section 1861(o)(7) of the Act. 2) Items or services furnished by an individual or entity during an period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless DHS determines that there is good cause not to suspend payments; and 3) Any expenditures related to items or services for which funds may not be used under the Assisted Suicide funding Restriction Act of 1997.</p> <p>b. §7.1.27: organ transplant except as provided;</p> <p>c. §7.1.28: from an excluded person or entity, at the direction of an excluded person or entity, furnished by of certain persons or entities not suspended by DHS and for any expenditures related to items or services for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997;</p> <p>d. §7.1.31: payment to a Federally-Qualified Health Center (FQHC) or Rural Health Clinic (RHC) for less than the amount of payments that would be provided if those services were furnished by a provider that is not an FQHC or RHC;</p> <p>e. § 5.8.1: Non-emergency transportation provided through the PAHP, transportation to and from an EIDT/ADDT, dental benefits in a capitated program, school-based services provided by school employees, skilled nursing facilities, human development centers, AR Choices, AR Independent Choices, abortions.</p>

	<p>viii. The PASSE must incorporate the National Correct Coding Initiative (NCCI) editing programs for the Healthcare Common Procedure Coding System (HCPCS)/Current Procedural Terminology (CPT) codes to promote correct coding and control coding errors, except for allowable NCCI edits exclusions in accordance with 42 CFR § 433.116 and 45 CFR § 95.</p> <p>ix. The PASSE must prohibit balance billing by participating and out-of-network providers for covered services. This means that the provider may not bill the enrolled member directly for any amount not paid by the PASSE for the services provided.</p> <p>x. The PASSE is responsible for TPL recoupment. Medicaid is the payor of last resort unless specifically prohibited by applicable state or federal law. This means the PASSE must pay for covered services only after all other sources of payment have been exhausted, e.g., the insurance carrier of a tortfeasor. The PASSE must take reasonable measures to identify potentially legally liable third-party sources.</p> <p>xi. The PASSE must require all providers to report provider-preventable conditions associated with claims for payment or member treatments for which payment would otherwise be made.</p> <p>a. The PASSE cannot make payments for any provider-preventable conditions in accordance with 42 CFR § 438.3(g). The PASSE must track data and submit a report quarterly that identifies all provider-preventable conditions.</p> <p>b. The report must include, at a minimum:</p> <p>i. wrong surgical or other invasive procedure performed on an enrolled member; surgical or other invasive procedure performed on the wrong body part; surgical or other invasive procedure performed on the wrong patient.</p> <p>ii. Has a negative consequence for the enrolled member.</p>
Encounter Data	
Completeness of Encounter Data	The PASSE must submit encounters for one hundred percent (100%) of the covered services provided by participating and non-participating providers.
Accuracy of Encounter Data	No less than ninety-five percent (95%) of the PASSE's encounter lines submission must pass MMIS system edits, as specified by DHS.
Reporting	
Report Submission	All required reports submitted in accordance with timelines established in the Agreement between the PASSE entities and DHS. The reports identified in the PASSE Agreements are listed in the Exhibits.
Key Personnel	
Key Personnel Vacancy	In the event of a Key Personnel vacancy, propose a suitable replacement to the Contract Monitor within thirty (30) calendar days of the vacancy occurrence or from when the Contractor first knew or should have known the vacancy would be occurring.
Prior Authorizations and Utilization Management	
Prior Authorizations	The PASSE must honor any authorizations for services issued by DHS or its contractors for newly assigned members. If a provider can submit verification of an authorization issued by DHS or its contractors prior to the effective date of PASSE assignment, the PASSE must provide payment for that service at their negotiated rate.
Quality Measures	
Care Coordinator	Caseload: The care coordinator's assigned caseload will be limited to a maximum of fifty (50) enrolled members.
	<p>Target: ≥90% of care coordinators will have a caseload of ≤50 enrolled members</p> <p>Initial Contact: Care coordinators must initiate contact with each enrolled member assigned to his or her caseload within fifteen (15) business days after effective date of enrollment.</p>

	<p>Target: ≥75% of members are contacted within fifteen (15) business days of assignment by a care coordinator.</p> <p>Monthly Contact: Care coordinators must maintain ongoing contact with each enrolled member assigned to his or her caseload, making at least one (1) contact monthly.</p> <p>Target: ≥75% of members are contacted monthly by a care coordinator.</p> <p>Quarterly Contact: Care coordinators must maintain ongoing contact with each enrolled member assigned to his or her caseload, making at least one (1) contact in person quarterly.</p> <p>Target: ≥75% of members are contacted quarterly in person by a care coordinator.</p> <p>PCP Assignment: Care coordinators must ensure that all enrolled members assigned to them have selected a Primary Care Physician (PCP), confirm that the member is seeing the PCP as needed, and if necessary, assist the member with selecting a PCP.</p> <p>Target: ≥80% of enrolled members will have selected a PCP and will be on the selected PCP's caseload</p> <p>Follow-Up: Care coordinators must follow up with enrolled members assigned to their caseload within seven (7) business days of:</p> <ul style="list-style-type: none"> • A visit to an Emergency Room • Discharge from Hospital or In-Patient Psychiatric Unit/Facility <p>Target: ≥50% of members with a visit to ER or discharge from Hospital or In-Patient Psychiatric Unit/Facility will have follow-up by a care coordinator ≤ 7 business days of visit.</p>
<p>Healthcare Effectiveness Data and Information Set (HEDIS) Measures</p>	<p>The following minimum HEDIS measures must be tracked by each PASSE and reporting to DHS:</p> <p>*1-17 yr. old: Percentage of members on two (2) or more concurrent antipsychotic medications</p> <p>*6-12 yr. old: Percentage of members with newly prescribed ADHD medication with one (1) follow-up visit during the 30-day initiation phase Percentage of members with newly prescribed ADHD medication with at least two (2) follow-up visits during the 10-month continuation and maintenance phase</p> <p>*6-20 yr. old: Percentage of members with hospitalization for mental illness with a follow-up visit to behavioral health provider within seven (7) days of discharge Percentage of members with hospitalizations for mental illness with a follow-up visit to behavioral health provider within thirty (30) days of discharge</p> <p>*18+ yr. old: Percentage of members diagnosed with major depression who were treated with and remained on antidepressant medication for twelve (12) weeks Percentage of members diagnosed with major depression who were treated with and remained on antidepressant medication for six (6) months</p> <p>18-64 yr. old: Percentage of members with Schizophrenia or Bipolar Disorder who were dispensed an antipsychotic medication and had a Diabetes screening test</p>

	<p>*19-64 yr. old: Percentage of members with Schizophrenia who were dispensed and remained on antipsychotic medication for at least eighty percent (80%) of their treatment period</p> <p>*21+ yr. old: Percentage of members with hospitalizations for mental illness with a follow-up visit to behavioral health provider within seven (7) days of discharge</p> <p>Percentage of members with hospitalizations for mental illness with a follow-up visit to behavioral health provider within thirty (30) days of discharge</p>
<p>Provider Quality Metrics</p>	<p>i. The PASSE must have quality metrics for quality, accuracy, and timeliness that all providers who submit claims to the PASSE are held accountable for.</p> <p>ii. The PASSE must verify the accuracy and timeliness of the data reports submitted by providers regarding these quality metrics, regardless of whether they are participating or out-of-network providers or they are compensated through a capitation arrangement or on a by-service basis.</p> <p>iii. This information must be compiled into a report and submitted to DHS with the quarterly metrics report. However, the raw data and information must be kept and made available for DHS or its agents to review.</p>

6. The following Information and documents also pertain to the PASSE Program:
 - a. Medicaid Provider-Led Organized Care Act, Ark. Code Ann. §20-77-2701 et seq.
 - b. Approved Waivers and State Plan Amendments
 - i. The Provider-led Arkansas Shared Savings Entity 1915(b) Waiver
 - ii. The Community and Employment Supports 1915(c) Home and Community Based Services Waiver
 - iii. The 1915(i) Home and Community Based Services State Plan Amendment
 - c. PASSE Program
 - i. Overview (<https://humanservices.arkansas.gov/about-dhs/dms/passe>)
 - ii. Information for PASSE Members (<https://humanservices.arkansas.gov/about-dhs/dms/passe/passe-beneficiary-support>)
 - iii. Information for Providers (<https://humanservices.arkansas.gov/about-dhs/dms/passe-provider-info/passe-resources-for-providers>)
 - iv. PASSE Resource Gallery (<https://humanservices.arkansas.gov/about-dhs/dms/passe/passe-resources-gallery>)
 - v. What to expect in the PASSE Process (<https://humanservices.arkansas.gov/about-dhs/dms/passe/what-to-expect>)
 - vi. PASSE Care Coordination and Person-Centered Service Plan (<https://humanservices.arkansas.gov/about-dhs/dms/passe/care-coordination-and-pcsp>)
 - vii. PASSE FAQs (<https://humanservices.arkansas.gov/about-dhs/dms/passe/faq>)
 - d. PASSE Agreement
<https://humanservices.arkansas.gov/about-dhs/dms/passe-provider-info/passe-resources-for-providers>
 - e. PASSE Master Workplan
(https://humanservices.arkansas.gov/images/uploads/dms/DHS_PASSE_Master_Workplan_6.13.19%28JRM%29_.pdf)
 - f. PASSE Provider Manual (<https://medicaid.mmis.arkansas.gov/Provider/Docs/passe.aspx>)

- D. Currently-Existing Programs and Populations. Currently-existing programs and populations may be added after award of this procurement. At such time, the selected Vendor and DHS will discuss scope and costs. Such currently-existing programs may include, but are not limited to:
 - a. Non-Emergency Medical Transportation (NET);

- b. Patient-Centered Medical Home (PCMH); and
- c. PCCM Programs (i.e., ConnectCare or Patient Centered Medical Home).

DHS anticipates NET and Connect Care quality measures to be similar in scope to Dental Managed Care, while PCMH will most likely mirror PASSE. The most current quality measures will be provided when discussions regarding the quality review of these programs occur.

- E. Future Programs and Populations. Additional programs may be developed or added after award of this procurement to address existing or newly added populations. At such time, the selected Vendor and DHS will discuss scope and costs.

2.3 **MINIMUM VENDOR QUALIFICATIONS**

Vendor **shall** meet the following requirements, which **must** be demonstrated in its response packet:

A. Vendor Experience and Competence

1. Pursuant to 42 CFR §438.354(b), an EQRO Vendor **shall** be competent, knowledgeable, and have experience in conducting EQR activities in accordance with CMS EQR activities and protocols. For purposes of this RFP, competence requires these minimum qualifications:
 - a. Employment of staff with demonstrated experience and knowledge of:
 - i. Medicaid members, policies, data systems, and processes;
 - ii. Managed care delivery systems, organizations, and financing;
 - iii. Quality assessment and improvement methods;
 - iv. Quality Measures/Quality Indicators (QM/QI) methods and standards;
 - v. Research design and methodology, including statistical analysis;
 - vi. Ability to work within or draft policy and procedures to ensure a seamless transition of EQR activities for each program being reviewed;
 - vii. Meaningful and EQR appropriate technical report writing; and
 - viii. Knowledge of and access to the standards, tools, and data from the National Committee for Quality Assurance (NCQA) including Healthcare Effectiveness Data and Information Set (HEDIS), Quality Compass (QC), and Consumer Assessment of Healthcare Providers and Systems (CAHPS) surveys.
 - b. Because Arkansas's Dental Managed Care program is included in the scope of work for this contract, respondents should note that the EQRO **shall** have staff with both medical and dental expertise.
2. Vendor **must** have completed a minimum of two (2) comprehensive EQRO assessments for a State Medicaid Agency within the last five (5) years. These assessments must have included a Long-Term Services and Supports (LTSS) for individuals with intellectual and developmental disabilities or behavioral health diagnoses and dental services component.
3. For verification purposes of the experience and competency requirement, Vendor **shall** provide an overview of prior work meeting this requirement, including:
 - a. List of agencies/clients and dates of projects;
 - b. Description of each project, including but not limited to:
 - i. Scope of EQRO work;
 - ii. Description of the programs being reviewed;
 - iii. Number of staff and relevant qualifications and experience; and
 - iv. Technical environment
 - c. Estimated volume of members receiving services under the programs being reviewed;
 - d. Contract length and amounts; and
 - e. Contact information for contract managers who can verify experience of the Vendor, and also include the following:
 - i. Current phone number;
 - ii. Mailing address;
 - iii. Email address;

- iv. Title and Organization; and
- v. Contract Manager's printed name.

4. Proposals may be disqualified from respondents whose references do not respond within five (5) business days of the request for verification.

B. Vendor Independence

1. Pursuant to 42 CFR §438.354(c), an EQRO vendor **must** be independent, and Vendor **must** meet all the stated independence requirements under this section:

(c) Independence. The EQRO and its subcontractors must be independent from the State Medicaid agency and from the MCOs, PIHPs, PAHPs, or PCCM entities (described in §438.310(c)(2)) that they review. To qualify as "independent"—

- (1) If a State agency, department, university, or other State entity:
 - (i) May not have Medicaid purchasing or managed care licensing authority; and
 - (ii) Must be governed by a Board or similar body, the majority of whose members are not government employees.
- (2) An EQRO shall not:
 - (i) Review any MCO, PIHP, PAHP, or PCCM entity (described in §438.310(c)(2)), or a competitor operating in the State, over which the EQRO exerts control or which exerts control over the EQRO (as used in this paragraph, "control" has the meaning given the term in 48 CFR 19.101) through—
 - (A) Stock ownership;
 - (B) Stock options and convertible debentures;
 - (C) Voting trusts;
 - (D) Common management, including interlocking management; and
 - (E) Contractual relationships.
 - (ii) Deliver any health care services to Medicaid beneficiaries;
 - (iii) Conduct, on the State's behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO, PIHP, PAHP, or PCCM entity (described in §438.310(c)(2)) services, except for the related activities specified in §438.358;
 - (iv) Review any MCO, PIHP, PAHP or PCCM entity (described in §438.310(c)(2)) for which it is conducting or has conducted an accreditation review within the previous 3 years; or
 - (v) Have a present, or known future, direct or indirect financial relationship with an MCO, PIHP, PAHP, or PCCM entity (described in §438.310(c)(2)) that it will review as an EQRO.

2. Under this RFP, the current named vendors would include the following, but such list may be amended in the future to include additional DHS programs and named vendors, and any subcontractors/vendors providing professional and technical services:

•Dental PAHPs	>Delta Dental
	>MCNA (Managed Care of North America, Inc.)
•PASSEs	>Arkansas Total Care (AR Health and Wellness Health Plan/Centene)
	>Empower (Beacon Health Options Inc.)
	>Summit (Arkansas Provider Coalition/ Amerigroup Partnership Plan LLC/Anthem)

Subcontractors and vendors providing professional and technical services include without limitation, those who provide member support services to any MCO, PIHP, PAHP, or PCCM entity operating as part of Arkansas Medicaid.

- 3. As part of Vendor Independence, Contractor **must** certify that all proposed subcontractors and any staff assigned to the resultant contract have not been employed by any of the above-mentioned plans for at least three (3) years prior to the date of bid.
- 4. As part of its proposal, Vendor **shall** certify, without limitation or qualification, to such independence by signing the Section 2 Vendor Agreement and Compliance page in the Technical Proposal Packet.

5. Vendor **shall** make required disclosures to ensure they are independent, as defined in 42 CFR §438.354(c).

C. Vendor References

1. Vendor (and each expected/anticipated subcontractor) **shall** provide at least three (3) letters of reference that **must** attest to Vendor's prior External Quality Review (EQR) experience. Two (2) of the letters may be from the contract managers used to satisfy the above requirement in A. These letters **must** include the following:
 - a. Two (2) letters of reference **must** be from public or private entities other than the Arkansas Department of Human Services (DHS); and
 - b. An additional letter of reference **must** be from any state Medicaid program, which may include the Division of Medical Services (DMS) within DHS.
2. All letters of reference **must** meet the following criteria:
 - a. They **must** be on official letterhead of the party submitting recommendation;
 - b. They **must** be from entities with recent (within the last three [3] years) experience with Vendor;
 - c. They **must** be from individuals who can directly attest to Vendor's qualification(s) relevant to this RFP;
 - d. They **must** be limited to organizational recommendations, not personal recommendations;
 - e. They **must** be dated not more than six (6) months prior to the Proposal date; and
 - f. They **must** include the current phone number, mailing address, email address, title, printed name, and signature of the individual of the party submitting the recommendation.
3. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Proposals may be disqualified from respondents whose references do not respond within five (5) business days of the request for verification.

D. Sanctions or Corrective Actions

1. Vendor **shall** certify by signing Section 2 Vendor Agreement and Compliance page in the Technical Proposal Packet that Vendor and all associated subcontractors have not received any notices of concern, corrective action, sanction, or termination by a state or federal government, or a private entity with which it contracts, within the last ten (10) years. Because the EQRO and associated subcontractors work with patient-level data and information, the certification **must** include any HIPAA violations and data breaches.
2. However, failure to certify may not disqualify a Vendor's Proposal if Vendor provides detailed documentation of notices of concern, corrective action, sanction, or termination from a state or federal government within the last ten (10) years. DHS shall have the discretion to allow or disqualify the bidder based upon documentation received supporting satisfactory resolution. DHS may also consider the time elapsed since the sanction or notice of corrective action and the overall volume of sanctions or notices of corrective action the vendor has received.
3. Documentation **must** include status of all corrective actions within the last ten (10) years, including documentation showing the corrective action(s) were completed to the satisfaction of the issuing government agency.

E. Adverse Medicaid Managed Care Program Occurrence

1. Vendor **shall** certify by signing Section 2 Vendor Agreement and Compliance page in the Technical Proposal Packet that within the past ten (10) years, Vendor has not been involved with any of the following occurrences regarding any other state's Medicaid managed care programs or a federal Medicare managed care program:
 - a. Any on-going litigation, and any litigation resolved (including by settlement);
 - b. Any HIPAA violations or data breaches, whether ongoing or resolved; or

- c. Any financial penalties greater than one thousand dollars (\$1,000.00) incurred as a result of failure to meet one or more contractual performance standards on any EQRO contract.
2. However, failure to certify may not disqualify a Vendor's Proposal if Vendor provides detailed documentation of each adverse occurrence (e.g., litigation, finding, penalty) and any corresponding corrective action received from a state or federal government within the last ten (10) years. DHS shall have the discretion to allow or disqualify the bidder based upon documentation received.
3. Documentation must include status of all corrective actions within the last ten (10) years, including corrective actions completed to the satisfaction of the issuing government agency.

F. Bondability

1. Vendor **shall** submit a Letter of Bondability from an admitted Surety Insurer with its Proposal.
2. The letter **must** unconditionally offer to guarantee, to the extent of one-hundred percent (100%) of the annual contract price, the Vendor's performance in all respects of the terms and conditions of the RFP and the resultant contract.

G. Subcontractors

Vendor and its subcontractor performing EQR or EQR-related activities **shall** meet the requirements defined in the Vendor Minimum Qualifications, including the requirements for independence. For Verification purposes, the documentation requested in items A-F above may be requested for all subcontractors proposed in the Technical Proposal Packet.

SECTION 3 – REQUIRED SCOPE OF WORK

Do not provide responses to items in this section unless expressly required.

3.1 OVERVIEW: SCOPE OF WORK AND GOVERNING LAW

- A. Applicable Law. The Code of Federal Regulations (CFR) governs Medicaid managed care programs under 42 CFR §438. Pursuant to 42 CFR §438, Subpart E, Medicaid agencies that enter into contracts with PIHPs, PAHPs, MCOs, and PCCM entities **must** undergo external quality review using a third-party External Quality Review Organization (EQRO). See Appendix B, 42 CFR §438, Subpart E, hereby incorporated by reference as if set out fully herein.

External quality review is defined by the CFR as “the analysis and evaluation by an EQRO, of aggregated information on quality, timeliness, and access to the health care services that an MCO [managed care organization], PIHP [prepaid inpatient health plan], PAHP or PCCM [primary care case manager] entity (described in §438.310(c)(2)), or their contractors furnish to Medicaid members.” (42 CFR§ 438.320).

- B. Mandatory and Optional Protocols and Activities. The CMS Final Rule identifies a total of four (4) mandatory and six (6) optional EQRO Protocol activities under 42 CFR §438.358. The CMS Final Rule additionally identifies other optional and foundational activities. These activities are:

Mandatory Activities	
Activity 1	Validation of performance improvement projects required in accordance with 438.330(b)(1) that were underway during the preceding twelve (12) months
Activity 2	Validation of MCO, PIHP, or PAHP performance measures required in accordance with 438.330(b)(2) or MCO, PIHP, or PAHP measures calculated by the State during the preceding twelve (12) months
Activity 3	Perform a review, conducted within the previous 3-year period, to determine the MCO's, PIHP's, or PAHP's compliance with the standards set forth in subpart D of this part and the quality assessment and performance improvement requirements described in 438.330
Activity 4	Validation of MCO, PIHP, or PAHP network adequacy during the preceding twelve (12) months to comply with requirements set forth in 438.68 and, if the State enrolls Indians in the MCO, PIHP, or PAHP, 438.14(b)(1)
Optional Activities	
Activity 1	Validation of encounter data reported by an MCO/PIHP/PAHP/PCCM entity
Activity 2	Administration or validation of consumer or provider surveys of quality of care
Activity 3	Calculation of performance measures in addition to those reported by an MCO/PIHP/PAHP/PCCM entity and validated by an EQRO in accordance with paragraph (b)(1)(ii) of this section
Activity 4	Conduct performance improvement projects in addition to those conducted by an MCO/PIHP/PAHP/PCCM entity and validated by an EQRO in accordance with paragraph (b)(1)(i) of this section
Activity 5	Conduct studies on quality that focus on a particular aspect of clinical or nonclinical services at a point in time
Activity 6	Assist with the quality rating of MCO/PIHP/PAHPs consistent with 438.334

Additional information regarding EQR-related definitions, protocols and tools was published in CMS-R-305, OMB Approval #0938-0786. Six attachments are included as Appendix C. The successful bidder shall obtain and utilize these or subsequently published protocols and tools in their evaluation processes. It is important to note that not every activity has an established protocol or tool. The successful bidder **shall** be required to

provide its own protocols and tools for those activities. These protocols may have already been validated for use in other states or may be developed for Arkansas. Vendor shall be required to provide a validation method.

- C. Vendor Responsibility. Vendor **shall** be responsible for conducting each mandatory and optional activity necessary to ensure DHS's and each program's compliance with CMS rules, and to perform all activities identified by DHS according to the following phases outlined in Section 3.2 below. Foundational activities not outlined may be required in Section 3.2 below.
- D. Definitions. Under this RFP, the following definitions apply without limitation:
1. "Validation" means the review of information, data, and procedures to determine the extent to which they are accurate, reliable, free from bias, and in accord with standards for data collection and analysis. (42 CFR §438.320)
 2. "Quality", as it pertains to external quality review, means the degree to which an MCO, PIHP, PAHP, and PCCM or PCCM entity increases the likelihood of desired health outcomes of its members through:
 - a. Its structural and operational characteristics;
 - b. The provision of health services that are consistent with current professional knowledge; and
 - c. Interventions for performance improvement.
(42 CFR §438.320)
 3. "Access", as it pertains to external quality review, means the timely use of services to achieve optimal outcomes, as evidenced by managed care plans successfully demonstrating and reporting on outcome information for the availability and timeliness elements defined under §438.68 (Network adequacy standards) and §438.206 (Availability of services).
 4. The umbrella term "Program" or "Programs" means all managed care programs for the benefit of Arkansas Medicaid members, including but not limited to MCOs, PIHPs, PAHPs, and PCCMs or PCCM entities.
 5. "Outcomes" means changes in patient health, functional status, satisfaction, or goal achievement that result from health care or supportive services.
 6. The umbrella term "Staff" includes, but is not limited to, EQRO direct employees and all subcontractors of the EQRO, and the subcontractor's employees.
- E. Mandated Reporting
Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect:
- a. That a child has been subjected to child maltreatment;
 - b. That a child died as a result of child maltreatment;
 - c. That a child died suddenly and unexpectedly; or
 - d. Observes a child being subjected to conditions or circumstances that would reasonably result in child maltreatment; or
 - e. That an endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment

A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.

An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.

An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.

Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.

3.2 **EQRO WORK OVERVIEW AND GENERAL REQUIREMENTS**

Vendor **shall** incorporate the following general requirements into its proposal for each population and model described herein.

- A. **Overview and General Requirements.** Vendor **shall** provide all mandatory and optional EQR functions listed for the programs, vendors, and populations as proposed by Vendor in this RFP, in addition to related and foundational activities set forth herein, and in the Appendix B.
1. In the RFP, Vendor **must** propose activities that address the following elements without limitation:
 - a. Plans, including structure and operations;
 - b. Members;
 - c. Claims;
 - d. Authorizations;
 - e. Data/Measurements including Data and Measurement Validation; and
 - f. Evaluation/Quality Assurance/Improvements.
 2. For each activity, Vendor **must** specify in the RFP:
 - a. The data to be gathered;
 - b. The sources of the data;
 - c. The activities and steps to be followed in collecting the data to promote its accuracy, validity, and reliability;
 - d. The proposed method or methods for validly analyzing and interpreting the data once obtained; and
 - e. Instructions, guidelines, worksheets, and other documents or tools necessary for implementing the protocol.
 3. Vendor **shall** design and develop measurement and scoring tools, review criteria, and work plan methodology in accordance with CMS EQR protocols, this RFP, and Performance Indicators (PIs). Vendor **shall not** claim intellectual property rights over any vendor-developed measurement and scoring tools, review criteria and work plan methodologies developed to meet Federal Requirements.
 4. Vendor **shall** conduct the activity according to the following general sequence of procedures:
 - a. For each activity, DHS will select the appropriate activity and standards to be evaluated (if applicable to the activity) and provide direction to Vendor.
 - b. Vendor **shall** conduct the activity pursuant to the agreed-upon methodology.
 - c. Vendor **shall** provide findings and recommendations to each program being reviewed to include opportunities for improvement or corrective action steps if indicated.
 - d. Vendor **shall** deliver to DHS final written reports at the end of each specific assessment study, describing all actions, processes, and methodologies of each activity. At a minimum, the reports **must** contain:
 - i. Executive summary of all program findings and documentation of components of the review and final compliance determinations for each regulatory provision;

- ii. Second- and third- year reports. Each will also include a year-to-year comparison of program-specific findings, recommendations, and corrective action steps, if applicable, directed by Vendor; and
 - iii. Details of the initiatives taken by each program to address findings, recommendations, and corrective action steps from previous compliance reviews to determine if such actions reflected positively or continued corrective action is required.
 - iv. In the initial year of the contract, Vendor and DHS **shall** work to set out deadlines for each report, including a deadline that allows DHS to review the report prior to submission to CMS.
 - v. In the second and subsequent years of the contract, Vendor **shall deliver the finalized annual technical report to DHS no later than the 28th day of February following the end of each calendar year being reported to ensure compliance with the April 30th deadline for submission to CMS and for posting on the appropriate websites pursuant to the CMS Final Rule.**
 5. Vendor **shall** safeguard against Fraud, Waste and Abuse.
 - a. Under the CMS Final Rule, managed care programs are required under 42 CFR §438.608 to “implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste and abuse.”
 - b. Based on Vendor’s affirmative duty under this section, Vendor **shall** include in its proposal any means, methods, or both to recognize and report fraud, waste, and abuse in the course of performing its duties under this contract, including how it will work with the Office of Medicaid Inspector General (OMIG) to gather data on fraud, waste, and abuse reports for the MCO entities.
- B. Reports. Vendor **shall** prepare reports for DHS, including but not limited to reports required by CMS, and provide related and underlying data as needed and requested by DHS.
 1. In its RFP Response, Vendor **shall** propose the scope and contents of such reports:
 - a. Annual technical report pursuant to 42 CFR §438.364;
 - b. Report for each activity;
 - c. Milestone and activity reports;
 - d. Other reports identified as either necessary or optional by Vendor; and
 - e. Other reports identified by DHS.
 2. All reports **must** be provided in a format and method as specified by or approved by DHS and delivered in electronic format to a specific DHS point of contact to be specified at the time of contract award.
 3. Should DHS determine that the content, frequency, or another factor of a report needs modification, the Vendor **shall** modify the report as specified (exclusive of CMS-mandated reports that require specific components).
- C. IT Component. Vendor **shall** work with and coordinate data collection activities with DHS and the vendors for each managed care program. The Vendor **shall** execute proper Business Associate Agreements (BAA) with each managed care program vendor or other entities to allow appropriate dissemination of data files, medical records, and other data sets. A Business Associate Agreement **must** also be executed with DHS. Proof of all BAAs **shall** be provided to DHS. All proposed IT components shall be subject to DHS approval.
 1. The IT component includes the following without limitation, but is not limited to:
 - a. Encounter data, including data file layout and data dictionaries;
 - b. Claims, including original, amended, withdrawn;
 - c. Relevant medical records; and
 - d. Managed care records related to the above, including without limitation information maintained by PASSE Care Coordinators.

2. Vendor **shall** include in its proposal data flow processes and **shall** work with the managed care vendors and DHS to implement this aspect of the contract.
 3. Provided any IT-related function requires new or revised user interface design, a User Accepting Testing (UAT) Phase and sign-off for acceptance of all data transfer processes **must** be included.
 4. Vendor's IT milestones shall include without limitation ability to accept data extracts from the MMIS data warehouse vendor as well as from PASSEs, DMOs, and other relevant DMS data sources.
 5. Vendor **shall** propose a communication plan for use in communicating vendor information and review requests, to be approved by DHS prior to implementation.
- D. Contingency Plans. Based on Vendor's prior experience with EQR activities in other states, Vendor may include possible contingency plans in its proposal, including methods to identify potential bottlenecks and potential solutions, or both.
- E. Other Duties. Vendor **shall** perform other duties within the scope of the EQRO or as directed by DHS to ensure program compliance with all CMS rules and regulations under 42 CFR §438 regarding managed care.
- F. Additional Work or Modification of Scope/Activities
1. The Contractor **shall** perform services not otherwise specified in the contract, including special projects, as directed by specific written or verbal communication from DMS. The specific work requirements and the reimbursement for such services will be negotiated between the Contractor and DMS. The vendor **shall** provide its usual and customary hourly rate for any special projects it may have performed in other states or for the federal government.
 2. These services may include special projects that may arise as a result of Congressional, Legislative, CMS, or DHS/DMS actions, and for existing or newly-developed DHS programs and services.
 3. DHS will work with Vendor to finalize the scope of the technical assistance to be provided by Vendor prior to Vendor undertaking this ad hoc activity.
 4. DHS will determine whether future activities fall within the scope of this RFP.
- G. Additional Programs. Vendor **shall** provide the functions set forth in this RFP for current or future programs, vendors, populations, and projects that may be added to the contract later, subject to negotiation with DHS regarding additional costs, if any.

3.3 PASSE ENTITIES SCOPE OF WORK

Year One: Immediate Activities

In response to this RFP, and in accordance with the requirements set forth herein, by CMS and federal law, Vendor **shall** propose detailed EQRO plans that accomplish the following activities, including timelines, milestones, metrics, methodologies, reporting, and costs.

Immediate Activities: The focus of the first-year evaluation shall be to review that each PASSE has the adequate policies, procedures, and processes to meet the state requirements. This would include obtaining, evaluating, and validating methodologies, process, policy, procedures, and compliance to standards. DHS will provide the vendor with the DHS requirements, regulations, or contract language that the PASSE is required to meet.

- A. Validation of each PASSE's performance improvement projects (PIP) that were underway during the preceding twelve (12) months. **(The report shall be due to DHS no later than September 1, 2020).**
1. Contractor must validate that each PIP:
 - a. Be designed to achieve significant improvement, sustained over time, in health outcomes and member satisfaction;
 - b. Include measurement of performance using objective quality indicators;

- c. Implement interventions to achieve improvement in the access to and quality of care;
 - d. Evaluate the effectiveness of the interventions based on the performance measures collected as part of the PIP; and
 - e. Include planning and initiation of activities for increasing or sustaining improvement.
2. The contractor **must** validate that each PIP addresses:
 - a. The collection and submission of performance measurement data, including any required by DHS or CMS;
 - b. Mechanisms to detect both underutilization and overutilization of services;
 - c. Mechanisms to assess the quality and appropriateness of care furnished to enrolled members with special health care needs, as defined by the state in the quality strategy;
 - d. Mechanisms to assess the quality and appropriateness of care furnished to members using Long-Term Services and Supports (LTSS), including:
 - i. An assessment of care between care settings; and
 - ii. A comparison of services and supports received with those set forth in the enrolled member's Person-Centered Service Plan (PCSP).
- B. Ongoing participation in DHS's efforts to prevent, detect, and remediate critical incidents, consistent with assuring the health and welfare of the enrolled member, that are based on the requirements for home and community-based waiver programs.
- C. Validation of performance measures calculated by the State during the preceding twelve (12) months. (The report **shall** be due to DHS no later than September 1, 2020). PASSE performance measures can be found in Exhibit II of the PASSE Provider Agreement.
- D. Validation of compliance with Managed Care standards, quality assessment, and performance improvement. Analyze data identified by the state as having potential quality or utilization concerns. **(The report shall be due to DHS no later than March 1, 2021).**
1. Data evaluation **shall** include these datasets collected and compiled by each PASSE:
 - a. Encounter data;
 - b. Quality metrics;
 - c. PIP data; and
 - d. NCCI claims coding assessment.
 2. Data-related activities to be reviewed and evaluated by the EQRO **shall** include the following without limitation, and **shall not** be limited to:
 - a. PASSE data collection process;
 - b. Encounter edits;
 - c. Data validation;
 - d. Completeness of the data submissions for encounter file submission, quality measure reporting, and the performance improvement program; and
 - e. Assessment of total cost of case management, Emergency Room utilization, and other statistically defined high cost services for evaluation, and recommendations as part of performance improvement measures.
- E. Validation of network adequacy and access to care during the preceding twelve (12) months. **(The report shall be due to DHS no later than December 1, 2021).**
1. Network adequacy may include any or all of the following applicable provider types:

- a. Primary care (adult and pediatric);
 - b. Obstetrics and gynecology;
 - c. Developmental disability providers;
 - d. Behavioral health;
 - e. Home and Community Based Services providers under PASSE;
 - f. Specialists (adult and pediatric);
 - g. Hospital;
 - h. Pharmacy;
 - i. All other provider types listed in any governing documents, including Agreements and Provider Manuals; and
 - j. Additional provider types when it promotes the objectives of the Medicaid program for the provider type to be subject to such time and distance standards.
2. Evaluation of network adequacy may include the following without limitation:
 - a. Evaluate the methods and process used by the PASSE to meet DHS time and distance standards.
 - b. Review and evaluate network contracting and PASSE process for meeting network adequacy standards.
 - c. Review of member satisfaction surveys and complaints, together with processes for handling complaints and issue resolution.
 3. Confirmation of access to care and adequate network **shall** include:
 - a. Sample/cold calls of providers listed in PASSE network, using a valid sampling methodology, to verify the percentage of providers that have available appointments within the DHS standard for new patients.
 - i. **Must** call at least ten percent (10%) of providers listed in each of the following service categories: behavioral health, developmental disabilities, primary care physicians, hospitals, and pharmacists.
 - ii. **Must** call at least ten percent (10%) of all other provider types combined.
 - b. Validation of DHS measurement processes for Network Adequacy.
 - c. Confirmation that members were able to access services listed in their PCSP (Person-Centered Service Plan).
 - i. Validate the State reviewed PCSPs.
 - ii. Conduct independent PCSP reviews on twenty percent (20%) of each PASSE's member roster.
 - iii. Use information collected from the consumer and provider surveys to determine if services were provided in accordance with PCSPs and were provided timely.
- F. Review of grievance and appeals process. **(The report shall be due to DHS no later than July 1, 2020).**
 1. Vendor **shall** conduct review of member appeal, complaint, grievance processes and management and identify any backlogs.
 - G. Analysis of the effectiveness of the PASSEs. Vendor **shall** evaluate and provide feedback to the State of why one PASSE achieves better success or outcomes in metrics such as but not limited to utilization, ER visits, care coordination, and other quality outcomes achieved. **(The report shall be due to DHS no later than March 1, 2021).**

- H. Additional activities agreed upon by Vendor and State or mandated by federal requirements (i.e., conduct consumer and provider surveys as required by DHS).

Years Two and Later: Subsequent Activities

Subject to amendment or new RFP, Vendor **shall** include in its proposal detailed EQRO plans that accomplish the following activities, including timelines, milestones, metrics, methodologies, reporting, and costs.

- A. The focus of the evaluations in Year Two and thereafter will be more granular in nature, with an emphasis on program improvement, including improvement in data collection, reporting and validation, as well as improvements in metrics that will result in more efficient and effective programs for each program's members. These activities are, without limitation:
1. Analyzing datasets (i.e., encounter, quality metrics, PIP, and abuse, waste, overpayment and fraud) and identifying trends in utilization and quality.
 2. Reviewing outcome data submitted by the PASSEs regarding completed PIP projects.
 3. Analyzing data for program activities identified by the DHS as having potential quality or utilization concerns.
 4. Reviewing utilization of certain services or buckets of services requested by the Department.
 5. Validating timely filing and payment of claims by the PASSE and PASSE providers, including review of their payment systems.
 6. Conducting independent PIPs based on Department or EQRO identified quality or utilization concerns.
 7. Reviewing and validating the PASSE process of credentialing, including a review of the timeliness of the credentialing process.
 8. Analyzing effectiveness of the PASSEs. Vendor **shall** evaluate and provide feedback to DHS of why one PASSE achieves better success or outcomes in metrics such as but not limited to utilization, ER visits, care coordination, and other quality outcomes achieved.
 9. Conducting a focused study aimed at assessing the experiences of children and youth in foster care specific to the quality of health-related service delivery.
 10. Conducting one-time studies necessary for clinical or non-clinical services.
 11. Additional activities recommended by CMS, DHS, or the Vendor.

3.4 DENTAL MANAGED CARE ENTITIES SCOPE OF WORK

Year One: Immediate Activities

In response to this RFP, and in accordance with the requirements set forth herein, as well as by CMS, DHS, state and federal law, Vendor **shall** propose detailed EQRO plans that accomplish the following activities, including timelines, milestones, metrics, methodologies, reporting, and costs.

The focus of the first-year evaluation will be an in-depth review of each Arkansas Dental Managed Care Organization (DMO) to ensure it has adequate policies, procedures, and processes to comply with state and federal requirements. The State will provide the vendor with the state and federal laws that pertain to the DMO, as well as the contract that governs the DMO's operation.

- A. Validation of each DMO's performance improvement projects (PIPs) that were underway during the preceding 12 months. **(The report shall be due to DHS no later than September 1, 2020).**
1. Contractor **must** validate that each PIP:
 - a. Be designed to achieve significant improvement, sustained over time, in health outcomes and member satisfaction.
 - b. Include measurement of performance, using objective quality indicators.

- c. Implement interventions to achieve improvement in the access to and quality of care.
 - d. Evaluate the effectiveness of the interventions based on the performance measures collected as part of the PIP.
 - e. Include planning and initiation of activities for increasing or sustaining improvement.
2. Contractor **must** validate that each PIP addresses:
 - a. The collection and submission of performance measurement data, including any required by DHS or CMS.
 - b. Mechanisms to detect both underutilization and overutilization of services.
 - c. Mechanisms to assess the quality and appropriateness of care furnished to enrolled members with special health care needs as defined by the state.
- B. Validation of performance measures calculated by the State during the preceding twelve (12) months. **(The report shall be due to DHS no later than September 1, 2020).**
- C. Validation of compliance with CMS managed care regulations and requirements, including, but not limited to, quality assessment and performance improvement.
- D. Analysis of data identified by the Department as having potential quality or utilization concerns. **(The report shall be due to DHS no later than March 1, 2021).**
1. Data evaluation **shall** include the following datasets collected and compiled by each DMO:
 - a. Encounter data
 - b. Quality metrics
 - c. Claims data
 - d. Authorization data
 - e. PIP data
 - f. NCCI claims coding assessment
 2. Data-related activities to be reviewed and evaluated by the EQRO **shall** include the following without limitation, and **shall not** be limited to:
 - a. DMO data collection process;
 - b. Encounter edits;
 - c. Data validation; and
 - d. Completeness of the data submissions for encounter file submission, quality measure reporting, and performance improvement program.
- E. Validation of network adequacy and access to care during the preceding twelve (12) months. **(The report shall be due to DHS no later than December 1, 2021).**
1. Network adequacy **shall** include any or all of the following applicable provider types:
 - a. Primary care dentists (adult and pediatric);
 - b. Specialists (adult and pediatric); and
 - c. Additional provider types when it promotes the objectives of the Medicaid program for the provider type to be subject to such time and distance standards.

2. Evaluation of network adequacy may include the following without limitation, but is not limited to:
 - a. Evaluating the methods and process used by the DMO to meet DHS time and distance standards.
 - b. Reviewing and evaluating network contracting and DMO process for meeting network adequate standards.
 - c. Reviewing member satisfaction surveys and complaints, together with processes for resolving complaints and other identified issues.
3. Evaluation of access to care and confirmation of adequate network **shall** include:
 - a. Sample/cold calls of providers listed in DMO network, using a valid sampling methodology to verify the percentage of providers that have available appointments within the DHS standard for new patients.
 - b. Validation of DHS measurement processes for Network Adequacy.
- F. Review of the grievance and appeals Process. **(The report shall be due to DHS no later than July 1, 2020).** Vendor **shall** conduct review of member complaints, appeals, and grievance processes and management and identify any backlogs.
- G. Analysis of the effectiveness of the DMOs. As part of this analysis, Vendor **shall** evaluate and provide feedback to the Department of why one DMO achieves better success or outcomes. **(The report shall be due to DHS no later than March 1, 2021).**
- H. Additional activities agreed upon by Vendor and the Department or mandated by state or federal law.

Years Two and Later: Subsequent Activities

Subject to amendment or new RFP, Vendor **shall** include in its proposal detailed EQRO plans that accomplish the following activities, including timelines, milestones, metrics, methodologies, reporting, and costs.

- A. The focus of the evaluations in Year Two and thereafter will be more granular in nature, with an emphasis on program improvement, including improvement in data collection, reporting and validation, as well as improvements in metrics, that will result in more efficient and effective programs for each program's members. These activities are, without limitation:
 1. Analyzing datasets (i.e., encounter, quality metrics, PIP, abuse, waste, overpayment and fraud) and identifying trends in utilization and quality.
 2. Reviewing outcome data submitted by the DMO regarding completed PIP projects.
 3. Analyzing data for program activities identified by the Department as having potential quality or utilization concerns.
 4. Analyzing Value Added Services (VAS) for the effect of health outcomes of members.
 5. Reviewing utilization of certain services or buckets of services requested by the Department.
 6. Validating timely filing and payment of claims by the DMO and DMO providers, including review of their payment systems.
 7. Conducting independent PIPs based on Department or EQRO identified quality or utilization concerns.
 8. Reviewing and validating the DMO's process of credentialing, including a review of the timeliness of the credentialing process.
 9. Analyzing effectiveness of the DMO. Vendor **shall** evaluate and provide feedback to the Department of why one DMO achieves better success or outcomes in metrics and other quality outcomes.
 10. Additional activities recommended by CMS, DHS, or the Vendor.

3.5 **KEY PERSONNEL AND OTHER STAFFING REQUIREMENTS**

Vendor's proposal **must** include detailed plans for compliance with this section.

A. Staffing Overview

1. With its proposal, Vendor **shall** submit to DHS an organizational chart showing all proposed staffing to perform the services specified in the RFP.
2. Vendor **shall** maintain at least the minimum number of personnel required in order to perform the scope of all work under the contract and report any revisions to staffing quotas immediately to DHS.
3. Vendor **shall** have staff available at all required meetings with DHS.
4. Vendor **shall** have the staff necessary to perform the activities proposed at the onset of the contract term.
5. Vendor's staff **shall** have the ability to travel to Arkansas when required to complete EQRO activities.

B. Staffing Plan and Staffing Plan Compliance. The Vendor **must** adhere to the following staffing plan and include details of compliance in its proposal.

1. The Vendor **shall** ensure that all persons, whether they are employees, agents, Subcontractors, Providers, or anyone acting for or on behalf of the Contractor, are legally authorized to render services under applicable federal or Arkansas law and/or regulations.
2. Debarred Individuals
 - a. The Vendor **shall not** have an employment, consulting, or any other agreement with a person that has been debarred or suspended by any federal or state agency for the provision of items or services related to the entity's contractual obligation with the State.
 - b. The Vendor **shall** have policies and procedures in place to routinely monitor its own staff positions and subcontractors for individuals debarred or excluded from participation in the contract by law.
 - c. The Vendor **shall** disclose to the Contract Monitor information required by 42 CFR §455.106 regarding the Vendor's staff and persons with an ownership/controlling interest in the Vendor that have been convicted of a criminal offense related to that person's involvement in Medicare/Medicaid or Title XIX programs.
3. Vendor **shall** submit an initial staffing plan and an updated plan to be reviewed annually.
4. Should there be any updates in the vendor's staffing plan from the staffing plan submitted in the Vendor's proposal, the updated staffing plan **must** be submitted to the Contract Monitor thirty (30) days after Contract Commencement showing the number and type of staff resources to be assigned this project.
5. The staffing plan **must**:
 - a. Include the roles, qualifications, and number of staff persons for the positions the Vendor intends to fill;
 - b. Include and identify all Subcontractors and their proposed function;
 - c. Identify any known changes throughout the term of the contract (i.e., Project Manager expected to change in year three of contract);
 - d. Confirm that all Vendor and subcontractor staff assigned to the project **shall** be located within the United States for the duration of the contract; and
 - e. Identify aggregate full-time equivalent projections and the assumptions used to generate those projections.

6. If the contract necessitates lower staffing levels, the Vendor may request the Contract Monitor to approve a modified staffing plan. The Contract Monitor **must** approve of any modified staffing plan proposed by the vendor.
 7. At all times during the contract, Vendor **shall** always maintain staffing levels at ninety percent (90%) of its proposed staffing plan set forth in its Technical Proposal Packet or its modified staffing plan as approved by the Contract Monitor.
 8. The staffing for the plan covered by this RFP **must** be capable of fulfilling the requirements of this RFP.
 9. A single individual **shall not** hold more than one (1) position unless otherwise originally specified by the Vendor in their proposal and/or approved by DHS.
 10. Training
 - a. Vendor **shall** train every staff member (including Subcontractors) performing services under any resultant contract from this RFP.
 - b. Privacy Training and Compliance
 - i. All Vendor employees, agents, and subcontractors **shall** receive training and comply with the provisions of all applicable security and privacy laws, including but not limited to:
 - a) HIPAA;
 - b) HITECH; and
 - c) PIPA (Arkansas Personal Information Protection Act), Act 1526 of 2005 (Ark. Code Ann. §4-110-101 et seq.)
 - ii. The training and compliance **must** include, at a minimum, the HIPAA Privacy Rule, the HIPAA Security Rule, compliance and enforcement, sanctions/remedies, recognizing and reporting a breach, mitigation strategies following a breach or incident, safeguarding PHI and PII in any form, including in verbal, documentary, and electronic forms, in accordance with federal guidance.
 - iii. The Vendor **shall** provide this training annually and **shall** document the training sessions. The Vendor **shall** provide annual training documentation for review by the State upon request.
 11. Vendor **shall** train its staff on relevant industry developments at an interval approved by the Contract Monitor.
 12. Vendor **shall** include enough administrative staff in its staffing plan to assist the Project Manager and other personal with performing tasks as needed.
- C. Key Personnel. Vendor **must** provide, at a minimum, the following key personnel:
1. Project Manager
 - a. Vendor **shall** provide one (1) Full-Time Equivalent (FTE) Project Manager (PM) dedicated one hundred percent (100%) to this contract. The PM **shall** have an advanced degree and at least three (3) years' experience in directing EQR projects similar in scope and size as the project described in this RFP.
 - b. The Project Manager **shall** be based in Little Rock, Arkansas, and accessible to State staff during State business hours.
 - c. This person **shall** be at the Vendor's officer level and **must** be approved by the DHS Contract Monitor, including upon replacement.
 - d. The Project Manager **shall** meet with DHS on a regular basis in Little Rock, Arkansas, during implementation and on a periodic basis thereafter. The frequency and dates of meetings **shall** be determined by DHS during contract negotiations, during implementation, and throughout the contract term as needed.
 - e. The Project Manager **shall** have experience coordinating subcontractor staff if the Vendor proposes to use subcontractors.

- f. The Project Manager **shall** be specifically responsible for coordinating the implementation and operations of all aspects of the contract, including the following deliverables without limitation:
 - i. Coordinate all EQR activities with the designated DHS EQRO contact throughout the design, development, and finalization of all technical reports and other deliverables;
 - ii. Participate in regular meetings or as often as requested by DHS either via phone, video conference, or on site at DHS. The purpose of these regular meetings is to maintain communication with the DHS-designated EQRO contact to discuss progress, barriers, and any other related issues relevant to the EQR activities;
 - iii. Designate appropriate staff to meet with DHS and program staff to provide clarification or direction in relation to EQR projects;
 - iv. Facilitate meetings to include: providing an agenda, minute taking, and creation and distribution of informational materials;
 - v. Facilitate and prepare oral presentation of EQR findings, recommendations, corrective action plans, and technical assistance to DHS and/or program staff;
 - vi. Ensure all final technical reports and other deliverables are timely, well written, accurate, and complete;
 - vii. Assist DHS in responding to any questions from CMS or other stakeholders about any final technical reports or deliverables; and
 - viii. Prepare and deliver Contractor activity reports to DHS, including any due dates, milestones, and project status.
 - a) The project status report should include, but is not limited to, overall project status, schedule, scope, resources, organizational change management (OCM), due dates/milestones, risks/issues/concerns, and brief narrative updates/comments for each area.
 - b) By symbol or colors (e.g., red, yellow and green), Vendor **shall** also indicate the current status of each area.
 - c) Initially, the reports **must** be made weekly to DHS. Vendor **shall** work with DHS to determine whether the frequency of the reports should be decreased or increased.
 2. Vendor Contract Manager. Vendor **shall** designate a qualified individual to serve as the dedicated EQRO Contract Manager (CM). The CM **must** hold a senior management position within the EQRO and be authorized to represent the EQRO in all matters pertaining to the EQRO contract with DHS.
 3. Evaluator Lead(s). Vendor **shall** describe for each Evaluator Lead:
 - a. Qualifications, including education and experience;
 - b. Scope of Work under the contract; and
 - c. Staff members under each lead.
 4. Others. Vendor **shall** designate dedicated, qualified individuals to meet the requirements of 42 CFR §438.354, including statisticians and additional positions proposed by the bidder.
- D. Performance of Key Personnel
1. Continuous Performance of Key Personnel
 - a. Unless substitution is approved by the Contract Monitor, Key Personnel **shall** be the same people as referenced in the Vendor's proposal. Vendor **must** maintain enough key personnel to ensure essential project tasks are completed without interruption or reallocation of work effort. Reassignments of key personnel on essential project tasks **must** be reviewed and approved by DHS prior to reassignment.

- b. Key Personnel **shall** perform continuously for the contract term, or such lesser duration as specified in the *Technical Proposal Packet*.

2. Substitution of Key Personnel

- a. Key Personnel **shall not** be removed by the Vendor from working under this contract without prior written approval by the Contract Monitor.
- b. The Vendor **shall** submit a substitution request at least fifteen business (15) days prior the intended date of change or as soon as the Vendor is given notice by the Key Personnel, in the event the Vendor learns of a vacancy with less than fifteen (15) days' notice.
- c. In the event of a vacancy in a Key Personnel position, the Vendor **shall** fill the position within thirty (30) days of the vacancy occurring.
- d. The Vendor **shall** demonstrate to the DHS Contract Manager's satisfaction that the proposed substitution of Key Personnel has the qualifications that **shall** be at least equal to those of the Key Personnel for whom the replacement is requested.
- e. The Vendor **shall** provide the Contract Monitor with a substitution request that **shall** include:
 - i. A detailed explanation of the reason(s) for the substitution request;
 - ii. The resume of the proposed substitute personnel signed by the substituting individual and his/her formal supervisor;
 - iii. The official resume of the current personnel for comparison purposes; and
 - iv. Evidence of any required credentials.
- f. The Contract Monitor **shall** have the right to require additional information concerning the proposed substitution.
- g. The Contract Monitor or other appropriate State personnel involved with the contract **shall** have the right to interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- h. The Contract Monitor will notify the Vendor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution.
- i. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.
- j. In the event of a change in Key Personnel, the Vendor **shall** ensure a complete transfer of information and strive for seamless transition.

E. Approval of Subcontractors

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

F. All EQRO staff and subcontractors **must** meet the following requirements:

1. Eligible for participation in the Medicaid program. However, participation in Medicaid Fee-for-Service is not required;
2. Pass a background check based on the nature and scope of the work the employee or subcontractor will perform;
3. Not be debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations or guidelines issued under federal Executive Order 12549; and
4. Not be debarred, suspended, or otherwise excluded from participation in federal health care programs under either section 1128 or section 1128A of the Act or listed on the Arkansas Medicaid Excluded Provider's List.

3.6 CONTRACT IMPLEMENTATION, AND PROGRAM PLANNING & IMPLEMENTATION

In addition to requirements set out elsewhere in this RFP, Vendor's proposal **must** include detailed plans for compliance with this section.

- A. Timeline and Milestones. As part of its bid submission, Contractor **shall** propose a detailed workplan, with appropriate milestones, for an implementation of all requirements specified in this RFP, based upon the work phases outlined per year. Contractor's proposed implementation timeline should take into account all mandatory reporting deadlines required by CMS.
- B. Activity Planning & Development
 1. The Vendor **shall** attend, in person in Little Rock, Arkansas, at least the following meetings:
 - a. A Contract Kickoff Meeting with staff from all involved DHS Divisions
 - b. Program-Specific Meetings with the involved Divisions
 - c. Introductory Meetings with the Managed Care Vendor and DHS
 - d. Legislative inquiries and hearings as requested by DHS
 - e. Additional meetings as requested by DHS, the Managed Care Vendors, or the selected EQRO
 2. At a minimum, the Project Director and Project Manager **shall** attend these meetings along with any additional staff necessary to implement the terms of the Contract, with DHS having final determination of the required attendees.
 3. Further details regarding these meetings **shall** be agreed upon by the Vendor and DHS during contract negotiations.
- C. Ongoing Program Planning
 1. Vendor **shall** attend ongoing program specific meetings with involved DHS staff.
 2. Vendor **must** provide a program update at each meeting with DHS staff, including, without limitation:
 - a. Implementation of proposed work plan;
 - b. Staffing;
 - c. Reporting Summary
 - i. Frequency and other details of contact with Managed Care organizations;
 - ii. Initial findings; and
 - d. Regular status reports on EQR activities according to the approved workplan; and
 - e. Additional reporting measures proposed by bidder.
 3. Vendors **shall** attend needed technical detail meetings with DHS and Managed Care organizations, to discuss, without limitation:
 - a. Data transfer, maintenance, and retention;

- b. User acceptance testing; and
- c. Determining training requirements.

3.7 **OFFICE LOCATION AND LOCAL PRESENCE**

Vendor's proposal **must** include detailed plans to provide sufficient physical, technological, and financial resources to conduct EQR or EQR-related activities; and other clinical and nonclinical skills necessary to carry out EQR or EQR-related activities and to oversee the work of any subcontractors. Vendor's proposal **must** adhere to the following requirements without limitation:

- A. **Hours**. Vendor's office **must** be open from 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday.
- B. **Physical Location**. Vendor **must** provide a physical location within Pulaski County, Arkansas, sufficient to house all core staff within ninety (90) calendar days of the contract start date.
- C. **Facilities, Computers, and Equipment**
 - 1. All computers, equipment, and other resources necessary to fulfill the terms of this contract **shall** be at Vendor's expense and **shall** be properly maintained to minimize any negative impact on performance of duties.
 - 2. Vendor **shall** furnish and maintain facilities and equipment to be able to accommodate communications, and well as receive, send, and store all data necessary to fulfill the terms of this contract, including HIPAA compliance.

3.8 **DATA TRANSFER, MAINTENANCE AND RETENTION**

Vendor's proposal **must** include detailed plans for compliance with this section.

- A. **Required Interfaces/Communications and Data/Information Flows**
 - 1. Vendor **shall** be able to interface/communicate with all persons, entities, and systems necessary to comply with all requirements herein.
 - 2. Vendor **shall** work with DHS, each program, and each program vendor to transfer all necessary data for review as required by each activity.
 - a. Certain interfaces and communications may require Vendor to log in to another vendor's system or receive a feed or data transfer from another vendor. Vendor and DHS **shall** work to identify any necessary interface and communication processes and the current vendor's requirements. At minimum, Vendor shall provide the capability to interface with the following Arkansas Medicaid systems without limitation:
 - 1) Medicaid Management Information System (MMIS)
 - 2) Independent Assessment system
 - 3) Utilization management vendor(s)
 - b. Vendor **shall** work expeditiously and in good faith with each current vendor in order to have all necessary interfaces and communication processes operational prior to the contract start date.
 - c. Vendor **shall** work with DHS to establish a system for communication, including delivery of reports.
- B. **Data Security and Breaches**
 - 1. All data stored in Vendor's database **shall** be secure and comply with all state and federal laws, including but not limited to HIPAA and HITECH.
 - 2. Vendor **shall** notify DHS immediately of any compliance violations or breach, incident, issue, complaint, sanction, or occurrence related to Protected Health Information (PHI), Personal Identifying Information (PII), HIPAA transactions and code sets, or similar matters as identified by Vendor or DHS.
 - 3. A data breach or privacy violation **shall** be grounds for imposition of sanctions and/or remedies, including but not limited to cause for termination of the contract.
- C. **Data Retention and Disposal**

1. Vendor **shall** comply with all applicable laws regarding retention of records, data, and information relating to this contract.
2. Documentation related to all processes set out herein **must** be maintained by Vendor in accordance with the Arkansas Records Retention Policy.
3. At the end of this contract, or upon DHS's request, Vendor **shall** work with DHS to transfer all the data contained in its database to DHS or the incumbent vendor. As part of this requirement, Vendor shall work with DHS to define the format and process for transferring all data to DHS or the incumbent vendor in a manner that ensures that data is immediately usable by DHS or the incumbent vendor.
4. After Vendor has complied with any data transfers requested by DHS, Vendor **shall** comply with HIPAA requirements regarding data destruction.
5. Vendor **shall** complete, file, retain, and make available upon request all program records in a secure, HIPAA-compliant manner.

D. Business Continuity and Recovery Plan

1. Vendor **shall** develop a Business Continuity and Recovery Plan to deal with unexpected events that may affect its ability to perform any or all functions under this contract.
2. Vendor **shall** perform, at a minimum, a complete back-up of all internal data at least every three (3) business days, and data **must** be able to be recovered within three (3) business days.

3.9 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance Based Contracting* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of Vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages or termination of the contract.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend, respond to, or cure to as determined by the State, the insufficiency. The State may waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services or it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

SECTION 4 – CRITERIA FOR SELECTION

- Do not provide responses to items in this section.

4.1 TECHNICAL PROPOSAL SCORE

- A. OP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal’s acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

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

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Minimum Vendor Qualifications	5	25%	175
E.2 Professional Knowledge and Vendor Independence	10	25%	175
E.3 Overview: Scope of Work	60	50%	350
Total Technical Score	75	100%	700

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

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

$(A/B) * C = D$

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

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

4.2 ORAL PRESENTATION SCORE

- A. The Prospective Contractors with the top two Technical proposal scores after the completion of the technical proposal evaluation may be contacted to schedule an oral presentation. This is optional upon decision by DMS.
- B. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Oral Presentation" score sheets.
- C. After each demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the demonstration and revise their individual scores on the Post-Oral Presentation Consensus Score Sheet based on the information in the demonstration.
- D. The final individual scores of the evaluators on the Post-Oral Presentation Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

4.3 COST SCORE

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

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

- A = Lowest Total Cost
- B = Second (third, fourth, etc.) Lowest Total Cost
- C = Maximum Points for Lowest Total Cost
- D = Total Cost Points Received

4.4 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. (See *Award Process*.)

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

4.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

SECTION 5 – GENERAL CONTRACTUAL REQUIREMENTS

Do not provide responses to items in this section unless expressly required.

5.1 PAYMENT AND INVOICE PROVISIONS

A. All invoices **shall** be forwarded to:

***Department of Human Services
ATTN: Accounts Payable
P. O. Box 1437, Slot W406
Little Rock, AR 72203-1437***

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

5.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.
- B. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- C. The State **shall not** continue a contract once any equipment has been repossessed.
- D. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. The State **shall not** enter a contract which grants to another party any remedies other than the following:
1. The right to possession.
 2. The right to accrued payments.
 3. The right to expenses of de-installation.
 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- G. The laws of the State of Arkansas **shall** govern this contract.
- H. A contract **shall not** be effective prior to award being made by a State Procurement Official.

- I. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
 1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 2. The contract has required the State to carry insurance for such risk.

5.3 **CONDITIONS OF CONTRACT**

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

5.4 **STATEMENT OF LIABILITY**

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

5.5 **PERFORMANCE BONDING**

The Contractor shall be required to obtain performance bonds to protect the State's interest as follows:

1. The amount of the performance bonds shall be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. Such performance bond must be provided to the Arkansas Department of Human Services Chief Procurement Officer prior to signing the contract.
2. The State shall require additional performance bond protection when a contract price is increased or modified.
3. The additional performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.

4. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice.
5. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.

5.6 **RECORD RETENTION**

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

5.7 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OP has the right to approve or deny the request.

5.8 **CONFIDENTIALITY**

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

5.9 **CONTRACT INTERPRETATION**

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

5.10 **CANCELLATION**

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

5.11 **SEVERABILITY**

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

SECTION 6 – STANDARD TERMS AND CONDITIONS

Do not provide responses to items in this section.

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
25. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

27. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.