



STATE OF ARKANSAS
 Department of Human Services
 Office of Procurement
 700 Main Street
 Little Rock, Arkansas 72201

INVITATION FOR BID
 BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	710-22-0050	Solicitation Issued:	6/23/2022
Description:	Comprehensive Residential Treatment/Sexual Rehabilitative Program Services		
Agency:	Division of Children and Family Services		
SUBMISSION DEADLINE			
Proposal Submission Date and Time	June 29, 2022, 1:00 pm CST	Proposal Opening Date and Time:	June 29, 2022, 2:00 pm CST
<p>Proposals shall not be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendor 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 vendor 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. Prospective Contractors assume all risk for timely, properly submitted deliveries.		
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. <input type="checkbox"/> Solicitation number <input type="checkbox"/> Date and time of proposal opening <input type="checkbox"/> Vendor's name and return address		
OFFICE OF PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Margurite Al-Uqdah	Buyer's Direct Phone Number:	501-682-8743
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	OSP's Main Number:	501-683-4162
DHS Website:	https://humanservices.arkansas.gov/do-business-with-dhs		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

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

1.1 INTRODUCTION

The Arkansas Department of Human Services (DHS) issues this Invitation for Bid (IFB) on behalf of the Division of Children and Family Services (DCFS) to obtain qualified vendors to provide Comprehensive Residential Treatment and Sexual Rehabilitative Services for youth under the age of twenty-one (21) throughout the State of Arkansas.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

- A. The term contract will be awarded to multiple vendors.
- B. Any resultant contract(s) of this *Bid Solicitation* **shall** be subject to the State approval processes which may include Legislative review.
- C. The term of the contract(s) **shall** be for one (1) year. The anticipated starting date for the contract is July 1, 2022. Upon agreement by the vendor and agency the contract may be renewed by the Office of Procurement (OP) on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof not to exceed a total aggregate contract term of seven (7) years.

1.4 ISSUING AGENCY

The Office of Procurement (OP), as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this Bid Solicitation should be made through the State's buyer as shown on page one (1) of this document. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.5 BID OPENING LOCATION

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

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

Vendors 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 the vendor, for more detailed directions to the bid opening location.

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

1.6 ACCEPTANCE OF REQUIREMENTS

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that the Contractor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's bid or in subsequent correspondence, **shall** cause the vendor's bid to be disqualified.

1.7 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. "Prospective Contractor", "Contractor", "bidder", "vendor" and "respondent" are used synonymously in this document.
- C. The terms "buyer" and "Issuing Officer" are used synonymously in this document.
- D. The terms "Invitation for Bid", "IFB", and "Bid Solicitation" are used synonymously in this document.
- E. The term "PASSE" is a Risk Based Provider Organization in Arkansas that is enrolled as a Medicaid Provider and serves Medicaid beneficiaries with complex behavioral health, developmental, and/or intellectual disabilities.

1.8 RESPONSE DOCUMENTS

- A. *Bid Response Packet*
 1. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Bid Signature Page*.
 2. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's bid to be disqualified:
 - Additional terms or conditions submitted intentionally or inadvertently.
 - Any exception that conflicts with a Requirement of this *Bid Solicitation*.
 3. The following items **shall** be submitted with the *Bid Response Packet in a sealed envelope*:
 - a. EO 98-04 Disclosure Form (Attachment A).
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)
 - d. Documentation that vendor meets the minimum qualifications outlined in this IFB. (See *Minimum Qualifications*.)
 4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the response packet, excluding the Official Bid Price Sheet, preferably on a flash drive and one (1) hard copy. All electronic files should be a single document in PDF format.**
- B. *Official Bid Price Sheet*. (See *Pricing*.)
 1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
 2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive, in a single PDF file.
 3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, must be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." Vendor must not include any pricing in the hard copies or electronic copies of the *Bid Response Packet*.

1.9 AGREEMENT AND COMPLIANCE PAGES

- A. Vendor **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 *Bid Response Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all requirements within the designated section.

1.10 SUBCONTRACTORS

Subcontractors will not be allowed for services provided under this solicitation.

1.11 PRICING

- A. Vendor(s) **must** include all pricing on the Official Bid Price Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided in the Bid Response Packet.
- B. A justification of prices quoted should be attached to the *Official Bid Price Sheet*.
- C. To allow time to evaluate bids, prices **must** be valid for one hundred twenty (120) days following the bid opening.
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. All bid pricing **must** be in United States dollars and cents.
- F. The Official Bid Price Sheet may be reproduced as needed.
- G. The *Official Bid Price Sheet* and accompanying price justification **must** be separately sealed from the *Bid Response Packet*.

1.12 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint bid submitted by two (2) or more vendors is acceptable. However, a single vendor **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.

1.13 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the vendor 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 bid 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.

1.14 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 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.
- 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 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 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.

1.15 CAUTION TO VENDOR

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the OP buyer.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **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. Bids **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. Vendor **must** provide clarification of any information in their response documents as requested by OP.
- H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- J. Vendors may submit multiple bids.

1.16 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. 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.
- C. The vendor **shall** be responsible for checking the following websites for any and all addenda up to bid opening.
<https://humanservices.arkansas.gov/do-business-with-dhs>
<https://www.arkansas.gov/dfa/procurement/bids/index.php>

1.17 AWARD PROCESS

- A. Vendor Selection
 1. Award will be made to lowest responsible, responsive bidder based on lowest rate per service category. Bidders must meet minimum qualifications. Bids must meet or exceed all defined

specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

2. Awarded vendors will be ranked by the lowest priced vendor for each service category for clients requiring comprehensive residential treatment and/or sexual rehabilitative services. The lowest vendor for each category shall be listed as the first contact. DHS may contact vendors in ascending order from lowest price to highest price based on availability.
3. Contract award, extension, or renewal is contingent upon approval by DHS officials, subsequent approval by the OP, review by the Legislative Council and the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both DHS and the Contractor.
4. If Option B is selected to bid Medicaid rates, rates will be compared to the most recently published Medicaid rates.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the lowest responsive bidder. 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 lowest responsive bidder. The negotiation process may be repeated until the lowest responsive vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractors has been determined, the anticipated award will be posted to the following websites:
<https://humanservices.arkansas.gov/do-business-with-dhs>
<https://www.arkansas.gov/dfa/procurement/bids/index.php>
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period.
3. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
2. An Office of Procurement Official will be responsible for award and administration of any resulting contract.
3. DHS reserves the right to award multiple contracts.

1.18 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.19 EQUAL OPPORTUNITY POLICY

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

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Contractor(s) **must** have a current certification on file with OP 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. OP 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.

1.21 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.

1.22 PAST PERFORMANCE

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

1.23 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.
 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.

1.24 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Contractor's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.25 MASTERCARD ACCEPTANCE

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

1.26 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 bid to be disqualified.

1.27 RESERVATION

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

1.28 SCHEDULE OF EVENTS

ACTIVITY	DATE
Public Notice of IFB	June 23, 2022
Proposal Due Date and Time	June 29, 2022, 1:00 pm CST
Opening Proposal Date and Time	June 29, 2022, 2:00 pm CST
Intent to Award Announcement Posted, On or About	July 8, 2022
Contract Start Date (Subject to State Approval)	September 1, 2022

1.29 STATE HOLIDAYS

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

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

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

SECTION 2 – SPECIFICATIONS

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

2.1 INTRODUCTION

The Division of Children and Family Services (DCFS) seeks qualified vendors to provide Comprehensive Residential Treatment and Sexual Rehabilitative Services for youth under the age of twenty-one (21) throughout the State of Arkansas. Both acute and subacute levels of care are needed.

For purposes of this solicitation, the term “Acute” refers to the level of care provided for short term stabilization of severe psychiatric symptoms in a hospital setting. The term “Sub-Acute” refers to the level of care for a patient who does not require hospital acute care but who requires more intensive skilled nursing care, therapy, and physician services than what is provided to most patients in a skilled nursing facility.

For purposes of this solicitation, the term “Sexual Rehabilitation Services” refers to medical Sexual Rehabilitative Program services to clients in the custody of the Department of Human Services (DHS) who have been assessed and determined to require intensive psychiatric services for the Sexual Rehabilitative Program.

2.2 BACKGROUND

Treatment facilities provide a safe, effective, evidence-based care for youth who require a variety of evidence-based individualized therapy. Treatment will provide the opportunity to address behavioral, emotional, and mental health needs under the direction of licensed professionals to improve the resident’s condition or prevent further regression so that the services will no longer be needed.

2.3 MINIMUM QUALIFICATIONS

If the respondent currently provides Acute or Subacute Residential Treatment services for Arkansas DHS, the respondent may check the box (Refer to the Technical Response Packet) in lieu of submitting each item detailed in A-G. If the respondent does not currently provide these services for the state, the respondent **must** check the appropriate box (Refer to the Technical Response Packet) and **shall** submit the items detailed in A-G:

- A. Contractors providing acute care **must** be licensed by the Arkansas Department of Health (ADH). For verification purposes, prospective contractor **must** submit copy of licensure, with bid submission, for all personnel providing acute care.
- B. Contractors providing sub-acute care **must** be licensed by the Arkansas Department of Health (ADH) or by the Division of Child Care and Early Childhood Education (DCCECE). For verification purposes, prospective contractor **must** submit copy of licensure, with bid submission, for all personnel providing sub-acute care.
- C. Contractors providing sexual rehabilitation services **must** be licensed under Arkansas law for the independent practice of social work or counseling to provide all diagnosis, evaluation, and therapy. Personnel providing direct client service **shall** have a current Arkansas license and degree in one or more of the following: psychology, psychological examiner, licensed associate counselor under appropriate supervision, licensed professional counselor, licensed master social worker under appropriate supervision, licensed certified social worker, licensed psychologist, or psychiatrist. For verification purposes, prospective contractor **must** submit copy of licensure, with bid submission, for all personnel providing sexual rehabilitation services.
- D. All facilities **must** be certified by Joint Commission on Accreditation of Healthcare Organization (JCAHO), or Commission on Accreditation of Rehabilitation Facilities (CARF), now known as Rehabilitation Accreditation Commission, or the Council on Accreditation (COA). For verification purposes, Prospective Contractor **must** submit copy of certification.
- E. Contractors **must** be currently enrolled as a Medicaid Provider. For verification purposes, Prospective Contractor **must** submit current Medicaid Provider ID number in the Technical Response Packet.
- F. The Contractor **shall** be registered to do business in the State of Arkansas. For verification purposes, Contractor **must** submit official documentation of their active registration from the Arkansas Secretary of State’s Office.

- G. The Contractor **shall** maintain a copy of the current Arkansas license/certification of staff who are required by state laws, rules, or regulations to be licensed. These licenses **shall** remain current throughout the duration of the contract.

2.4 SCOPE OF WORK

2.4.1 Personnel

The agency **shall** have the following personnel:

1. A physician currently licensed by the Arkansas State Medical Board who has experience in the practice of psychiatry.
2. A Director of Nursing/Nurse Manager currently licensed in Arkansas as a Registered Nurse.
3. A Clinical Director who has at least a master's degree in a human services field and is currently licensed in Arkansas as a mental health professional (as recognized by Arkansas Medicaid).
4. One or more therapists having at least a master's degree in a human services field and is currently licensed as mental health professionals as recognized by Arkansas Medicaid.

2.4.2 Licensing Standards

- A. Contractors providing subacute care and sexual rehabilitation services that are residential facilities **shall** provide medically and psychologically necessary residential treatment in accordance with the most updated Minimum Licensing Standards for Child Welfare Agencies issued by the Division of Child Care and Early Childhood Education (DCCECE), incorporated herein by reference https://humanservices.arkansas.gov/wp-content/uploads/DCCECE_Minimum-Licensing-Standards-for-Child-Welfare-Agencies-Residential_01012020.pdf.
- B. Contractors that are acute care hospitals **shall** provide medically and psychologically necessary residential treatment in accordance with the most updated Regulations and Interpretive Guidelines for Hospitals (Refer to Attachment H – State Operations Manual) issued by the Centers for Medicare and Medicaid Services (CMS) incorporated herein by reference and **must** be licensed by the Arkansas Department of Health (see link below). https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/downloads/som107ap_a_hospitals.pdf

2.4.3 Treatment Facilities

- A. Psychiatric Residential Treatment Facility (PRTF)
A PRTF is a separate, standalone entity providing a range of comprehensive services to treat the psychiatric condition of residents under the age of twenty-one (21), on an inpatient basis under the direction of a physician. A PRTF is to provide a less medically intensive program of treatment than a psychiatric hospital or a psychiatric unit of a general hospital.
- B. Subacute Care/Sexual Rehabilitation Services Facility
A healthcare facility that is a step down from an acute care hospital and a step up from a conventional skilled nursing facility intensity of services. whose immediate treatment needs require a structured 24-hour residential or hospital setting that provides all required services (including schooling) on site. Services provided include, but are not limited to, multi-disciplinary evaluation, medication management, individual, family and group therapy, parent guidance, substance abuse education/counseling (when indicated) and other support services including on site education, designed to assist the young person to achieve success in a less restrictive setting. This level of care primarily serves as a step down from acute psychiatric inpatient care. On occasion, it may be appropriate for children to be admitted directly from the community.
- C. Acute Care Hospitals
A hospital or a portion thereof that provides medically and psychologically necessary residential treatment for severe psychiatric symptoms.

2.4.4 Comprehensive Residential Treatment (CRT) General Requirements

The following requirements are applicable to all levels of care:

- A. All services **must** be provided in accordance with Medicaid standards.
- B. The Contractor **shall** perform an assessment of all DCFS clients admitted and maintain documentation of the assessment on file.
- C. The Contractor **shall** administer tests, acceptable to DCFS, to determine each client's specific needs.

D. Testing may be standardized or developed by the Contractor, provided that the latter **shall** conform to generally accepted medical/psychiatric standards.

2.4.5 Sub-Acute Care

A. The Contractor **shall** develop and implement a treatment plan for all DCFS clients.

B. The Contractor **shall** provide services in accordance with each client's treatment plan.

C. The contractor **shall** initiate, sustain, and document involvement with the client's family including parent/guardians whose parental rights have been reinstated. However, this is not required when the court has relieved the client's parents/guardians of any responsibility or authority for the client or the contractor has documented unsuccessful efforts to contact the family.

D. The treatment plan **shall** be submitted to the DCFS placing county office within 30 days of admission.

E. The Contractor **shall** notify and give a copy of the discharge plan to the DCFS Family Service Worker fourteen (14) calendar days in advance of the client's discharge.

F. Requirements in IFB Section 2.4.6 (F – W) apply to both acute and sub-acute care.

2.4.6 Acute Care

A. The Contractor **shall** provide all psychological and medical need assessments according to the Arkansas Department of Health rules and regulations for hospitals contained in Attachment H, incorporated herein by reference.

B. The Contractor **shall** develop and implement a treatment plan in conformity with the Minimum Licensing Standards for Child Welfare Agencies, Section 400.

C. The Contractor **shall** maintain written progress reports for each client accepted for placement, and all transfers or discharges.

D. Every ninety (90) days, the Contractor **must** review and update the individualized plans of care for each client.

E. A DCFS client shall not be discharged without DCFS written approval. The Contractor **must** submit a written request, discharge plan, and aftercare referrals to DCFS prior to each client's discharge from the program.

1. The written request is emailed to Rachel Tiffée at the Behavioral Health unit:
Rachel.Tiffée@dhs.arkansas.gov

2. If a child is a danger to self or others and appropriate placement is available for such child, the department may waive the requirement for a planned discharge and allow an emergency discharge.
- i. Documentation shall be provided to DCFS stating the specific behavior supporting the conclusion that the child is a danger to self or others.
 - ii. Contractor must report in writing all internal interventions rendered with no success.
 - iii. A waiver request must be made to DCFS- Behavioral Health Unit and approval received in writing prior to the emergency discharge. If MHU staff is not available, the Assistant Director of Mental Health Unit is to be contacted at 501-352-7006. After hours, on holidays or weekends, calls will not be received and should be made as soon as possible on the next working day.

F. The Contractor **shall** maintain contact with the assigned DCFS Family Service Worker for one hundred percent (100%) of the youth referred.

G. Upon request, the Contractor **must** provide information and court testimony to DCFS.

H. Upon request from the DCFS Family Service Worker, the Contractor **must** furnish information and arrange visits with the youth while in the program.

I. Contractor **shall** be responsible for ensuring the child's service needs, including medical needs are met. Contractor **shall**, in conjunction with DCFS, seek, facilitate, cooperate, certify, and promote the use of Medicaid

and/or PASSE funds for whatever services are applicable by getting a Certificate of Need (CON) whenever a client is eligible based on the CON criteria.

- J. The Contractor **shall** ensure that the client's service needs including routine medical needs are met daily covering immediate and preventative care (appointment and transportation).
- K. The Contractor **shall** ensure that any needed psychotropic medications are administered and monitored by personnel licensed by state of Arkansas to administer psychotropic medicine.
- L. The Contractor **shall** maintain records for one hundred percent (100%) of DCFS clients. Records for DCFS clients **must** document that the needed medical treatment or other care was provided and **must** include all presenting problems, medical symptoms, physician identification, diagnosis, prognosis, treatment protocols, listing of all funding sources, and proof of compliance with physician orders. Certification of medical services **must** be submitted to DCFS with the monthly billing.
- M. The Contractor **shall** cooperate with DCFS to, seek, facilitate, and document that Medicaid and/or PASSE funds for all eligible services were sought for all DCFS clients who were Medicaid eligible.
- N. Contractor **shall** be responsible for meeting the relevant education requirements for residential treatment centers or acute care hospitals relevant to Contractor's facility type. The Contractor **shall** initiate, supervise, and document individual education plan and shall ensure that educational services are provided in compliance with Arkansas and federal law including Department of Education (DOE) rules and regulations.
- O. The Contractor **shall** maintain client educational records.
- P. The Contractor **shall** allow DCFS and the Arkansas Department of Education access to all client records pertaining to education.
- Q. The Contractor's educational records will be reviewed by DCFS no less than annually.
- R. Contractor **shall** provide a secure environment which protects the public, the staff, and residents.
 - 1. The Contractor **shall** maintain sufficient staff on duty to provide a safe and secure facility.
 - 2. The Contractor **shall** provide 24-hour awake supervision (staff is not asleep during the time he/she is responsible for supervision of juveniles) of DCFS youth referred to the facility.
- S. The Contractor **shall** adhere to the Department of Human Services Incident Reporting Policy No. 1090 incorporated herein by reference (See Attachment I). In the event of a runaway, the Contractor **shall** strictly follow DHS Incident Reporting Policy no.1090 in one hundred percent (100%) of the cases.
<http://hs.ar.gov/images/uploads/policies/DHS%20Policy%201090.pdf>
 - 1. The Contractor **shall** notify law enforcement in the youth's home county or local county where the youth is believed to be and the youth's parents or guardians.
 - 2. For all other incidents, the Contractor **shall** complete Incident Report and fax (501-682-8991) to DCFS within twenty-four (24) hours of the incident and follow-up with hard copy.
 - a) Any incident involving death, life-threatening injury, runaway, or an incident which may be reported in the media, **shall** be immediately reported within ten (10) minutes to DCFS by phone during regular business hours, Monday through Friday and after hours and holidays to DCFS identified 24-hour phone line (1-800-482-5964) and a written report **must** be submitted by fax on the same day and followed by a hard copy.
 - b) The Contractor and its agents **shall** pursue all legal remedies, including filing criminal charges in a court of competent jurisdiction, against a client who has committed any delinquent act unless the Contractor, or its agents can demonstrate that such action would be therapeutically counter indicated.

- T. Contractor **shall** notify the Child Abuse and Neglect Hotline (1-800-482-5964) and DCFS of any suspected abuse or neglect, as required by state law and DHS policy of a youth residing in the facility.
1. The Contractor **shall** notify the Child Abuse and Neglect Hotline (1-800-482-5964) of one hundred percent (100%) of the cases of suspected abuse or neglect, as required by state law and DHS policy. The Contractor **shall** notify DCFS by the next business day of all reports of suspected abuse or neglect involving youth in the custody of DHS.
 2. The Contractor **shall** immediately, within fifteen (15) minutes, notify the Child Abuse and Neglect Hotline of all cases (100%) of suspected child abuse or neglect.
 3. The Contractor **shall** notify DCFS of all reports (100%) of suspected cases of abuse or neglect involving youth in the custody of DHS.
- U. The Contractor shall provide for discharge of youth from the program. The Contractor shall produce a letter of recommendation for the mental health treatment team to review. Discharge summaries may be provided at the date and time of discharge to the DCFS family service work.
- V. The Contractor **shall** furnish a copy of the following reports within the timeframes specified by DCFS:
1. Annual Reports
A report detailing an independent fiscal audit, certified by a Certified Public Accountant in accordance with generally accepted accounting principles, of the program shall be submitted to the Fiscal Audit Section of the Office of Chief Counsel, Department of Human Services, within 120 days at the end of the contract period.
 2. Monthly Reports
The Contractor **shall**, by the 10th working day of the month, for the preceding month, furnish to the MHU a monthly report containing the following:
 - a) List of youth referred by the Department of Human Services currently being served on contract, date of placement, reason for contract placement, and efforts towards discharge.
 - b) List of youth referred for placement into the services purchased by DCFS and/or Medicaid, by source of referral noting youth accepted for placement and those not accepted with the reason why.
 - c) Name of youth discharged from the program, including the dates of admission and discharge.
 - d) For youth discharged from the program:
 - 1) Date that DCFS received notice of discharge and copy of discharge summary
 - 2) Placement where the youth was discharged to (e.g. home, another residential treatment facility, DCFS facility); and
 - e) Other information as requested by DCFS related to clinical and programmatic issues.
- W. In rare circumstances, a client may need one-to-one treatment. Contractor shall submit a written request to DCFS for authorization prior to providing services along with a copy of physician orders. DCFS reserves the right to deny or approve requests for one-to-one treatment. If one-to-one treatment is provided, the Contractor shall not bill more than the hourly rate of non-licensed direct care staff for one-to-one treatment.
- 2.4.7 Placement Procedures
- A. DCFS receives a clinical recommendation from a mental health therapist. Based on this recommendation placement with an Acute or Subacute treatment service is determined.
 - B. If subacute treatment is recommended, DCFS staff will determine which facilities will accept the client based on Age and Gender.

1. DCFS will contact appropriate Provider Facilities in closest proximity to the client's location. If the facility or facilities closest to the client are unable to place that client, DCFS will attempt to place the client in the location least distant from the client's current location.
2. DCFS intends to place clients with the least overall expense to the State. If multiple facilities equally distant from the client's current location can place that client, DCFS will select the facility with the lowest daily rate for that placement. However, in such a circumstance, where the cost of transporting a client may increase the State's total expense for placement, the DCFS may choose to select the facility which has the lesser total expense to the State.

NOTE: If a client is already located in an appropriate provider facility with a higher daily rate than another appropriate, proximate facility at the time recommendation, DCFS may choose to prioritize placement in the current facility.

2.5 SEXUAL REHABILITATION

2.5.1 Diagnosis

Contractor **shall** develop and implement an individualized case plan within thirty (30) days of client's acceptance into the program. The individualized case plan **shall** be submitted to the responsible DCFS county office within thirty (30) days after admission to the program.

2.5.2 Evaluation

- A. Contractor **shall** perform a psychosexual assessment of each client referred within ten (10) business days after receipt of the referral and maintain a copy of the referral packet and assessment report.
- B. Testing may be standardized or developed by the contractor provided the latter **shall** conform to general accepted medical/psychiatric standards as stated in the American Psychological Association Standards and be acceptable to DCFS.
- C. The contractor **shall** maintain accurate and complete copies of all assessments performed on site. The completed assessment report **shall** provide a recommendation(s) for treatment, assessment of risk for sexual re-offense, assessment of risk for non-sexual offending, prognosis, and mental health diagnosis. The completed written assessment report **must** be faxed or mailed to the responsible DCFS caseworker within five (5) days after completion of the assessment interview with the client. The Contractor **shall** be responsible for confirming the DCFS caseworker's receipt of the written assessment.

2.5.3 Therapy

- A. Contractor **shall** provide out-patient therapy services solely to children and youth who have been prior authorized by DCFS. One hundred percent of referrals **shall** have written authorization from the Manager of the Mental Health Unit or designee. The contractor **shall** submit a certification of services and a list of DCFS clients being served to the MHU of DCFS with monthly billing by the 10th day of the following month.
- B. Contractor **shall** provide services in accordance with each client's identified areas of need based on the psychosexual report including but not limited to:
 - Acknowledgement of Offense
 - Cognitive distortions
 - Cycle of Abuse
 - Human Sexuality
 - Sexual arousal patterns
 - Victim Empathy
 - Social Skills Development
- C. Contractor **shall** initiate, sustain, and document involvement with the client's family, except when a court of competent jurisdiction has relieved the client's parents/guardian of any responsibility or authority for the client.
- D. Contractor **shall** maintain progress reports for each client accepted for therapy. Monthly progress reports **must** be sent to the responsible DCFS county office by the 10th day of the following month.
- E. Contractor **shall** review and update the individualized case plan every ninety (90) days. The contractor **shall** include the responsible DCFS caseworker and client's family in the review and update of the individualized case

plan. The updated case plan **must** be signed and dated by the parent, DCFS caseworker, and child, if age 10 or above.

- F. Contractor **shall** maintain adequate contact with the referring DCFS County Office for all referred clients. The contractor **shall** provide information on request, including any requested affidavits, to the assigned DCFS caseworker. Contractor **shall** provide courtroom testimony as requested by DCFS.
- G. Contractor, in coordination with DCFS, **shall** seek, facilitate, cooperate, certify, and promote the use of Medicaid and private insurance funds for whatever services are applicable. The contractor and DCFS **shall** jointly seek, facilitate, and document that Medicaid and/or private insurance funds were used for any and all eligible services, and that Medicaid was sought for all clients that are Medicaid eligible. All sources of funding including Medicaid **shall** be identified and submitted with the billing.
- H. The contractor **shall** notify the Child Abuse and Neglect Hotline (1-800-482-5964) of the cases of suspected abuse or neglect, in accordance with state law. The contractor **shall** notify DCFS by the next business day of all reports of suspected abuse or neglect involving youth referred by or in the custody of DHS. The contractor **shall** always comply with A.C.A. 12-12-507 in the reporting of suspected abuse or neglect. The contractor shall notify DCFS of all reports (100%) of suspected cases of abuse or neglect involving youth referred by or in the custody of DHS.
- I. Contractor **shall** notify and provide a written discharge summary report, to the assigned DCFS Family Service Worker thirty (30) days prior to the anticipated discharge date. Upon discharge from the program, an exit conference will be held which involves participation from outside resources, as the contractor deems appropriate, to determine the overall effectiveness of the individualized case plans. This conference, at a minimum, **must** include the DCFS Family Service Worker and the client's parent(s) or guardian. The contractor **must** adequately document the exit conference and ensure involvement of the required parties.

2.5.4 Reporting

The Contractor **shall** submit the following reports:

A. Annual Reports

An annual report detailing an independent fiscal audit, certified by a Certified Public Accountant in accordance with generally accepted accounting principles, of the program **must** be submitted to the Fiscal Audit Section of the Office of Chief Counsel, Department of Human Services, 120 days after contract end date. A written summary that includes measurable results of the performance indicators **must** be provided to the division no later than thirty (30) days after the contract end date.

B. Monthly Reports

Contractor **shall** by the 10th working day of the month, for the preceding month, provide to DCFS Mental Health Unit, a monthly report containing the following:

1. List of youth referred for placement and outpatient SR therapeutic services by DCFS and/or Medicaid/private insurance by source of the referral.
2. Name of each youth discharged from the program, including the dates of admission and discharge.
3. For clients discharged from the program:
 - a) Date the DCFS County office was sent notice of discharge and copy of discharge summary.
 - b) Placement to which the client was discharged (e.g., home, residential treatment facility or DYS facility).

2.6 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards the Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance

standards will be made in good faith following acceptable industry standards and may include the input of the Contractor to establish standards that are reasonably achievable.

- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State may waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services or if it is in the best interest of the State to do so. In these instances, the State shall have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, Contractor **shall** follow the direction of the agency regarding the required compensation process.

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not** provide responses to items in this section.

3.1 PAYMENT AND INVOICE PROVISIONS

- A. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- B. The State shall not be invoiced in advance of delivery and acceptance of any goods or services.
- C. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- D. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- E. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.
- F. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.
- G. The Contractor **shall** submit monthly reports documenting their cooperation and due diligence exercised in qualifying DCFS clients for Medicaid including Certificates of Needs (CON's).
- H. BILLING/REIMBURSEMENT: Monthly billing **must** be submitted to Mental Health Unit (MHU) by the 10th day of the following month. Attached to the billing will be a monthly summary of clients served by each program and certification of compliance along with performance indicators submitted to (MHU)
- I. The monthly summary **must** identify the client by name, social security number, and Medicaid number. The billing will clearly identify the number of units for each client served by the specific program (e.g., residential treatment). DCFS will not be responsible for billing received outside this timeframe but, will consider each case on an individual basis.
- J. Invoices **must** be developed on-line through the PROVIDER INVOICE ENTRY (PIE) at [PROVIDER INVOICE ENTRY \(PIE\)](#). Only signed original invoices will be accepted. Upon request, Contractor **shall** provide a copy of the PASSE denial for treatment and include date of request for services.
- K. Contractor **shall** use Foster Care Board payments (Clothing and Personal Needs) received for each client exclusively for that client's needs. The amounts are stated below and in the DCFS Family Services Policy and Procedure Manual, Policy (VII-L) Financial Support to Foster Parents. Contractor agrees to follow the procedures stated in the Family Foster Parent Handbook, Pub-030, pages 25-26 addressing use of the board payment (Residential Treatment Centers only). Contractor **must** maintain written documentation of the date and amount of payment of the foster care board payment (clothing and personal needs) received. Foster Care Board Payments **shall** be made to the Contractor for each client in the following amounts without limitation or as provided in the most recent DCFS Family Services Policy and Procedure Manual, Policy (VII-L) Financial Support to Foster Parents:

Age	Clothing	Personal Needs
Birth through 5 years	\$45.00	\$15.00
6 through 11 years	\$50.00	\$25.00
12 through 14 years	\$60.00	\$30.00
15 through 17 years	\$70.00	\$35.00

- L. With monthly invoice, Contractor **shall** submit a monthly certificate of compliance with performance indicators using the document provided by DCFS.
- M. With monthly invoice, Contractor **shall** maintain written monthly documentation detailing use of the personal needs and clothing amount for each foster client.

- N. Contractor **shall** be responsible for the return to DHS/DCFS any funds received for a client discharged from the program if the funds are received after discharge.
- O. In the event that Medicaid rates are applied, contractor **must** invoice the Arkansas Medicaid rates based on the date of service according to the current fee schedule at <https://humanservices.arkansas.gov/divisions-shared-services/medical-services/helpful-information-for-providers/fee-schedules/>
- P. Contractor **must** submit all requests for reimbursements to the DCFS Mental Health Unit for approval. Monthly billing **must** be submitted to MHU by the 10th day of the following month. Attached to the billing will be a monthly summary of clients served by each program and certification of compliance. The monthly summary **must** identify the client by name, social security number, and Medicaid number. The billing **must** clearly identify the number of units for each client served by the specific program (e.g. Residential treatment). DCFS will not be responsible for billing received after the 10th of the following month but will consider each case on an individual basis. The contractor **shall** submit the contractor's certificate of compliance with performance indicators. Invoices **must** be developed on-line through the Provider Invoice Entry (PIE) at [PROVIDER INVOICE ENTRY \(PIE\)](#) Only signed original invoices will be accepted.

3.2 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 30-day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. 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 deinstallation.
 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.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. 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.
 2. The contract has required the State to carry insurance for such risk.

3.3 CONDITIONS OF CONTRACT

- A. The vendor **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 vendor 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 vendor.
- 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.

ALL VENDOR STAFF MAY BE MANDATED REPORTERS UNDER STATE AND FEDERAL MANDATES

3.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-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 vendor **shall** 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 vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or five million dollars (\$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 vendor; 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 vendor 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 vendor; 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 vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

3.6 RECORD RETENTION

- A. The vendor **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.

3.7 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The vendor **must** provide to the Office of Procurement (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 **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OP **shall** have the right to approve or deny the request.

3.8 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor'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 while 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.

3.9 CONTRACT INTERPRETATION

Should the State and vendor 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.

3.10 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of the Arkansas Department of Human Services. 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.

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

SECTION 4 – 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.