STATE OF ARKANSAS

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

REQUEST FOR PROPOSAL

RFP SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	710-25-081	Solicitation Issued:	September 26, 2025
Description:	Outreach & Program Support Improvement (PSI) Services		
Department:	Department of Human Services (DHS), Division of Medical Services (DMS)		

SUBMISSION DEADLINE			
Proposal Submission Date and Time	November 5, 2025- 1:00 p.m., CST	Proposal Opening Date and Time:	November 6, 2025- 2:00 p.m., CST

Proposals **shall not** be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time **shall** be considered late and **shall** be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).

DELIVERY OF RESPONSE DOCUMENTS	
Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201 ***Note: Hand delivered responses must be delivered directly to and logged by the security desk at 700 Main Street prior to the bid submission deadline. Otherwise, these deliveries will not be accepted and may be disqualified. Receipts for submissions will NOT be issued to bidders.***
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 8th Street, Slot W345 Little Rock, AR 72201 Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. **Prospective Contractors assume all risk for timely, properly submitted deliveries.**
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. ▪ Solicitation number ▪ Date and time of proposal opening ▪ Vendor's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION			
Department Buyer:	Susie Taylor	Buyer's Direct Phone Number:	501-682-9603
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	OP's Main Number:	501-682-1001
DHS Website: OSP Website:	DHS Procurement Announcements OSP Bid Opportunities		

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1 GENERAL INFORMATION AND INSTRUCTIONS

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

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for the Department of Human Services (DHS) to obtain pricing and a contract for Outreach & Program Support Improvement (PSI) Services across all DHS Divisions. The Office of Procurement is the sole point of contact throughout this solicitation process.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT (NON-NEGOTIABLE)

According to §19-61-802, this proposal and any resulting contract may be available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected Contractor. Upon agreement by the parties, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

A. As a result of this RFP, OP intends to award a contract to a single Contractor.

B. The term of this contract **shall** be for one (1) year. The anticipated start date for the contract is July 1, 2026. Upon mutual agreement by the Prospective Contractor and agency, the contract may be renewed by OP, on a year-to-year basis, for up to six (6) additional one-year terms or portions thereof.

C. The total contract term **shall not** be more than 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 Issuing Officer as shown on page one (1) of this document.

1.5 BID OPENING LOCATION

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

1.6 ACCEPTANCE OF REQUIREMENTS

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. The 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. The 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. DHS **shall not** be required to accept any requested exceptions. Only exceptions expressly accepted by DHS will become part of the resulting Contract.

1.7 DEFINITION OF TERMS

A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

B. “Prospective Contractor”, means a responsible offeror who submits a proposal in response to this solicitation.

C. “Prospective Contractor”, “Contractor”, “bidder”, “vendor” and “respondent” are used synonymously in this document.

D. The terms “buyer” and “Issuing Officer” are used synonymously in this document.

E. The terms “Request for Proposal”, “RFP,” “RFP Solicitation,” “Bid Solicitation” and “Solicitation” are used synonymously in this document.

F. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.

G. “Proposal Submission Requirement” means a task a Prospective Contractor **shall** complete when submitting a proposal response. These requirements will be distinguished by using the term “**shall**” or “must” in the requirement.

H. “Requirement” means a specification that the Contractor’s commodity and/or service must meet or exceed in the performance of its contractual duties under any contract awarded as a result of this RFP. These specifications will be distinguished by using the terms “**shall**” or “must” in the requirement.

I. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.

J. “Transportation Broker” means the individual or entity responsible for providing NET services to eligible Medicaid Beneficiaries under the terms of the NET contract and in compliance with applicable State laws and regulations.

K. "NET Waiver" means the Non-Emergency Transportation Medicaid program waiver granted by CMS to the State of Arkansas under the authority of Section 1915(b)(4) of the Social Security Act. The NET waiver provides authority for the Non-Emergency Transportation program that supports eligible Medicaid beneficiaries by providing transportation to non-emergency medical appointments.

1.8 RESPONSE DOCUMENTS

A. Original *Technical Proposal Packet*
The following items are Proposal Submission Requirements and **mus**t be submitted in the 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. Printed copies should be single sided.

2. The *Technical Proposal Packet* should be clearly marked “Original” and **must** include the following:

   a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet.)*

   b. Original signed *Agreement and Compliance Page*. (See *Technical Proposal Packet.)*

   c. Original *Proposed Subcontractors Form.* (See *Technical Proposal Packet*.)

d. EO 98-04 Disclosure Form, Attachment A. (See *Standard Terms and Conditions, Disclosure*.)

e. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.

f. Other documents and/or information as may be expressly required in this *Bid Solicitation*.

3. The following items should be submitted in the original *Technical Proposal Packet*.

a. Copy of Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)

b. Signed addenda to this RFP, if applicable. (See Requirement of Addendum.)

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

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

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

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

2. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, in PDF format, preferably on a flash drive. All items on flash drive should be in PDF format.

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". Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

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

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

1. Additional Copies of the *Technical Proposal Packet*

a. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.

b. One (1) electronic copy of the *Technical Proposal Packet*, preferably on flash drive. All items on flash drive should be in PDF format.

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

d. One (1) redacted copy, in PDF format, if applicable, (marked "REDACTED") of the original *Technical Packet*, preferably on a flash drive. *(See Proprietary Information.)*

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

D. Original *Technical Proposal Packets* **must** be submitted to the Office of Procurement on or before the day\time specified for bid opening. The *Technical Proposal Packet* **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.

E. Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.

1.9 ORGANIZATION OF RESPONSE DOCUMENTS

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

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

1.10 CLARIFICATION OF RFP SOLICITATION

A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation.* Written questions should be submitted via email by **4:00 p.m**. Central Time on or before **October 3, 2025.** Submit questions to the OP buyer as shown on page one (1) of this *Bid Solicitation*. It is the contractor's responsibility to guarantee receipt of the questions by the specific time and date. DHS accepts no responsibility for accurate or timely receipt of email submission.

B. The attached response template (*Attachment B*) should be used for submission of all written questions. For each question submitted, Vendor should reference the specific solicitation item number to which the question refers. Written questions submitted in a different format may not be answered by DHS.

C. Contractor's written questions will be consolidated and responded to by DHS. DHS's consolidated written response is anticipated to be posted to the OP website by the close of business on October 15, 2025.

D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at the Contractor's risk.

E. Oral Statements by OP **shall not** be part of any contract resulting from this solicitation and **may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS**.

1.11 RESPONSE SIGNATURE PAGE

A. An official authorized to bind the Contractor(s) to a resultant Contract **must** sign the *Response Signature Page* included in the *Technical Proposal Packet*.

B. The Contractor's signature on this page **shall** signify the Contractor's agreement that either of the following **shall** cause the Contractor's proposal to be disqualified:

1. Additional terms or conditions submitted intentionally or inadvertently.

2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.12 AGREEMENT AND COMPLIANCE PAGE

A. Contractor **must** sign the A*greement and Compliance Page* relevant to each section of the *Bid Solicitation Document.* The *Agreement and Compliance Page* is included in the *Technical Proposal Packet*.

B. Contractor's signature on this **shall** signify agreement to and compliance with all Requirements within the designated section.

1.13 SUBCONTRACTORS

A. The Contractor **must** complete and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate the 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 DHS.

1.14 PRICING

A. Contractor(s) shall include all pricing on the Official Price Bid Sheet and Attachment H - *Cost Proposal Template* 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 and Attachment H - Cost Proposal Template are* provided as separate attachments 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 and Attachment H - Cost Proposal Template, including the hard copy and electronic copy, must be separately sealed from the Technical Proposal Packet and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package. The Official Bid Price Sheet is provided as a separate file posted with this Bid Solicitation.

D. Contractor must not include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their Technical Proposal Packet contain any pricing, the response shall be disqualified.

E. Failure to complete and submit the Official Bid Price Sheet and Attachment H - Cost Proposal Template 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.

H. 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.

I. 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.

1.15 PRIME CONTRACTOR RESPONSIBILITY

A. A single contractor **must** be identified as the prime contractor and **shall** be the sole point of contact.

B. The prime Contractor **shall** be held responsible for the Contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.16 INDEPENDENT PRICE DETERMINATION

A. By submission of this proposal, the Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been arrived at independently, without collusion; and
- No prior information concerning these prices has been received from, or given to, a competitive company.

B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.17 PROPRIETARY INFORMATION (NON-NEGOTIABLE)

A. Documents submitted pertaining to this *Bid Solicitation* become property of the State and are subject to the Arkansas Freedom of Information Act (FOIA) (*see* Ark. Code Ann. § 25-19-101, et seq.).

B. In accordance with FOIA, all public records shall be open to inspection unless specifically exempted from disclosure. In the interest of promoting 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 be exempted from the Public Records Act pursuant to FOIA.

C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under FOIA and any other applicable law by submitting a redacted copy of the response. By 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 are exempt from disclosure pursuant to Ark. Code Ann. § 25-19-105(b). The Arkansas FOIA has a presumption of openness. It is to be liberally interpreted, and exemptions are to be narrowly construed. For each redaction, Prospective Contractor **must** provide detailed justification as to how disclosure of the redacted information would give advantage to competitors. As custodian of the records, the State has the legal authority to review redactions to determine whether each are specifically and sufficiently justified to retain redaction prior release. **Evidence that demonstrates that the Prospective Contractor meets the minimum qualifications of this RFP must be minimally redacted.**

D. Under no circumstances will pricing information be designated as confidential.

E. One (1) complete electronic 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. Do not submit documents via e-mail or fax.

F. 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.

G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

H. The redacted copy shall be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.

I. If a redacted copy of the submission documents is not provided with Contractor's Technical Proposal 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).

J. The State will release any redacted information deemed to be subject to FOIA; the State will **not** contact the Prospective Contractor prior to the release of documents.

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

1.18 CAUTION TO CONTRACTORS

A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the OP buyer.

B. Contractor **must not** alter any language in any solicitation document provided by the State.

C. Contractor **must not** alter the Official Bid Price Sheet.

D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.

E. Proposals **must** be submitted only the English language.

F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.

G. Contractor **must** provide clarification of any information in their response documents as requested by OP.

H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

I. Contractors may submit multiple proposals. Each proposal shall be submitted separately and must include all documents and information required under this RFP in order to advance to evaluation.

1.19 REQUIREMENT OF ADDENDUM

A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.

B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.

C. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.

D. The vendor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening.

1.20 AWARD PROCESS

A. Award Determination
The Grand Total Score for each Contractor, which shall be the sum of the Technical Score and Cost Score, shall be used to determine the ranking of proposals. The State may move forward to negotiations pursuant to Arkansas Code Annotated § 19-61-506, with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award. Responsible Contractors reasonably susceptible of being selected for

award is defined as any contractor that falls within the competitive range based on price and appears to provide the best value based on evaluation criteria.

B. Discussions and Negotiations
   1. Arkansas Procurement Law allows for Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award.
   2. The Department reserves the discretion and the right to engage in Discussions to the fullest extent permitted under Arkansas Code Annotate § 19-61-506 and Office of State Procurement rules.
   3. After initial evaluation, the Department may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
   4. Cost will be considered in establishing this range.

C. Anticipation to Award
   1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the websites listed on page one (1) of this RFP.
   2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
   3. DHS **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
   4. It is the Contractor's responsibility to check the websites for the posting of an anticipated award.
   5. These notices are anticipated awards only and are subject to protest.

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

1.21 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, DHS 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 hard copy accompanying the solicitation response.

C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying EO Policies upon request to other State agencies that must also comply with this statute.

D. Contractors who are not required by law to have an EO Policy must submit a written Statement to that effect.

1.22 COMBINED CERTIFICATIONS

Pursuant to Arkansas law, a Contractor must certify compliance with the certification requirements listed below that are relevant to the contractor's performance under the resulting contract and will remain so for the aggregate term of any resultant contract. Additionally, Contractor agrees and

certifies they shall comply with all Arkansas laws applicable to the contractor's performance under the resulting contract.

1. Boycott Israel. See Arkansas Code Annotated § 25-1-503.
2. Knowingly employ or contract with illegal immigrants. See Arkansas Code Annotated § 19-60-105.
3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. See Arkansas Code Annotated § 25-1-1102.
4. Employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

1.23 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically Ark. Code Ann. § 19-61-506 and OSP Rule 19 CAR § 1-527(b) 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.

1.24 TECHNOLOGY ACCESS

A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

B. ACCORDINGLY, THE CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., equivalent access for effective use by both visual and non-visual means;

2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

6. Integrating into networks used to share communications among employees, program participants, and the public; and

7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., 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, 2019.

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.

F. The proposed solution must comply with the State's shared Technical Architecture which is a set of policies and standards that can be viewed here. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.25 PURCHASING CARD ACCEPTANCE

A. Awarded Contractor should have the capability of accepting the State's authorized 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. P-card 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 proposal to be disqualified or for the Contract to be terminated.

1.27 RESERVATION

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

1.28 DATA LOCATION (NON-NEGOTIABLE)

Contractor **shall** under no circumstances allow Arkansas data to be relocated, transmitted, hosted, accessed, 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.

1.29 SCHEDULE OF EVENTS

Table 1: Solicitation Schedule

ACTIVITY	DATE
Public Notice of RFP	September 26, 2025
Deadline for Receipt of Written Questions	October 3, 2025
Response to written Questions, On or About	October 15, 2025
Proposal Due Date and Time	November 5, 2025 by 1:00 p.m., CST.
Opening Proposal Date and Time	November 6, 2025 at 2:00 p.m., CST.
Intent to Award Announcement Posted, On or About	February 27, 2026
Contract Start Date (Subject to State Approval)	July 1, 2026

1.30 STATE HOLIDAYS

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

Table 2: State Holidays

HOLIDAY	DATE
New Year's Day	January 1
Dr. Martin Luther King's Birthday	Third Monday in January
George Washington Birthday	Third Monday in February
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.

2 SPECIFICATIONS

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

2.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) to obtain pricing and a contract for Outreach and Program Support Improvement (PSI) services. The Office of Procurement is the sole point of contact throughout this solicitation process.

The primary objective of this RFP is twofold:

1. **Quality Improvement** – The development and management of quality improvement activities to improve outcomes and promote best practices for DHS and its respective divisions and programs.
1. **DHS Provider Outreach and Education** – Overall support and education of providers of DHS programs and services through active training, communication, and feedback.

The types of assistance will vary depending on the program. The Contractor is expected to continuously expand their ability to serve in this capacity over the course of the Contract. The RFP requires prospective Contractors to meet all the solicited service's operational and system requirements.

DHS will contract with one respondent to this RFP to provide these services Statewide. DHS, at its sole discretion, reserves the right to request services for additional DHS divisions and locations.

2.2 OVERVIEW OF DHS ORGANIZATION AND OPERATIONS

The Department of Human Services (DHS) is the largest State agency in Arkansas with approximately 7,000 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS. The Division of Medical Services (DMS) is one of many divisions and offices that comprise DHS. These divisions provide support and services to the people of Arkansas. A DHS organizational chart can be found in the Bidders' Library.

DMS is the administrative arm of Arkansas Medicaid, overseeing provider enrollment, billing, pharmacy, beneficiary support, fee-for-service, and managed care programs funded by Medicaid. Arkansas Medicaid, which is jointly funded and operated by DHS and the Centers for Medicare and Medicaid Services (CMS), provides medically necessary health care services for eligible Arkansans from birth through end-of-life. DMS serves Arkansas Medicaid beneficiaries requiring services from approximately 90,000 Medicaid-enrolled providers. Arkansas currently serves between 850,000 and 880,000 beneficiaries.

2.3 CONTRACT GOVERNANCE AND SUPPORT

2.3.1 CONTRACTOR MANAGEMENT

A. The Division of Medical Services (DMS) is accountable for managing the contract and overseeing the engagement established through this RFP. DMS Leadership will meet internally as needed to provide support for the project and the DHS project management team. Their main duties include:

1. **Providing Strategic Direction**: Provide high-level guidance and direction for the project.

2. **Resolving Issues and Risks**: Address any issues or risks requiring DMS leadership intervention and advice on project management concerns.
3. **Project Scope and Budget Control**: Authorize amendments to the project's scope, schedule, or budget, or to cancel the project if needed.
4. **Reviewing Solution Designs**: Evaluate proposed solutions to ensure compliance with DHS architecture standards and business requirements, aiming to reuse existing technology whenever possible.
5. **Accepting Contract Deliverables**: Review and approve all related deliverables.

2.4 MINIMUM QUALIFICATIONS

The Contractor **must** meet the following requirements:

A. The Contractor must be registered to do business in the State of Arkansas and in good standing by the initial start of the resulting Contract. For verification purposes, the Contractor must provide a Certificate of Good Standing, Certificate of Authority, and any other required Arkansas Secretary of State documentation such as non-filing or nonqualifying Statements, upon DHS request.

B. The Contractor must include a copy of all required licensure and certification documents in the bidder's response to this solicitation. See "Response Documents."

C. The Contractor **must** have a National Committee for Quality Assurance (NCQA) accreditation. For verification purposes, Prospective Contractor must submit a copy of the NCQA accreditation with the bid response packet.

D. The Contractor **must** have at least five (5) years' prior experience in each of the following:

1. The implementation, operations, and maintenance of quality improvement initiatives of a population size of at least 750,000 beneficiaries and 65,000 Medicaid-enrolled providers.
2. The implementation, operations, and maintenance of outreach and education activities that target providers of human services programs.

For verification purposes, the Prospective Contractor **must** complete Attachment I – Client History Form.

E. The Contractor must ***not*** be an organization that delivers any health care services to Arkansas Medicaid beneficiaries. For verification purposes, the Prospective Contractor must complete the Statement of Attestation on page 5 of the Technical Response Packet.

F. The Prospective Contractor **shall** submit a Letter of Bondability from an admitted Surety Insurer with bid submission. The letter must unconditionally offer to guarantee, to the extent of one hundred percent (100%) of the annual contract price, the Prospective Contractor's performance in all respects of the terms and conditions of this RFP and the resultant contract. The Contractor **shall** be required to provide DHS with the Performance Bond described in this section upon contract start.

2.5 SCOPE OF WORK

The Contractor **shall** work to continuously improve the quality of services provided to DHS and its beneficiaries by identifying potential areas for quality improvement (QI), researching, and designing QI projects, providing academic detailing of QI projects, and managing the programs and services outlined in this Scope of Work.

The Contractor **shall** perform all services described in this RFP and **shall** comply with all applicable state and federal statutes, regulations, and policies transmitted through published notices, letters, manual provisions, or transmittals. The Contractor, either directly or through

subcontractors, **shall** be able to provide all necessary services and meet all the requirements requested in this RFP and Attachment C - Performance Based Contracting. The Contractor is encouraged to propose solutions in addition to the minimums stated, including new technology solutions.

For each deliverable outlined in this RFP, the Contractor **shall**:

A. Provide all services and meet all requirements requested in this RFP and all attachments.

B. Perform services and produce required deliverables by the due dates outlined in this RFP.

C. Comply with all state and federal security and privacy laws, regulations, and policies, including HIPAA, HITECH, and related breach notification laws and directives.

D. Provide support for the CMS Certification process in accordance with most current CMS certification guidance and in compliance with state and federal expectations.

E. Maintain all data in accordance with state and federal regulations.

F. Provide Contract updates on its activities and progress, at minimum, on a quarterly basis with final schedule to be agreed upon by the parties, unless a more frequent schedule is indicated in a specific provision of this contract. DHS reserves the right amend the schedule upon thirty (30) days written notice to the Contractor.

G. Maintain the level of expertise required to perform all services and produce all deliverables required in this RFP.

2.5.1 MEDICAID QUALITY SURVEYS

A. The Contractor **shall** develop, conduct, report on, and analyze healthcare-related Consumer Assessment of Healthcare Providers and Systems (CAHPS) surveys, as directed by DHS.

B. The Contractor **shall** conduct surveys according to industry standards and any applicable state and federal laws.

C. The Contractor **shall** analyze survey data and provide reports in a format approved by DHS for CMS submission and public publication. At a minimum, the data analysis reports must contain data visualization components that track performance year over year.

D. See Appendix 5 for examples of recent survey reports in the Bidders' Library.

E. For further detail and requirements for Medicaid Quality Surveys, see section 2.11.3.1.

2.5.2 MEDICAID ADVISORY COMMITTEE AND BENEFICIARY ADVISORY COUNCIL

A. In accordance with 42.C.F.R Part 431, and the Ensuring Access to Medicaid Services (CMS-2442-F) Final Rule, DHS has established a Medicaid Advisory Committee (MAC), as well as a dedicated Beneficiary Advisory Council (BAC) to advise DHS on matters of concern related to policy development and matters related to the effective administration of the Medicaid Program. These meetings are open to the public.

B. The Contractor **shall** provide administrative support for the quarterly MAC and BAC meetings including but not limited to scheduling and securing meeting location; preparing and sending meeting invitations, agenda, presentations, etc.; providing lunch; setup and cleanup; and any follow-up. Additional tasks may be assigned at DHS discretion.

C. For further detail and requirements for MAC and BAC, see section 2.11.3.2.

2.5.3 INPATIENT QUALITY INCENTIVE (IQI) PROGRAM

A. The Contractor **shall** manage the Inpatient Quality Incentive (IQI) Program, as set forth in Section II – Program Policy 250.240 of the Arkansas Medicaid Provider Manual for Hospitals, available on the DHS website. The IQI Program incentivizes and rewards quality through bonus payments to Arkansas hospitals that meet or exceed performance and show improvement on selected quality measures, as determined by DHS.

B. For further detail and requirements for IQI, see section 2.11.3.3.

2.5.4 PATIENT CENTERED MEDICAL HOME (PCMH) PROGRAM

C. The Contractor **shall** effectively manage the Patient-Centered Medical Homes (PCMH) primary care quality incentive program in compliance with the Arkansas Medicaid Provider Manual for Patient-Centered Medical Home (PCMH), available on the DHS website, to ensure that the quality of primary care provided to Medicaid beneficiaries is improved and that the practice support payments and incentives for quality care adhere to the program requirements.

D. For further detail and requirements for PCMH, see section 2.11.3.4.

2.5.5 NON-EMERGENCY TRANSPORTATION (NET) BROKER MANAGEMENT

A. The Contractor **shall** effectively manage and monitor the Non-Emergency Transportation (NET) brokers and provide transportation services to eligible beneficiaries to ensure compliance with NET Contract requirements and the NET Waiver (AR.0003.R03.00). The waiver can be found in the bidder's library as Appendix 2. There are seven (7) total regions in Arkansas with one (1) broker assigned to each region. For NET broker requirements and performance standards, refer to Appendix 7 and 7a of the bidder's library. Note: Any changes made to the NET contracts will be provided to the Contractor for quality assurance and monitoring purposes.

B. Per the direction of DHS, the Contractor **shall** assist with improving outcomes for the following aspects of the NET program:

1. Safe, appropriate, and reliable transportation
2. Adherence to program requirements
3. Efficient reservations and trip assignments
4. Quality assurance
5. Administrative oversight and reporting

C. For further detail and requirements for NET, see section 2.11.3.5.

2.5.6 MEDICAID PROVIDER RELATIONS AND EDUCATION

A. The Contractor **shall** produce a detailed Medicaid Provider Relations and Education Management Plan that addresses communication, requirements and guidelines, and DHS's priorities and concerns. The Plan must be developed collaboratively with DHS to ensure the materials align with DHS guidelines and specifications.

B. The Medicaid Provider Relations and Education Management Plan **shall** address the approach to planning and providing education for all Medicaid providers. DHS may work with the Contractor to select certain provider groups that will receive enhanced or focused training. The Contractor **shall** effectively develop and maintain initial and ongoing training for Medicaid enrolled providers.

C. For further detail and requirements for Medicaid Provider Relations and Education, see section 2.11.3.6.

2.5.7 STAFFING

A. The Contractor **shall** perform criminal background checks on all its staff members and confirm criminal background eligibility for a "designated information technology position" pursuant to Ark. Code Ann. § 21-15-111. Contractor staff **shall not** be on this project if they have committed an offense that would preclude state employment under Arkansas law. The following Key Staff positions are identified below:

1. Overall Contract Manager
2. Quality Manager (IQI and Medicaid Quality Surveys)
3. PCMH Quality Assurance Manager
4. NET Manager
5. Medicaid Provider Relations and Education Manager

B. The Contractor's fulfillment of key staff roles **shall** be subject to prior written DHS approval. The Contractor understands that staffing of this engagement is critical to the success of this Contract and will employ staff and professionals with sufficient expertise and experience to meet the needs of DHS. The Contractor **shall** provide résumés for all proposed key staff roles, as well as other information upon DHS request.

C. Contractor's Key Staff must have Medicaid knowledge and experience working with Medicaid programs and demonstrate expertise in clinical quality improvement, academic detailing, and data analysis as related to quality measures and quality improvement.

D. Contractor's project staff and consultants **shall** include medical doctors, registered nurses, and certified professionals in healthcare quality.

E. The Contractor **shall** be responsible for all costs related to providing all the staff necessary to meet the requirements in this RFP, including but not limited to staff, staff expenses, staff overhead, staff travel, or any related staff expenses, except as specifically provided in the Contract.

F. For further detail and requirements on staffing, see section 2.11.2.4.

2.5.8 TRANSITION TO A SUBSEQUENT CONTRACTOR

A. During the transition period to a subsequent contractor, the Contractor **shall** work closely and cooperatively with DHS and the new contractor.

B. The Contractor **shall** perform the activities required to transition to a subsequent contractor. End of contract transition planning must ensure seamless operations and system turnover to DHS or its designee.

C. Key issues include:

1. Phase-in training
2. Thorough and efficient transition activities
3. Staffing continuity
4. Uninterrupted service

D. For further detail and requirements on transition planning, see section 2.12.

2.6 COMPLIANCE

To ensure the success of Outreach and Program Support Improvement services, the following principles and guidelines are required:

A. Adherence to Federal Requirements: The Contractor and any proposed IT solutions must adhere to all current and future state and federal requirements.

B. Access to Services: All programs and services in the Contract must be provided statewide.

C. The Contractor shall ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (A.C.A. § 4-110-104), and other Federal and state privacy and security standards. Prior to award, the Contractor must complete and sign a Business Associate Agreement (BAA). The State of Arkansas Security and Privacy policies can be found at the following links:

1. DHS Policy 1001
2. DHS Policy 1003
3. DHS Policy 4002
4. DHS Policy 4008
5. DHS Policy 4009
6. DHS Policy 5000
7. DHS Policy 5010
8. DHS Policy 5011

D. The Contractor **shall** disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within four (4) hours of the breach at DHS.IT.Security.Team@dhs.arkansas.gov.

E. The Contractor **shall** use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation.

F. The Contractor **shall** safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.

G. The Contractor must maintain confidentiality and meet any applicable Privacy Act of 1974, Health Insurance Portability and Accountability Act (HIPAA), and Health Information Technology for Economic and Clinical Health (HITECH) Act requirements. Prior to award, the Contractor must complete and sign a Business Associate Agreement (BAA).

2.7 SYSTEMS ACCESS AND TECHNOLOGY

A. DHS requires compliance for privacy and security for all Medicaid Systems. The privacy and security standards are based on the moderate baseline of the most recent version of the National Institute of Standards and Technology (NIST) Special Publication 800-53,, which can be found in the Bidders' Library. Other applicable federal and state security and privacy standards include but are not limited to ARC-AMPE (applicable overlay) standards, 45 CFR 164.522(b), the Health Insurance Portability and Accountability Act (HIPAA), and Health Information Technology for Economic and Clinical Health (HITECH). These standards ensure the availability, confidentiality, and integrity of protected health information (PHI), personally identifiable information (PII), and federal tax information (FTI).

B. Medicaid solutions must adhere to NIST and the Health Insurance Portability and Accountability Act (HIPAA). The Contractor **shall** assess compliance using the most current version of the applicable standards. As new standards become available, the Contractor **shall** assess per the new standards with a timeframe approved by DHS.

2.8 INFORMATION SECURITY OFFICE (ISO)

The Information Security Office (ISO) administers System Security and Privacy requirements for the AME. Its primary functions include:

A. Establish AME Security and Privacy Policy, ensure Security and Privacy requirements are integrated into the planning, budgeting, acquisition, and management of Medicaid information, information resources, supporting infrastructures, personnel, equipment, and services.

B. Maintain the Security and Privacy Program Management Plan, which provides the structure that will consume, retain, distribute, and report security and privacy documentation to aid Medicaid in clearly understanding the risk provided to its mission by its information resources.

C. The Contractor **shall** work with DHS to define the architecture, standards, processes, and procedures needed to implement the policies defined by the ISO. The Contractor **shall** also work with the ISO to define the methods that will be used to monitor and ensure Medicaid defined policies are followed.

2.9 45 CFR § 95.617 SOFTWARE AND OWNERSHIP RIGHTS.

A. General: The State or local government must include a clause in all procurement instruments that provide that the State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed, or installed with Federal financial participation under this subpart.

B. Federal license: The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

C. Proprietary software: Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the public **shall** not be subject to the ownership provisions in paragraphs (a) and (b) of this section. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.

2.10 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 to avoid assessment of damages.

B. DHS 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. DHS **shall** have the right to modify, add, or delete Performance Standards throughout the term of the Contract, should DHS 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. DHS 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 DHS to do so. In these instances, DHS **shall** have final determination of the performance acceptability.

H. Should any compensation be owed to DHS due to the assessment of damages, the Contractor **shall** follow the direction of DHS regarding the required compensation process.

2.11 REQUIRED CONTRACTOR ACTIVITIES AND DELIVERABLES

This section outlines DHS's expectations for the required Contractor activities and deliverables for the Program Support Improvement processes. DHS will use a deliverables-based approach to determine progress and completion. DHS and the Contractor **shall** establish specific expectations for deliverables using the process described below.

A. All deliverables **must** be reviewed and approved by DHS using a structured and controlled process managed by the AME PMO. These processes, structures, and tools will govern any work performed on projects pursuant to the Contract. The Contractor **shall** agree to these processes, and any work performed that is not in compliance with these processes is completely at risk by the Contractor.

B. The Contractor **shall** develop and maintain all deliverables and will submit deliverables for DHS approval. The Contractor **shall** download CMS's Deliverable Expectation Document (DED) template to use for all Deliverable submissions. The Contractor **shall** organize any meetings necessary to understand and align with the use of the CMS template and/or any state-specific changes needed to the Deliverable template.

C. The Contractor **shall** update deliverables throughout the contract period on the subsequent frequency indicated by or on a schedule approved by DHS. **The Contractor shall also update deliverables within fifteen (15) days of a change in content.**

D. The Contractor **shall** provide initial deliverables by the due dates listed in Table 3. If a due date falls on a non-DHS business day, it is due on the previous DHS business day. The Contractor may submit deliverables earlier than the due date. The due dates are calendar days from the Contract start date, unless otherwise specified.

Table 3 summarizes the Contractor deliverables for each contract phase, including due dates.

Table 3: Contractor Deliverables

Activities and Deliverables Summary	**RFP Section**	**Initial Due Date** (Calendar Days)	**Subsequent Due Dates**
CONTRACT INITIATION PHASE			
Deliverable Expectation Document	2.11.2.1	15 days	N/A
Reporting Management Plan Deliverable	2.11.2.2	30 days	Annually
Communication Management Plan Deliverable	2.11.2.3	40 days	Annually
Staffing Management Plan Deliverable	2.11.2.4	40 days	Annually

Activities and Deliverables Summary	**RFP Section**	**Initial Due Date** (Calendar Days)	**Subsequent Due Dates**
System Security and Privacy Management Plan Deliverable	2.11.2.5	60 days	Annually
Disaster Recovery / Business Continuity & Contingency Management Plan Deliverable	2.11.2.6	90 days	Annually, as negotiated
MAINTENANCE AND OPERATIONS PHASE			
Medicaid Quality Survey Management Plan Deliverable	2.11.3.1	45 days	Annual
Medicaid Advisory Committee and Beneficiary Advisory Council Management Plan Deliverable	2.11.3.2	45 days	Annual
Inpatient Quality Incentive (IQI) Management Plan Deliverable	2.11.3.3	45 days	Annual
Patient Centered Medical Home (PCMH) Management Plan Deliverable	2.11.3.4	45 days	Annual
Non-Emergency Transportation (NET) Management Plan Deliverable	2.11.3.5	45 days	Annual
Medicaid Provider Relations and Education Management Plan Deliverable	2.11.3.6	45 days	Annual
Program Support Improvement Program Impact Annual Report	2.11.3.7	As agreed upon	Annually
ARKids First A Survey	2.5.1; 2.11.3.1	As agreed upon	Annually
ARKids First A Survey Report Card, and Executive Summary	2.5.1; 2.11.3.1	As agreed upon	Annually
ARKids First B Survey	2.5.1; 2.11.3.1	As agreed upon	Annually
ARKids First B Survey Report Card, and Executive Summary	2.5.1; 2.11.3.1	As agreed upon	Annually
Adult Medicaid Beneficiaries Survey	2.5.1; 2.11.3.1	As agreed upon	Annually
Adult Medicaid Beneficiaries Survey Report Card, and Executive Summary	2.5.1; 2.11.3.1	As agreed upon	Annually
TEFRA Survey	2.5.1; 2.11.3.1	As agreed upon	Annually
TEFRA Survey Report Card, and Executive Summary	2.5.1; 2.11.3.1	As agreed upon	Annually
CMHC – Adult Survey	2.5.1; 2.11.3.1	As agreed upon	Annually

Activities and Deliverables Summary	**RFP Section**	**Initial Due Date** (Calendar Days)	**Subsequent Due Dates**
CMHC – Adult Survey Report Card, and Executive Summary	2.5.1; 2.11.3.1	As agreed upon	Annually
CMHC – Child Survey	2.5.1; 2.11.3.1	As agreed upon	Annually
CMHC – Child Survey Report Card, and Executive Summary	2.5.1; 2.11.3.1	As agreed upon	Annually
Non-Emergency Transportation Survey	2.5.1; 2.11.3.1	As agreed upon	Biennially (every two years) (even years)
Non-Emergency Transportation Survey Report Card, and Executive Summary	2.5.1; 2.11.3.1	As agreed upon	Biennially (every two years) (even years)
MAC / BAC Meeting Summary Report	2.11.3.2	Within 10 business days after first meeting	Quarterly (and within 10 business days of the meeting)
PCMH Monitoring Work Plan	2.11.3.4	30 Days after PCMH Management Plan approval	Annually, by November 1st
PCMH Eligible Practice List	2.11.3.4	90 Days after PCMH Management Plan approval	Annually, by November 15th
PCMH Quarterly Summary Report	2.11.3.4	21 days after 1st full calendar quarter that occurs after contract start date	21 days after each calendar quarter
PCMH Practice Support Report	2.11.3.4	Quarterly, 30 days after last day of first full quarter after contract start date.	Quarterly, 30 days after last day of quarter
PCMH Annual Summary Report	2.11.3.4	March 1st after first full calendar year of the contract	Annually, by March 1st
Practice Transformation Quarterly Report	2.11.3.4	21 days after first full calendar quarter after PCMH Management Plan approval	21 days after each calendar quarter
Practice Transformation Annual Report	2.11.3.4	March 1st after first full calendar year of the contract	Annually, by March 1st
NET Monthly On-Site Monitoring Report	2.11.3.5	As agreed upon	Monthly, by the 15th of the month following the reporting month
NET Monthly Broker Compliance Report	2.11.3.5	As agreed upon	Monthly
NET Quarterly Performance Profile Report	2.11.3.5	As agreed upon	Quarterly
Provider Educational Conference Plan	2.11.3.6	90 days prior to the proposed first conference date	Annually (90 calendar days prior to proposed Conference date)
Provider Educational Conference Summary Report	2.11.3.6	45 days after first conference	Annually, 45 days after conference
Quarterly Provider Newsletter	2.11.3.6	As agreed upon	Quarterly

Activities and Deliverables Summary	RFP Section	Initial Due Date (Calendar Days)	Subsequent Due Dates
Quarterly Provider Relations and Education Visit Report	2.11.3.6	As agreed upon	Quarterly
Program Support Improvement Impact Annual Report and Presentation	2.11.3.7	60 days after end of first contract year	Annually, within 60 days of end of each contract year
IQI Metrics	2.11.3.3	90 days	Annually, by February 1st
IQI Eligible Hospital List	2.11.3.3	As agreed upon	Annually, July 20th
IQI Quarterly Report	2.11.3.3	As agreed upon	Within 15 days of each calendar quarter
IQI Annual Report	2.11.3.3	90 days	Annually, February 1st
IQI Quarterly Hospital Meeting	2.11.3.3	As agreed upon	Quarterly
CONTRACT CLOSURE PHASE			
Contract Closure Turnover Management Plan Deliverable	2.5.8; 2.12.1	1 year before base contract period end	Annually

2.11.1 CONTRACT INITIATION PHASE ACTIVITIES

As part of the contract initiation, the Contractor **shall** work with the AME PMO to conduct an onsite Planning Kick-off to discuss processes, tools, onsite presence, deliverables, deliverable content, and other aspects of collaboration.

The Contractor **shall** submit a series of Management Plans during this phase. The Management Plans outline the Contractor processes to be used for the duration of the Contract and are subject to review and approval by DHS.

2.11.2 CONTRACT INITIATION PHASE DELIVERABLES

2.11.2.1 DELIVERABLE EXPECTATIONS DOCUMENT

A. The Contractor **shall** submit a single Deliverable Expectation Document (DED) for DHS's review and approval. The Contractor **shall** use a DED for all deliverables.

B. The Contractor **shall** access and download the CMS template for use in all Deliverable submissions to DHS. The Contractor **shall** schedule any meetings between Contractor and DHS, required for clarification or state-specific additions or deletions to this template.

C. The Contractor **shall** collaborate with DHS to update the template with any project-specific contractual references and solution details.

D. The Contractor **shall** collaborate with DHS to organize joint review sessions to align the Contractor's understanding of expectations using these templates.

2.11.2.2 REPORTING MANAGEMENT PLAN DELIVERABLE

A. The Contractor **shall** provide reporting to DHS throughout all phases of the project and for the duration of the Contract in accordance with the Reporting Management Plan deliverable approved by DHS. The Contractor **shall** submit reports to the satisfaction of DHS and within the contractual or negotiated timeframes. Please see each deliverable for specific reporting requirements and due dates.

B. All reports **shall** include, but are not limited to:

1. Status of scope, schedule, and budget for each project
2. Accomplishments of the last reporting period
3. Deficiencies and areas of improvement suggested for the project
4. Late start and late finish tasks
5. Key dependencies with other State efforts and activities
6. Objectives for the next reporting period
7. Cost avoidance analysis and details

2.11.2.3 COMMUNICATION MANAGEMENT PLAN DELIVERABLE

A. The Contractor **shall** develop and maintain a Communication Management Plan that describes the Contractor's communication approach and details about types and means of communication, communication channels, communication flow within the organizational structure, communication with outside stakeholders, escalation, guidelines for meetings, dissemination of knowledge, and communication effectiveness.

B. The Communication Management Plan must address and include, at minimum:

1. Recognition of the State Contract Manager and designees as the authorized person(s) through whom all project and contract-related issues, including deliverables, will pass
2. Guidelines and expectations for meetings facilitated by the Contractor, including templates for meeting agendas and minutes
3. A list of document types used for communication and the person responsible for providing and reviewing those documents
4. Internal and External document collection and distribution structure
5. A description of types of information to be disseminated
6. A method for updating the communication plan
7. Schedules of when information will be produced, reviewed, approved, and disseminated
8. Communication procedures when issues require escalation
9. Project organization
10. Project stakeholders
11. Communication regarding all program and policies
12. Identification of individuals that will be involved in the communication process, their responsibilities, the relationships, and their locations
13. External information needs---press, governmental agencies, and other interested parties
14. Existing communication technology the Contractor will use
15. Existing communication processes and procedures, including channels and communications flow within the Contractor's organizational structure.
16. Constraints and assumptions relating to communication methods or media and stakeholder engagement
17. Communication strategy across multiple DHS contractors

18. Communication effectiveness—how effective was the communication strategy deployed, what changes would you make in the future.

C. The Contractor **shall** regularly update and maintain effective communication with DHS regarding all Contract activities.

D. The Contractor **shall** assist DHS with responding to inquiries, including Freedom of Information Act requests about its various programs by elected officials, CMS, the media, and other stakeholders in a timely manner. The Contractor **shall** not respond to any inquiries directly except through an authorized DHS representative. The Contractor **shall** provide technical writing, publishing, and electronic distribution services as needed for all provider communications.

2.11.2.4 STAFFING MANAGEMENT PLAN DELIVERABLE

A. The Contractor **shall** develop and maintain a staffing management plan that demonstrates an understanding of the services required by this RFP and addresses the Contractor's staffing plans through all phases of the Contract.

B. The Plan must, at a minimum, include the roles and responsibilities by resource type throughout all phases of the contract, including identifying key and non-key personnel, as well as FTE allocation for all personnel by program.

C. The Plan must include:

1. Number, type, and categories of staff proposed (estimated by resource type by phase for the duration of the contract).
2. Staff qualifications and areas of expertise
3. Staff work location, including expected onsite presence in Little Rock, Arkansas.
4. Recruiting, transition, and training plans for new staff and reassigned staff
5. The methodology to replace vacant Key and Lead Staff positions
6. The approach to designating backups for Key and Lead Staff for vacancies and time off
7. Processes for identifying, qualifying, and onboarding new team members, as well as removing a team member (including security access removal)
8. How the Contractor **shall** manage its Sub-Contractors, other suppliers, and other partners (e.g., software Contractors or cloud services providers), if applicable
9. An organizational chart outlining all staff with names, positions, and hierarchy. The Contractor **shall** submit its organizational chart to DHS within thirty (30) calendar days of contract start and then provide an updated organizational chart monthly.
10. A list of all individuals associated with the Contract, including subcontractor staff. The contents of the list will provide the individual’s name, position, and business telephone number, business email address, physical location of work/residence, as well as the individual's position, responsibilities, hours allocated, rate, and percent of time dedicated to the Contract.
11. Upon request, the Contractor **shall** provide staffing levels by role and number of years of experience for each staff member in their specific role at any time during the Contract period.

2.11.2.5 SYSTEM SECURITY AND PRIVACY MANAGEMENT PLAN DELIVERABLE

A. The Contractor **shall** develop and maintain a System Security and Privacy Plan (SSPP). The purpose of the SSPP is to establish the Contractor's approach to adherence to privacy, confidentiality, and security standards. The SSPP must, at a minimum, reflect the following:

B. The Contractor **shall** ensure and maintain compliance with the most current version of the National Institute of Standards and Technology (NIST) Special Publication 800-53 moderate baseline, ARC-AMPE (applicable overlay) standards, 45 CFR 164.522(b), the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) and other federal and state privacy and security standards.

C. The Contractor **shall** follow the monthly Plan of Action & Milestones (POAM) process. The Contractor **shall** encrypt all data using the latest/supported technology protocols, whether at rest/stored, in flight/transit, or communicated and/or accessed in any way. The Contractor **shall** obtain input from the State and its Stakeholders to ensure completeness and coverage, including network topology to uncover possible breakpoints or potentially negative impacts to Security and Privacy objectives. The POAM must, at minimum, follow HHS CMS best practices that include, but are not limited to:

1. Plan for ensuring confidentiality and privacy standards are met, including:
    a. The technical approach to address and satisfy the following: NIST 800-53 moderate baseline and the following clarifications
    b. Penetration testing
    c. Encryption as a requirement, internal and external, at rest and in transit
    d. Integration with Statewide active directory (AD) services
    e. Static code scans
    f. Dynamic code scans
    g. Vulnerability scans
    h. Evidence of compliance with CIS Level 1 hardening
    i. Full software and hardware
2. Approach to maximizing data sharing provided from any external source while complying with all appropriate rules, regulations, and policies
3. User roles, security permissions, and administrative functions
4. Confirmation that the System Security and Privacy Plan aligns with the most current version of NIST 800-53.
5. Plan to maintain all confidentiality safeguards
6. Plan to adhere to all privacy requirements for different data elements
7. Any other relevant protocols or details to ensure privacy, confidentiality, and security standards are met
8. Roles and responsibilities to be performed by the Contractor and by the State
9. Compliance with Statement on Standards for Attestation Engagements (SSAE-18) SOC 2 Type 2 including all trust service principles.

10. The Contractor **shall** support and provide documentation for the following to support the SSPP:
    a. Plan of Action & Milestones (POA&M)
    b. Penetration Test (white box internal and external)
    c. Contractor organizational IT Policies
    d. Electronic Authentication (E-Authentication) Assessment (if applicable)
    e. Privacy Threshold/ Impact Assessment (PTA/PIA)
    f. Rules of Behavior (ROB)
    g. Contingency Plan (CP)
    h. Continuous Monitoring Plan
    i. System Inventory (Hardware/Software/Firmware)
    j. Incident Response Plan (IRP)
    k. Security Assessment Plan (SAP)
    l. Security Requirements Traceability Matrix (SRTM)
    m. Security Assessment Report (SAR)/ Risk Assessment Report (RAR)
    n. System Detailed Design Document
    o. High-Level Architecture (Designs/Diagrams)
    p. Configuration Management Plan
    q. Configuration Baselines and Guides
    r. List of System Accounts and Privileges
11. Address ongoing security audits and recommendations for improvement:
    a. Establish governance structures designed to assess the audits and make recommendations to improve the SSPP obligations.
    b. Review unauthorized and authorized incidents, breaches, and effectiveness and adaptability of the process and procedural improvements.
    c. Establish audits and institute best-practice processes that ensure that security and privacy measures address all DHS, federal and state policies, procedures, reporting, and compliance training.
    d. Conduct a SSPP risk analysis to identify system security and privacy policies, procedures, and administrative, physical, and technical (i.e., identity management) controls.

D. The Contractor **shall** protect system data using the moderate baseline of the most current version of NIST 800-53 standards to ensure that the system and confidential information is not disclosed for unauthorized purposes. At a minimum, the Contractor **shall** comply with the following data security controls:

1. The Contractor **shall** ensure that designated users from DHS only access information necessary to perform their job function.
2. The Contractor **shall** ensure that any sensitive information made available in any format **shall** be used only for the purpose of carrying out the provisions of this Contract.
3. The Contractor **shall** provide adequate internal controls through separation of duties.

4. The Contractor **shall** provide backup procedures to ensure the continuous operations in the event of a temporary disruption in operations.
5. The Contractor **shall** provide DHS with a security features user guide to describe the security features provided by the Contractor's system, how to use them and how they interact with one another.
6. The Contractor **shall** ensure that the application that enforces access controls is continuously protected against tampering and/or unauthorized changes.

E. Privacy and Security Incidents and Reporting

1. A security incident **shall** be defined as results or incidents from intentional or unintentional actions and may include, but is not limited to, loss and/or theft of computer media, introduction of malicious code, unauthorized attempts to gain access to information, or failed performance of the system security function.
2. A privacy incident **shall** be defined as a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access to confidential information, including but not limited to, Personal Identifying Information (PII) and Protected Health Information (PHI).
3. The Contractor **must** report suspected or actual security and privacy incidents (hereinafter collectively referred to as "incident" or "incidents") immediately, per CMS and HHS guidelines. Incidents should be submitted to DHS.IT.Security.Team@dhs.arkansas.gov

F. The Contractor **shall** establish and maintain incident management procedures to ensure a quick, effective, and orderly response to security incidents. Incident Management procedures **shall** cover all potential types of suspected or actual security or privacy incidents, including, but not limited to, the following:

1. Discovered viral infection.
2. Discovered malicious code—for example, viruses, trap doors, logic bombs, worms, and Trojan horses.
3. Uncovered hacker activity.
4. Discovered system vulnerabilities.
5. Unauthorized attempt, successful or unsuccessful, to access any DHS systems.
6. Deviation from security and privacy policy.
7. Other unusual activities.

G. In addition to normal contingency plans (designed to recover systems or services as quickly as possible), the procedures **must** also cover the following:

1. Analysis and identification of the cause of the incident
2. Planning and implementation of remedies to prevent recurrence, Collection of audit trails and similar evidence
3. Communication with those affected by or involved with recovery from the incident
4. Method and process for reporting the action to DHS Security and the DHS Privacy Office
5. Preservation of evidence for legal review or law enforcement

H. The Contractor **must** implement procedures to review records of information system activity, such as audit logs, access reports, and security incident tracking reports, on a frequency determined by DHS.

I. The Contractor **must** conduct a weekly security meeting with the DHS Chief Information Security Officer (CISO), the DHS Privacy Officer, Contractor's team, DHS operations, and others as defined to update, plan, and determine remediation strategy for all findings/incidents.

J. The Contractor **must** develop and document a process for third party penetration testing that has been reviewed and approved by DHS. This testing **must** be completed at least annually, and the raw results and final reports **must** be provided to DHS.

K. The Contractor **shall** maintain adequate documentation of system operating procedures, and requirements.

2.11.2.6 DISASTER RECOVERY/BUSINESS CONTINUITY & CONTINGENCY MANAGEMENT PLAN DELIVERABLE

A. The Contractor **shall** submit a Disaster Recovery/Business Continuity and Contingency Plan (DR/BCCP) for the technology and infrastructure components, as well as for the business area operations continuity and contingency.

B. The DR/BCCP **shall** address a wide range of infrastructure and services recovery responsibility associated with, and/or arising from, partial loss of a function or of data for a brief amount of time to a worst-case scenario in which a man-made or natural disaster, data center equipment or infrastructure failure, or total system failure may result. In the DR/BCCP, the systems used to deliver and document the services the Contractor provides must be protected against hardware and software failures, human error, natural disasters, and other emergencies that could interrupt services. The DR/BCCP must address recovery of business functions, business units, business processes, human resources, and the technology infrastructure.

C. Disaster recovery testing and results must be completed and the results provided to the State annually by October 31st each year and must be available for review by state or federal officials on request.

D. In the event of catastrophic disruption of benefit delivery services, the Contractor **shall** move to a backup system within twenty-four (24) hours of system disruption.

E. The DR/BCCP **shall**, at a minimum, include:

1. Documentation of "who" **shall** declare a "disaster or failover," escalation communication, and process for State approval to begin the DR/BCCP
2. Identification of the critical business processes and functions to be recovered and the process for State approval and periodic review
3. For each critical business process and function:
    a. Identification of potential system failures for the process
    b. Risk analysis
    c. Impact analysis
    d. Definition of minimum acceptable levels of output

4. Documentation of contingency plans and definition of triggers for activating contingency plans
5. Procedures for activating any special teams for business continuity
6. Process to establish a war room and business resumption team
7. Communication protocols and process for restoring operations in a timely manner
8. Maintenance of the plans and procedures
9. Plan for replacement of personnel
10. Retention and storage of backup files and software
11. Hardware backup for critical system components
12. Facility backup
13. Backup of telecommunications links and networks
14. Maintenance of current system documentation and source program libraries at an offsite location
15. Annual schedule for testing

F. To the extent Contractor systems that are required to fulfill the requirements of the Contract are not as complex as may be implied by the above requirements, DHS may agree on less robust requirements for the DR/BCCP. Adjustments to DR/BCCP requirements **must** be approved by DHS.

2.11.3 MAINTENANCE AND OPERATIONS PHASE DELIVERABLES

2.11.3.1 MEDICAID QUALITY SURVEY MANAGEMENT PLAN DELIVERABLE

A. The Contractor **shall** submit a Medicaid Quality Survey Management Plan to DHS for review and approval. The plan **must** address and explain how the Contractor will fulfill the following Medicaid Quality Survey requirements:

B. The Contractor **shall** develop, conduct, report on, and analyze healthcare-related Consumer Assessment of Healthcare Providers and Systems (CAHPS) electronic surveys acceptable to DHS. The following is a list of surveys required:

1. DHS Annual Surveys:
    a. ARKids First A – including additional Children with Chronic Conditions (CCC) content
    b. ARKids First B – Including additional CCC content
    c. Adult Medicaid
    d. Tax Equity and Fiscal Responsibility Act (TEFRA)
    e. Community Mental Health Centers and Clinics (CMHC) – Adult
    f. CMHC – Child
2. DHS Biennial Survey (once every two years):
    a. Non-Emergency Transportation (Even Years)

C. The Contractor **shall** submit all surveys to DHS for their review and approval. Approval of all surveys **must** be completed prior to dissemination. The Contractor **shall** ensure surveys are available in English, Spanish, Marshallese, and any other languages upon DHS

request. The Contractor **shall** complete surveys according to timeframes negotiated between DHS and the Contractor based upon federal reporting requirements.

D. As part of the Medicaid Quality Survey Management Plan, the Contractor **shall** develop and submit survey protocols to DHS for review and approval.

E. The Contractor **shall** compile the data and results collected into a Report Card and an Executive Summary. The Report Card and Executive Summary **must** be submitted to DHS for review and approval. The Contractor **shall** make all Report Cards and Executive Summaries available to DHS for placement on the DHS website.

F. The Contractor **shall** provide DHS with copies of each survey, survey results, report card, and executive summary.

G. For each survey, the Contractor **shall** provide all surveys, survey result information, and survey reporting to DHS electronically in a manner acceptable to DHS. Survey results and reporting to DHS **must** be de-identified.

H. Besides the requirements of this section that apply to all surveys, below are particular requirements that apply to the CMHC adult and child surveys:

1. These surveys shall be made available via a QR-Code link that will be posted at each CMHC clinic, by which beneficiaries can fill out surveys directly on a DHS-designated website.
2. The Contractor **shall** ensure hard copies of surveys with stamped, return envelopes are also available at each CMHC clinic. DHS may also require other strategies to ensure survey awareness among beneficiaries (i.e. email blasts).
3. Contractor **shall** make mental health surveys available in English, Spanish and Marshallese, and other languages as DHS requests.

I. The Contractor shall perform any other tasks necessary, as determined by DHS, to provide the deliverable as set forth above. Additional surveys may be required once agreed upon between DHS and the Contractor and after submission of a request by DHS to the Contractor.

2.11.3.2 MEDICAID ADVISORY COMMITTEE AND BENEFICIARY ADVISORY COUNCIL MANAGEMENT PLAN DELIVERABLE

A. The Contractor **shall** submit a Medicaid Advisory Committee (MAC) and Beneficiary Advisory Council (BAC) Management Plan for DHS review and approval. For further guidance on MAC and BAC requirements, consult the toolkit PDF "Medicaid Advisory Committees & Beneficiary Advisory Councils – Implementation Considerations." The plan **must** address and explain how the Contractor will fulfill the following MAC and BAC requirements.

1. The Contractor **shall** provide administrative support to meetings of the MAC and BAC quarterly (four per each committee), for a total of eight (8) meetings per year. To accommodate travel for committee members, the meetings will start no earlier than at 11:00 a.m. and end no later than 2:00 p.m. DHS will recruit committee members and will inform the Contractor of members and their contact information. All meetings are open to the public for attendance. Specifically, Contractor **shall**:

a. Plan, execute, facilitate, and lead all MAC and BAC meetings, including any presentational materials necessary.

b. Arrange and secure meeting location, subject to DHS approval for in-person attendees. Meeting times and locations for MAC and BAC meetings must be selected to maximize member attendance. Meeting locations must be accessible to individuals with disabilities and reasonable accommodation must be provided when requested.

c. Manage invitations to 100% of MAC and BAC members to ensure sufficient space, food, and logistical support services for each meeting.

d. Arrange food for each meeting, when indicated by DHS.

e. Provide a variety of virtual attendance options including, at minimum, a teleconference and telephone dial-in option for members and the public.

f. Provide meeting minutes for each meeting within 20 calendar days of the meeting, to include actions taken or anticipated actions by DHS in response to feedback provided during each meeting.

g. Facilitate the principes of bi-directional feedback, transparency, accountability, and effective MAC and BAC member engagement.

1) Record meeting attendance and maintain records to validate member participation and eligibility for reimbursements to MAC and BAC members, including:

2) Mileage reimbursement

h. Attendance stipend; and

i. Childcare stipend when requested.

2. The Contractor **shall** submit to DHS for review and approval a quarterly MAC / BAC Meeting Summary Report suitable for publication on DHS's website for public viewing. The report **shall** include but is not limited to MAC/BAC attendance, topics covered, and observations, feedback and recommendations given by council and committee members.

3. The Contractor **shall** disburse reimbursement and stipend payments to members within ten (10) business days of the meeting.

4. The Contractor **shall** submit records of attendance and payments to members to DHS upon request.

2.11.3.3 INPATIENT QUALITY INCENTIVE (IQI) MANAGEMENT PLAN DELIVERABLE

A. The Contractor **shall** submit an IQI Management Plan to DHS for review and approval. The IQI Management Plan must address and explain how the Contractor will fulfill the following IQI requirements:

1. The Contractor **shall** submit to DHS for review and approval the IQI Program Policies and Procedures within 90 days after Contract start date, and submit updates thereafter, as requested by DHS. If the Contractor updates IQI Program Policies and Procedures independently, the Contractor **shall** submit those updates to DHS for approval within 10 calendar days.

2. Organize and assist with quarterly meetings with hospitals. The Contractor **shall** provide an agenda to DHS for approval ten (10) business days prior to each IQI Quarterly Hospital Meeting. DHS reserves the right to request specific content and information be presented and discussed during quarterly meetings. The Contractor **shall** invite DHS to all quarterly meetings.

3. Propose and draft IQI Metrics for each state fiscal year, including proposing new metrics. The Contractor **shall** meet and coordinate with DHS for development of the

metrics, and take into account feedback from participating hospitals, the goals of the Arkansas Medicaid program, and last year's IQI performance. DHS **shall** have final approval of the metrics. The initial draft of IQI Metrics is due 90 days after the Contract start date. Thereafter, the draft is due to DHS by February 1st each year for DHS final review/approval unless otherwise determined by DHS. DHS reserves the right to request additional revisions to the draft.

4. IQI Metrics **must** be presented to hospitals by March 1st each year.
5. The Contractor **shall** determine which hospitals have met the required metrics and are entitled to payment through the IQI. The Contractor **shall** provide this report quarterly to DHS so that DHS may make the appropriate payment.
6. Provide a list of all hospitals eligible to receive IQI bonus payments, as well as supporting data. This IQI Eligible Hospital List is due no later than July 20th for the previous program performance period. Performance period is based on the State Fiscal Year (SFY) July 1 – June 30.
7. Provide educational information, training, and technical assistance to each hospital eligible for IQI, including online support when necessary. and oversee data validation, measure implementation, and data calculations. Eligibility requirements are set out in Section II of the Arkansas Medicaid Provider Manual for Hospitals, 250.240. IQI educational information and technical assistance must be provided once metrics are established and as needed thereafter.
8. Create and maintain a database of the metrics, as reported by IQI-eligible hospitals. This database must be able to not only track metrics but also help identify trends and challenges. The Contractor **shall** validate all hospital reported IQI data. The Contractor **shall** provide view-only access to the database to DHS upon request.
9. The Contractor **shall** publicize IQI events and awards, including but not limited to documents, articles, press releases, etc.
10. The Contractor **shall** meet quarterly with DHS to discuss the progress of the IQI program. While these meetings may be held virtually, DHS reserves the right to hold them in-person.
11. Submit to DHS for review and approval an IQI Quarterly Report and an IQI Annual Report that detail outcomes and performance trends for eligible hospitals.
    a. Items to be included in each report include, but are not limited to:
        - Progress and successes of the IQI program as a whole
        - Deficiencies and areas of improvement for the program
        - Progress of individual hospitals (e.g., year-over-year improvement)
        - Deficiencies and areas of improvement for each hospital
        - Cost avoidance analysis and detail
        - Publicity and outreach activities

    b. The Contractor **shall** be responsible for completing and delivering a final version of these reports even if the contract is terminated unexpectedly.
12. The IQI Quarterly Report is due within 15 days after the end of each calendar quarter. A draft of the IQI Annual Report is due September 1st or each year, and the final report is due October 1st.
13. The Contractor's management of IQI **must** meet outcomes as agreed upon by the Contractor and DHS.

2.11.3.4 PATIENT CENTERED MEDICAL HOME (PCMH) MANAGEMENT PLAN DELIVERABLE:

A. The Contractor **shall** submit a PCMH Management Plan to DHS for review and approval. The plan **must** effectively monitor and assess the Patient-Centered Medical Homes (PCMH) primary care quality incentive program in compliance with the Arkansas Medicaid Provider Manual for Patient-Centered Medical Home (PCMH), available on the DHS website, to ensure that the quality of primary care provided to Medicaid beneficiaries is improved and that the practice support payments and incentives for quality care adhere to the program requirements. The plan **must** address and explain how the Contractor will fulfill the following PCMH requirements:

1. The Contractor **shall** submit an annual PCMH Monitoring Work Plan that identifies the strategy, process, staffing model (including qualifications), and benchmarks for successful monitoring of the PCMH program. The work plan **shall** describe how the Contractor will design, develop, implement, and manage the process and methodology for ensuring the integrity of the PCMH program. This plan is initially due 30 days after the PCMH Management Plan has been approved, and is due on an ongoing basis on November 1st of each year.
2. The Contractor **shall** design, develop, implement, and manage the process and methodology for ensuring the integrity of the PCMH program.
3. The Contractor **shall** provide educational information and technical assistance to each entity eligible for PCMH enrollment and oversee data validation. Eligibility requirements are set out in Section II of the Arkansas Medicaid Provider Manual for the Patient Centered Medical Home program, 211.000. Educational information and technical assistance **must** be provided at least once prior to enrollment and as needed thereafter.
4. The Contractor **shall** monitor and propose revisions to the program requirements as necessary to continuously improve the health outcomes of Arkansas Medicaid beneficiaries.
5. To facilitate quality improvement, the Contractor **shall** provide work tools to providers, including but not limited to document templates that improve the ability of providers to understand, track, and meet PCMH program requirements.
6. The Contractor **shall** hire and maintain qualified staff to meet contractual performance standards and recommend to DHS when a PCMH practice should be terminated from the PCMH program for poor performance.
7. The Contractor **shall** use the existing PCMH portal to receive and transmit data, including validation data, regarding PCMH performance. DHS will provide necessary roles and permissions to access the existing PCMH portal. The Contractor **shall** receive and evaluate data and attestations provided to DHS by PCMHs through the PCMH portal. The Contractor **shall** design and implement an audit protocol to review self-reported data that is received by DHS through the PCMH portal; then receive and evaluate the data and attestations.
8. The Contractor **shall** review corrective action plans and recommend to DHS any additional action.
9. Prior to making incentive payments, the Contractor **shall** assist DHS in the quality assurance process to ensure that payments are made only to eligible practices based on the successful attainment of program objectives. As part of this process, the Contractor **shall** verify that practices have met incentive payment requirements by reviewing claims-based data provided by the data support vendor and the PCMH portal vendor, as directed by DHS.

10. The Contractor **shall** provide to DHS annually the PCMH Eligible Practice List, which is the final list of practices eligible for continued practice support payments and incentive payments. This practice list is initially due 90 days after the PCMH Management plan is approved, and then annually on November 15th.
11. The Contractor **shall** provide subject matter experts and testimony in all appeals and hearings related to an adverse action resulting from the Contractor's monitoring and the quality assurance process.
12. The Contractor **shall** submit for DHS review and approval a PCMH Quarterly Summary Report addressing validation of the PCMH data, including but not limited to the validation process and what providers are in remediation to improve performance. This report is due three weeks after the first full calendar quarter that takes place after contract start date and is then due three weeks after the end of each calendar quarter.
13. The Contractor **shall** submit for DHS review and approval a PCMH Annual Summary Report. The report **must** address self-reported data, including quarterly and annual summaries of the successes and challenges of the program after the incentive determinations and all measures have been analyzed. The Contractor shall submit this report to DHS so that the results may be effectively publicized and communicated to stakeholders. This report is initially due on March 1st after the first calendar year of the contract and is then due on March 1st annually.
14. In addition to the Quarterly and Annual Reports, the Contractor **shall** make all real time PCMH Practice progress reports, tracking spreadsheets, communication logs, meeting schedules and minutes, etc. available to DHS through electronic means.
15. The Contractor **shall** review the quarterly and annual summaries of the PCMH Program data and offer recommendations for broad-based quality improvement projects to be approved by DHS. These QI projects are distinct and separate from the practice support provided by the Contractor and are designed to improve the quality of services being delivered to all Medicaid beneficiaries enrolled in the PCMH program.
16. In addition to the qualified staff to fulfill contractual Performance Indicators, the Contractor **shall** provide a full-time equivalent employee to serve as the PCMH Quality Assurance (QA) Manager. The individual selected to be the PCMH QA Manager must be approved by the DMS Director or his or her designee.
17. The PCMH QA Manager **shall** serve as the liaison between the Contractor, DHS, and other DHS vendors associated with the PCMH quality incentive program, including the PCMH portal vendor.
18. The PCMH QA Manager **shall** develop and implement an education and awareness strategy for PCMH providers and other stakeholders regarding the QI projects and **shall** ensure that the PCMH Providers are fully informed of those projects in advance and throughout the QI project.
19. The PCMH QA Manager **shall** manage all provider communications between providers and the PCMH Practice Support Staff and the Metric Validation and Quality Improvement Staff, as well as oversee all QI projects undertaken by the Contractor.
20. The PCMH QI Advisory group, which will consist of the vendor's PCMH QA Manager, staff, and DHS leadership over the PCMH Program, **shall** meet apart or during regularly scheduled PCMH Implementation Team meetings. The QI Advisory group members will be selected by DHS, and the names will be provided to the Contractor.
21. The Contractor **shall** attend and participate in bi-monthly Strategic Advisory Group (SAG) meetings to be attended by DHS PCMH staff, the QI Advisory Group, and PCMH

providers. The SAG meetings foster stakeholder coordination and communication and enhance strategy and ongoing operations of the PCMH program.

22. The Contractor **shall** draft and submit to DHS for approval a summary of the results of selected QI projects along with a recommendation to continue or discontinue the QI project within sixty (60) days of QI project completion.
23. The PCMH QA Manager **shall** work with DHS to research and develop a response to any inquiries made by the Centers for Medicare and Medicaid Services (CMS), the Arkansas State Legislature or Governor's Office, other State or Federal agency, and media or Freedom of Information Act
24. The PCMH QA Manager **shall** provide information or presentations for legislative members as it relates to the Quality Assurance process of the PCMH program as directed by DHS.
25. The Contractor **shall** design, implement, and manage a process that meets the DHS PCMH provider manual requirements to notify the provider of remediation and corrective action, and if necessary, recommend the provider for termination in the PCMH program. All notice language **must** be approved by the DHS Office of Chief Counsel (OCC), and the Contractor **shall** work with DHS to obtain approval.
26. The Contractor **shall** send notices of remediation and corrective action to the provider and send to DHS a copy of the notice. The Contractor **shall** consider whether a provider should be terminated and make recommendations to DHS for termination, if applicable. DHS will determine if further action should be taken.
27. Provider and stakeholder inquiries regarding the quality assurance activities and quality improvement activities **shall** be addressed by the Contractor within two (2) business days of the inquiry and resolved in an expedient manner. The inquiry responses **must** be communicated to the provider by the vendor. The inquiry and resolution **shall** be logged and available for review by DHS.
28. The Contractor **shall** submit a quarterly PCMH Practice Support Report, which summarizes, and reports all required Practice Support activities for the previous quarter. The Quarterly Report is due 30 days after the last day of the quarter (i.e., the Q1 report (Jan. 1—Mar. 31) will be due on April 30).
29. In addition, the Contractor **shall** have a separate PCMH staff to perform the following outreach requirements:
    a. The Contractor **shall** provide technical assistance to the PCMH program through:
        1) Maintaining and monitoring a PCMH email account to receive queries and provide answers about the PCMH program. Responses must be provided within one (1) business day.
        2) Developing and distributing recruiting tools to recruit new primary care provider practices to the PCMH program.
        3) Providing technical assistance relating to program requirements.
        4) Developing and providing onboarding training for new PCMH practices to learn about the program and participation requirements. Training materials **must** include live or virtual webinars and interactive training sessions, as well as written PCMH Practice Handbooks and guides.
        5) Developing and distributing monthly electronic communication to all PCMH practices to include PCMH Program updates and information, as determined by DHS in conjunction with the Contractor.

b. The Contractor **shall** provide PCMH Practice Transformation facilitation, support, and technical assistance. Activities include:

1) Program updates on PCMH program requirement criteria and related program reports, including but not limited to population health monthly reports, quarterly reports and anticipated program associated reports.

2) Quarterly practice visits to PCMH practices with approximately 300 or fewer Medicaid beneficiaries, which may be onsite or virtual, as agreed upon between Contractor and DHS- ".

3) Monthly virtual Q&A sessions, with additional virtual visits, as determined by the Practice Transformation specialist based on the needs of the identified practice.

4) Quarterly ~~w~~ebinars, at the request of DHS.

5) Monthly electronic communications to all PCMH providers to include PCMH Practice Transformation updates and PCMH program information as requested by DHS.

6) The Contractor **shall** submit for DHS review and approval a PCMH Practice Transformation Quarterly Report, which summarizes and reports activities for the quarter. This report is initially due three weeks after the first full calendar quarter after the PCMH Management Plan is approved, and is then due three weeks after the end of each quarter.

7) The Contractor **shall** submit for DHS review and approval a PCMH Practice Transformation Annual Report. This report must summarize yearly activities as well as identify trends and give recommendations for Practice Transformation strategy going forward. This report is initially due March 1st after the first calendar year of the contract. The report is then due on March 1st annually.

8) The Contractor's PCMH Practice Transformation team **shall** attend, exhibit, and present at the Arkansas Medicaid Educational Conferences, and attend and contribute presentations and exhibits at other provider conferences.

c. The Contractor **shall** provide access to an online consortium community platform for PCMH practices with caseloads up to 500 clients. The community platform **shall** serve as a LAN (Learning and Action Network) to facilitate cross-practice sharing and collaboration.

d. In addition to any Contractor staff performing PCMH provider outreach, the PCMH QA Manager **shall** be part of the PCMH customer service team to manage provider communications as it relates to the Contractor's quality assurance and quality improvement activities.

2.11.3.5 NON-EMERGENCY TRANSPORTATION (NET) MANAGEMENT PLAN DELIVERABLE

A. The Contractor **shall** submit a Non-Emergency Transportation (NET) Management Plan to DHS for review and approval. The NET Management Plan **must** address and explain how the Contractor will fulfill the following NET Requirements.

1. Monitoring

a. The Contractor **shall** visit transportation brokers' locations where vehicle fleet is kept and where records are housed (may be different locations) at least once per contract year to complete audits of contract requirements for brokers and inspection of vehicles. The Contractor **shall** provide reports of these visits to DHS in a pre-approved format.

b. The Contractor **shall** conduct on-site monitoring of each NET transportation broker, including, without limitation, the following:

1) Conduct random vehicle inspections for transportation brokers monthly, such that every vehicle is inspected at least once each Waiver Year. “Waiver Year” means the twelve (12) month period beginning with the month the Medicaid waiver was initially approved by CMS. For example, for a waiver that received CMS approval in March, the Waiver Year runs from March 1-February 28 of the following year.

2) Conduct on-site visits as necessary to complete an investigation following a reported accident or incident. The Contractor **shall** submit a template NET Incident Investigation On-Site Visit Report for DHS review and approval as part of the NET Management Plan Deliverable. A completed NET Incident Investigation On-Site Visit Report **shall** be submitted to DHS within three (3) business days of an incident occurring.

3) Conduct observation rides and additional on-site monitoring of transportation brokers as requested by DHS. The Contractor **shall** report findings of all on-site monitoring of transportation brokers in the NET Monthly On-Site Monitoring Report and submit to DHS by the 15th of the following month. A template for the Monthly On-Site Monitoring Report **shall** be submitted to DHS as part of the NET Management Plan.

4) The Contractor **shall** conduct two (2) random audits per quarter for each broker and all broker drivers to ensure contract compliance. The scope of these audits includes but are not limited to the broker premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems relating to its services for Medicaid Beneficiaries. Additional audits must be performed as requested by DHS based on complaints or other pertinent information. The Contractor **shall** provide results of these audits to DHS as part of the quarterly NET monitoring report.

5) The Contractor **shall** conduct additional on-site monitoring as requested by DHS.

c. The Contractor **shall** monitor all broker documentation regarding beneficiary qualification for NET services and report any issues of noncompliance to DHS monthly, or more frequently, as requested by DHS.

d. The Contractor **shall** recommend to DHS when a Corrective Action Plan (CAP) is needed for a broker If DHS recommends a Corrective Action Plan, or DHS accepts a CAP recommendation from the Contractor, the Contractor **shall** be responsible for developing the CAP with the Broker; as well as monitoring the CAP implementation and follow-up to document when CAP is completed or no longer required. The Contractor may recommend release of a CAP to DHS, but only DHS **shall** release a Broker from a CAP.

2. Complaints

a. The Contractor **shall** receive daily NET complaint reports from DHS’s Customer Service Contractor, including details of the complaint, how it was resolved, and procedures put in place to correct any issues that resulted from the complaint. The Contractor **shall** review, research, and validate complaints and resolutions. The Contractor **shall** send to DHS daily complaint logs that accumulate all complaints through the contract year. The Contractor **shall** analyze trends in complaints for each vendor and the program overall and make recommendations to DHS on how to address those complaints.

b. When the Contractor works on a complaint initiated by a beneficiary and recorded by DHS's Customer Service Contractor, the Contractor **shall** review complaints received and perform an investigation. The Contractor **shall** analyze the complaint and provide resolution. The Contractor **shall** communicate the resolution back to the Customer Service Contractor so they can communicate with the beneficiary. DHS is evaluating a Customer Relationship Management (CRM) platform, and the Contractor may be required to utilize the CRM for this function.

c. The Contractor **shall** recommend to DHS when a Corrective Action Plan (CAP) is needed for a broker If DHS recommends a Corrective Action Plan, or DHS accepts a CAP recommendation from the Contractor, the Contractor **shall** be responsible for developing the CAP with the Broker; as well as monitoring the CAP implementation and follow-up to document when CAP is completed or no longer required. The Contractor may recommend release of a CAP to DHS, but only DHS **shall** release a Broker from a CAP.

3. Reporting

a. All reporting **must** separate NET and Day Treatment Transportation (DTT) information and data. DTT is a particular sub-segment of NET, and it consists of Early Intervention Day Treatment (EIDT) and Adult Developmental Day Treatment (ADDT).

b. The Contractor **shall** submit monthly, quarterly, annual, and ad hoc NET reports in a manner acceptable to DHS for review and approval. Reports must contain current and cumulative data on transportation encounters, discovery and resolution of compliance issues, complaints and resolution, monitoring activities, and any other data that DHS may request throughout the Contract duration.

c. As part of the NET Management Plan, the Contractor **shall** provide templates for all NET reports to DHS for approval, as part of the NET Management Plan. The Contractor **shall** adjust the format and data elements as directed by DHS prior to the Contract start and throughout the Contract term as requested by DHS.

d. The Contractor **shall** monitor timeliness and accuracy of the information and data provided by NET brokers and **shall** report any timeliness or accuracy issues to DHS and the Broker. The Contractor and broker **shall** cooperate and coordinate to correct any issue in a timely manner. If warranted by the circumstances, the Contractor may recommend placing a broker on a Corrective Action Plan (CAP) If DHS recommends a Corrective Action Plan, or DHS accepts a CAP recommendation from the Contractor, the Contractor **shall** be responsible for developing the CAP with the Broker; as well as monitoring the CAP implementation and follow-up to document when CAP is completed or no longer required. The Contractor may recommend release of a CAP to DHS, but only DHS **shall** release a Broker from a CAP.

e. The Contractor **shall** provide a monthly report to DHS showing NET driver qualification requests from brokers and the resulting approvals and denials and the reasons for such.

f. The Contractor **shall** provide timely and accurate quarterly, annual, and ad hoc transportation help line reports to DHS in a manner acceptable to DHS.

g. Electronic copies of quarterly reports **must** be posted to a DHS-approved reporting portal by the last day of the first month of each quarter. (e.g., July-Sept. is received by October 31st). The Contractor **shall** establish this reporting portal where all reports are entered and housed. The Contractor **shall** give designated DHS staff access to the portal, through a secure login and password, for the purpose of retrieving reports.

h. The Contractor **shall** provide a Monthly NET Broker Compliance Report. At minimum, the report **shall** include the following metrics tracked by region:

1) Number of vehicles in service.
2) Number of eligible drivers and attendants.
3) Number of rides given.
4) Number of unique beneficiaries utilizing service.
5) Number of rides denied and reason for denial.
6) Number of rides not completed due to no driver or no vehicle available
7) Number of late rides (driver was late to pick up or drop off)
8) Number of missed appointments due to no shows by driver or by member.
9) Number and description of incidents.
10) Number of applications approved and denied.
11) Complaint log that includes all complaints for the prior rolling 12-month period.
12) Other NET Broker contractual requirements
13) Open Corrective Action Plans being actively monitored

i. NET call center reporting for each Broker which must include but is not limited to:
   1) Calls received.
   2) Calls answered.
   3) Calls abandoned.
   4) Percentage of calls abandoned.
   5) Average speed to answer calls.
   6) Average wait time (after answer).
   7) Average talk time.

j. The Contractor **must** provide a Quarterly Performance Profile report. At minimum, the report **must** include the following:
   1) Number of individuals transported
   2) Number of trips
   3) Types of trips
   4) Brief analysis of the data submitted, including trend analysis.

k. The Contractor **shall** review beneficiary records kept by the NET brokers and compare them to eligibility information found in the Medicaid Enterprise System (MES) to ensure compliance with Medicaid eligibility. The Contractor **shall** review eligibility for at least 20% of NET beneficiaries per quarter. The Contractor **shall** submit a quarterly report of their findings for review and approval, including details of noncompliance found and how it was addressed and corrected.

l. The Contractor **shall** research, track, and analyze NET trends including but not limited to utilization, accident rates, missed rides, complaints, and costs. The Contractor **shall** provide a report of the findings to DHS twice yearly on June 30 and December 31 for the duration of the contract. The report **shall** include recommendations of program improvements. Research should focus on the provision of more efficient and higher quality service and cost savings to the state.

The Contractor **shall** follow the direction of DHS regarding any changes in the type of research and analysis or reporting format.

4. Education

    a. The Contractor **shall** educate transportation brokers, their subcontractors, and NET beneficiaries regarding NET requirements, policies, and procedures, including the Extension of Transportation Services (EOTS), as set forth in the NET Contract, the NET Waiver, and any other relevant governing documents. EOTS is for individuals in the ARHOME eligibility category who have exceeded their leg unit limitation but have continued need for medical services.

    b. Education **shall** occur at least annually and at the following periods in the life of the NET program:

    c. When a new NET broker or subcontractor onboards;

    d. When a trend or complaints analysis indicates additional broker education is needed;

    e. Following an investigation or as part of a CAP;

    f. At the request of the NET broker or subcontractor; or

    g. At the direction of DHS.

    h. Documentation of education provided in accordance with this Section **must** be provided as part of the monthly NET report.

5. Help Line

    a. The Contractor **shall** provide a transportation help line which has a toll-free number, the capability to respond to the hearing impaired, the capability to respond to the Spanish-speaking and Marshallese population, and available Monday through Friday from 8:00 a.m. – 4:30 p.m. following the State work schedule.

    b. The Contractor's helpline services **must** function as a primary source for information to beneficiaries on Extension of Transportation Service (EOTS) for beneficiaries enrolled in ARHOME. EOTS is the process by which ARHOME beneficiaries get permission to use transportation services beyond the trip/leg limit. The Contractor **shall** determine when EOTS is approved and communicate approval of EOTS to the transportation brokers, DHS, and the beneficiaries.

    c. The Contractor **shall** provide and maintain a secure database of all calls received on the transportation helpline and their disposition.

6. Documentation and Records

    a. The Contractor **shall** create a NET broker web portal to capture all transportation brokers, subcontractors', drivers', and attendants' paperwork, including but not limited to state criminal background checks, child maltreatment checks, adult maltreatment checks, and state driver's license.

    b. The NET broker web portal **must** include role-based access for broker personnel to upload required documentation.

    c. The Contractor **shall** provide role-based access to the NET broker web portal to DHS upon request.

    d. The NET broker web portal **must** include dashboard reporting capability, which can be customized per DHS's needs, to include but not limited to:

        1) Number of drivers by broker
        2) Driver profiles
        3) Driver availability
        4) Aggregated transportation volume information

e. The Contractor **shall** monitor and audit all qualifying documentation from drivers and attendants before onboarding the driver and/or attendant to work for the NET services program or allowing them to drive NET vehicles. Contractor **shall** create audit methodology and tools to identify and monitor all drivers.

f. The Contractor **shall** notify transportation brokers if a driver or attendant is approved or denied for onboarding based upon a completed packet within one (1) business day of submitting documentation to the State for approval, Monday through Friday, except State holidays. The packet will include:

1) A non-expired Arkansas driver's license to operate the transportation or vehicle assigned (for drivers only)

2) Drug and Alcohol screening (for drivers and attendants)

3) Criminal background check from the state of Arkansas. If the driver or attendant candidate has not lived in Arkansas for the previous five years, then additional criminal background checks from all states in which the person resided in the previous five years cumulatively (for drivers and attendants)

4) Adult maltreatment check (for drivers and attendants)

5) Child maltreatment check (for drivers and attendants)

6) CPR completed certification (for drivers and attendants)

g. The Contractor **shall** review and approve all information submitted through the broker web portal within two (2) business days of receipt of all completed required documentation prior to applicant driving or attending to beneficiaries.

h. The Contractor **shall** ensure, to the best of its ability, expedient receipt of completed required NET documentation from the NET brokers, and may be requested to develop a plan for expedited receipt of documentation that has not yet been submitted.

7. Other

a. The Contractor **shall** act as a liaison between transportation brokers, vendors, and DHS.

b. The DHS customer service contractor will have primary tier-one responsibility to confirm NET eligibility checks. When escalation is needed, and the customer service contractor routes NET calls to the Contractor, the Contractor **shall** confirm NET eligibility status by referring to MMIS and provide to the caller further context for the eligibility ruling. If after the Contractor explanation, the caller requests eligibility to be reconsidered, the Contractor **shall** initiate that reconsideration by sending an email to the DHS NET team via email at NET.Services@dhs.arkansas.gov. The Division of County Operations (DCO) will review eligibility and will respond to the requester and the Contractor within 24 hours. Upon notification of eligibility determination by DCO, The Contractor **shall** notify the broker. At the discretion of DHS, the Contractor **shall** undertake ad hoc projects associated with the NET program and perform these to the satisfaction of DHS.

c. Separate from the NET broker web portal above, DHS intends to establish a new NET web portal to serve as a unified hub to provide additional NET communication modalities for beneficiaries, transportation brokers, and providers. As this enhancement develops, the Contractor **shall** work with DHS to document scope, schedule, and cost this project via a contract amendment. The Contractor **shall** develop a design, development, and implementation (DDI) plan to be approved by DHS, upon that Contract amendment. Upon the start of the contract amendment,

the Contractor **shall** coordinate with DHS to design, test, and implement the NET web portal. DHS will consider COTS solutions configured for DHS, beneficiary, transportation broker, and provider use. The Contractor **shall** execute the design, development, and implementation of the NET web portal in accordance with the approved DDI Plan. The Contractor **shall** provide training and ongoing support and maintenance for the NET web portal.

B. The Contractor **shall** perform any other tasks necessary as determined by DHS, to provide deliverables as set forth above.

2.11.3.6 MEDICAID PROVIDER RELATIONS AND EDUCATION MANAGEMENT PLAN DELIVERABLE

A. The Contractor **shall** submit a Medicaid Provider Relations and Education Management Plan to DHS for review and approval. The plan **must** address and explain how the Contractor will fulfill the following requirements:

1. The Contractor **shall** act as a liaison between DHS and the Medicaid Provider Community, provide training, education, and outreach to all Medicaid providers, including specialty providers. The purpose of these activities is to assist with recruitment and retention of Medicaid providers, and to ensure they understand applicable DHS programs, policies, and health care initiatives.
2. The Contractor **shall** host virtual educational webinars for providers as needed and requested by DHS. The agenda for each webinar **shall** be submitted to DHS for approval at least thirty (30) days before the scheduled webinar.
3. In collaboration with DHS, the Contractor **shall** research, design, and write an educational Quarterly Provider Newsletter for distribution to providers. The Contractor must provide the Quarterly Provider Newsletter for final approval prior to distribution. DHS reserves the right to request modifications. The Contractor **shall** make all quarterly newsletters, as well as other written provider communications, available electronically.
4. The Contractor **shall** communicate with all Medicaid-enrolled providers regarding program requirements and operations, new initiatives, best practice guidelines, caseload management, the effective use of the web-based Medicaid Information System, and any other DHS priorities or concerns.
5. The Contractor **shall** establish and manage a phone number designated to the Medicaid Provider Relations and Education program. The phone number **shall** remain the property of DHS following termination of the Contract. Through the phone number, the Contractor **shall** provide technical assistance to Medicaid enrolled providers in matters including, but not limited to, Medicaid provider enrollment, Medicaid Provider Manuals, implementation of best practices, and billing assistance. The Contractor **shall** meet with DHS at least monthly and maintain communication with DHS regarding provider education activities, provider concerns, and potential additional provider relations projects.
6. The Contractor **shall** make visits to specialty providers, dentists, and Primary Care Physicians (PCPs)/PCP Offices. Visits will be for the purpose of provider recruitment, retention, education, communication, and technical assistance on a variety of Medicaid and Medicaid-related subjects, including but not limited to PCMH and PCCM, and providing, among other things, educational materials, and intervention toolkits. Visits may be in person or virtual, as agreed upon between Contractor and DHS. Visits must occur at least once per year, but may be more frequent, as needed by the specific provider.

7. The Contractor **shall** make additional drop-in or virtual provider visits to priority provider types as determined by DHS.
8. The Contractor **shall** submit to DHS for review and approval a quarterly Provider Relations and Education Visit Report, which reports details, at a minimum, to the providers visited virtually or in person, description of topics covered, and high-level observations of the visit. The report **must** give details of other provider education activities in the applicable calendar quarter and provide accumulated data for the calendar year.
9. The Contractor **shall** send important information via mass distribution emails, including sending emails on short notice, as DHS agrees or directs. The Contractor's email capability **must** include the ability to categorize provider recipients by provider type so that emails can quickly and accurately go to only the appropriate subset of providers.
10. Medicaid Provider Relations and Education materials **must** be approved by DHS prior to publication and distribution.

B. DPSQA Provider Relations

1. The Contractor operates as a liaison between the Division of Provider Services and Quality Assurance (DPSQA), which is a division within DHS, and the Medicaid provider community by maintaining active feedback and communication with Medicaid providers including, but not limited to, long term care providers and home- and community-based ARChoices waiver providers, Living Choices waiver providers, Adult Developmental Day Treatment providers, Early Intervention Day Treatment providers, and fee-for-service Outpatient Behavioral Health Services providers (Behavioral Health Agencies and Independently Licensed Practitioners).
2. The purpose of these activities is to ensure Medicaid providers understand applicable DHS programs, policies, and health care initiatives.
    a. The Contractor **shall** coordinate and conduct an annual virtual meeting for providers regarding topics selected and/or approved by DPSQA.
    b. The Contractor **shall** communicate with Medicaid providers regarding program requirements and operations, new initiatives, Medicaid policy changes, best practice guidelines, and any other DPSQA priorities or concerns as requested by DPSQA.
    c. The Contractor **shall** submit monthly reports detailing contract activities to DPSQA.
3. The Contractor **shall** plan, host, and execute one (1) Provider Educational Conference annually. The Contractor **shall** submit a Provider Educational Conference Plan for DHS review and approval 90 calendar days prior to the proposed conference date. The plan must include, at a minimum, the following:
4. Proposed Conference location, dates, and time, including venue details such as size and accommodations. Each educational provider conference **must** be held in-person at a location approved by DHS. A virtual attendance option must also be available.
5. Presenters, including their individual background or experience that qualifies them to present, and the status of Contractor's recruiting efforts. The Contractor **shall** identify and recruit outside (non-DHS) expertise to present at each annual conference.
6. The Contractor **shall** create evaluation forms for conference attendees to give feedback on the conference, offer the evaluation forms during the conference, and collect completed forms.

7. After the conference, the Contractor **shall** submit a Provider Educational Conference Summary Report to DHS for review and approval. The report **must** include details from the conference, including but not limited to attendance, speakers, presentations, observations, and themes in provider feedback.

2.11.3.7 PROGRAM SUPPORT IMPROVEMENT PROGRAM IMPACT ANNUAL REPORT

A. Contractor **shall** prepare and present a Program Support Improvement Program Impact Annual Report assessing the Program Support Improvement project impact across all covered program areas.

B. The annual report **must** include, but not be limited to, presentation of supporting data, trend analysis, and recommendations for ongoing quality improvement.

C. Contractor **shall** meet with DHS to present the annual report. DHS reserves the right for Contractor staff to present the annual report on-site in Little Rock.

2.12 CONTRACT CLOSURE PHASE DELIVERABLES

2.12.1 CONTRACT CLOSURE AND TURNOVER MANAGEMENT PLAN DELIVERABLE

A. All turnover/transition planning and activity **shall** be included in the contract price.

B. The Contractor **shall** provide a Contract Closure Turnover Management Plan that **must**, at minimum, include:

1. Proposed approach to turnover, including, but not limited to:
    a. Work schedule of tasks, deliverables, and milestones to be performed during Turnover, including timeline, tasks, subtasks, activities, and milestones, and proposed durations. The Contractor **shall** use a narrative to describe each task, deliverable, and milestone,
2. Approach to ensuring operational tasks and procedures is captured and documented, with the documentation organized in a format approved by DHS.
    a. Approach to providing complete and updated system and user documentation, with the data and documentation organized in a format required by DHS
    b. Description of Contractor coordination activities that **shall** occur during the turnover phase and implementation schedule of the activities to ensure uninterrupted system and services as deemed necessary by DHS.
    c. Approach to ensuring operational task and procedure list and details get updated fully during the turnover phase.
        1) Approach to written progress reporting to be submitted to DHS within one week after each scheduled turnover progress meeting. Each progress report must include:
        2) Agenda for the progress meeting;
        3) Identities and job functions of the attendees at the Turnover monthly progress meetings;
        4) Description of any progress made on each task, deliverable, and milestone, including any variance from the baseline if applicable for that period;
        5) Topics of general discussion at the monthly progress meetings;
        6) Action items and decisions made at the monthly progress meetings, as well as the person assigned to complete or make the decision;

7) List of all problems and issues encountered, risks identified and status of resolution of each problem, issue, and risk---for example, a Corrective Action Plan for each problem, issue, and risk and a timeline for resolution;

8) Planned tasks, deliverables, and milestones for the following two months;

9) Status of contractually defined tasks, deliverables, and milestones scheduled in the Turnover Project Plan, including any baseline variances.

3. Approach to transfer appropriate software, data files, web content, hardware, records, telephone numbers and lines, equipment, Post Office Box, IP addresses, domain names, and other requirements deemed necessary by DHS.

4. Detailed operational procedures that describe the tasks and services the Contractor provides for this Contract, and how the Contractor performs them, to allow another contractor to fully take over these tasks and services.

5. Statement of the resources that the Contractor believes are required by DHS or another contractor to fully take over the tasks and services outlined in this Contract, including quantity and types of resources, subcontractors, and volume of tasks to support the scope of work.

6. Detailed procedures that describe how to perform maintenance and ongoing support of any technical solution that DHS or the new contractor will inherit.

7. Statement of the resources that the Contractor believes are required to fully take over any technical solution DHS or the new contractor will inherit, including quantity and types of resources, subcontractors, and volume of tasks to support the scope of work.

8. Plan and provisions for the delivery of all DHS data, including proprietary data and work product, collected and/or created (i.e. data, applications, code repositories, algorithms, etc.) during the life of the contract to DHS at least one year prior to the contract end date in DHS preapproved format and delivery method. The plan must include a listing of all items that do and do not convey. All data collected and/or created during the final year of the contract, or any data not captured in the initial delivery, **shall** be submitted to DHS no more than sixty (60) calendar days following the contract end date. DHS reserves the right to request resubmission of data if formatting or delivery is deemed unacceptable by DHS at no additional cost.

C. Upon DHS request or at least six (6) months prior to the end of the final Contract year, including option years that have been exercised, and at least six (6) months prior to the end of any Contract extension(s), the Contractor **shall** begin turnover activities in accordance with the approved Contract Closure Turnover Management Plan.

D. DHS reserves the right to request any turnover activities, including submission of a turnover plan or return of data in a DHS preapproved format and delivery method, at any time during the Contract period.

E. DHS may also require that these services begin earlier than six (6) months prior to contract end, as needed for an orderly transition.

3 SELECTION

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

3.1 SELECTION PROCESS

A. OP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission *Requirements* **shall** be rejected and **shall** not be evaluated.

B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals and pricing. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet* and pricing included on the *Official Bid Price Sheet*.

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.

Table 4: 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 relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings in a consensus scoring meeting. At this consensus scoring meeting, each evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.

3. After committee members have had an opportunity to discuss their individual scores of technical proposals, pricing will be opened for each responsible bidder. Evaluation

Committee members will be afforded the opportunity to determine if pricing for each responsible bidder is unreasonable or unrealistic.

4. The Evaluation Committee Members will be given the opportunity to change their scores, if they feel that is appropriate.

5. The final scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal. For purposes of scoring, only the final scores of the evaluators reflected on the Consensus Score Sheet will be used. Each evaluator shall sign the Consensus Score Sheet affirming that the score noted is the score intended by the evaluator.

6. Other agencies, consultants, and experts may also examine documents at the discretion of the Department.

3.2 TECHNICAL PROPOSAL SCORE

A. The *Information for Evaluation* section has been divided into subsections.

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

2. The Department has assigned Weighted Percentages to each sub-section according to its significance.

Table 5: Information for Evaluation

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Reporting	20	5%	35
E.2 Communications	30	5%	35
E.3 Staffing	30	5%	35
E.4 System Security and Privacy	15	5%	35
E.5 Disaster Recovery / Business Continuity & Contingency	10	5%	35
E.6 Medicaid Quality Surveys	45	10%	70
E.7 Medicaid Advisory Committee (MAC) and Beneficiary Advisory Council (BAC)	10	10%	70
E.8 Inpatient Quality Incentive (IQI)	30	10%	70
E.9 Patient Centered Medical Home (PCMH)	65	10%	70
E.10 Non-Emergency Transportation (NET)	30	10%	70
E.11 Medicaid Provider Relations and Education	40	10%	70
E.12 Program Improvement	20	10%	70
E.13 Contract Closure and Turnover	15	5%	35
Total Technical Score	**360**	**100%**	**700**

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

B. 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

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

3.1 COST SCORE

A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest Grand Total Cost as shown on the *Official Bid Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)

B. The State reserves the right to determine that received costs from any vendor are unreasonable (too high for the requirements of the Solicitation) or unrealistic (too low to reflect the ability of the offeror to meet the requirements of the Solicitation). When it is determined by the State that pricing is potentially unrealistic or unreasonable, the State may request an offeror to clarify elements of pricing, and the offeror may be removed from consideration for a Solicitation, at the sole discretion of the State.

C. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

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

3.2 ORAL PRESENTATION/DEMONSTRATION SCORE

A. Prospective Contractors determined to be reasonably susceptive of being awarded after the completion of the initial evaluation may be contacted to schedule an oral presentation/demonstration. Key staff proposed must be available to participate in the Demonstration/Oral Presentation, if requested.

B. Should DHS elect to hold oral presentation/demonstrations, the buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.

C. After each oral presentation/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the oral presentation/demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information provided during the oral presentation/demonstration.

D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

3.3 GRAND TOTAL SCORE

A. 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*).

Table 6: Total Score

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

3.4 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

A. Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.

B. The submission of a *Technical Proposal Packet* **shall** signify the Contractor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

4 GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

A. Invoices **shall** be forwarded to:

Arkansas Department of Human Services
PO Box 8068
Accts Payable / Slot W406
Little Rock, AR 72203-8068

B. Each invoice **must** be supported with a complete itemized list of charges for each program.

C. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.

D. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

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 must register on-line at vendor.ark.org.

4.1 GENERAL INFORMATION (NON-NEGOTIABLE)

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 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 Contactor 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. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

F. The State **shall not** enter a contract which grants to another party any remedies other than the following:
1. The right to possession.
2. The right to accrued payments.
3. The right to expenses of de-installation.

4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

G. The laws of the State of Arkansas **shall** govern this contract.

H. A contract **shall not** be effective prior to award being made by a State Procurement Official.

I. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:

1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and

2. The contract has required the State to carry insurance for such risk.

4.2 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 agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a Services Contract (SRV-1) 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. Do not complete and return any of the above-named attachments. They are for your information only.

C. 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.

D. 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.

E. This RFP incorporates all terms in Attachment D – *General Terms and Conditions for Non-State Agency* and Attachment E - *Services Contract (SRV-1).* The former shall be given priority in case of conflict between the terms.

1. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.

2. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.

3. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

4.3 PERFORMANCE BONDING

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

1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the

protection of the State. Such performance bond must be provided to DHS prior to signing the contract.

2. The State shall require additional performance bond protection when a contract price is increased or modified.

   The Contractor shall submit documentation to the satisfaction of the State that a performance bond has been obtained. The performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of contract execution and within one calendar day of DHS request thereafter.
3. 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.

4. 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.

B. The Contractor hereby represents and warrants to the State that there are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over the Contractor or its properties, including but not limited to, the United States Bankruptcy Court as of the date on the Response Signature Page. Additionally, Contractor **shall** provide immediate written notice to the State of any proceeding or investigation (i) seeking to prevent the consummation of any of the transactions contemplated by any resulting Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of any resulting Contract. The State reserves the right to disqualify Prospective Contractor(s) subject to proceedings or investigations that may materially and adversely affect Contractor's ability to perform its obligations under the contract if it deems it to be in the best interest of the State.

4.4 RECORD RETENTION

A. The Contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.

B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.5 PRICE ESCALATION

A. Price increases may be considered at the time of contract renewal, but any request for an increase in rates must be submitted to DHS six (6) months prior to renewal with accompanying justification. Contractor must provide to DHS and its 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 bid price including detailed information related to unforeseen circumstances not considered within the initial submitted bid price. A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. DHS shall have the right to require additional information pertaining to the requested increase.

B. Increases will not be considered to increase profit or margins.

C. DHS shall have the right to approve or deny the request.

D. Medicaid Enrolled Provider Rates. For any contractors who are also enrolled Medicaid providers, such rates and any changes thereto are governed by statutory approval protocols. As such, DHS cannot unilaterally increase approved said Medicaid rates through a contract amendment. See Ark. Code Ann. §§ 20-76-112 and 20-77-110.

4.6 CONFIDENTIALITY

A. The Contractor, Contractor's subsidiaries, and Contractor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.

C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.7 CONTRACT INTERPRETATION

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

4.8 SEVERABILITY

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

4.9 COMMODITIES (NOTE: NOT APPLICABLE TO SOLICITATIONS STRICTLY FOR SERVICES)

A. **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.

B. **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.

C. **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.

D. **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.

E. **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.

F. **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.

G. **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.

H. **STORAGE**: The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.

I. **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.

J. **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.

K. **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.