



State of Arkansas
ARKANSAS DEPARTMENT OF HEALTH
4815 West Markham
Little Rock, Arkansas 72205

REQUEST FOR APPLICATION

| SOLICITATION INFORMATION | | | |
|--------------------------|---|----------------------|------------|
| Solicitation Number: | DH-23-0012 | Solicitation Issued: | 02/13/2023 |
| Sub-Grant Description: | The Arkansas Department of Health (ADH) issues this Request for Application (RFA) to obtain applications for funding to provide HIV care coordination, case management services, and Service Access Centers (SAC), as part of the program funded by Ryan White Part B Program in the State of Arkansas. SACs are non-clinical locations throughout the state where Arkansans living with HIV can apply for and obtain Ryan White Part B services. | | |
| Agency Information | AR Department of Health – CHP- Infectious Disease Branch | | |

| APPLICATION DEADLINE | |
|---|---|
| Application Deadline Date/Time: | 02/24/2023, at 2 P.M. Central Time |
| Application shall not be accepted after the designated date and time. It is the responsibility of bidders to submit applications at the designated location on or before the deadline. Applications received after the deadline shall be considered late and shall be returned to the bidder without further review. | |

| DELIVERY OF RESPONSE DOCUMENTS | |
|---|--|
| Sealed applications may be mailed or hand delivered to the following locations: | |
| Mailing Address: | Arkansas Department of Health Attn: 4815 W Markham Street, Slot Little Rock, AR 72205 Delivery providers, USPS, UPS, and FedEx deliver mail to ADH's street address on a schedule determined by each individual provider. These providers will deliver to ADH based solely on the street address. |
| Physical Address | Arkansas Department of Health Contract Support Section 4815 W Markham Street, L156 Little Rock, AR 72205 |
| Response's Outer Packaging: | Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of response submission is not properly marked, the package may be opened for identification purposes. <ul style="list-style-type: none">• Solicitation Number• Application Date/Time• Applicant's name and return address |

| ARKANSAS DEPARTMENT OF HEALTH CONTACT INFORMATION | | | |
|---|---|---------------|----------------|
| Issuing Officer: | Tim O'Brien | Phone Number: | (501) 280-4573 |
| Email Address: | Timothy.OBrien@arkansas.gov | Fax Number: | |
| ADH Website: | https://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx | | |

SECTION 1 – PROGRAM OVERVIEW

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

1.1 PURPOSE

The Arkansas Department of Health (ADH) issues this Request for Application (RFA) to obtain applications for funding to provide HIV case management services and Service Access Centers (SAC) as part of the Ryan White Part B activities in the State of Arkansas. SACs are non-clinical locations throughout the state where Arkansans living with HIV can apply for and obtain Ryan White Part B services. The U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB) provides funding to all U.S. jurisdictions. HRSA HAB funding enables U.S. jurisdictions to provide for outpatient ambulatory health services, as well as wrap-around comprehensive case management and care coordination, including medical and non-medical case management. Providing HIV case management and support services enable clients to enroll into comprehensive primary care post HIV diagnosis, and foster care retention, medication access and adherence.

1.2 BACKGROUND

The Ryan White HIV/AIDS Program legislation was first enacted in 1990 as the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, amended and reauthorized in 1996, 2000, 2006, and 2009. The Ryan White HIV/AIDS Treatment Modernization Act aims to improve quality and availability of care for low-income, uninsured, under-insured individuals and families affected by HIV. Ryan White awards' objectives are:

To provide outpatient basic, essential, primary medical care, treatment, and support services for people with HIV.

To improve health outcomes and reduce the transmission of HIV.

The ADH Infectious Disease Branch administers the Ryan White Part B Program. The Arkansas Ryan White Part B Program's mission is to establish a coordinated system for delivering essential health care services, where a comprehensive continuum of care is sound, practical, and applicable across Arkansas, while maximizing limited resources

1.3 GRANT PERIOD

A. The anticipated initial period shall be from April 1, 2023 through March 31, 2024.

B. The initial term of a resulting sub-grant will be for one (1) year. The terms of the agreement may be extended for up to six (6) one (1) year increments or a portion thereof dependent upon continued funding by the Arkansas Department of Health or other sources, and upon mutual written agreement by both parties.

C. Total contract term, including any amendments and/or possible extensions, not to exceed seven (7) consecutive years.

1.4 AVAILABLE FUNDING

- Funding will be provided in the form of a sub-grant agreement. Maximum amount of funding available for awarding is up to \$2,209,000.00 for the first contracted year. For subsequent renewal years, funding will be contingent upon sufficient funding as determined by ADH. ADH reserves the right to negotiate funding as deemed necessary to meet program goals.
- ADH funding allows for a minimum of twelve (12) Service Access Centers (SAC) and a minimum of four (4) satellites in the Arkansas jurisdiction, statewide. Applicant will provide services for all counties within the defined service area. Clients may elect to receive services from an SAC outside of the service area in which they reside. A client may only be enrolled in one (1) SAC at any given time. See the attached chart (Attachment 1) that outlines the funding allocations for each region (previously called Ryan White Part B districts).
- Applicants applying for funding for more than one district should submit one application indicating each district in which they wish to provide services. Funding is contingent upon review and acceptance of application.
- Funds must be used in accordance with the budget provided. ADH reserves the right to determine allowable and non-allowable costs in accordance with HRSA Policy Clarification Notice (PCN) 16-02, other relevant HRSA PCNs, and relevant ADH guidance.
- This RFA shall be for a term of one year commencing on April 1, 2023, and ending on March 31, 2024. However, either party may terminate this agreement upon ninety (90) days written notice, in which event all reports required by the agreement shall be submitted within thirty (30) days following the effective date of said termination.

1.5 ELIGIBILITY & FUNDING REQUIREMENTS

Application(s) will be accepted and funded.

Applicant **must** meet the following to be eligible to obtain funding:

A. Applicants must be an Arkansas public or private, non-profit agency. Applicants claiming private, non-profit status must include, with the submission of their application, either certification from the State of Arkansas, Office of Secretary of State, or a letter from the Department of the Treasury, IRS, classifying the applicant's administrative organization as a private, non-profit corporation.

B. Applicants or their principals must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily from participation in any state or Federal assistance programs. Applicants must be in good standing with, ADH, the IRS and Federal Excluded Parties List System (EPLS) at <http://epls.arnet.gov>.

C. Applicants must have passed their most recent external fiscal audit and must have been audited within the past 12 months. Note: ADH requires agencies to forward copies of all audits completed during the grant year. Agencies having significant audit findings in updated audits will have funding suspended until said findings are resolved.

D. Individuals applying for or holding positions requiring current licensure must be in good standing with appropriate licensing bodies and must remain in good standing for the duration of the award. If licensure of a person or persons are a requirement of grant award, such position(s) must be continuously filled with qualified licensed personnel for the duration of the grant without interruption. Copies of current licensure must be included with application and be provided as requested, and renewal maintained for the duration of the grant.

E. Funded organization's personnel assigned to the activities under the awarded funding must complete the ADH Infectious Disease Branch, CDC required Security and Confidentiality Training module and receive certification.

F. Organizations are not considered eligible to apply unless the organization meets the eligibility conditions on the date proposals are due and continue to meet these conditions throughout the selection and funding process. ADH expressly reserves the right to review and analyze the documentation submitted and to request additional documentation to determine the applicant's eligibility to compete for the award.

G. Applicants must have policies and procedures to assure that no person in the State of Arkansas will, on the grounds of race, color, national origin, gender, sexual orientation, age, handicap or disability, medical condition or religion be excluded from employment with or participation in, be denied the benefit of, or otherwise subjected to discrimination under any program or activity performed as a result of a contract(s) entered into pursuant to this RFA.

H. Applicants must have sufficient resources or funding, independent of this agreement, to ensure the organization's ability to provide services under an actual cost reimbursement method up to sixty (60) days from the date of submission of an invoice. No advance payments will be made.

I. Private non-profit organizations which apply must have an active Board of Directors and Consumer Advisory Committee.

J. Applicants must have a history of providing services in the State of Arkansas for at least three (3) years.

K. Applicant organizations' structure must provide for the following:

- Management staff
- Fiscal staff
- Data management staff
- Program staff
- Quality management program staff

L. Core Requirements for Receiving Funding for Comprehensive Projects

1. Service Access Centers (SACs) must be physically located in the counties indicated for each service area and must provide services for the counties indicated within that service area. Satellite SACs must be developed in the counties earmarked for service access expansion.

2. Provide comprehensive client-centered HIV Care Coordination services by a multi-disciplinary team that includes, at a minimum, a non-medical case manager (NMCM) and a Medical Case Manager (MCM). Care coordination will include, but may not be limited to, the following duties:

Functional role/responsibilities of the Arkansas RWHAP non-medical case manager (NMCM):

1. Face-to-face (FTF) Intake: includes completion of initial intake/screening forms & entering data into CAREWare & the Ryan White Integrated System for Eligibility (RWISE) in accordance with HRSA Policy Clarification Notice (PCN) 21-02 (and all required informed consent); completion of Acuity & Care Plans; completion of confidentiality, grievance, and release of information as well as rights & responsibilities forms, as required. Exclusion to FTF Intake responsibility of the Non-Medical Case Manager and client, will be evaluated by the ADH Ryan White Part B Grants Manager on a case-by-case basis.
2. Face-to-face (FTF) Annual certifications, Psychosocial assessment and renewal or updating of Acuity & Care Plans as required & entering data into CareWare & the Ryan White Integrated System for Eligibility (RWISE) in accordance with HRSA Policy Clarification Notice (PCN) 21-02. Exclusion to FTF Annual screening responsibility of the NonMedical Case Manager and client, will be evaluated by ADH Ryan White Part B Grants Manager on case-by-case basis.
3. Referral of clients for medical case management (MCM) consult based on assessed acuity.
4. Development of a comprehensive individualized Care Plan (with client's input). Acuity & Care Plan Form is required.
5. Coordination of the services and activities required in implementing the Care Plan.
6. Referral to appropriate agencies required to assist the client in achieving the goals and objectives identified in their Care Plan & completing and entering Annual Benefit Declarations into RWISE.
7. Client monitoring to assess the efficacy of the Care Plan.
8. Periodic re-evaluation and revision of the Care Plan as necessary over the program life of the client.
9. Client-specific advocacy.
10. Review of client utilization of services.
11. Outreach and case finding activities.
12. Health education and risk reduction education.
13. Transfer and inactivation processes.
14. Documentation of progress notes, on the required forms and in the CAREWare database on services provided.
15. Participate in ALL ADH requested Non-Medical Case Management trainings and meetings.
16. Inform clients, upon enrollment in the Ryan White Part B Program of their rights and responsibilities, how information is confidentially shared, and explain SAC grievance procedures.

Functional Role/Responsibilities of the Medical Case Manager (MCM):

1. Face-to-face (FT) MCM assessment/reassessment or evaluation/reevaluation to include history taking and an appraisal of the general overall appearance, demeanor and affect of the client, including entering relevant data into CAREWare & RWISE. (MCM Assessment/Evaluation/Reassessment/Re-Evaluation Form is required.)
2. Development of an individualized MCM care plan (AR RWHAP Medical Care Coordination Plan).
3. Case conferencing with other members of the HIV Care Coordination Team as appropriate and as required by acuity level.
4. Referral for medical evaluation and treatment.
5. Education about HIV, its transmission, complications, risk reduction and harm education.
6. Education and counseling about HIV disease process management.
7. Case management of HIV medication therapy to include education of client concerning risks and side effects, monitoring disease process to include lab values, monitoring client adherence and tolerance of medications.
8. Treatment adherence screening and interventions to include counseling, education, and referral, as appropriate.
9. Nutritional evaluation and interventions to include counseling, education, and referral, as appropriate.
10. Interventions and education about a variety of issues, as appropriate to both the client's assessed/evaluated need for intervention and the MCM's trained skills. Interventions may include (but are not limited to):
 - Healthful living habits
 - Holistic approach to wellness
 - Safer sex practices
 - Partner notification and testing
 - Prevention of exposure to opportunistic pathogens
 - Teaching women to perform breast self-exam
 - Needed immunizations
 - Counseling and follow-up with client on annual TB and hepatitis A, B and C screenings (as medically necessary)

- Managing a long-term chronic illness.

Medical Case Managers are responsible for identifying the need for interventions and facilitating the client's access to an appropriate intervention. Therefore, they will either directly provide the intervention in the form of counseling and/or education and training or will refer the client to an appropriate resource to receive the intervention.

Other essential duties of a MCM under this grant will include:

- Telehealth (ex. Telephone) triage (defined as a long-distance, systematic way of prioritizing resources of medical treatment based on urgency of client needs) while overcoming distance and/or lack of transportation as a barrier.
- Review the monthly "New Admits No Fill List / HCP No Fill Report" spreadsheet report from the AIDS Drug Assistance Program (ADAP) pharmacy, follow-up with all clients who have not refilled prescriptions and provide treatment adherence counseling for clients who are reported as not refilling their prescriptions.
- Reviewing and monitoring CD4+ and Viral Load (VL) lab values, to include making sure the most current CD4+ and Viral Load (VL) lab values are recorded in the client's Part B file and in CAREWare / RWISE.
- Regular communication, client advocacy and case conferencing with the client's medical providers.
- Documentation of case notes, on the required forms and in the Program's database, for all services provided.
- Participate in ALL ADH requested Medical Case Management trainings and meetings.
- Inform clients, upon enrollment in Ryan White Part B of their rights and responsibilities, how information is confidentially shared, and explain SAC grievance procedures.

Provision of management, administration, and reporting for the following services as determined necessary to meet service area needs:

A. Core Medical Services:

Health Insurance Premium (HIP) and Cost Sharing Assistance: is the provision of financial assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, co-payments, and deductibles. Note: This service is currently provided by sub-recipients. However, it may be moved to the central ADH office in all or in part, as the recipient deems necessary. This is the only service in which payments can be made for services rendered in the previous grant year.

Mental health services are psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, conducted in a group or individual setting, and provided by a mental health professional licensed or authorized within the State to render such services. This typically includes psychiatrists, psychologists, and licensed clinical social workers.

Medical nutrition therapy is provided by a licensed registered dietitian outside of a primary care visit and includes the provision of nutritional supplements. Medical nutrition therapy provided by someone other than a licensed/ registered dietitian should be recorded under psychosocial support services.

Substance abuse services outpatient is the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting, rendered by a physician or under the supervision of a physician, or by other qualified personnel.

Laboratory Services: are professional analytical services ordered and provided by or under the direction of a physician or other licensed practitioner. Lab services must be provided by a laboratory certified under the Clinical Laboratory Improvement Amendments (CLIA) by the Centers for Medicaid and Medicare. **Note: This service is currently administered directly by ADH.**

Oral Health Care Gap-filling Services: may include diagnostic preventive, and therapeutic services provided by general dental practitioners, dental specialists, dental hygienists and auxiliaries, and other trained primary care providers. **Note: Oral Health Services are administered directly by ADH. However, ADH may approve local service reimbursements where there are special circumstances. If there are documented gaps in service utilizing providers enrolled with ADH, applicants may request to reimburse oral health services at the local level.**

Medical Case Management (Medical): this service category includes the facilitation, coordination as well as follow-up of medical care and treatment of physician, dental and laboratory services. **Note: Service must be provided by a Registered Nurse (preferred) or a Licensed Practical Nurse / Licensed Vocational Nurse who is licensed in the State of Arkansas. (Refer to p.4-5 for detail).**

B. Support Services:

Case Management (Non-Medical): this service category includes the provision of advice and assistance in obtaining medical case management, social, community, legal, financial, and other needed services (refer to p. 4 for detail).

Food bank/home-delivered meals: this service category includes the provision of actual food or meals. It does not include finances to purchase food or meals. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. Includes vouchers to purchase food.

Health education/risk reduction: this service category is led by medical case managers (MCMs) and is the provision of services that educate clients with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes the provision of information; including information dissemination about medical and psychosocial support services and counseling to help clients with HIV improve their health status.

Linguistics services: this service category includes the provision of interpretation and translation services.

Medical transportation services: this service category includes conveyance services provided, directly or through voucher, to a client so that he or she may access health care services.

Outreach services: this service category includes programs that have as their principal purpose identification of people with unknown HIV disease or those who know their status so that they may become aware of, and may be enrolled in care and treatment services (i.e. case finding), not HIV counseling and testing for HIV prevention education. These services may target high-risk communities or individuals. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiological data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.

Psychosocial support services: this service category includes provision of support and counseling activities, child abuse and neglect counseling, HIV support groups, pastoral care, caregiver support, and bereavement counseling. It also includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements. Subrecipient must participate in training provided through, and or approved by ADH, and must develop support groups that meet monthly, at a minimum.

Under the terms of this grant, it is expected and required that qualifying sub-recipient will:

- Provide services that are equitably available and accessible to all eligible HIV/AIDS infected individuals needing services/care in the service area.
- Respond to health and support needs of all sub-populations affected by HIV/AIDS infection (i.e., women, children, adolescents, families, persons from ethnic/racial minorities, drug users, gay and bisexual males, persons with disabilities, and homeless individuals).
- Provide services so that cultural and language differences do not constitute a barrier to services.
- Follow and use all current ADH forms. All Ryan White Part B and ADAP funded services provided under this application must be in accordance with the current ADH Standards of Service, policies and procedures. ADH approved and required forms are to be used at all times.
- Complete and submit all reports in a timely manner as required by ADH.
- Develop and implement a Clinical Quality Management (CQM) Plan and Program in line with ADH CQM plan and HRSA PCN 15-02 (see section C. Clinical Quality Management).
- Maintain data by using a data management system specified by the Arkansas Department of Health. For best performance, ADH requires that any computer that accesses the data management system meet the following minimum criteria specifications: Windows 10, or Windows 10 Pro with Office 365. Devices must have robust virus and active threat protection, firewall, and network protection.

C. Clinical Quality Management

Sub-recipient agency is required to develop, implement, and evaluate a Clinical Quality Management Plan. Within 60 days of the beginning of a contract/grant period, subrecipient agency is required to submit an annual CQM Plan, using a template created by the Ryan White program. The four primary expectations for each subrecipient quality management plan are Infrastructure, Client Involvement, Performance Measurement, and Quality Improvement.

Infrastructure: At minimum, a dedicated team member should be selected to oversee and evaluate the plan.

Client Involvement: Sub-recipient is contractually required to conduct a client satisfaction survey each year and provide the results of the survey to Ryan White program staff at the end of the contract year.

Performance Measurement: Performance measures developed by HAB are used across the National Ryan White HIV/AIDS program as indicators of performance in specified areas. Subrecipients are to collect, analyze, and report performance measurement data on a quarterly basis per HRSA PCN 15-02 requirements. Sub-recipient requirements:

1. Include Viral Suppression and Annual Retention in Care measures within your plan
2. Report on these two Performance Measures in your quarterly report.
3. At least one quality improvement project ongoing always.

Quality Improvement: Subrecipient requirement:

1. Sub-recipient must determine a data driven improvement project that improves client care, client satisfaction, and/or health outcomes.
2. Must measure your baseline data, propose your improvement project and goal for improvement in your Quality Management Plan
3. Report your progress on the quarterly report.

Quarterly Report: Sub-recipient agency must submit a CQM progress report quarterly using the template provided by Ryan White. The template has the same four components that the plan template contains.

Capacity Building: Participate in trainings to enhance knowledge, skills, and methodology needed to implement quality improvement work as determined by Grantee.

Annual Site Visits: CQM activities will be monitored as part of Annual Site Visits. Time will be set aside during the annual site visit with sub-recipients to review their agencies' individual CQM plan. TA will be offered if needed.

Data Submission: Data submission is expected and necessary. Sub-recipients must adhere to monthly CAREWare data entry deadlines as they impact service-specific performance measure outcomes. Federal performance measure data is entered into CAREWare by federally funded sub-recipients across the state by the 10th of each month. Client level data to include annual screenings for Syphilis, Hepatitis C, Tuberculosis, Viral Load, and CD4 Counts must be maintained. Additionally, Sub-recipients must ensure all case management activities to include medical care and treatment data are collected and input into CAREWare for all Part B recipients. *Quarterly performance measures reflect labs and visits that occurred 365 days prior to the end of the quarter for all RWP clients.

Please note that Ryan White reserves the right to amend or change the Clinical Quality Management Plan each fiscal contract year. Sub-recipient agencies will receive notification of any changes.

1.6 BUDGET & JUSTIFICATION

- A. Applicant **must** complete the budget worksheet provided as a separate excel file and will not be included in the scoring of applications.
- B. Recipient(s) **shall** be reimbursed for allowable expenses only. Allowable expenses are those approved by ADH within the budget's itemized listing.

1.7 ISSUING OFFICER

The ADH contact name listed on page one is the sole point of contact throughout this solicitation.

1.8 RFA OPENING LOCATION

Applications submitted by the due time and date **shall** be opened at the following location:

Arkansas Department of Health
4815 W Markham Street, Room L156
Little Rock, AR 72205

1.9 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a requirement of this RFA and that vendor's agreement to and compliance with that item is mandatory.
- B. Applicant may request exceptions to NON-mandatory items. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

1.10 DEFINITION OF TERMS

The issuing officer has made every effort to use industry-accepted terminology in the competitive bid and will attempt to further clarify any point or item in question. The following acronyms will be used throughout the document.

ADH: Arkansas Department of Health
OSP: Office of State Procurement
RFA: Request for Applications

1.11 APPLICATION INSTRUCTIONS

A. Original Application Packet

1. Application Submission Requirements

- a. Applicants **shall** provide one (1) original hard copy of the Application Packet clearly marked as "Original" and **must** include:
 - Original signed Application Signature Page
 - Agreement and Compliance Pages (if applicable)
 - Proposed Subcontractors Form
 - Restriction of Boycott of Israel Certification
 - ADH-FIN-9350 Certification Regarding Lobbying Activities
 - Response to the Information for Evaluation section included in the Application Packet
 - EO 98-04 Contract and Grant Disclosure and Certification form
 - Other documents and/or information as may be expressly required in this solicitation. Label documents and/or information so as to reference the solicitation's item number.
- b. The application **must** be in the English language.

2. The following items should be submitted with the original Application Packet:

- Signed Addenda, if applicable
 - Equal Employment Opportunity Policy
 - Copy of Illegal Immigrant Certification <https://www.ark.org/dfa/immigrant/index.php/user/welcome>
 - Business Associate Agreement (AS-4001)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Budget Worksheet

1. Include the Budget Worksheet, including the hard copy and electronic copy, with the Application Packet.
2. Budget **must** be proposed in U.S. dollars and cents.

C. Additional Copies and Redacted Copy of the Application Packet

In addition to the original Application Packet, the following items should be submitted:

1. Additional Copies of the Application Packet
 - a. **Three (3)** complete hard copies (marked "COPY") of the Application Packet.
 - b. **One (1)** electronic copy of the Application Packet, preferably on a flash drive. CDs will also be acceptable.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. If ADH requests additional copies of the response, the copies **must** be delivered within the timeframe specified in the request.
2. One (1) redacted copy (marked "REDACTED") the original Application Packet, preferably on a flash drive. A CD will also be acceptable. (See Proprietary Information.)

1.12 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that applicants adhere to the following format and suggestions when preparing their response.
- B. Responses to the Information for Evaluation section of the Application Packet should be labeled to reflect the corresponding item/question (Example: E.1.A)
- C. The original Application Packet and all copies should be arranged in the following order.
 - Original signed Application Signature Page
 - Agreement and Compliance Pages
 - Proposed Subcontractors Form
 - Restriction of Boycott of Israel Certification
 - ADH-FIN-9350 Certification Regarding Lobbying Activities
 - EO 98-04 Contract and Grant Disclosure and Certification form
 - Response to the Information for Evaluation section included in the Application Packet
 - Signed Addenda, if applicable
 - Equal Employment Opportunity Policy
 - Copy of Illegal Immigrant Certification <https://www.ark.org/dfa/immigrant/index.php/user/welcome>
 - Business Associate Agreement (AS-4001)
 - Other documents and/or information as may be expressly required in this Solicitation. Label documents and/or information so as to reference the Solicitation's item number.

1.13 CLARIFICATION OF SOLICITATION

- A. Any questions requesting clarification of information contained in this RFA **must** be submitted in writing via email by **4:00 p.m.**, Central Time on or before **02/16/2023** to the ADH issuing officer as shown on page one (1) of this RFA.
 1. For each question submitted, applicant should reference the specific solicitation item number to which the question refers.
 2. Applicants' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the ADH website by the close of business on **02/20/2023**
- B. Applicants may contact the issuing officer with non-substantive questions at any time prior to the application deadline.
- C. Oral statements by ADH **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 ADH.

1.14 APPLICATION SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant Sub-Grant **must** sign the Application Signature Page included in the Application Packet.
- B. Applicant's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the response to be disqualified:
 - Additional terms or conditions submitted intentionally or inadvertently
 - Any exception that conflicts with a requirement of this RFA

1.15 AGREEMENT AND COMPLIANCE PAGES

- A. Applicant **must** sign all agreement and compliance pages relevant to the solicitation document. The agreement and compliance pages are included in the Application Packet.
- B. Submission of applicant and applicant's signature on these pages **shall** signify agreement to and compliance with all requirements within the solicitation and application.

1.16 PRIME CONTRACTOR RESPONSIBILITY

- A. A single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.17 **FUNDING ESCALATION**

- A. ADH may increase funding throughout the duration of the contract.
- B. Recipient **must** provide a revised budget reflecting the increase. ADH **shall** have the right to require additional information pertaining to the increase.
- C. ADH **must** approve of all budget revisions.

1.18 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- C. The redacted copy **shall** be open to public inspection under the Arkansas Freedom of Information Act (FOIA) without further notice to the vendor.
- D. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data, **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- E. If the State deems redacted information to be subject to Arkansas Freedom of Information (FOIA), the vendor will be contacted prior to release of the documents.

1.19 **CAUTION TO RECIPIENT(S)**

- A. Prior to any contract award, all communication concerning this solicitation **must** be addressed through ADH.
- B. Applicant **must not** alter any language in any solicitation document provided by the State.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.
- E. 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.
- F. Applicant **must** provide clarification of any information in their response documents as requested by ADH.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this solicitation.

1.20 **REQUIREMENT OF ADDENDUM**

- A. This solicitation **shall** be modified only by an addendum written and authorized by ADH.
- B. An addendum posted within three (3) calendar days prior to the application deadline and **shall** extend the due date and may or may not include changes to the Solicitation.
- C. The applicant **shall** be responsible for checking the ADH website, <http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx> for any and all addenda up to bid opening.

1.21 **QUALIFICATION AND AWARD PROCESS**

- A. Successful Recipient(s) Selection
The ranking of recipients **shall** be determined by the total score each application receives during evaluation.

B. Anticipation to Award

1. Once the anticipated successful recipient(s) have been determined, the anticipated award notification will be posted on the Department of Health Website, Grant and Bid Opportunities. The issuing officer will notify all applicants by email of the posting.
2. The anticipated award will be for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day period.
3. ADH **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the applicant's responsibility to check email for the notification of an anticipated award.

C. Issuance of a Contract

1. Any resultant sub-grant of this **shall** be subject to State approval processes which may include Legislative review.
2. The issuing officer will be responsible for award and administration of any resulting sub-grant.

1.22 MINORITY BUSINESS POLICY

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

1.23 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the applicant's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award.
- B. EEO Policies may be submitted in electronic format to the issuing officer, but should also be included as a hardcopy accompanying the solicitation response.
- C. The submission of an EEO Policy to ADH is a one-time requirement. Recipients are responsible for providing updates or changes to their respective policies, and for supplying EEO Policies upon request to other State agencies that must also comply with this statute.
- D. Vendors who are not required by law by to have an EEO Policy **must** submit a written statement to that effect.

1.24 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a sub-grant, selected recipients **must** have a current certification on file with ADH stating that they do not employ or contract with illegal immigrants.
- B. Recipients **must** complete their certification at <https://www.ark.org/dfa/immigrant/index.php/user/welcome> and should submit a hardcopy accompanying application packet.

1.25 RESTRICTION OF BOYCOTT OF ISRAEL

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

1.26 CERTIFICATION REGARDING LOBBYING

- A. The applicant will comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with awarding of any federal contract, sub-grant, loan or cooperative agreement for an award in excess of \$100,000.
- B. If the applicant has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) **shall** be completed and included with the Application Packet.

1.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- A. The recipient, as a lower tier recipient of federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions).
- B. By signing and submitting this application package, the applicant(s) understands and agrees, as defined in 45 CFR Part 76, and certifies to the best of its knowledge and belief that it and its principals:
 - Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department of agency.
 - Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

1.28 PAST PERFORMANCE

An applicant's past performance with the State may be used to determine if the applicant is "responsible." Responses submitted by applicant determined to be non-responsible **shall** be disqualified.

1.29 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this requirement may be cause an applicant to be disqualified.

1.30 PRIVACY & SECURITY REQUIREMENTS

The Contractor **shall**:

1. At all times comply with the requirements of the Arkansas Personal Information Protection Act and any other State/Federal laws, regulations, rules, and policies regarding the privacy and security of information.
2. Provide for physical and electronic security of all Protected Health Information generated or acquired by the contractor in implementation of the contract, in compliance with Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and consistent with the Business Associate Agreement executed between the parties.

1.31 RESERVATION

The State will not pay costs incurred in the preparation of an application.

SECTION 2 – APPLICANT REQUIREMENTS

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

SCOPE OF WORK

- I. To expand and maintain resources within the state for direct client core and supportive services.
- II. To provide a collaborative process for linking eligible clients to appropriate HIV case management, care retention and advocacy for access to other wraparound services that meet holistic needs of persons living with HIV.

Applicant shall submit one full application outlining their areas of interest for providing services.

-An application coversheet must be included with the original signature of the individual authorized to legally bind the application in blue ink and the packet marked "Original".

-Each application must include a one (1) page abstract. The purpose of the abstract is to provide a brief overview of the application. It should be clear, concise and specific. It should describe your organization, the scope of your project and the amount of funding being requested.

RECIPIENT REQUIREMENTS

To be eligible an applicant organization must address the following criteria:

1. Project/Work Plan

This section provides a comprehensive framework and description for all aspects of the proposed program. It should be succinct, self-explanatory and well organized so that reviewers can understand the proposed project.

- Describe your proposed program clearly.
- Provide measurable objectives with time frames and describe how state/federal goals and objectives will be met.
- Provide a logical process for documenting outcomes and success of strategies and methods.
- Provide a description of data collection capabilities.
- Describe proposed program evaluation methods.

2. Budget and narrative budget justification

Include an itemized list of requested purchases, estimated costs and a clear description of how the items will be used. All items must be justified. Include amounts for in-kind (federal and non-federal) contributions as well.

-Administration allowable items include, but are not limited to, postage, printing, advertising, travel expenses, meeting expenses, general office supplies and educational materials.

-General office supplies include equipment such as a computer with an acquisition cost of less than \$2,500.

-The Department of Health – Ryan White Part B Grants Manager must grant approval prior to the purchase of equipment. All equipment purchased with grant funds becomes the property of the ADH upon discontinuation of funding.

-A specific job description must be included for each individual who will receive payment from grant funds and any other source of funding for each position listed on the grant.

-Resumes of applicant's key program coordinator(s) and personnel.

-Percentage of Time: The application should show the percentage of time (based on a 40 hour work week) that will be spent on grant activity.

-Provide a narrative budget justification that explains the amounts requested for each line item in the budget.

The budget justification should specifically describe how each item would support the achievement of proposed objectives.

The budget period is for twelve (12) months. The budget justification must clearly describe each cost element and explain how each cost contributes to meeting the project's objectives/goals. A budget template is included for use.

- Include the following categories in the narrative budget justification:

Administration: Administrative costs may not exceed ten percent (**10%**) of the total award, including indirect costs.

a. Personnel Costs: Personnel costs should be explained by listing each staff member who will be supported from funds, name (if possible), position title, percent full time equivalency, percent funded through other funding sources, annual salary and the exact amount requested.

b. Fringe Benefits: List the components that comprise the fringe benefit rate (ex. health insurance, taxes, unemployment insurance, life insurance, retirement plans, tuition reimbursement, etc). Fringe benefits should be directly proportional to that portion of the personnel costs allocated for the project.

c. Travel: List travel costs according to local and long-distance travel. For local travel, the mileage rate, number of miles, reason for travel and staff member/consumers completing the travel should be outlined. Travel cannot exceed State per diem.

d. Supplies: List the items that the project will use. In this category, separate office supplies from other non-medical/HIV case management purchases. Educational supplies may be pamphlets and educational videotapes. Microsoft Office 2010 or newer software is required.

Supportive Services: HIV case management, care coordination, including housing & health assessments, etc. This category may amount up to but not exceed **46%** of total budget, unless otherwise authorized by ADH. Personnel costs should be explained by listing each staff member to be supported from funds, name (if possible), position title, percent full time equivalency, percent funded through other funding sources, annual salary and the exact amount requested. Where feasible, case management for Ryan White Part B clients may be funded through some source other than RW Part B award (e.g. other Ryan White Parts grant funds).

1. **Nonmedical Case Management:** provision of advice and assistance in obtaining medical, social, community, housing, and other needed services. Does not involve coordination and follow-up of medical treatments, as medical case management does. Include activities such as, but not limited to activities itemized and described on page 4. (Please refer.)

2. **Fringe:** List the components that comprise the fringe benefit rate (ex. health insurance, taxes, unemployment insurance, life insurance, retirement plans, tuition reimbursement, etc). Fringe benefits should be directly proportional to that portion of the personnel costs allocated for the project.

3. **Supplies:** List the items that the project will use. In this category, separate office supplies from other nonmedical/HIV case management purchases. Educational supplies may be pamphlets and educational videotapes. Microsoft Office 2010 or newer software is required.

4. **Travel:** List nonmedical case management-related travel costs according to local and long distance travel. For local travel, the mileage rate, number of miles, reason for travel and staff member/consumers completing the travel should be outlined. Travel cannot exceed State per diem.

5. **Medical Transportation:** conveyance services provided directly or through a voucher to a client so that he or she may access health care services. This may include gas cards to purchase gasoline. Subrecipient will maintain records of all transportation vouchers or bus tickets/passes provided to beneficiaries, and utilize all purchased vouchers or passes during the program year in which they were purchased.

6. **Linguistic Services:** Arrange and allow for provision of language interpretation or translation personnel who may accompany HIV positive clients who have limited English proficiency (LEP).

7. **Outreach/Education:** Identification of people with undiagnosed HIV disease or identification of those who know their status but are not in care. Does not include HIV counseling and testing or HIV prevention education. Services may prioritize high-risk communities or individuals.

8. **Food Bank/Home-Delivered Meals:** provision of actual food or meals. It does not include finances to purchase food or meals. The provision of essential household supplies, such as hygiene items and household cleaning supplies, may be included in this item. This also includes vouchers to purchase food.

9. **Psychosocial Support:** provision of support and counseling activities, neglect counseling, HIV support groups, caregiver support, and bereavement counseling. They may also include nutrition counseling provided by a nonregistered dietitian, but they exclude the provision of nutritional supplements.

10. **Other (Specify):** This budget category is optional, but activities must be specified (example: Rent). Put all costs that do not fit into any other category into this category and provide an explanation of each cost in this category.

Core Services Requirements: This category may amount up to but not exceed 44% of total budget, unless otherwise authorized by ADH.

Submissions in response to this RFA must include the following components:

1. MCM Personnel: Medical case management includes activities as itemized and described on page 4-5. (Please refer.)
2. Fringe: List the components that comprise the fringe benefit rate (ex. health insurance, taxes, unemployment insurance, life insurance, retirement plans, tuition reimbursement, etc). Fringe benefits should be directly proportional to that portion of the personnel costs allocated for the project.
3. Travel: List travel costs according to local and long distance travel. For local travel, the mileage rate, number of miles, reason for travel and staff member/clients completing the travel should be outlined. Travel cannot exceed State per diem.
4. Health Insurance Premium & Cost Sharing (HIP): Provide Health Insurance Premium and Cost Sharing Assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, co-payments, and deductibles.
5. Medical Nutrition Therapy (MNT): Nutritional services and nutritional supplements provided by a registered, licensed dietitian outside of a primary care visit.
6. Oral Health-Gap Filling: Provide oral health services including diagnostic, preventive, and therapeutic services when there is a gap in services provided directly by ADH
7. Substance Abuse-Outpatient: provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol, and/or legal and illegal drugs) in an outpatient setting, rendered by a physician or under the supervision of a physician, or by other qualified personnel.

3. Organizational Capacity

As part of this application process all applicants should **note clearly:**

- Experience with financial administration of federal and state funds.
- Knowledge of federal and state laws and regulations regarding effective control over and accountability for all funds, property and other assets, and assurance that they are used solely for authorized purposes (including Circular A-102).
- A financial management system as described in **45 CFR 92.20**. www.access.gpo.gov/nara/cfr/waisidx_00/45cfr92_00.html that provides for adequate financial reporting, adequate accounting records, effective internal controls, budget control, monitoring of allowable costs, maintenance of source documentation and appropriate cash management).
- Applicants are required to maintain a financial management system that will identify the receipt and expenditure of funds and will record expenditures by the budget cost categories in the approved budget. This requires establishing a separate set of accounts for the contract within the chart of accounts and general ledger. In order to ensure the fiscal integrity of accounting records, the contractor must utilize an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.
 - No amounts received under the contract will be used to purchase or improve land, or to purchase, construct, or permanently improve any building or other facility, or to make cash payments to intended recipients of services.
 - Fiscal responsibilities must be clearly identified and there must be a separation of responsibilities between programmatic and fiscal management and appropriate separation of fiscal functions to provide effective fiscal control.
- **Funding Reserve:** Applicants must have sufficient resources or funding, independent of this agreement, to ensure the organization's ability to deliver services under an actual cost reimbursement method up to sixty (60) days from the date of submission of an invoice. No advanced payments will be made. It is important that applicant's organizational structure provide for the following:

- Board of Directors: Private non-profit organizations applying for this grant must have an active Board of Directors.
- Administrative/Executive staff
- Fiscal staff
- Data management staff, and
- Program staff (Nonmedical and medical Case managers)

4. Applicant's Experience

Experience with:

- HIV/AIDS impact.
- Ryan White HIV/AIDS Programs and activities.
- Homelessness Prevention services.
- HIV Outreach, counseling and testing.
- HIV/AIDS Program priority populations.
- Resources that are useful in uplifting HIV/AIDS priority populations, including trainings, education, etc.
- Collaboration with HIV prevention and homelessness prevention initiatives in the past two (2) years.
- Collaboration with HIV care and case management services.
- Collaboration with and promoting of ending the HIV epidemic (EHE) activities in Arkansas.

5. Collaborative Relationships

- Description of your collaborative relationships with community leaders, providers, organizations and government agencies serving HIV/AIDS program target populations.
- Two (2) letters of support from local entities.
- Signed copies of any Memorandum of Agreement held with collaborative partners or entities.
- A list of community partners should be provided on the form included as Attachment # 07.

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 APPLICATION SCORE

- A. ADH will review each Application Packet to verify submission requirements have been met. Application Packets that do not meet submission requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed evaluation committee will evaluate and score qualifying applications. Evaluation will be based on applicant's response to the Information for Evaluation section included in the Application Packet.
 1. Members of the evaluation committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each evaluation criteria will be based on the following Scoring Description.

| Quality Rating | Quality of Response | Description | Confidence in Proposed Approach |
|----------------|---------------------|--|---------------------------------|
| 5 | Excellent | When considered in relation to the RFA evaluation factor, the application squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good. | Very High |
| 4 | Good | When considered in the relation to the RFA evaluation factor, the application squarely meets the requirement and is better than merely acceptable. | High |
| 3 | Acceptable | When considered in relation to the RFA evaluation factor, the application is of acceptable quality. | Moderate |

| | | | |
|---|--------------|---|---------------|
| 2 | Marginal | When considered in relation to the RFA evaluation factor, the application's acceptability is doubtful. | Low |
| 1 | Poor | When considered in relation to the RFA evaluation factor, the application is inferior. | Very Low |
| 0 | Unacceptable | When considered in relation to the RFA evaluation factor, the application clearly does not meet the requirement, either because it was left blank or because the application is unresponsive. | No Confidence |

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

C. The Information for Evaluation section has been divided into sub-sections.

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

| Information for Evaluation Sub-Sections | Maximum Raw Points Possible | Sub-Section's Weighted Percentage | * Maximum Weighted Score Possible |
|--|-----------------------------|-----------------------------------|-----------------------------------|
| E.1 Proposal Narrative | 20 | 50% | 400 |
| E.2 Organizational Capacity | 20 | 20% | 200 |
| E.3 Project (Work) Plan | 35 | 50% | 300 |
| E.4 Applicant's Experience and Collaborative Relationships | 25 | 20% | 100 |
| Response Score | | 100% | 1000 |

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

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

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

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

E. Applicant's weighted scores for sub-sections will be added to determine the Total Score for the Application.

- F. Applications that do not receive a minimum weighted score/subtotal of 450 may not move forward in the solicitation process.

3.2 ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Applicant **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of an Application Packet signifies the applicant understands and agrees that subjective judgments will be made during the evaluation and scoring of the responses.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:
Norvell Bass, Jr.
4815 W Markham, Slot 33
Little Rock, AR 72205
Norvell.Bass@arkansas.gov
- Final invoices **must** be submitted to (ADH) within thirty (30) calendar days of contract expiration.
- B. Pursuant to Arkansas Code Annotated 19-4-206, the agency **shall** certify that services have been performed or the goods received prior to payment being authorized and processed.
- C. Additional documentation may be required when submitting invoices for payment.

4.2 USE OF FUNDS

- A. Funds **must** be used to meet requirements of the sub-grant.
- B. Funds may not be used for items not identified on the budget with a budget adjustment request and/or prior approvals.

4.3 CONDITIONS OF CONTRACT

- A. Recipient(s) **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. Recipient(s) **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of recipient-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The recipient **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any recipient-owned items.
- B. The recipient's liability for damages to the State **shall** be limited to the value of the sub-grant. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the contract. The recipient and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by

other specific provisions of the contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the contract.

- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 RECORD RETENTION

- A. The applicant **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. 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, for a period of five (5) years from the date this sub-grant expires, or if an audit is pending at the end of the five-year period, until resolution of the audit. Department access to all books, records, and other documents will be according to the procedures outlined in Section VIII, A, of this sub-grant. HIPAA-related records will be retained for a minimum of six (6) years from the date of sub-grant expiration.

4.6 ACCESS TO RECORDS

The recipient will grant access to its records upon request by duly authorized representatives of state or federal government entities. Access will be given to any books, documents, papers, or records of the recipient related to any services performed under the sub-grant.

4.7 CONFIDENTIALITY

- A. The applicant, applicant's subsidiaries, and applicant'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 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.

4.8 CONTRACT INTERPRETATION

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

4.9 LEGISLATIVE REVIEW

- A. Act 1032 of 1999 specifies that no state agency shall award any discretionary sub-grant that exceeds \$10,000.00 prior to review by the Arkansas Legislative Council or the Joint Budget Committee.
- B. If the state agency determines that an emergency exists the state agency may award the sub-grant prior to review, and shall immediately notify the Legislative Council or Joint Budget Committee as to the facts constituting the emergency.
- C. All non-discretionary sub-grants are exempt from review.
- D. Certain discretionary sub-grants are exempt from review. These include:
- sub-grants to another governmental entity such as a state agency, public educational institution, federal governmental entity or body of a local government
 - disaster relief sub-grants
 - sub-grants identified by the Arkansas Legislative Council to be exempt
 - sub-grants deemed to contain confidential information that would be in violation of disclosure laws
 - sub-grants for scholarship or financial assistance award to or for a post-secondary student

4.10 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the recipient fails to perform its obligations under it by giving the recipient written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the recipient in writing of the reasons why the State is

considering cancelling the contract and provide the recipient with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.

- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Recipient written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the recipient has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the recipient may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.11 **SEVERABILITY**

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of an application or any and all applications, to waive minor technicalities, and to award the sub-grant to best serve the interest of the State.
 3. **APPLICATION SUBMISSION:** Application Packets **must** be submitted to the Arkansas Department of Health on or before the date and time specified. The Application Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Solicitation*. The application **must** be typed or printed in ink. The signature **must** be in ink. Unsigned applications **shall** be disqualified. The person signing the application should show title or authority to bind his firm in a contract. Late applications **shall not** be considered under any circumstances.
 4. **FORCE MAJEURE:** Neither party will be held responsible for the delay or failure to perform any part of this sub-grant when such delay or failure to perform any part of this sub-grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
 5. **STATE AND FEDERAL LAWS:** Performance of this sub-grant by the recipient and the Department **must** comply with state and federal laws, rules, and regulations. If any statute or regulation is enacted which requires changes in this sub-grant, the recipient will receive notification of the required changes. This sub-grant shall then be amended.
 6. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** The recipient will comply with all applicable provisions of the following federal regulations related to nondiscrimination, both in service delivery to clients and in employment, including, but not limited to, the following:
 - Title 45 Code of Federal Regulations
 - Part 80 (Nondiscrimination on the Basis of Race or Sex)
 - Part 84 (Nondiscrimination on the Basis of Handicap)
 - Part 90 (Nondiscrimination on the Basis of Age)
 - Americans with Disabilities Act of 1990, U.S.C. Section 12101 et. Seq.
 - Title 28 Code of Federal Regulations
 - Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services)
 - Title 41 Code of Federal Regulations
 - Part 60-74 (OFCCP: Affirmative Action Regulations on Handicapped Workers)

ADH will furnish a copy of these regulations to the recipient upon request.
 7. **CONFIDENTIALITY OF CLIENT RECORDS:** The recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian, or legal representative.
 8. **LIMITATION OF THE DEPARTMENT'S OBLIGATION TO PAY:** The Department is not obligated to make payment under this sub-grant if the Department does not receive sufficient monies from the funding source(s) designated in this sub-grant to fund said

obligations and other obligations of the Department, or is not given legal authority from the Arkansas Legislature to expend these funds. The Department is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.

- 9. PAYMENT FROM DEPARTMENT CONSIDERED PAYMENT IN FULL:** Payment received from the Department under this sub-grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.
- 10. AUDIT REQUIREMENT:** For awards in excess of \$300,000.00 a current audit report is due. Recipient shall comply with the ADH audit requirements as outlined in Arkansas Department of Health "Audit Guidelines."

Arkansas Department of Health
Internal Audit Section
4815 West Markham Street, Slot 54
Little Rock, AR 72205-3867

- 11. DEPARTMENTAL RECOVERY OF FUNDS:** The Department shall seek to recover funds not utilized in accordance with the terms and conditions of this sub-grant.
- 12. AMENDMENTS:** Any amendment to this sub-grant shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the Arkansas Department of Health. Recipient and Department acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this agreement and that this writing constitutes the entire agreement.
- 13. AWARD:** Term Contract: A contract award will be issued to the successful recipient. 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 vendor.
- 14. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.
- 15. PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 16. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 17. CLAIMS:** Only those claims for costs and services specifically authorized under this sub-grant will be allowed by the Department. Any work performed, material furnished, or costs incurred not covered by this sub-grant shall be solely the responsibility of the Recipient.
- 18. CANCELLATION:** In the event the State no longer needs the commodities or services specified for any reason (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.

- 19. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
- 20. ETHICAL STANDARDS:** Pursuant to Arkansas Code Annotated §19-11-708(a-c), it **shall** be breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.
- 21. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Application Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of

this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

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