



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

## REQUEST FOR APPLICATION

SOLICITATION INFORMATION			
RFA Number:	DH-24-0032	RFA Issued:	June 11, 2024
Sub-Grant Description:	Ending the HIV Epidemic Community Organization Initiatives		
Agency:	AR Department of Health-Center for Health Protection, Infectious Disease Branch		

APPLICATION DEADLINE	
Application Deadline Date/Time:	June 27, 2024, No Later Than 2:00pm Central time
Applications received after the designated date and time may be rejected as untimely. It is the responsibility of respondents to submit applications at the designated location on or before the deadline.	

DELIVERY OF RESPONSE DOCUMENTS			
Sealed applications may be mailed or hand-delivered to the following locations:			
Mailing Address:	Arkansas Department of Health Attn: Tim O'Brien 4815 W Markham Street, Slot #58 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, L163 Little Rock, AR 72205		
Response's Outer Packaging:	Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If outer packaging of the response submission is not properly marked, the package may be opened for identification purposes. <ul style="list-style-type: none"><li>• RFA number</li><li>• Application Date/Time</li><li>• Applicant's name and return address</li></ul>		
ARKANSAS DEPARTMENT OF HEALTH CONTACT INFORMATION			
Issuing Officer:	Tim O'Brien	Phone Number:	(501) 534-6275
Email Address:	timothy.obrien2@arkansas.gov	Alternate Number:	(501) 747-9132
ADH Website:	<a href="https://www.healthy.arkansas.gov/programs-services/topics/grant-and-bid-opportunities">https://www.healthy.arkansas.gov/programs-services/topics/grant-and-bid-opportunities</a>		

## **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 meet grant funding deliverables of the Health Resources and Services Administration (HRSA) funding award to ensure at least 25% of the total funds directed to the local Ending the HIV Epidemic (EHE) jurisdiction supporting planning and implementation of EHE activities with a focus on providing in statewide linkage to care, nutritional assistance solutions and emergency financial assistance (EFA) supportive services to persons living with HIV.

### **1.2 BACKGROUND**

The federal Ending the HIV Epidemic in the U.S. (EHE) initiative is an ongoing effort to reduce the number of new HIV infections in the United States by at least 90% by 2030. In February 2020: HHS awarded \$117 Million to End the HIV Epidemic in the U.S., which included:

- nearly \$54 million to 195 health centers with service delivery sites in geographic locations identified by the EHE initiative, and
- approximately \$63 million to 60 HIV/AIDS Bureau EHE recipients to link people with HIV who are either newly diagnosed or are diagnosed but currently not in care, to essential HIV care and treatment and support services, as well as to provide workforce training and technical assistance.

Through the Health Resources and Services Administration (HRSA) Ryan White HIV/AIDS Program and Health Center Program, the agency has a leading role in helping diagnose, treat, prevent, and respond to end the HIV epidemic in the U.S. The State of Arkansas is one of the EHE initiative geographic locations funded by HRSA to implement activities within the state for meeting the EHE initiative key strategies for serving persons living with HIV.

### **1.3 GRANT PERIOD**

- A. The anticipated initial term is anticipated to be from August 1, 2024- February 28, 2025.
- B. Upon mutual agreement between the applicant and the agency, the sub-grant agreement may be renewed for up to six (6) additional one-year terms or portions thereof contingent upon appropriation of funding and approvals.
- C. Total agreement term, including any amendments and/or possible extensions, will not exceed seven (7) consecutive years.

### **1.4 AVAILABLE FUNDING**

- A. Maximum amount of funding available for award is \$500,000 to one or more applicant(s) based on proposed application budgets.
- B. Funding is contingent upon the review and acceptance of the application.
- C. Funds **must** be used in accordance with the budget as approved.
- D. ADH reserves the right to determine allowable and non-allowable costs.
- E. Prior to award, ADH may increase the amount of funding in efforts to maximize program support. Recipient(s) **must** submit a revised budget worksheet reflecting changes.

### **1.5 ELIGIBILITY & FUNDING REQUIREMENTS**

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

- A. Should have an established linkage to care model for immediate service utilization upon contract initiation.
- B. Should have key leadership personnel familiar with Ryan White legislative policies, and the ability to independently implement and oversee the provided ADH EHE policies and procedures within their organization. This includes but is not limited to training; data collection, input, evaluation, reporting, and presentation; and program quality assurance.

- C. Should have key fiscal/financial personnel employed within the organization with experience in managing state contracts; developing financial reports and audit inquiries; budgeting and invoicing; inventory control; and ensuring appropriate utilization of funding for purposes as contracted.
- D. Should have dedicated information technology (IT) personnel that will be designated as the EHE database coordinator for ensuring access and functionality of the EHE Program's Careware database system, providing Careware training to the organization's personnel, performing data quality assurances, and data reporting to the EHE Program.
- E. Applicants applying for the emergency financial assistance (EFA) services component should have key leadership personnel with working knowledge and experience with the Housing Opportunities for Persons w/ AIDS Program (HOPWA).
- F. Applicants applying for linkage to care and EFA component must submit letters of support from three organizations/stakeholders that provide HIV medical care and/or supportive services.
- G. Awarded applicant(s) must have personnel employed through the sub-recipient contract to complete the Infectious Disease Branch Syndemic Training within 60 days of employment.
- H. Positions or roles outlined in the applicant's proposal and budget for funding must have appropriate licensure and/or certification as required by Arkansas law. Documentation must be submitted to the program upon awarding and annually.
- I. Funded applicants must attend and participate in meetings and trainings (fiscal and programmatic) required by the ADH EHE program.
- J. 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 payment will be made.
- K. Funded applicant must ensure mechanisms within their system for reporting data to the ADH EHE program and ensure timely submission of reporting as outlined by the EHE Program.
- L. All personnel employed to manage, oversee, and/or provide direct client support must complete the ADH Infectious Diseases Branch, CDC-required Security, and Confidentiality Training module and receive certification annually.
- M. Funded applicants must comply with the ADH EHE Program's procedures for completion of annual HRSA-mandated programmatic and financial site audits. Audits are normally scheduled with funded recipients; however, the ADH EHE Program does reserve the right to visit project locations unannounced.

#### 1.6 **BUDGET & JUSTIFICATION**

- A. Applicant shall include a complete proposed budget in sufficient itemized detail to clearly demonstrate all proposed reimbursable expenses. Include any written justification necessary.

**NOTE:** Budget Worksheet provided in Application Packet (page 9 of 120)

Budget Worksheet available in Excel and Word format upon request. Contact issuing officer.

- 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 issuing officer 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 L163  
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
- RFA: Request for Applications
- EFA: Emergency financial assistance
- EHE: Ending the HIV Epidemic
- HRSA: Health Resources and Services Administration

**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
  - Response to the Information for Evaluation section included in the Application Packet
  - Budget Worksheet, proposed in U.S. dollars and cents
  - Proposed Subcontractors Form
  - FIN-9350 Certification Regarding Lobbying
  - EO 98-04 Contract and Grant Disclosure and Certification form
  - Combined Form for Boycotts and Illegal Immigration Certifications
- b. The application **must** be entirely in the English language.
2. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

**B. Additional Copies and Redacted Copy of the Application Packet**

In addition to the original Application Packet, the following items **shall** 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 accepted.
  - 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 CLARIFICATION OF SOLICITATION**

- A. Any questions requesting clarification of information contained in this RFA should be submitted in writing via email to the issuing officer shown on page .

**1.13 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

**1.14 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 request additional information pertaining to the increase.
- C. Budget revisions are not valid until approved by ADH.

**1.15 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.

**1.16 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.

**1.17 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 emailed to all applicants and/or posted on the ADH website.

2. It is the applicant's responsibility to check email and/or the website for the notification of an anticipated award.
3. Any resultant sub-grant agreement of this Request For Applications **shall** be subject to State approval processes which may include Legislative review.

#### **1.18 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.

#### **1.19 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.

#### **1.20 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.

#### **1.21 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.
3. If required, prior to award, the contractor **must** sign a Business Associate Agreement.

#### **1.22 RESERVATION**

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

## **SECTION 2 – APPLICANT REQUIREMENTS**

### **2.1 SCOPE OF WORK**

The ADH EHE Program is seeking the partnership of community-based organization(s) and other vendors to provide the following HRSA Ryan White funded supportive services statewide. Organizations **cannot** apply for more than two of the supportive services categories.

The core element for linkage to care is medical transportation. Medical transportation is defined by HRSA as the provision of non-emergency transportation that enables an eligible client to access or be retained in core medical and support services. Medical transportation may be provided through:

- Linkage to Care: This area of innovation and implementation should be developed for the establishment of a model within the state for people who are living with HIV and need transportation assistance to HIV care appointments and HIV supportive services appointments that may not require medical treatment and services.

Unallowable costs include:

- Direct cash payments or cash reimbursements to clients
- Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle.
- Any other costs associated with a privately owned vehicle such as lease, loan payments, insurance, license, or registration fees.

The ADH EHE Program will fund an applicant to implement a statewide linkage-to-care model that includes medical and non-medical transportation for persons living with HIV to medical appointments and supportive services appointments that may not require medical services and treatment. The organization's model must include the following:

- processes for transportation scheduling electronically and by phone
- processes for transportation confirmation electronically and by phone
- processes for tracking, monitoring, and documenting transportation services internally and within the EHE Program's database system
- processes for distribution and awareness of transportation services information and availability to persons living with HIV and to HIV organizations/stakeholders.
- ability to purchase fleet inventory approved by the Program for purchase for implementation of the transportation model's infrastructure.
- ability to ensure safe parking space location, continued insurance coverage, maintenance, upkeep, and state registration of fleet inventory.
- processes for ensuring all personnel, contracts, and volunteers have valid Arkansas driver's licenses.
- Should have dedicated personnel that will be responsible for ensuring that all services provided under EHE funding are documented and entered into the Careware database within 24 hours of services being rendered.

Emergency Financial Assistance (EFA) is defined as providing limited one-time or short-term payments to assist a client with an urgent need for essential items or services necessary to promote or improve health outcomes, including utilities, housing, food, transportation, medication not covered by the AIDS Drug Assistance Program, or another HRSA allowable cost needed to improve health outcomes. EFA must occur as a direct payment to an agency. Direct cash payments to clients are NOT permitted.

The ADH EHE Program will fund an applicant to implement a statewide EFA model for providing utilities and housing supportive assistance to persons living with HIV. The organization's model must include the following:

- processes for review and confirmation of client housing contracts (mortgages, lease agreements, etc.)
- process for review and confirmation of client utility accounts
- processes for direct payment of housing costs to landlords and/or mortgage companies
- process for direct payment of utilities to companies
- process for referring or transitioning clients to the State's long-term housing resources through the local housing authority and/or the Housing Opportunities for Persons with AIDS Program (HOPWA).
- Should have dedicated personnel that will be responsible for ensuring that all services provided under EHE funding are documented and entered into the Careware database within 24 hours of services being rendered.

Home Delivered Meals/Nutritional Food Services per HRSA refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following:

- Personal hygiene products
- Household cleaning supplies
- Water filtration/purification systems in communities where issues of water safety exist

Direct cash payments to clients are not permitted; therefore, ADH EHE Program will fund an applicant to implement a statewide Home Delivered Meals/Nutritional Food Services model for providing food and other non-food essentials items for supportive assistance to persons living with HIV. The organization's model must include one or both of the following:

- Ability to provide a non-branded food voucher card (no Visa, Mastercard, etc. logo) that will allow for purchasing food items and/or select essential non-food items.
- Ability to provide home-delivered meals.
- processes for ADH to review assistance that has been provided to clients for monitoring and tracking purposes.
- process for review and confirmation of order delivery, food voucher card activation
- process for ensuring that all items ordered are compliant with guidelines (to ensure only allowable items) set forth by the EHE program.
- process for reporting data utilization to the EHE Program

## **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 the 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 the 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	15	20	300
E.2 Organizational Capacity	20	25	500
E.3 Work Plan	10	20	200
<b>Response Score</b>	<b>45</b>		<b>1000</b>

\*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.

### 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. Invoice submittals to be discussed with successful applicants.
- B. Final invoices **must** be submitted to (ADH) within thirty (30) calendar days of contract expiration.

- C. 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.
- D. 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.