

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

REQUEST FOR APPLICATION

SOLICITATION INFORMATION			
RFA Number:	DH-24-0034	RFA Issued:	June 06, 2024
Sub-Grant Description:	Title V State Sexual Risk Avoidance Education (SRAE) Program		
Agency:	Arkansas Department of Health, Division for Health Advancement		

APPLICATION DEADLINE	
Application Deadline Date/Time:	June 27, 2024, By 2:00 pm Central Time
<p>Applications shall not be accepted after the designated date and time. It is the responsibility of respondents 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.</p>	

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 Procurement Support Branch 4815 W Markham Street, L163 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">• RFA 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.obrien2@arkansas.gov	Alternate Number:	501-747-9132
ADH Website:	https://www.healthy.arkansas.gov/programs-services/topics/grant-and-bid-opportunities		

SECTION 1 – PROGRAM OVERVIEW

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

1.1 PURPOSE

The purpose of this RFA is to award Title V State Sexual Risk Avoidance Education (SRAE) Program funds to one applicant. The successful applicant will provide all program requirements in-house or they may choose to contract with other capable entities to provide the program requirements. The recipient will work in partnership with the Arkansas Department of Health's Division of Health Advancement (ADH/DHA). The funding will assist organizations in implementing education programs focused solely on sexual risk avoidance, with the ultimate goal of postponing sexual activity, reducing teen births, repeat teen births, and sexually transmitted infections among Arkansas youth aged 10 to 19 years old. Funds can only be used for a program designed to educate adolescents to teach young people how to focus on the future, set goals, make healthy decisions, take personal responsibility, regulate themselves, and avoid risk behaviors like drug and alcohol use, without normalizing sexual activity among teenagers.

Funds will be used to support the Sexual Risk Avoidance Education that replicate effective, evidence-based program models (See Appendix A) that have been proven, based on scientific research, to change behavior, therefore delaying sexual activity. Successful applicants will use evidenced-based models listed on page 12 in Appendix A. In addition, the project must seek to achieve the following goals:

- 1) Implement curricula and/or strategies that provide medically accurate and comprehensive information based on adolescent learning and developmental theories for the age group receiving the education.
- 2) Ensure that the SRAE curricula and/or strategies selected are culturally appropriate and recognize the experiences of youth from diverse communities, backgrounds, and experiences.
- 3) Teach SRAE skills through methods that promote healthy behaviors and responsible decision-making, while avoiding the normalization of teen sexual activity.
- 4) Focus on youth aged between 10 to 19, in order to provide the necessary education and support during their formative years.

The Arkansas Department of Health will provide administrative oversight regarding applicant compliance with SRAE grant mandates, terms, and conditions. The applicant will ensure that all contracted entities remain in full compliance with all grant terms and conditions for the duration of the sub-grant agreement. The successful applicant will provide technical assistance, evaluation, coordination, management, as well as oversight of program implementation and approved SRAE grant activities.

1.2 BACKGROUND

The Arkansas Department of Health (ADH) has issued a Request for Application (RFA) to obtain applications for funding for the Title V State Sexual Risk Avoidance Education (SRAE) Grant Program. This grant program is a crucial component of ADH's comprehensive approach to adolescent well-being, aimed at supporting Arkansas youth in developing and navigating healthy relationships while making informed decisions that reduce rates of teen pregnancy and sexually transmitted infections (STIs), including HIV.

The Title V State SRAE Grant Program follows a Positive Youth Development (PYD) framework, which focuses on promoting healthy behaviors and reducing risk factors that may lead to negative outcomes. The program aims to help participants develop healthy life skills, increase individual protective factors, make healthy decisions, engage in healthy relationships, and set goals that lead to self-sufficiency and marriage before engaging in sexual activity.

The program curricula are designed to teach youth personal responsibility, self-regulation, goal setting, healthy decision-making, a focus on the future, and the prevention of youth risk behaviors such as drug and alcohol use, without normalizing teen sexual activity. The program's approach is based on the latest research and evidence-based practices, ensuring that the program is effective in achieving its goals.

Overall, the Title V State SRAE Grant Program is an essential initiative that helps Arkansas youth make informed choices, develop healthy behaviors, and build positive relationships that will have long-lasting benefits for their overall well-being.

The Title V State Sexual Risk Avoidance Education (SRAE) Program is a federally funded initiative that aims to provide education on sexual risk avoidance. It is managed by the U.S. Department of Health and Human Services' Administration for Children and Families and is authorized and funded by Section 510 of the Social Security Act (42 U.S.C. § 710). This program was recently extended by the CARES Act, 2020 (Pub. L. No. 116-136) to enable states, territories, or other entities to implement education exclusively on sexual risk avoidance. To learn more about this program, please visit https://www.ssa.gov/OP_Home/ssact/title05/0510.htm.

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1.3 **GRANT PERIOD**

- A. The anticipated initial term is anticipated to be from. October 1, 2024-September 30, 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. The maximum amount of funding is anticipated to be \$711,695.00 to a single recipient.
- B. Funding is contingent upon review and acceptance of 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 the award, ADH may increase the amount of funding in efforts to maximize program support. Applicant **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. Applicant/coalition can be a public or private, non-profit, or other community organization with a single fiduciary.

Documentation Requirement for Non-Profit: Certification from the State of Arkansas, Office of Secretary of State, **or** a letter from the Department of the Treasury, Internal Revenue Service (IRS) classifying the applicant as a private, non-profit organization.

- B. Funds may be used to cover the costs of personnel, consultants, equipment, supplies (including curriculum materials), grant-related travel, and other grant-related costs. Additional allowable costs include usual and recognized overhead, including indirect rates for all consortium organizations that have a federally approved indirect cost rate (copy required).

- C. Funds **may not** be used for:

- Lobbying purposes, fundraising activities, or political education. Lobbying includes any effort to influence legislative action, including local ordinances. Positions supported with PREP funds cannot be lobbyists.
- Building alterations, renovations, or construction.
- To supplant or replace current public or private funding.
- To supplant on-going or usual activities of any organization involved in the project.
- To purchase or improve land, or to purchase, construct, or make permanent improvements to any building.
- To reimburse pre-award costs

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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. (Appendix B page 13)
- 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

Tim O'Brien

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. Applicants may request exceptions to NON-mandatory items. The 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
SRAE: Sexual Risk Avoidance Education
PYD: Positive Youth Development

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, on a flash drive.

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 buyer.

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. Recipients **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, except for 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. Applicants **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 RFA **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 more than \$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 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. 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 successful recipient will be responsible for providing the Sexual Risk Avoidance Education Grant Program in Arkansas by direct service provision or implementation of the program may be conducted through the use of subgrants awarded to schools and/or community organizations.

Applications submitted in response to this Request for Applications (RFA) must focus on serving youth ages 10-19 years old residing in each of the five geographical regions in the state. Priority must be given to groups with statistical evidence of risk factors, such as high rates of teen birth and sexually transmitted infections. Concurrent risk factors, such as poverty, low graduation rates, and substance abuse, must be considered as meaningful contexts for increased sexual risk. Proposals must also include education for parents or significant adults in the lives of youth within the proposed geographical areas.

To ensure the Sexual Risk Avoidance Education (SRAE) programs' effectiveness, applicants may select evidence based SRAE programs that align with the youth's needs, assets, and interests. However, these programs must be successful, reliable, and broadly applied across diverse populations and locations. Furthermore, prevention programs should be age-appropriate, medically accurate, evidence-based, inclusive, and accessible to participants of all races, ethnicities, classes, and identities. These requirements must be met to ensure that the programs effectively reduce sexual risk among youth.

The selected applicant will:

1. Design and implement a program to educate, encourage, and foster peer support of decisions to delay sexual activity; and educate parents about how to help their children avoid premarital sexual activity.
2. Describe how it will consider the specific cultural barriers, challenges, and strengths unique to the targeted youth population; and will be required to add a component that teaches tolerance to strive to be inclusive of and non-stigmatizing toward this population.
3. Collaborate and/or partner with existing organizations and entities that work with adolescents to strengthen community efforts on behalf of the target population.
4. Describe how it will engage community groups and organizations as full partners to accomplish the required work.
5. Describe the number of youths expected to be served by this program and the cost-per-child served; a "child served" is defined as a child who has completed the proper dosage of services.
6. Monitor the implementation of all approved program activities to facilitate the delivery of evidence-based programs with fidelity.
7. Describe how it will monitor, track and report all outlined elements pertaining to SRAE program requirements.
8. Ensure compliance with, coordination of, technical assistance, and evaluation for all selected sub-grantee(s) it contracts with regarding program implementation of approved SRAE grant activities.
9. Describe how it will monitor, track, report and provide technical assistance to all sub-grantee(s) its sub-grantee with regarding program implementation of approved SRAE grant activities.

2.2 Requirements and Commitments

The selected applicant will be required to:

- Attend mandatory training workshops and conferences. Sub-grantee must budget the cost of sending one key staff person to attend 1) the three-day national SRAE grantee meeting **and** a minimum of two of three SRAE Topical training sessions offered each year (locations to be determined).
- In accordance with the Title V State SRAE legislation, programs must also use evidence-based programs and are highly encouraged to choose evidence-based sexual risk avoidance programs also address the following topics:
 - a. The holistic, individual, and societal benefits associated with personal responsibility, self-regulation, goal setting, healthy decision-making, and a focus on the future.
 - b. The advantage of refraining from non-marital sexual activity to improve the future prospects, and physical and emotional health of youth.
 - c. The increased likelihood of avoiding poverty when youth attain self-sufficiency and emotional maturity before engaging in sexual activity.
 - d. The foundational components of healthy relationships and their impact on the formation of healthy marriages and safe and stable families.
 - e. The effect of other youth risk behaviors, such as drug and alcohol usage, on increasing the risk for sex.
 - f. Strategies on how to resist and avoid, and receive help regarding, sexual coercion and dating violence, recognizing that—even with consent—sex remains a youth risk.
 - g. Monitoring and reporting on program implementation and outcomes through performance measures (data collection). The U.S. Department of Health and Human Services (HHS) plans to develop performance measures that could be uniformly collected across grantees. HHS will distribute the final performance measures by the end of the first grant year. Grantees will be required to report on these measures. Categories of performance measures required to track are:
 - Output Measures (i.e., numbers of youth served including age groups 10-14 and 15-19 years, race & ethnicity; hours of service delivery).
 - Fidelity/Adaptation (full program models are to be replicated with fidelity; adaptations should be minimal, such as updating statistics, increasing interactive learning activities, or tailoring to learning/development level)
 - Implementation and Capacity Building (i.e., community partnerships, competence in working with identified population)
 - Outcome Measures (i.e., behavioral, knowledge and intentions)

Sub-grantees must also agree to participate, if selected, in Federal Impact Evaluations.

- Timely submission of required monthly and quarterly programmatic reports and an annual program evaluation report by established deadlines.
 - Timely submission of monthly sub-grantee payment request forms for fiscal reimbursement after services are rendered; an annual financial report by established deadlines.
 - Assuring that the activities in the work plan are implemented and the goals of the program are being achieved. Funds must only be used for approved SRAE activities and prevention efforts that are evidence and science-based, which address the required goal areas.
 - Providing adequate program staffing.
 - Ensuring that fiscal responsibilities are clearly identified and there is a separation of responsibilities between programmatic and fiscal management.
 - Administer SRAE Performance Measures participant entry and exit surveys to youth at program start and program exit.
 - Participate in a monthly conference call with Division of Health Advancement (DHA) staff.
- Ensure that evidence-based program models are implemented with fidelity.

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	5	25	125
E.2	10	20	200
E.3	15	30	300
E.4	5	25	125
Response Score	35	100%	750

*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.

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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: Division of Health Advancement Grant Coordinator

- 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 **may not** be considered.
 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 Aransas 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.

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Appendix A

APPROVED CURRICULA LIST (Evidence-Based Program Models) Arkansas Department of Health –Division for Health Advancement Sexual Risk Avoidance Education Program (SRAE)

The list of the evidence-based Teen Pregnancy Prevention Programs curriculum sites may be found at

<https://youth.gov/evidence-innovation/tpper/programs>

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Appendix B

Budget Proposal

The Budget Proposal is comprised of a budget and budget justification. In addition to the Budget Proposal, a "Funding Source Documentation" sheet is required to be submitted as an Appendix. The Funding Source Documentation sheet should identify current funding sources with the total dollar amount received by the organization; any monies received from the ADH should be included.

- a. Budget - should identify the funding amount requested for each line item.
- b. Budget Justification - should briefly describe the rationale, need for, and use of funding requested for each line item in each budget category below.

Salaries and Wages: There **must** be a (FTE) Program Manager position. Each staff position proposed, include the title of the position, percentage of time (FTE), annual salary, number of months' salary requested, and a summary of the job description or responsibilities; also include a copy of their resume or a summary of qualifications.

Fringe Benefits: Include the rate and how the rate was computed for each position.

Supplies: List both expendable (pens, paper, toner, etc.) and non-expendable (small office equipment with a procurement cost less than \$500) supplies directly attributed to the project.

Travel: Include estimates of in-state and out-of-state travel required under Applicant's work plan. Explain all travel in budget justification. State travel policies apply, and mileage reimbursement may not exceed the state rate of \$0.52 per mile. Allowable travel expenses shall include travel by project staff that is essential for performing project work. All out-of-state must be approved in advance, and in writing, by the ADH. In addition to meals and lodging, out-of-state travel expenses will be reimbursed for airfare and rental vehicle, only if traveler is acting within the course and scope of duties under this Project, and in furtherance of the work. Reimbursement rates are located at the following website:

GSA Per Diem Reimbursement Rates: <https://www.gsa.gov/portal/content/104877>

State of Arkansas Travel Portal: <http://www.dfa.arkansas.gov/travel/Pages/default.aspx>

Sub-contractual Services: List any sub-contractors or consultants that are included in the budget proposal. Include the name of the contractor; method of selection; period of performance; scope of work; method of accountability; and itemized budget and justification. Sub-contractors must be described in the proposed work plan, and any specifically identified sub-contractor must provide a letter of commitment (Required Appendix).

Other Expenses: List any other cost directly attributed to the project (copying, printing, telephone, internet, postage, etc.)

Equipment: List any equipment to be used specifically and exclusively in relation to the work plan provided. Only very limited purchases are allowable and may include such items as a computer. All equipment approved for purchase may be required to be returned to the agency at the end of the funding period.

Administrative (Indirect) Cost: Applicants may charge up to 10 percent of the direct costs as administrative cost. Administrative costs are costs that are intended to cover project related costs that are not easily identifiable but are necessary to conduct the work. Administrative costs are the types of expenses the organization would incur whether it was awarded this funding. These include such expenses as utilities, rent, insurance, and other overhead expenses. Applicants must identify those items included in the administrative cost.

Appendix C

Work Plan Instructions (Complete the work plan using the template provided).

Goal Areas: List the goal(s) area that will be addressed with the activities planned.

Objectives: The work plan must contain objectives that address the priorities in the Scope of Work in Section 2. A. of this RFA. The long-term objective(s) must describe what the program intends to accomplish by the end of a five-year period. Short term objectives must describe what the program intends to accomplish by the end of the first fiscal year. Both long- and short-term objectives must contain all the elements of a S.M.A.R.T. objective.

“SMART” objectives are:

Specific – Specify one major result directly related to the program goal, state who is going to be doing what, to whom, by how much, and what timeframe. It must specify what will be accomplished and how the accomplishment will be measured.

Measurable – Describe in realistic terms the expected results and specify how such results will be measured.

Achievable – The accomplishment specified in the objective must be achievable within the proposed timeline and as a direct result of program activities.

Realistic – Objective must be reasonable in nature. The specified outcomes i.e., expected results, must be described in realistic terms.

Time-framed – Specify a target date or time frame for the proposed accomplishment.

Activities: List the major activities that will be conducted. Activities are the actual events that take place as part of the program. Activities should work together to accomplish the objective. For each major activity, describe what the activity is, the completion date of each activity, and who will be responsible for completing the activity. DO NOT list supporting activities, such as networking, planning meetings, creating a task force, attending coalition meetings, attending trainings, ordering, or purchasing, handing out promotional items, or working on monthly briefings or other reports.

Completion Date: Identify the date each major activity will be completed.

Responsible Persons: Record the lead person(s) and the entity they represent who is responsible for completing each major activity. If collaborators are involved, record them also. Collaborative partnerships are defined as diverse groups working together to create a shared vision and to engage in joint strategies to address problems.

Performance Outcomes and Key Outcome Indicators:

Performance Outcomes are the intended results of program activities and often focus on the knowledge, attitudes, and skills gained by a target audience.

Key Outcome Indicators are the measures to determine if change has occurred because of the program activity/intervention. What is measured must be tied directly to the objective that was established for the program. Growth of knowledge, attitudes, and skills (support) should lead to change. *adaptation to be suitable for use with our student populations.*