



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

## REQUEST FOR APPLICATION

SOLICITATION INFORMATION			
RFA Number:	DH-19-0003	RFA Issued:	March 11, 2019
Sub-Grant Description:	Arkansas Actions to Improve Oral Health Outcomes through School Based Sealant Programs		
Agency:	Arkansas Department of Health – Center for Health Advancement, Office of Oral Health		

APPLICATION DEADLINE	
Application Deadline Date/Time:	April 1, 2019 2:00 p.m. Central Time
Application <b>shall not</b> be accepted after the designated date and time. It is the responsibility of bidders to submit applications at the designated location on or before the deadline. Applications received after the deadline <b>shall</b> be considered late and <b>shall</b> be returned to the bidder without further review.	

DELIVERY OF RESPONSE DOCUMENTS	
Sealed applications may be mailed or hand delivered to the following locations:	
Mailing Address:	Arkansas Department of Health Contract Support Section 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, L156 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 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:	501-280-4573
Email Address:	<a href="mailto:Timothy.OBrien@arkansas.gov">Timothy.OBrien@arkansas.gov</a>	Fax Number:	
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) on behalf of the Office of Oral Health (OOH) program to obtain applications for funding to provide actions to improve oral health outcome services approved by the Centers for Disease Control and Prevention (CDC) to Arkansans. Services should be focused in the following areas: School-Based Sealant Programs within primary and secondary schools with 75% or more students enrolled in the Free and Reduced Meal Program (FARM).

### **1.2 BACKGROUND**

Arkansas' dental caries experience has not reached the proposed levels established by the Healthy People 2020 goals and objectives. Caries experience is defined as the presence of untreated dental decay and/or the presence of a dental restoration. In 2010, the caries experience rate for third graders in Arkansas was 64% with a goal to reduce this by 5% to 59%. According to a 2016 Basic Screening Survey (BSS), Arkansas remains at 64% caries experience.

Barriers to reducing the incidence of caries experience can be attributed to various factors, including lack of access to care, inability to afford routine preventive services, and lack of oral health education. Dental sealants are a known protective and preventive treatment to permanent molars that can reduce the incidence of dental decay. When properly applied to newly erupted molars, dental sealants reduce the incidence of developing decay by 60%. Increasing the utilization of this preventive measure will help to achieve a significant reduction in the caries experience measure.

Many children living in dental Health Professional Shortage Areas (HPSA) do not have the opportunity to see a dentist for routine preventive services. Often, their first dental visit is a direct result of dental pain when the parent and child are seeking relief from discomfort. Utilizing a school based approach to reach children is one method to address access to care issues, provide a preventive service and to help educate the child on proper oral hygiene. The CDC focus of this outreach is to reach schools that have a minimum of 75% of students enrolled in the Free-and-Reduce-Meal (FARM) plan.

Our goal is to initiate school-based sealant programs in the most underserved schools. In this manner, students deemed most likely to have dental issues and in need of preventive services will be reached.

### **1.3 GRANT PERIOD**

- A. The anticipated period **shall** be from June 1, 2019 through August 31, 2023.
- B. The initial term of a resulting sub-grant will for one year. Upon mutual agreement between the applicant and the agency, the sub-grant may be renewed for up to four (4) additional one-year terms or portions thereof contingent upon appropriation of funding and approvals.
- C. Total contract term, including any amendments and/or possible extensions, not to exceed five (5) consecutive years

### **1.4 AVAILABLE FUNDING**

- A. Maximum amount of funding is \$70,000.00 per entity. Maximum funding available \$120,155.00
- B. Funding is contingent upon review and acceptance of application.
- C. Funds **must** be used in accordance with ADH and CDC approved budget expenses. A listing of approved budget items is provided.
- D. ADH reserves the right to determine allowable and non-allowable costs.

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

Multiple applications will be accepted and funded.

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

- A. **Must** have sufficient resources or funding, independent of this agreement, to ensure the organization's ability to provide service under an actual cost reimbursement method up to sixty (60) days from the date of submission of an invoice. No advance payments will be made.
- B. **Must** utilize an Arkansas licensed dentist to conduct the dental screenings within 30 days of the placement of dental sealants as per the Arkansas Dental Practice Act.
- C. **Must** utilize an Arkansas licensed dentist and/or registered dental hygienist (RDH) to apply dental sealants to the molar teeth of the selected population as outlined within the Arkansas Dental Practice Act.
- D. **Must** have three (3) years' experience conducting dental screenings and application of dental sealants.
- E. **Must** have at least two (2) or more staff with experience working with underserved populations that are the target of this project.
- F. With submission of application, applicant(s) **must** provide the following documentation:
  - 1. If nonprofit organization, proof of nonprofit status: A copy of a current, valid IRS tax exemption certificate or statement from the State Attorney General, or other appropriate state official, certifying that the applicant organization has nonprofit tax status and that none of the net earnings accrue to any private shareholders or individuals.
  - 2. Proof of liability insurance for all board and staff members
  - 3. Proof of testing and screening certification, if applicable
  - 4. Written HIPAA policy and procedures
  - 5. External Audit (summary)

## 1.6 **BUDGET & JUSTIFICATION**

- A. Applicant **must** complete the budget listing of approved items provided in the Application Packet. Any items not listed but deemed necessary by the Applicant may be added to the listing but must be approved by the OOH Director prior to funding.
- B. Recipient(s) **shall** be reimbursed for items shown on the Approved Budget Listing and those items subsequently approved by the OOH Director.
- C. Recipient(s) **shall not** use budget allotment for clinical services per CDC guidelines. Funds may only be used to support expenses such as sealant materials and other supplies, travel of personnel, supplies, dental portable equipment and other items pre-approved by the OOH Director or designee.
- D. Recipient(s) shall bill for services for insurance reimbursement since CDC funds do not cover clinical care. The goal of the School-Based Program is to provide services to all children in need regardless of ability to pay. Given the target population for these prevention programs, a large portion of children are expected to be Medicaid or ARkids enrollees. The income from insurance billing is critical to the sustainability of the program.
- E. All equipment purchases must be pre-approved by OOH Director or designee. Equipment purchase requests must be submitted with manufacturer specifications and equipment cost. All equipment purchased with grant funds becomes the property of ADH upon discontinuation of funding.

## 1.7 **ISSUING OFFICER**

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

## 1.8 **RFA OPENING LOCATION**

All applications received by the designated date and time shall be opened at the following location:

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

**NOTE: Application may not be accepted after the designated date and time. It is the responsibility of bidders to submit applications at the designated location on or before the deadline. Applications received after the deadline may be considered late and may be returned to the bidder without further review.**

### 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 **must** 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  
OOH: Office of Oral Health  
RFA: Request for Application  
FARM: Free and Reduced Meal  
HPSA: Health Professional Shortage Areas  
DHCC: Dental Hygiene Collaborative Care (permit)  
SEALS: Sealant Efficiency Assessment for Locals and States

### 1.11 **APPLICATION INSTRUCTIONS**

#### A. Original Application Packet

##### 1. Application Submission Requirements

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

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

- Signed Addenda, if applicable
- Equal Employment Opportunity Policy
- Copy of Illegal Immigrant Certification <https://www.ark.org/dfa/immigrant/index.php/user/welcome>
- Business Associate Agreement (AS-4001) (If Requested)

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

#### B. Itemized Approved Budget Listing

1. The Itemized Approved Budget Listing must be filled out and returned with the application packet
2. All costs must be provided in U.S. dollars and cents.

### C. Additional Copies and Redacted Copy of the Application Packet

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

1. Additional Copies of the Application Packet
  - a. Four (4) complete hard copies (marked "COPY") of the Application Packet.
  - b. One (1) electronic copy of the Application Packet, preferably on a flash drive. CDs will also be acceptable.
  - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
  - d. If ADH requests additional copies of the response, the copies **must** be delivered within the timeframe specified in the request.
2. One (1) redacted copy (marked "REDACTED") the original Application Packet, preferably on a flash drive. A CD will also be acceptable. (See Proprietary Information.)

### 1.12 ORGANIZATION OF RESPONSE DOCUMENTS

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

### 1.13 CLARIFICATION OF SOLICITATION

- A. Any questions requesting clarification of information contained in this RFA **must** be submitted in writing via email on or before **2:00 p.m., Central Time March 20, 2019** to the ADH issuing officer as shown on page one (1) of this RFA.
  1. For each question submitted, applicant should reference the specific solicitation item number to which the question refers.
  2. Applicants' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the ADH website by the **close of business on March 22, 2019**.
- B. Applicants may contact the issuing officer with non-substantive questions at any time prior to the application deadline.

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

#### **1.14 APPLICATION SIGNATURE PAGE**

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

#### **1.15 AGREEMENT AND COMPLIANCE PAGES**

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

#### **1.16 PRIME CONTRACTOR RESPONSIBILITY**

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

#### **1.17 FUNDING ESCALATION**

- A. Increase in funds may be considered throughout the duration of the contract.
- B. Recipient **must** provide a written request for the increase and include supporting documentation. The State **shall** have the right to require additional information pertaining to the requested increase.
- C. The State **shall** have the right to approve or deny any funding increases.

#### **1.18 PROPRIETARY INFORMATION**

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

#### **1.19 CAUTION TO RECIPIENT(S)**

- A. Prior to any contract award, all communication concerning this solicitation **must** be addressed through ADH.
- B. Applicant **must not** alter any language in any solicitation document provided by the State.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.

- E. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. Applicant **must** provide clarification of any information in their response documents as requested by ADH.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this solicitation.

#### 1.20 **REQUIREMENT OF ADDENDUM**

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

#### 1.21 **QUALIFICATION AND AWARD PROCESS**

- A. Successful Recipient(s) Selection  
The ranking of recipients **shall** be determined by the total score each application receives during evaluation.
- B. Anticipation to Award
  - 1. Once the anticipated successful recipient(s) have been determined, the anticipated award notification will be emailed to all applicants.
  - 2. The anticipated award will be for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day period.
  - 3. ADH **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
  - 4. It is the applicant's responsibility to check email for the notification of an anticipated award.
- C. Issuance of a Contract
  - 1. Any resultant sub-grant **shall** be subject to State approval processes which may include Legislative review.
  - 2. The issuing officer will be responsible for award and administration of any resulting sub-grant.

#### 1.22 **MINORITY BUSINESS POLICY**

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

**1.23 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

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

**1.24 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

**1.25 RESTRICTION OF BOYCOTT OF ISRAEL**

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

**1.26 CERTIFICATION REGARDING LOBBYING**

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

**1.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

**1.28 PAST PERFORMANCE**

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

**1.29 PUBLICITY**

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



### 1.30 **PRIVACY & SECURITY REQUIREMENTS**

The Contractor **shall**:

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

### 1.31 **RESERVATION**

The State will not pay costs incurred in the preparation of a proposal

## **SECTION 2 – APPLICANT REQUIREMENTS**

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

### 2.1 **SCOPE OF WORK**

- A. The purpose of Arkansas's action plan is to decrease dental caries experience by expanding school sealant programs in high needs areas throughout the state.
- B. The focus of this outreach is on schools that have a minimum of 75% of students enrolled in the Free-and-Reduced-Meal (FARM) plan. In Arkansas, all public schools have been ranked based on the percentage of student population enrolled in FARM. For example:
  - Tier I           ≥ 90%
  - Tier II          ≥ 75%

The target is to select the most underserved schools by a top-down approach within the communities the recipient plans to deliver services, i.e. start with all Tier I schools in the area followed by schools in Tier II. In this manner, students deemed most likely to have dental issues and in need of preventive services will be reached. Schools in higher tier rankings will only be approved once proof of contact is provided to the OOH as outlined in 2.1.C

- C. Recipient **must** provide a list of all schools contacted to include the following:
  - School Name and Address
  - Contact Person Name, phone number, and email address
  - Tier level of school
  - Student population for 3<sup>rd</sup> and 6<sup>th</sup> grade classes
  - School's decision to accept or decline participation in the school sealant program
- D. Recipient **must** utilize an Arkansas licensed dentist to conduct the dental screenings within 30 days prior to the placement of dental sealants as outlined in the Arkansas Dental Practice Act.
- E. Recipient **must** utilize an Arkansas licensed dentist (DDS/DMD) and/or registered dental hygienist (RDH) to apply dental sealants to the molar teeth of the selected population as outlined within the Arkansas Dental Practice Act.
- F. Recipient **shall** provide dental screenings based on recipient's capacity each year in order to determine candidates suitable for dental sealants to permanent molars.
- G. Recipient may utilize a dental hygiene collaborative care (DHCC) permit to aid in completion of this task provided all proper criteria has been met. Any services completed through a DHCC permit must comply with Act 89 of 2011 and the rules and regulations maintained by the Office of Oral Health and the Arkansas Department of Health.
- H. DHCC permit applications must be submitted to the OOH for review and authorization. Permits that will be utilized in a Tier I school (90% or greater FARM) are automatically approved. Waivers may be considered if compelling evidence is presented to support the needs of an underserved area.

- I. Recipient **shall** purchase ADH-OOH approved portable dental equipment necessary to facilitate the project's mission.
- J. Recipient **must** be able to provide quality, professionally placed dental sealants for selected candidates aged 6-14 for permanent first and/or second molars.
- K. Recipient **must** comply with all standards of care for barrier control and asepsis including patient/operator protection from infectious diseases.
- L. Recipient **must** have the ability to treat students diagnosed with dental decay, either on site (mobile van) or provide transportation to a clinic within 20 miles of school site.
- M. Recipient **must** have the ability to collect and upload information to the Sealant Efficiency Assessment for Locals and States (SEALS) database.
  - The SEALS program is designed to capture and store school sealant program (SSP) data in a form that allows multiple users to access data, and to generate summary reports regarding SSP costs and impact.
  - Training in the utilization of the SEALS program will be provided by the OOH.
  - Recipient will create an account in SEALS and properly upload all pertinent data into the SEALS system.
  - All data will be due before final payment is released.

## 2.2 RECIPIENT REQUIREMENTS

### A. Intervention Services

Recipient **must** provide intervention service(s) as proposed.

### B. Outreach

1. Recipient **must** call and/or visit schools in the communities selected as determined by Free and Reduced Meal (FARM) enrollment levels. The preferred method of contact is a top down approach, i.e. 90% or greater FARM schools first followed by schools with 75% FARM enrollment. A list of schools as ranked according to FARM participation will be made available to the Recipient.
2. Recipient is encouraged to integrate oral health prevention services with other programmatic service areas to enhance the continuity of care for this population set.

### C. Participation

1. Recipient **must** attend a minimum of one (1) programmatic meeting per year and participate in SEALS trainings, infection control training and conferences as scheduled by the program officer.
2. Recipient **must** designate staff to participate in monthly meetings/conferences.
3. Recipient **must** collaborate with other funded entities and ADH to coordinate various events.
4. Recipient **must** follow standard accounting practices set forth by ADH.

### D. Reporting

1. Recipient **must** maintain a fiscal management system and an information management system that have the capacity to track, store and report required fiscal and client level data.
2. Recipient **must** submit monthly reports to the assigned program officer by the 15<sup>th</sup> day following the reporting period. Each monthly report **must** include the following:
  - Total number of contacts made
  - Status of each contact
    - Person/school met with
    - Date meeting scheduled
    - Any negative response (description of negative response)
  - Major findings and significance of those findings
  - Barriers encountered and how the barriers were addressedIf applicable, include reasons goals were not met and what type of assistance, if any, could be given to assist in achieving goals going forward.

3. Recipient **must** submit an annual report by the 15<sup>th</sup> of September each year. Each annual report **must** include:
  - Summary of monthly activities, events, and budget numbers
  - Number of schools contacted
  - Successes and barriers to accomplishing goals
  - Number of successful interventions
    - Total number of students screened for sealants
    - Total number of students treated with sealants
    - Total number of sealants placed
4. Recipient **must** submit financial and programmatic reports by deadlines established by ADH.

#### E. Supplies

Funding from the CDC DP18-1810 grant will be used to purchase approved portable dental units (patient chair, operator and assistant stools, self-contained delivery units, curing lights) and disposable supplies necessary to complete the project.

### 2.3 **INSURANCE REQUIREMENTS**

- A. Recipient **shall** at all times, throughout the duration of the contract, carry liability insurance coverage for all staff and board members.
- B. Recipient **shall** assume all liability for any accidental or criminal occurrence.  
**Note:** See item 4.4 on page 14

### 2.4 **AGENCY RESPONSIBILITIES**

- A. ADH/OOH reserves the right to conduct financial and programmatic audits.
- B. ADH/OOH reserves the right to negotiate project elements as deemed necessary to meet program goals.

### 2.5 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. The table below, *Performance Standards* identifies expected deliverables, performance measures, or outcomes, and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.

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

Performance Standards		
Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Intervention Service(s)	Provide services as proposed	Failure to provide services may result in payment delay and/or contract cancellation.
Outreach	Outreach to schools that have $\geq 50\%$ student population enrolled in FARM.	Failure to meet outreach requirements may result in payment reduction and/or non-consideration for future funding opportunities.
Participation	Attend one (1) annual programmatic meeting and participate in other trainings/conferences as scheduled by the program officer	Failure to participate may result in payment reduction and/or may result in non-consideration for future funding opportunities.
Reporting	Monthly report due by the 15 <sup>th</sup> day of the following month Annual report due by 15 <sup>th</sup> of September	Failure to provide may result in payment delay and/or may result in non-consideration for future funding opportunities

### **SECTION 3 – CRITERIA FOR SELECTION**

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

#### **3.1 APPLICATION SCORE**

- A. ADH/OOH 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.

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

1. 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.
2. 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.
3. 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.
4. 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 ORGANIZATIONAL CAPACITY & EXPERIENCE	50	50%	500
E.2 APPROACH & METHODOLOGY	50	50%	500
<b>Response Score</b>	<b>100</b>	<b>100%</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.
- F. Applications that do not receive a minimum weighted score/subtotal of 450 may not move forward in the solicitation process.

### 3.2 **ACCEPTANCE OF EVALUATION TECHNIQUE**

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

- B. The submission of an Application Packet signifies the applicant understands and agrees that subjective judgments will be made during the evaluation and scoring of the responses.

## **SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS**

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

### **4.1 PAYMENT AND INVOICE PROVISIONS**

- A. All invoices **shall** be forwarded to:

LaToya Thomas at [LaToya.Thomas@arkansas.gov](mailto:LaToya.Thomas@arkansas.gov)

- Invoices **must** be submitted by the 15<sup>th</sup> day of the following month in which services were rendered.
  - Data reports and 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.
- D. The recipient will be reimbursed monthly upon submission of an invoice/expenditure report. Expenses will be reimbursed on an “Actual Cost” method of reimbursement. Actual cost reimbursement is based on a complete itemized listing of allowable program expenses. These expenses **must** be within the approved budget’s itemized listing of allowable program costs.
- E. All requests for reimbursement **must** be accompanied by receipts and copies of checks/bank statements indicating that all expenses have been paid.

### **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 without a budget adjustment request and/or prior approvals.
- C. Applicants are required to maintain a financial management system that will identify the receipt and expenditure of funds and will record expenditures by the budget cost categories in the approved budget. This requires establishing a separate set of accounts for the contract within the chart of accounts and general ledger. In order to ensure the fiscal integrity of accounting records, the contractor must utilize an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.
- D. No amounts received under the contract will be used to purchase or improve land, or to purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or to make cash payments to intended recipients of services.

### **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.
- C. Portable equipment purchased for this project **shall** remain the property of the ADH/Office of Oral Health and **shall be** returned in proper working order at the conclusion of the program or termination of this contract.

#### 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. Insert detail about purchased portable equipment (4.3.C.)??
- 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.