



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

REQUEST FOR APPLICATION

SOLICITATION INFORMATION			
RFA Number:	RFA-18-0004	RFA Issued:	3/16/18
Description:	Brief Tobacco Intervention in Pediatric Hospitals		
Agency:	AR Department of Health – Center for Health Advancement, Tobacco Cessation and Prevention Program		

APPLICATION DEADLINES	
Application Date/Time:	April 3, 2018 2:00 p.m., Central Time
Application shall not be accepted after the designated date and time. It is the responsibility of applicants to submit responses at the designated location on or before the deadline. Responses received after the deadline shall be considered late and shall be returned to the applicant without further review.	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Health 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.
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 bid 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:	Karrie Duncan	Phone Number:	501-280-4594
Email Address:	Karrie.duncan@arkansas.gov	Fax Number:	501-280-4474
ADH Website:	http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx		

SECTION 1 – PROGRAM OVERVIEW

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

1.1 PURPOSE

The Arkansas Department of Health (ADH) issues this Request for Application (RFA) on behalf of Center for Health Advancement, Tobacco Prevention and Cessation Programs to obtain applications for funding to reduce the use of tobacco among families with children who are inpatient and outpatient in the pediatric clinical settings especially among children whose conditions are exacerbated by second hand smoke (SHS).

1.2 GRANT PERIOD

- A. The anticipated period **shall** be from July 1, 2018 to June 30, 2019.
- B. The initial term of a resulting sub grant will be for one (1) year. Upon mutual agreement between the applicant and the agency, the sub grant may be renewed for up to six (6) 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 seven (7) consecutive years.

1.3 AVAILABLE FUNDING

- A. Maximum amount of funding is \$150,000 to a single recipient.
- B. Funding is contingent upon review and acceptance of application.
- C. Funds **must** be used in accordance with the budget provided.
- D. ADH reserves the right to determine allowable costs.

1.4 ELIGIBILITY & FUNDING REQUIREMENTS

One (1) recipient will be accepted and funded.

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

- A. Applicant **must** be a pediatric hospital located in State of Arkansas
- B. Applicant **must** hire a Tobacco Treatment Specialist to provide brief tobacco intervention.
- C. Applicant **must** have a tobacco free new hire policy.
- D. Applicant **must** have a tobacco free workplace policy.

1.5 BUDGET

Applicant **must** complete the budget worksheet provided as an excel file.

1.6 ISSUING AGENCY

ADH, as the issuing office, is the sole point of contact throughout this solicitation.

1.7 RFA OPENING LOCATION

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

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

1.8 DEFINITION OF REQUIREMENT

The words "**must**" and "**shall**" signify a Requirement of this RFA and that applicant's agreement to and compliance with that item is mandatory.

1.9 DEFINITION OF TERMS

The AR Department of Health has made every effort to use industry-accepted terminology in this solicitation and will attempt to further clarify any point of an item in question as indicated in clarification of solicitation.

The words "bidder," "vendor," and "applicant" are used synonymously in this document.

The terms "Request for Applications", "RFA" and "Solicitation" are used synonymously in this document.

1.10 **RESPONSE DOCUMENTS**

The Application Packet **must** be submitted on or before the application deadline.

1. The Application Packet should be clearly marked "Original" and **must** include the following:
 - a. Original signed Application Signature Page.
 - b. Agreement and Compliance Page(s), if applicable
 - c. Disclosure of Lobbying Activities.
 - d. Response to the Information for Evaluation section included in the Application Packet.
 - e. Other documents and/or information as may be expressly required in this Bid Solicitation.
2. The following items should be submitted in the original Response Packet.
 - a. EO 98-04 Disclosure Form. (See Standard Terms and Conditions, #27. Disclosure.)
 - b. Copy of Applicant's Equal Opportunity Policy. (See Equal Opportunity Policy.)
 - c. Current copy of tobacco free workplace policy.
 - d. Current copy of tobacco free hiring policy.
3. **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 Response Packet

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

1. Additional Copies of the Application Packet
 - a. Three (3) complete hard copies (marked "COPY") of the Application Packet.
 - b. One (1) electronic copies of the Application Packet, preferably on flash drives. 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 twenty-four (24) hours of 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.)

1.11 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that applicants adhere to the following format and suggestions when preparing their Response.
- B. The original Application Packet and all copies should be arranged in the following order.

- Applicant Signature Page.
- All Agreement and Compliance Pages (if included)
- Signed Addenda, if applicable
- Budget Worksheet
- E.O. 98-04 – Contract Grant and Disclosure Form
- Equal Opportunity Policy
- LLL-Form (Disclosure of Lobbying Activities), if applicable
- 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.

1.12 **CLARIFICATION OF SOLICITATION**

Any questions requesting clarification of information contained in this RFA **must** be submitted in writing via email by 4:00 p.m., Central Time on or before March 21, 2018 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 27, 2018.

Applicants may contact the issuing officer with non-substantive questions at any time prior to the application deadline.

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

1.13 **APPLICATION SIGNATURE PAGE**

An official authorized to bind the recipient(s) to a resultant sub-grant **must** sign the application signature page included in the Application Packet.

Applicant's signature on this page **shall** signify applicant'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 Solicitation.
- Fails to comply with all prescribed solicitation procedures and requirements.

1.14 **AGREEMENT AND COMPLIANCE PAGES**

Applicant **must** sign all Agreement and Compliance Pages relevant to the Solicitation Document. The Agreement and Compliance Pages are included in the Application Packet.

Submission of applicant and applicant's signature on these pages **shall** signify agreement to and compliance with all requirements within the solicitation and application.

1.15 **PRIME RECIPIENT RESPONSIBILITY**

- A. A single applicant **must** be identified as the prime recipient.
- B. The prime recipient **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.

1.16 **SUB-GRANT ESCALATION**

- A. Funding **must** remain the same for the initial term of the sub-grant.
- B. Increases will be considered throughout the duration of the contract.
- C. The recipient **must** provide the issuing officer with a written request for the increase. The request **must** include supporting documentation justifying the need. The State **shall** have the right to require additional information pertaining to the requested increase.

D. The State **shall** have the right to approve or deny any requests.

1.17 **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 applicant **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 Freedom of Information Act (FOIA) without further notice to the applicant.
- D. If a redacted copy of the submission documents is not provided with the application 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 FOIA, the applicant will be contacted prior to release of the documents.

1.18 **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.

1.19 **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 **shall** extend the due date and may or may not include changes to the solicitation.
- C. The applicant **shall** be responsible for checking the ADH website, <http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx> for any and all addenda up to bid opening.

1.20 **QUALIFICATION AND AWARD PROCESS**

- A. Successful Recipient(s) Selection
The ranking of recipients **shall** be determined by the total score each application receives in evaluation.
- B. Anticipation to Award
 - 1. Once the anticipated successful recipient(s) have been determined, the anticipated award will be posted on the ADH website at <http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx>.
 - 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Applicants and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.

3. 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 the ADH website for the posting of an anticipated award.

C. Issuance of a Contract

1. Any resultant sub-grant of this **shall** be subject to State approval processes which may include Legislative review.

2. The issuing officer will be responsible for award and administration of any resulting sub-grant.

1.21 MINORITY BUSINESS POLICY

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

A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

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.

1.22 EQUAL 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 Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO 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 *EO Policy* to ADH is a one-time requirement. Recipients are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Applicants who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.23 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected recipient(s) **must** have a current certification on file with ADH stating that they do not employ or contract with illegal immigrants.

ADH will notify the selected recipient(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the recipient(s) at that time.

1.24 RESTRICTION OF BOYCOTT OF ISRAEL

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.

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.

By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.25 CERTIFICATION REGARDING LOBBYING

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.

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.

1.26 CERTIFICATOIN REGARDING DEBARMENT AND SUSPENSION

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). By signing and submitting the Application Packet, the applicants understands and agrees, as defined in 45 CFR Part 76, 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.

1.27 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.

1.28 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be disqualified.

1.29 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.

1.30 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 BACKGROUND

Preventing tobacco use is one of the most important public health actions that can be taken to improve the health of Arkansans, as tobacco use is the leading preventable cause of morbidity and mortality. Each year, approximately 5,800 Arkansans die prematurely as a result of smoking. Smoking is a major cause of multiple cancers, of heart disease and stroke, and is the leading cause of chronic obstructive pulmonary disease (COPD), which includes chronic bronchitis and emphysema.

Smoking during pregnancy results in more than 1,000 infant deaths annually. Infants that are exposed to secondhand smoke have a higher risk of SIDS. Children also have a higher risk of serious health problems, or problems may become worse. Children who breathe secondhand smoke can have more ear infections, coughs and colds, respiratory problems such as bronchitis and pneumonia and tooth decay. Children of smokers tend to miss many

more school days due to illness. Secondhand smoke exposure can cause children to experience stuffy nose, headache, sore throat, eye irritation and hoarseness.

Children who grow up with parents who smoke are themselves more likely to smoke; children and teens who smoke are affected by the same health problems that affect adults. Secondhand smoke may cause problems for children later in life including poor lung development, lung cancer, heart disease, and cataracts.

The tobacco industry's advertising and promotional activities cause youth and young adults to start smoking and nicotine addiction keeps individuals smoking into adulthood (SGR 2014). In addition, each year, for every adult who dies prematurely from a smoking-related cause, more than two youth or young adults become replacement smokers (SGR 2014). The total annual cost incurred in Arkansas from smoking is \$1.215 billion.

TPCP receives Master Settlement Agreement (MSA) funding to assist in reducing Arkansas's tobacco use prevalence. Since receiving these funds in 2001, TPCP has engaged in evidence-based practices such as adopting statewide policies, systems change and intervention strategies, and youth advocacy activities to reduce tobacco use, secondhand and third-hand smoke exposure, and tobacco related disparities. As a result, Arkansas youth smoking rates have decreased since 2001 from 34.7% to 19.1% in 2013. These activities align with the five CDC recommended components: (1) state and community interventions (which includes statewide programs and community focused programs); (2) mass-reach health communication interventions; (3) cessation interventions; (4) surveillance and evaluation; and (5) infrastructure, administration and management. These components have led to establishing laws to protect Arkansas's youth from the negative effects of tobacco use, including SHS exposure through a comprehensive approach.

2.2 RECIPIENT REQUIREMENTS

A. Clinical Interventions

1. Recipient **must** implement brief tobacco interventions at each patient encounter and ask about the patient's tobacco use or exposure.
2. Recipient **must** ensure that clinical and unit staff promotes prevention, intervention or cessations as clinically appropriate.
3. Recipient **must** ensure that clinical unit staff refers the patient to the tobacco treatment specialist to assess patient willingness to change and move the patient along the stages of change.
4. Recipient **must** ensure that staff fax or e-refer all willing patients and their families to the Arkansas Tobacco Quitline (ATQ) for tobacco cessation services.
5. Recipient **must** ensure ATQ response is entered in the patient's chart.
6. Recipient **must** conduct follow-ups at each visit to support continued progress.

B. Collaboration

1. Recipient **must** collaborate with targeted groups such as KIDS FIRST, HIPPY and Following Baby Back Home to ensure that parents of vulnerable infants receive smoking cessation support post discharge.
2. Recipient should develop and maintain active partnerships that support the mission of reducing morbidity and mortality and alleviating the social and economic burden caused by tobacco use in Arkansas.
3. Recipient **must** educate internal and external partners as appropriate to build capacity and sustainability for tobacco prevention and cessation protecting the health and well-being of Arkansans.

C. Training

1. Recipient **must** promote TPCP professional development opportunities offered to healthcare providers.
2. Recipient **must** conduct annual, in-house training forums to educate residents, fellows, nurses, social workers, infant mortality groups, Natural Wonders and other allied professionals on the importance of prevention, intervention and tobacco cessation efforts in order to protect and improve the health and wellbeing of patients and their families.

3. Recipient **must** offer to present at local training, conferences and other public and private health events to increase private practice pediatrics physician's use of brief tobacco intervention.
4. Recipient **must** identify and develop opportunities to participate in study projects such as the harms of electronic smoking devices and its correlation to indoor smoking on physical health and norm changes among pre-teen and adolescent patient populations, parents and caregivers, staff and visitors.

D. Communications

1. Recipient **must** develop and maintain effective communication systems with partners at the state, regional and local level.
2. Recipient **must** ensure appropriate educational material is available for handout in clinics, community outreach events and other internal and external locations to educate staff, and public populations served.
3. Recipient **must** utilize the extent of internal and external conferences, publications, media and marketing e.g. any websites, Facebook, Chalk Talks, PEDS Place, and Vital Signs etc. to publish articles, and posts that must increase awareness of tobacco prevention, intervention and treatment.
4. Recipient **must** ensure smoking cessation information is included in clinical communication systems such as newsletters, webpage, electronic information boards etc.
5. Recipient **must** "like" and share TPCP's social media post(s) when the topic is appropriate to populations served.

E. Reporting

1. Recipient **must** assure that all work plan activities are recorded in TPCP's web-based Grant Evaluation and Management System (GEMS). Technical assistance **must** be provided to ensure effective use of GEMS. Effective use/reporting **must** enable the recipient to track activities, services, and outcomes for self-monitoring and program evaluation.
2. Recipient **must** assure that work plan activities are entered into GEMS monthly; no later than the first (1st) Monday following the end of the reporting month.
3. Recipient **must** complete approved work plan and budget by July 31st of each year.
4. Recipient **must** review, approve, and submit monthly invoices based on TPCP's financial guidelines and submit program and evaluation reports by TPCP's established deadlines.

F. Staffing

1. Staff **must** have the appropriate competencies to dedicate and deliver an approved tobacco control work plan.
2. Recipient **must** provide, at a minimum, one full time dedicated intervention coordinator in the budget proposal to administer tobacco interventions.
3. The required minimum qualifications for the intervention specialist are a Bachelor's Degree in social work or related field and three (3) years of experience in tobacco treatment and intervention work.
4. Salaries should be commensurate with the level of education and experience required for the job.
Please note: if a vacancy occurs (resignation, maternity leave, medical leave, etc.), it is the responsibility of the recipient to cover extended absences and to ensure all deliverables are being met including, work plan activities
5. Job responsibilities **must** consist of managing day-to-day coordinating and guiding evidence-based tobacco control activities and interventions mentioned in the recipient requirements listed above.
6. Recipient **must** identify an individual to provide direction and supervision of the intervention coordinator. The individual selected as the supervisor should be clearly identified on the organizational chart. The supervisor **must** be responsible for providing oversight and ensuring effective and efficient tobacco control activities. The supervisor must be required to participate in mandatory TPCP conference calls and meetings.

7. The intervention coordinator and designated supervisor **must** be considered the primary contacts for TPCP and **must** attend all site visits and meetings determined by TPCP.

G. *Meetings*

The intervention specialist hired **must**:

1. Participate in all required/recommended webinars, regional, and statewide meetings and to attend required trainings
2. Participate in GEMS web-based systems trainings
3. Participate in monthly phone call with TPCP representative

2.3 REIMBURSEMENT GUIDELINES

- A. The recipient will be reimbursed monthly based on an "Actual Cost" incurred.
- B. 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.
- C. Backup documentation is required when submitting invoices for payment.
- D. No advance payments are allowed. In addition, it is not necessary for an awardee to maximize their planned budget in an attempt to expend all possible funds.

2.4 WORK PLAN

- A. Each year within thirty (30) days of award, the recipient **must** provide a final work plan to include statewide activities related to one or more of the core deliverables. Activities **must** help meet ADH's tobacco use objectives. Technical assistance will be provided as needed.
- B. Each work plan **must** be approved by TPCP.
- C. Recipient **must** provide services and deliverables as outlined in each work plan.
- D. Recipient **must** evaluate the effectiveness of work plan activities and make changes as needed for improvement.

2.5 SECURITY REQUIREMENTS

Recipient **must** provide its staff with a source of secure encryption. All patient information that is emailed **must** be encrypted.

2.6 ADH RESPONSIBILITIES:

ADH will:

- A. Provide GEMS training for intervention staff
- B. Notify staff of training and educational (CME) classes sponsored by TPCP
- C. Provide technical assistance when requested

2.7 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 recipient **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 recipient 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 recipient 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 recipient 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, recipient **shall** follow the direction of the agency regarding the required compensation process.

Performance Standards		
Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Work Plan	<ol style="list-style-type: none"> 1. Complete final approved work plan by July 31st. 2. Document work effort to fully implement work plan objectives and activities. 	Failure to complete criteria may result in delay in program continuation or non-consideration for future funding.
Brief Tobacco Intervention (BTI)	<ol style="list-style-type: none"> 1. Engage patient/caregiver in tobacco prevention, intervention and cessation as clinically appropriate. 2. Promote Arkansas Tobacco Quitline (ATQ) as evidence-based best practice for cessation. 	Failure to complete criteria could result in discontinuation of funding or non-consideration for future funding and/or contract termination.
Patient Follow-Up	Ensure a system is in place to assure that all patients receive follow-up 100% of the time.	Failure to complete criteria may result in a unsatisfactory vender performance report.
Training	<ol style="list-style-type: none"> 1. Document trainings to include; topic(s), # attended, health care specialty, contact information etc. 2. Document outcome of pre and post test. 	Failure to complete criteria could result in non-consideration for future funding.
Arkansas Tobacco Quitline (ATQ) Referrals	<ol style="list-style-type: none"> 1. Applicants must document all referrals to ATQ and show level of services (did they enroll, decline, quit etc.) 2. Ensure referral information is in patient record prior to patient/caregiver's next visit. 	Failure to complete criteria could result in non-consideration for future funding.
Program Evaluation	<ol style="list-style-type: none"> 1. Implement an evaluation system to ensure objectives are being met. 2. Document evaluation of programs objectives and demonstrate how the findings are used to drive decision on patient care and delivery of service. 	Failure to complete criteria could result in non-consideration for future funding.

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 Background, Qualifications, & Staffing	15	10	100
E.2 Approach & Methodology	40	50	500
E.3 Work Plan	25	40	400
Response Score	80	100%	1000

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

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

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

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

- E. Applicant's weighted scores for sub-sections will be added to determine the Total Score for the application.
- F. Applications that do not receive a minimum weighted score/subtotal of 450 may not move forward in the solicitation process.

3.2 **PROSPECTIVE RECIPIENT ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Response Packet* signifies the Prospective recipient 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**

Refer to the Financial and Accountability Guidelines for payment and invoice requirements.

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 recipient.

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 recipient; 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 recipient; 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 recipient 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 recipient 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.

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 recipient **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 subgrant 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 subgrant when such delay or failure to perform any part of this subgrant 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 recipient.
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. Recipient **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 recipient 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 recipient agrees that: (a) the recipient **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 recipient **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the recipient 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 recipient 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 recipient **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or recipient.
- 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 recipient 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.