



STATE OF ARKANSAS

Department of Human Services
Office of Procurement
700 Main Street,
Little Rock, AR 72201

REQUEST FOR PROPOSAL BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	0710-19-1001	Solicitation Issued:	08/03/18
Description:	Prior Authorization and Retrospective Reviews		
Agency:	Department of Human Services, for the Division of Aging, Adult and Behavioral Health Services, Division of Developmental Disabilities Services and Division of Medical Services		
SUBMISSION DEADLINE FOR RESPONSE			
Bid Submission:	08/17/18 12:00 p.m. Central Time	Bid Opening:	08/17/18 2:00 p.m. Central Time
Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the Contractor without further review. It is not necessary to return "no bids" to OP.			
DELIVERY OF RESPONSE DOCUMENTS			
Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201		
	Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Contractors assume all risk for timely, properly submitted deliveries.		
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging is not properly marked, the package may be opened for bid identification purpose. <ul style="list-style-type: none">• Bid number• Contractor's name and return address• Date and time of bid opening		
OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Nawania Williams	Buyer Phone Number	501-320-6511
Email Address:	Nawania.Williams@dhs.arkansas.gov	OP's Main Number:	501-682-1001
DHS Website:	http://humanservices.arkansas.gov/Pages/default.aspx		
OPS Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		
	https://medicaid.mmis.arkansas.gov/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

The Office of Procurement (OP) issues this Request for Proposals (RFP) on behalf of Division of Aging, Adult and Behavioral Health Services, Division of Developmental Disabilities Services and Division of Medical Services, to obtain proposals and a contract for Prior Authorization Reviews, Retrospective Reviews and Medical Reviews and Consults.

To provide clinical support for the primary purpose of reviewing prior authorization requests, conducting retrospective reviews, processing and tracking independent assessment referrals, providing medical reviews and consultations related to long-term services and supports for developmental disability and behavior health clients and some personal care services.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single Contractor.
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative Review
- C. The term of this contract **shall** be for up to one (1) year. The anticipated starting date for the contract is 01/01/2019. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- D. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

The Office of Procurement, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 BID OPENING LOCATION

Proposals received by the opening time and date **shall** be opened at the following location:

Department of Human Services
Office of Procurement
700 Main Street
Little Rock, AR 72201

Contractors wishing to attend the bid opening must report to the main entrance of the Arkansas Department of Human Services, Donaghey Plaza South, 700 Main Street, Little Rock, Arkansas 72201 and check in with the receptionist. All attendees are required to obtain security clearance upon entrance to the building by submitting a current, valid photo ID, preferably a driver's license, to the Security Officer at the reception area. The Security Officer will issue a visitor's badge which must be worn at all times. Before leaving the bid opening, visitors are required to return the visitor's badge to the Security Officer and retrieve their ID.

The receptionist is to contact the buyer for more detailed directions to the bid opening location.

1.5 ACCEPTANCE OF REQUIREMENTS

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that the Contractor's agreement to and compliance with that item is mandatory.
- B. A Contractor's proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.
- C. Contractor may request exceptions to NON-mandatory items. Any such request must be declared on, or as an attachment to, the appropriate section's Agreement and Compliance Page. Contractor must clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.)

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- D. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.
- E. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

1.7 RESPONSE DOCUMENTS**A. Original Technical Proposal Packet**

- 1. A hard copy of the original *Technical Proposal Packet* **must** be received on or before the bid submittal date and time.
- 2. The Proposal Packet should be clearly marked "Original" and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - e. Signed Addenda, if applicable.
 - f. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
- 3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form, Attachment A. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
 - b. Copy of Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
- 4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Official Bid Price Sheet. (See *Pricing*.)

- 1. Contractor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
- 2. Contractor **must** also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. Electronic copy must be submitted in an Americans with Disabilities Act (ADA)-compliant format.
- 3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Contractor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

C. Additional Copies and Redacted Copy of the Technical Proposal Packet

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*

- a. Five (5) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
- b. Six (6) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. Electronic copies must be submitted in an ADA-compliant format.
- 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 OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order:
 - *Proposal Signature Page*.
 - Signed Addenda, if applicable.
 - *All Agreement and Compliance Pages*.
 - *Proposed Subcontractors Form*.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - Overview of prior work experience, including contact information for verifying experience. (See Minimum Qualifications.)
 - National Healthcare-related certification or accreditation documentation (See Minimum Qualifications.)
 - Letters of reference. (See Minimum Qualifications.)
 - Sanctions/Corrective Actions Certification or alternative documentation. (See Minimum Qualifications.)
 - Organizational or Personal Conflict of Interest disclosure, if applicable. (See Minimum Qualifications.)
 - Certification of Bondability. (See Minimum Qualifications.)
 - *Voluntary Product Accessibility Template (VPAT)*, (See Attachment J). (See *Technology Access*.)
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on 07/03/2018. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on 07/17/18.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

1.10 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.

B. Contractor's signature on this page **shall** signify contractor's agreement that either of the following **shall** cause the contractor's proposal to be disqualified:

1. Additional terms or conditions submitted intentionally or inadvertently.
2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.11 **AGREEMENT AND COMPLIANCE PAGES**

A. Contractor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.

B. Contractor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.12 **SUBCONTRACTORS**

A. Contractor must complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate contractor's intent to utilize, or to not utilize, subcontractors.

B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.13 **PRICING**

A. Contractor(s) shall include all pricing on the Official Price Bid Sheet only. Any cost not identified by the successful contractor but subsequently incurred in order to achieve successful operation **shall** be borne by the Contractor. The *Official Bid Price Sheet* is provided as a separate PDF file posted with this *Bid Solicitation*.

B. To allow time to evaluate proposals, prices **must** be valid for 180 days following the bid opening.

C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". **DO NOT** submit any ancillary information not related to actual pricing in the sealed pricing package.

D. Contractor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.

E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.

F. All proposal pricing **must** be in United States dollars and cents.

G. The Official Bid Price Sheet may be reproduced as needed.

1.14 **PRIME CONTRACTOR RESPONSIBILITY**

A. A joint proposal submitted by two or more contractors is acceptable. However, a single Contractor **must** be identified as the prime Contractor.

B. The prime Contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.15 **INDEPENDENT PRICE DETERMINATION**

A. By submission of this proposal, the Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been arrived at independently, without collusion; and
- No prior information concerning these prices has been received from, or given to, a competitive company.

B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.16 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via e-mail or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Contractor.
- J. If a redacted copy of the submission documents is not provided with Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **will** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Contractor will be notified of the State's determination prior to release of the documents.
- L. The State has no liability to a Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.17 CAUTION TO CONTRACTORS

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

- I. Contractors may submit multiple proposals. Each proposal shall be submitted separately and must include all documents and information required under this RFP in order to advance to evaluation.

1.18 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.
- C. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- D. The contractor **shall** be responsible for checking the following Office of State Procurement (OSP) and DHS websites for any and all addenda up to the bid opening:

<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
<http://www.arkansas.gov/dfa/procurement/bids/index.php>
<https://medicaid.mmis.arkansas.gov/default.aspx>

1.19 **AWARD PROCESS**

A. Award Determination

The Grand Total Score for each Contractor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the highest ranking Contractors. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest ranking Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the DHS and OSP websites at:

<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
<http://www.arkansas.gov/dfa/procurement/bids/index.php>
<https://medicaid.mmis.arkansas.gov/default.aspx>

2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors 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. OP **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
4. It is the Contractor's responsibility to check the OP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for award and administration of any resulting contract.

1.20 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. "Minority business enterprise" is defined by Arkansas Code Annotated § 15-4-303(3) as a business that is at least fifty-one percent (51%) owned by one (1) or more persons who are lawful permanent residents of the state of Arkansas and who are:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veterans as designated by the United States Department of Veteran Affairs
- B. "Women-owned business enterprise" is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of the state of Arkansas.
- C. The Arkansas Economic Development Commission conducts a certification process for minority and women-owned businesses as provided under the Minority and Women-Owned Business Economic Development Act, Arkansas Code Annotated § 15-4-301 et seq. The Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.21 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to the State is a one-time Requirement. Contractors 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. Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Contractor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants. If selected, the Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
- B. OSP will notify the selected contractor(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 contractor(s) at that time.

1.23 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 Proposal Signature Page of the response packet, a Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.24 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Contractor's past performance with the State may be used to determine if the Contractor is "responsible." Proposals submitted by Contractors determined to be non-responsible **shall** be disqualified.

1.25 **TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
 6. Integrating into networks used to share communications among employees, program participants, and the public; and
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.26 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Contractor's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://dis.publishpath.com/policies-standards>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.27 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.28 PUBLICITY

- A. Contractors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a Contractor's proposal to be disqualified or for the contract to be terminated.

1.29 RESERVATION

The State **shall not** pay costs incurred in the preparation of a proposal.

1.30 DATA LOCATION

Contractor shall under no circumstances allow Arkansas data to be relocated, transmitted, hosted or stored outside the continental United States in connection with any services provided under this contract entered into under this RFP, either directly by the Contractor or by its subcontractors.

1.31 SCHEDULE OF EVENTS

Public Notice of Draft RFP	06/19/18
Deadline for Receipt of Written Questions	07/03/18
Response to Written Questions, On or About	07/26/18
Public Notice of RFP for Bid	08/03/18
Date for Bid Submission	08/17/18 12:00 p.m. C.T.
Date and time for Opening Bid	08/17/18 2:00 p.m. CT
Intent to Award Announced, On or About	09/21/18
Contract Start, (Subject to State Approval)	01/01/19

1.32 STATE HOLIDAYS

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

New Year's Day	January 1
Dr. Martin Luther	Third Monday in January
George Washington Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor **shall** maintain adequate staff on such working holidays.

SECTION 2 – MINIMUM REQUIREMENTS

Do not provide responses to items in this section unless expressly required.

2.1 INTRODUCTION

The Arkansas Department of Human Services (DHS) is seeking proposals, pricing, and a contract with a qualified vendor to provide clinical support for the primary purpose of reviewing prior authorization requests, conducting retrospective reviews, processing and tracking independent assessment referrals, providing medical reviews and consultations related to long-term services and supports for developmental disability and behavior health clients and some personal care services. The successful bidder under this RFP shall also provide additional related services listed below.

2.2 MINIMUM QUALIFICATIONS

The Contractor **must** meet the following requirements:

- A. The Bidder must have seven (7) years' combined contractual experience in performing prior authorization reviews, retrospective reviews and medical reviews as well as other types of medical-related consults **specified in this RFP**. For verification purposes, bidder must provide an overview of prior work meeting this requirement, including scopes of work, review volumes, contract amounts, and contact information for contract managers who can verify experience. Contact information for contract managers must include the following: current phone number, mailing address, email address, title, and printed name. Proposals may be disqualified from respondents whose references do not respond within five (5) business days of the request for verification.
- B. The Bidder must provide a current certification or accreditation from the National Committee for Quality Assurance (NCQA) or Utilization Review Accreditation and Certification (URAC) with a health utilization management designation, or similar **national healthcare-related** certification or **accreditation recognized by the Centers for Medicare and Medicaid Services (CMS)**.
- C. **Vendor must provide at least three (3) letters of reference that must attest to Vendor's prior authorization, retrospective review and medical review/consultation experience.**
 1. **Two (2) letters of reference must be from public or private entities other than the Arkansas Department of Human Services (DHS); and**
 2. **An additional letter of reference must be from any state Medicaid division, which may include the Division of Medical Services (DMS) within Arkansas DHS.**

All letters of reference must meet the following criteria:

- They shall be on official letterhead of the party submitting reference;
 - They shall be from entities with recent (within the last three (3) years) contract experience with the respondent;
 - They shall be from individuals who can directly attest to the respondent's qualification(s) relevant to this RFP;
 - They shall be limited to organizational references, not personal references;
 - They shall be dated not more than six (6) months prior to the proposal submission date;
 - They shall include the current phone number, mailing address, email address, title, printed name, and signature of the individual of the party submitting the reference.
- D. The Bidder must certify that the Bidder has not received any sanctions or corrective actions by a state or Federal government within the last ten (10) years. However, failure to certify may not disqualify a bidder's submission if the Bidder provides detailed documentation of each sanction and any corresponding corrective action received from a state or Federal government within the last ten (10) years. **Documentation must include status of all corrective actions within the last ten (10) years, including corrective actions completed to the satisfaction of the issuing government agency.**
 - E. **The Bidder and all subcontractors must certify that Bidder and all subcontractors have read the Organizational or Personal Conflict of Interest Clause (see Attachment G) and that Bidder and all subcontractors have no actual, apparent, or potential conflicts of interest with the DHS Independent Assessment vendor or Provider-Led Arkansas Shared Savings Entities (PASSE). If the Bidder or any subcontractor does have an actual, apparent,**

or potential conflict of interest, Bidder must disclose all relevant information pertaining to such conflict of interest. Bidders disclosing a potential, actual, or apparent conflict of interest must submit a conflict of interest mitigation plan. DHS, in its sole discretion, will determine if a conflict exists and whether it can be mitigated or waived. Bidders with conflicts of interest that cannot be mitigated or waived shall be disqualified.

- F. The Bidder must submit a Letter of Bondability from an admitted Surety Insurer with its bid submission. The letter should unconditionally offer to guarantee to the extent of one hundred percent (100%) of the contract price the bidders performance in all respects of the terms and conditions of the RFP and resultant contract.

2.3 **SCOPE OF WORK**

The successful contractor under this RFP shall be responsible for the following deliverables without limitation:

- A. The Contractor shall perform prior authorization and/or retrospective reviews for an array of services including, but not limited to:
1. Speech Therapy
 2. Physical Therapy
 3. Occupational Therapy
 4. Early Intervention Day Treatment
 5. Adult Developmental Day Treatment
 6. Non-Waiver Personal Care for Individuals twenty-one (21) years of age and older.
 7. Medicaid Behavioral Health Services
 8. Applied Behavioral Health Analysis (ABA) through the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program.
- B. The Contractor shall collaborate with DHS and DHS's Independent Assessment (IA) vendor to make and track referrals to the IA process, including but not limited to:
1. Maintenance of all needed infrastructure to compare IA referral requests against completed IAs;
 2. Screening of Outpatient Behavioral Health clients for AI referrals based on reviews of Medicaid claims data;
 3. Collection of all demographic data needed to submit with IA referral; and
 4. Tracking results of all IA referrals made by Contractor.
- C. The Contractor shall provide desk reviews to monitor outlier providers by identifying patterns of service provision for provider convenience or profit and complete retroactive authorization requests for beneficiary populations for whom Medicaid eligibility is retroactive.
- D. The Contractor shall provide physician reviews on an ad hoc basis as requested by DHS for state-sponsored quality improvement activities that require physician reviews.
- E. The Contractor shall review DMS 640 forms (see section 2.10) for completeness and additional select criteria.
- F. The Contractor shall provide methods and processes for services related to all review types, including without limitation:
1. Notifications to providers, beneficiaries and the DHS fiscal agent;
 2. Due process and reconsideration of adverse decisions; and
 3. Data corrections and maintenance.
- G. The Contractor shall provide evidence, testimony and additional assistance for all appeals related to adverse decisions. Contractor shall also be responsible for working with the incumbent contractor(s) during transition to expedite actions and services related to in-progress appeals.

- H. The Contractor shall provide a fully functional and secure web-based portal to facilitate communications with providers, DHS, the Fiscal Agent and other vendors; the portal shall be capable of submitting data to the Medicaid Management Information System (MMIS)/interChange.
- I. The Contractor shall provide all reports specified in this RFP in addition to up to fifty (50) ad hoc reports per year, provided as requested by DHS.

2.4 **PRIOR AUTHORIZATION REVIEWS**

Contractor shall apply the controlling federal and state laws, regulations and rules; standards specified in the Arkansas Medicaid State Plan; and professional judgment to determine medical necessity for prior authorization (PA) requests for services provided to Medicaid Beneficiaries, including the following without limitation:

- A. Speech Therapy (ST), Occupational Therapy (OT), and Physical Therapy (PT) for Medicaid Beneficiaries Receiving More Than Ninety (90) Minutes **per** Week.

Review Specifications

- a. Contractor must process all prior authorization requests within seventy-two (72) hours of receipt of complete documentation clearly establishing medical necessity.
- b. Reviews shall be conducted by a licensed speech, occupational or physical therapist depending on the type of service under review.
- c. If a PA request does not contain documentation clearly establishing that the requested services are medically necessary, Contractor shall refer the request to a peer reviewer or physician advisor who will determine whether to enter a determination that some or all of the requested care is not medically necessary (adverse decision).

- B. Early Intervention Day Treatment (EIDT) and Adult Developmental Day Treatment (ADDT)

1. Review Specifications

Contractor shall process PA reviews for EIDT and ADDT **if more units are medically necessary** and transmit notifications to the provider and DHS fiscal agent within **nine (9) calendar** days of receipt of sufficient documentation to determine medical necessity of the requested services as described in the Arkansas EIDT/ADDT Medicaid Provider Manual.

- a. Contractor shall comply with all criteria set out at Code of Federal Regulations (CFR) 42, Subchapter F, Part 475.
- b. Contractor shall process all PA requests and approve requests meeting medical necessity criteria.
- c. Contractor shall determine extension of benefits (**EOB**) as required by the Arkansas EIDT/ ADDT Medicaid Provider Manual and based on the entire record available; including credible documentation submitted by the EIDT or ADDT request.

2. Physician Reviewers

Contractor's EIDT and ADDT physician reviewers must review relevant peer- reviewed pediatric medical literature. Contractor shall provide to DHS verification of such reviews. Contractor shall provide written verification to DHS at least every six (6) months. Written verification for the SFY '18 must be provided to DDS/DMS no later than June 1, 2019, and subsequently semiannually.

- C. Non-Waiver Personal Care

1. Review Specifications

Contractor shall review and process Personal Care PA Requests (including without limitation new, renewal, modification, closure, information change, and provider change requests) for Medicaid beneficiaries who are twenty-one (21) years of age or older and who are not ARChoices Medicaid Waiver beneficiaries. For each request, Contractor shall make determinations to approve or deny, in whole or in part.

- a. Contractor shall review PA requests submitted electronically via the Contractor's web-based portal as

well as paper-based requests. Contractor shall require PA request submissions to include all information required by DHS pursuant to the controlling Arkansas Medicaid manual(s).

- b. Upon receipt of a Personal Care PA Request, Contractor shall first:
 - 1) Verify the beneficiary's Medicaid eligibility (unless the Request is to close a current PA).
 - i. For a beneficiary enrolled in the ARChoices Medicaid waiver program, Contractor shall forward the PA Request to DHS for processing.
 - ii. For a beneficiary enrolled in a PASSE, Contractor shall deny the PA request.
 - iii. Contractor shall close and end-date any current PA for a beneficiary who is no longer Medicaid eligible; and
 - 2) Verify whether the beneficiary has an active prior authorization for personal care services. Contractor shall deny the Personal Care PA Request if there is an active prior authorization with more than sixty (60) days remaining before expiration and the Request does not indicate a change of circumstances or change of provider.
- c. Contractor shall make a referral for an independent assessment by the Independent Assessment Vendor for each verified Request that requests a new PA, a renewal of a current PA, or a modification of a current PA due to a change in circumstances. Referrals shall be submitted electronically through a process to be mutually determined by DHS and the Independent Assessment Vendor.
 - 1) A request for a new PA or for modification of a current PA due to a change in circumstances must be submitted to the Independent Assessment Vendor no later than 4:30 p.m. CT on the next business day after Contractor's receipt of the Personal Care PA Request.
 - 2) Requests for PA renewal must be submitted to the Independent Assessment Vendor in a monthly batch, or on another frequency basis as determined by DHS.
 - 3) Referrals must be submitted to the Independent Assessment Vendor in the form, format, and process required by DHS.
 - 4) Referrals submitted to the Independent Assessment Vendor must include all information required by DHS.
- d. Upon completion of the independent assessment, Contractor shall retrieve the independent assessment data from the Independent Assessment Vendor through a process to be mutually determined by DHS and the Independent Assessment Vendor. If the Independent Assessment Vendor determines that the beneficiary is unreachable, Contractor shall send written notice to the provider and beneficiary. If the provider submits updated contact information for the beneficiary, Contractor shall re-send the updated referral to the Independent Assessment Vendor.
- e. Contractor shall review the Personal Care PA Request in conjunction with the independent assessment data to determine whether to approve or deny the request, in whole or in part, by applying standards and criteria provided by DHS, controlling federal and state laws and regulations, and professional judgment. Contractor must process each prior authorization request within seventy-two (72) hours of receipt of the independent assessment data.
- f. Contractor must use registered nurses licensed in the State of Arkansas or in another state to conduct reviews of Personal Care PA Requests.
- g. The Contractor's application of the controlling Arkansas Medicaid Manual(s) must be consistent with the Arkansas Medicaid Manual's provisions as interpreted by the DHS Division of Medical Services (DMS) and the Division of Aging, Adult, and Behavioral Health Services (DAABHS).
- h. If a Personal Care PA Request does not contain documentation clearly establishing that the requested services are medically appropriate and consistent with DHS standards and criteria, Contractor shall refer the Request to a peer reviewer or physician advisor who will determine whether to enter a determination that some or all of the requested care should be denied (adverse decision).

2. Change Requests

- a. Contractor shall receive requests to change beneficiary information, submitted electronically via the Contractor's web-based portal as well as paper-based requests. Upon receiving an information change request, Contractor shall electronically submit the change request to DHS and to the Independent Assessment Vendor in a form, format, and process to be determined by DHS. Contractor shall send a written acknowledgement of the change request to the provider(s) and beneficiary by close of business on the next business day after receipt of the request.
- b. Contractor shall receive requests to change providers, submitted electronically via the Contractor's web-based portal as well as paper-based requests. Upon receiving a provider change request, Contractor shall send a written acknowledgement of the change request to both the current and new providers and to the beneficiary by close of business on the next business day after receipt of the request. Contractor shall contact the current provider to determine the number of units of service provided in the current month and then prorate the remaining units of service to be provided in that month by the new provider. Contractor shall then close and end-date the current PA and open a new PA for the new provider.

D. Medicaid Behavioral Health Programs

1. Review Specifications

- a. The Contractor shall perform medical necessity and quality of care determinations of certification of need (CON), prior authorizations, continuing stay authorizations, extension of benefits (EOB), as well as amendments and corrections of existing authorizations for the following list of Medicaid behavioral health programs when requested by Arkansas Medicaid providers, in compliance with all criteria set out at 42 CFR Subchapter F, Part 475 and in compliance with the Medical Fairness Act (MFA):
 - 1) School-based Mental Health (SBMH);
 - 2) Outpatient Behavioral Health Services (OBHS) programs including Acute Crisis Units and Infant Mental Health; and
 - 3) Acute Inpatient Psychiatric Services for individuals under twenty-one (21) years of age.
- b. The Contractor shall perform medical necessity reviews, quality of care determinations for extension of benefits, prior authorization reviews, Certificate of Need, and subsequent continued service reviews. Inpatient acute reviews are for the under twenty-one years of age (U21) population only. Turnaround times for reviews are as follows (all turnaround times include transmittal of the determination notices in compliance with the MFA):
 - 1) Outpatient Reviews must be completed in no more than nine (9) calendar days of receipt of the necessary information to process the request.
 - 2) Certification of Need and Continued Stay Reviews for Acute Inpatient Psychiatric Services must be completed in one (1) calendar day (excluding weekends and State observed holidays as recognized by the Arkansas Secretary of State) of receipt of the necessary information to process the request, including transmittal of determination notices in compliance with the MFA.
 - 3) Referral for independent assessment psychiatric acute admissions must be submitted within twenty-four (24) hours of reported admission or Certification of Need request.
 - 4) All timelines resulting from notices of action shall commence counting on the next day following postmark if mailed, transmittal verification if faxed or electronic time verification sent via Health Insurance Portability and Accountability Act (HIPAA)-compliant electronic means.
 - 5) Contractor shall provide sufficient staffing to perform all specified reviews (see Section 2.X(C)(1) below).

2. Provisional Billing

The Contractor shall issue a provisional billing authorization number to the provider of services if continuing services are denied and the Medicaid beneficiary follows established procedure for opting to continue services pending an administrative hearing.

- E. Applied Behavioral Health Analysis (ABA) through the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program.
 - 1. The Contractor shall perform medical necessity determinations for those seeking ABA services through the EPSDT program.
 - 2. The Contractor shall perform medical necessity determinations for ABA initial behavioral assessments. These reviews must be completed within nine (9) calendar days of receipt of the necessary information to process the request.
 - 3. The requests shall be reviewed by a Board Certified Behavior Analyst (BCBA) with sufficient supervision and licensure as required by the Behavior Analyst Certification Board.
 - 4. Only a board certified psychiatrist shall deny requests based on medical necessity.

2.5 INDEPENDENT ASSESSMENT REFFERALS (BEHAVIORAL HEALTH SERVICES)

- A. Contractor shall collaborate with DHS and the Independent Assessment (IA) vendor to establish screening criteria to identify Outpatient Behavioral Health beneficiaries who might be eligible for Provider-Led Arkansas Shared Savings Entity (PASSE) services and who should be referred to the Independent Assessment (IA) vendor for an Independent Assessment.
- B. In certain instances, including but not limited to the following, Contractor shall refer the beneficiary for an IA:
 - 1. If Contractor's screening indicates that a beneficiary receiving Outpatient Behavioral Health services should be referred for an IA per the above-referenced criteria.
 - 2. If a beneficiary is admitted to specified in-patient facilities as an acute admission, any request for a PA for that type of facility shall automatically trigger a referral of the beneficiary for an IA. Contractor and DHS shall establish criteria to identify such facilities and admission types.
- C. Referral process:
 - 1. In making a referral, Contractor shall work with DHS and the IA vendor to develop a procedure so that Vendor is able to:
 - a. Verify whether the referred beneficiary has already been assessed for Tier 2 or Tier 3 services and/or assigned to a PASSE, and
 - b. Verify whether the referenced beneficiary has already been assessed for Tier 1 or assigned to a PASSE. If a beneficiary has previously been referred for an IA, but the previous referral was more than twelve (12) months prior to the current referral, the IA vendor shall treat the referral as a new referral and conduct another IA.
 - 2. Immediate referral for IA for psychiatric acute admissions shall be made using the Optum ARIA portal. The Certification of Need (CON) for these admissions must be processed within forty-eight (48) hours.

2.6 INDEPENDENT ASSESSMENT TRACKING (ST, OT, PT, EIDT, ADDT AND BEHAVIORAL HEALTH SERVICES)

- A. Contractor shall collaborate with DHS and the IA vendor to track timeframes related to the IA process, including but not limited to:
 - 1. Time from PA request to referral to IA vendor;
 - 2. Time from referral to the IA vendor to conducting the IA;
 - 3. Time from conducting the IA to the Tier determination (0, 1, 2 or 3);
 - 4. Time from the Tier determination to assignment to a PASSE;

- B. IA Tracking will be conducted by Contractor for all IA activity regardless of whether Contractor initiated the referral to the IA vendor.
- C. Contractor shall follow client and develop reporting tracking all acute admissions against completion of IA and Tier determination.
- D. Contractor shall submit to DHS a regular monthly report pertaining to information tracked under this section.

2.7 **RETROSPECTIVE REVIEWS**

The Contractor shall apply relevant portions of the controlling Federal and state laws, regulations, and rules, as well as any additional standards provided by DHS and professional judgement, to determine medical necessity and proper utilization of the following without limitation:

- A. Speech Therapy (ST), Occupational Therapy (OT), and Physical Therapy (PT) for Medicaid Beneficiaries Receiving Ninety (90) Minutes or Less Per Week.
 - 1. **Review Specifications**
 - a. Within ten (10) business days of the start of each calendar quarter the Contractor shall randomly sample Occupational, Physical, and/or Speech Therapy claims for ninety (90) minutes a week or less paid during the previous completed calendar quarter and notify providers of the selected Medicaid beneficiaries. The random sample shall be ten percent (10%) of claims paid during the previous quarter.
 - b. Reviews shall be conducted by a licensed speech, occupational or physical therapist depending on the type of service under view.
 - c. The Contractor's application of the controlling Medicaid Manual(s) shall be consistent with the Medicaid Manual's terms as interpreted by the DHS Division of Medical Services (DMS) and the Division of Developmental Disabilities (DDS).
 - d. Contractor shall complete the sampling and provider notices within twenty (20) business days of the start of each calendar quarter.
- B. Early Intervention Day Treatment and Adult Developmental Day Treatment
 - 1. **Review Specifications**
 - a. The Contractor shall conduct a random selection of Early Intervention Day Treatment (EIDT) and Adult Developmental Day Treatment (ADDT) claims paid during the previous completed calendar quarter and notify providers of their selected Medicaid beneficiaries. The random sample size shall be twenty percent (20%).
 - 1) Subject to DHS approval, Contractor shall establish selection criteria, including without limitation, frequency of selections.
 - 2) Contractor shall notify providers of cases selected and request documentation to support the medical necessity of core EIDT and ADDT services provided to the identified Medicaid beneficiaries within ten (10) business days of selection.
 - b. The Contractor shall review claims files selected during the random selection process to determine if EIDT/ADDT care services provided to Medicaid beneficiaries were medically necessary.
 - 1) Contractor shall apply relevant provisions and criteria in the controlling Medicaid Manual(s).
 - 2) Contractor shall report the results of medical necessity reviews to DHS on a quarterly basis and within a timeframe agreed upon by DHS.
 - c. Contractor shall verify the completion of the Developmental Screen for each Medicaid beneficiary

selected for review if the beneficiary is a child and is a new admission or enrollee (within the past twelve (12) months) to the EIDT program.

- 1) Contractor shall establish and implement a process to verify the completion of the Developmental Screener.
- 2) Subject to DHS approval, Contractor shall define reporting requirements for verification of Developmental Screeners for each new EIDT Medicaid beneficiary selected for retrospective review.

C. Behavioral Health Services

1. Review Criteria (Outpatient)

- a. Contractor shall perform sample retrospective reviews of thirty percent (30%) of paid claims for Outpatient Behavioral Health services provided to beneficiaries in compliance with all criteria set out at 42 CFR Subchapter F, Part 475. Upon request, the Contractor shall perform audits of medical records as provided in section 142.300(D) of the Arkansas Medicaid provider Manual.
- b. The Contractor shall retrospectively review provider and patient records for compliance with program requirements and conformity with professionally recognized standards of health care. The Contractor shall audit medical records for the purpose of validating those records against paid claims and adherence to the policies set forth in the program manual and medical necessity criteria. The Contractor shall initiate recoupment activities based on audit results. The fiscal agent is responsible for conducting the recoupment process based on approval from DHS. The claims reconciliation and automated recoupment of funds shall occur through use of an electronic data transmittal system in conjunction with DHS and its fiscal agent.
- c. Contractor shall provide sufficient staffing to perform specified reviews. Retrospective reviews may be performed by any member of the multi-disciplinary team specified in Section 2.15 (1) below with the exception of psychiatrists.

2. Review Criteria (Inpatient)

- a. Contractor shall perform sample retrospective reviews of thirty percent (30%) of paid claims for Inpatient Behavioral Health services provided to beneficiaries in compliance with all criteria set out at 42 CFR Subchapter F, Part 475. Upon request, the Contractor shall perform audits of medical records as provided in section 142.300(D) of the Arkansas Medicaid provider Manual.
- b. The Contractor shall retrospectively review provider and patient records for compliance with program requirements and conformity with professionally recognized standards of health care. The Contractor shall audit medical records for the purpose of validating those records against paid claims and adherence to the policies set forth in the program manual and medical necessity criteria. The Contractor shall initiate recoupment activities based on audit results. The fiscal agent is responsible for conducting the recoupment process based on approval from DHS. The claims reconciliation and automated recoupment of funds shall occur through use of an electronic data transmittal system in conjunction with DHS and its fiscal agent.
- c. Contractor shall provide sufficient staffing to perform specified reviews. Retrospective reviews may be performed by any member of the multi-disciplinary team specified in Section 2.15 (1) below with the exception of psychiatrists.

2.8 **DESK/RETROACTIVE REVIEWS**

A. Review Specifications

1. The Contractor shall provide desk reviews to monitor outlier providers **operating outside the PASSE and complete retroactive authorization requests for services for clients who did not have Medicaid at the time services were rendered, and otherwise as** determined necessary and at the request of DHS.
2. The Contractor shall complete desk reviews and submit them to DHS with a written report of findings in a manner acceptable to DHS and within thirty (30) calendar days of the receipt of provider records unless a written extension is obtained from DHS.
3. Contractor shall provide sufficient staffing to perform specified reviews (see Section 2.15 (1) below).

2.9 PHYSICIAN REVIEWS

The Contractor shall provide physician reviews on an ad hoc basis as requested by DHS for state-sponsored quality improvement activities that require physician reviews.

2.10 VALIDATION REVIEWS

Contractor shall review DMS 640 forms for Medicaid beneficiaries who (1) have an existing prescription for more than ninety (90) minutes per week of a therapy modality as of July 1, 2017, and (2) have a valid prescription to receive a therapy modality due to acute injury, trauma, wound, burn or surgery to determine that the forms are complete. Activities related to DMS-640 forms shall be phased out of this contract as procedure codes are updated by DHS and with sixty (60) days' notice provided to the Contractor by DHS.

A. Review Specifications

1. Contractor shall determine whether DMS 640 forms are complete and fit one (1) of the (2) two criteria stated above. Contractor shall not attempt to determine whether form contents are accurate, demonstrate medical necessity, or show compliance or noncompliance with controlling federal and state laws, regulations, and rules, and standards provided by DHS.
2. Contractor shall make determinations within ten (10) business days, not including the date Contractor received the form for review.
3. The Contractor shall identify incomplete forms to the submitting providers within five (5) business days of completing the review.
4. For completed DMS-640 forms, Contractor shall enter authorizations per the DMS-640 form contents, including:
 - a. The procedure code(s),
 - b. The total number of service-time increments for each authorization,
 - c. The authorization control number, and
 - d. The approval beginning and ending dates of service.
5. Contractor shall transmit the authorization information to the Arkansas MMIS via the contractor-provided interface see Attachment H.
6. Contractor shall correct errors and omissions in data submitted.

2.11 DUE PROCESS PROCEDURES

As part of its bid submission, bidder shall propose due process procedures to address reconsideration requests for all review types specified above. Bidder's proposal must comply with the specifications outlined below:

A. General Specifications

1. Contractor shall send Notices of Action to providers and Medicaid beneficiaries of adverse decisions regarding PAs RRs and other review types specified herein per the controlling Medicaid Manual(s).
2. Contractor shall afford providers and Medicaid beneficiaries an opportunity for reconsideration per the controlling Medicaid Manual(s) and shall provide written notification to the provider and Medicaid beneficiary of the outcome of each reconsideration request within thirty (30) days of receipt of sufficient documentation to determine medical necessity of requested services, unless otherwise noted below. Denial notifications must include a case-specific denial rationale.

3. Contractor shall comply with all due process procedures per the controlling Medicaid Manuals including implementing a reconsideration process.
4. The provider may request reconsideration only once per PA or review and the Contractor may not bill DHS for any provider reconsideration requests.
5. Contractor's notices must be approved by DHS and must conform to the requirements of federal and state law and the controlling Medicaid Manual(s).
6. Contractor shall respond by **e-mail** to any informal (i.e., not part of a reconsideration or appeal) communication resulting from adverse decisions.

B. Additional EIDT/ADDT Specifications

Contractor shall reconsider its determinations as required by the Arkansas EIDT/ADDT Medicaid Provider Manual and based on the entire record available, including credible documentation submitted by the clinic requesting the reconsideration.

C. Additional Medicaid Behavioral Health Specifications

The Contractor shall set forth a reconsideration (informal dispute resolution) process to reconsider medical necessity determinations, citations, deficiencies, or sanctions when requested by the provider. The Contractor's reconsideration is contingent upon the provider submitting additional information. A second Arkansas licensed, board certified psychiatrist must review and determine the disposition of the reconsideration. All reconsideration requests must be processed by the Contractor within seven (7) calendar days of receipt from the provider. If services are denied in whole or in part upon reconsideration, the Contractor must send a written notice of the Contractor's final denial determination and case specific denial rationale to the provider and the beneficiary in compliance with the MFA and within the seven (7) calendar day timeframe specified above. Denial notices must include a statement of both the beneficiary's and the provider's right to an administrative hearing under the Arkansas Administrative Procedure Act. In addition to the reconsideration process, the contractor may opt to establish a renegotiation process with the provider. However, renegotiations must be processed within the timeframes established above and the Contractor may not bill DHS for any renegotiation.

D. Additional ABA Specifications

A second board certified psychiatrist must review and determine the disposition of the reconsideration in consultation with the BCBA.

E. Additional Desk Review Specifications

If citations or deficiencies are remedied in the reconsideration process for the desk review, the Contractor must revise the written report and send it to the provider and DHS within ten (10) calendar days of the new determination.

2.12 APPEALS OF ADVERSE DECISIONS

Contractor shall participate in all activities related to any appeal of its determinations or actions and make documents and witnesses available for the defense of adverse decisions and litigation based in whole or in part on the contractor's acts or omissions. As part of its submission under this RFP, Contractor shall propose a transition plan for working with the incumbent contractors to expedite actions and services related to in-progress appeals.

- A. Contractor must advise Medicaid beneficiaries of their right to appeal an adverse action regarding the denial of PA, including reconsiderations.
- B. Contractor shall supply documents to DHS within five (5) business days of a specific request.
- C. Contractor shall prepare and submit to DHS a written hearing statement, to be created in a form and format approved by DHS, within fifteen (15) days of receiving notice of an appeal being filed.
- D. Contractor shall provide witnesses (registered nurses, physicians, or both as necessary) who are familiar with and can explain the adverse determination for depositions and hearings as scheduled and which may be held in person or by phone, at the discretion of the administrative law judge, hearing officer, or DHS.

- E. Contractor shall respond, upon request, to DHS in letter format to any communication resulting from an adverse decision within a timeframe specified by DHS.
- F. Contractor shall be responsible for taking any required actions transpiring within the specified timeframes for an appeal or hearing. In the event a case is remanded for payment due to contractor error or neglect, the contractor shall be held responsible for payment of the claim

2.13 **NOTIFICATIONS**

Contractor must notify the provider, the beneficiary, and the fiscal agent of request determinations as specified below.

A. General Specifications

1. All notifications of review determinations shall be sent within one (1) business day from the date the determination is made.
2. All notifications of the closure or expiration of a PA shall be sent not less than ten (10) days before the PA closes or expires **(Non-Wavier Personal Care only)**.
3. All notifications must be made in compliance with the applicable Arkansas Medicaid Manual(s) and federal and state law.
4. Contractor's notices must be approved by DHS and must conform to the requirements of federal and state law and the controlling Arkansas Medicaid Manual(s).
5. PA notices shall include the following information without limitation:
 - a) The procedure code and applicable modifiers.
 - b) The total number of service-time increments/units of service for each PA,
 - c) The PA control number,
 - d) The approval beginning and ending date of service.
 - e) Signature of Contractor's reviewer including credentials for the determination and date.
6. Contractor's data submissions shall have an error rate of no more than five percent (5%).
7. Errors or omissions in notifications to providers or beneficiaries must be corrected and notice submitted electronically or by telephone to the provider and beneficiary within forty-eight (48) hours of the discovery of the error or omission, with a follow-up written notice to the provider and beneficiary within five (5) business days if the initial notice is by telephone.

B. Notices to Beneficiaries

1. Notices shall be sent by U.S. postal mail.
2. Notices of adverse decisions shall include a case-specific rationale based on medical necessity and a statement of beneficiary's right to administrative hearing under Arkansas Administrative Procedure Act.
3. Notices of adverse decisions shall identify any applicable appeal rights of the beneficiary. Contractor shall respond by letter to any informal (i.e., not part of a reconsideration or appeal) communication resulting from adverse decisions within five (5) business days.
4. Contractor shall send a written acknowledgement of PA change request to the beneficiary by close of business on the next business day after receipt of the request.

C. Notices to Providers

1. Notices shall be transmitted by electronic mail or other electronic means.

2. Notices of adverse decisions shall include a case-specific rationale based on medical necessity and a statement of providers' right to administrative hearing under the Arkansas Administrative Procedure Act.
3. Notices of adverse decisions shall identify any applicable appeal rights of the provider. Contractor shall respond by letter to any informal (i.e., not part of a reconsideration or appeal) communication resulting from adverse decisions.
4. Contractor shall send a written acknowledgement of PA change request to the provider by close of business on the next business day after receipt of the request.

D. Notification of DHS Fiscal Agent

1. Notices shall be transmitted electronically to the Arkansas MMIS/interChange via the contractor provided portal (see Section 2.18 A, Data Transmission). This shall include without limitation closing and end-dating current PAs and opening new PAs for a modification or provider change; and closing and end-dating current PAs upon request.
2. Contractor's data submissions shall have an error rate of no more than five percent (5%).
3. Contractor shall correct errors and omissions in data and transmit to the Arkansas MMIS via the contractor-provided interface (see section 2.18 A Data Transmission) within twenty-four (24) hours of discovery.

E. Additional Notification Specifications for Retrospective Reviews

Contractor shall notify providers of cases selected and request documentation to support the medical necessity of services provided to the identified Medicaid beneficiaries within ten (10) business days of selection.

2.14 REPORTS

A. Overview

1. Contractor shall provide regular monthly, quarterly and special and/or ad hoc reports to DHS.
2. Reports shall be submitted to DHS in a secure HIPAA-compliant manner, in Excel format or another format approved by DHS, unless otherwise specified below.
3. Reports shall be submitted no later than the fifteenth (15th) calendar day after the end of the preceding month, quarter or other timeframe for which the report will be based unless otherwise specified below.
4. Contractor shall base all reports on data, records and information collected and maintained by Contractor in the course of fulfilling this contract.
5. Contractor shall complete, file, retain, and make available upon request all program records in a secure, HIPAA-compliant manner.
6. Documentation of all actions and activities under this Contract must be maintained by Contractor in accordance with the Arkansas Records Retention Policy or at the conclusion of an appeal or litigation, whichever is longer.

B. Monthly Reports

1. Retrospective Reviews: Contractor's monthly reports to DHS shall include the number and disposition of Retrospective Reviews by therapy modality completed during the preceding month as well as any recommendations for further action by DHS.
2. Desk Reviews: Contractor's monthly reports to DHS shall summarize all desk reviews completed and pending for the previous month. Additionally, the Contractor must submit to DHS a detailed written report of findings within fourteen (14) calendar days of the completed review unless documented exceptions are made by DHS. The Contractor must submit revised or amended reports when citations or deficiencies are remedied in the reconsideration process for a desk review.
3. Validation Reviews: Contractor's monthly reports shall include statistical data from the preceding month representing the number of DMS 640 forms received, the number determined complete, the number

determined to be incomplete, and the number of authorizations transmitted to the Arkansas MMIS/interChange.

4. Data Corrections: Contractor's monthly reports to DHS shall include all data corrections executed within the preceding month along with compliance metrics for required notifications.
5. IA Referrals: Contractor's monthly reports shall reflect all referrals to the IA vendor for the preceding quarter, including without limitation the rationale for referral and all related data. This data shall be extractable as a separate detailed report.

C. Quarterly Reports

Contractor shall provide Quarterly reports containing the following without limitation:

1. Review Requests: Contractor's quarterly reports shall reflect the number of PA, certification of need, continuing stay and extension of benefits requests received, categorizing the number approved, partially approved or denied and identifying timeliness metrics for compliance with the deadlines set forth herein.
2. Retrospective Reviews: Contractor's quarterly reports shall include review activities and findings and all information regarding adverse decisions related to the recoupment of funds. This information shall also be transmitted to the DHS fiscal agent via the Arkansas MMIS/interChange.
3. Due Process: Contractor's quarterly reports shall include all in-progress and completed due process actions for the preceding quarter by review type, provider type, resolution, basis for determination (by categories), all relevant dates and timeframes for disposition, and if the matter has been appealed.
4. Appeals: Contractor's quarterly reports shall include all in-progress and completed administrative appeals for the previous quarter including timeframes and disposition(s);
5. Complaint Resolution: Contractor's quarterly reports shall reflect all complaints received during the previous quarter including response times and resolutions.
6. Payment Integrity: Contractor's quarterly reports shall provide analyses of inconsistencies between PA requests and subsequent claims.
7. Trend Reporting: Contractor's quarterly reports shall include analyses of utilization patterns during the preceding quarter and a rolling annual review of patterns, including without limitation:
 - i. Top five percent (5%) most expensive Medicaid Beneficiaries;
 - ii. Outlier Providers based on billed outpatient procedure codes and determining the potential savings assuming the outlier's distribution of billing resembled the rest of the state; and
 - iii. Recommendations for Desk Reviews. Desk Review recommendations shall only be actionable upon approval by DHS (see Section 2.9 Desk Reviews.)
8. Annual Reports, including Record Retention Compliance reports and any other annual reports requested by DHS, shall be submitted to DHS on or before a date agreed upon by DHS and the Vendor.

D. Special and Ad Hoc Reports

1. At the direction of DHS, Contractor shall provide specific program management reports acceptable to DHS for evaluation of review processes within two (2) business days of request by DHS.
2. Any additional reporting requirements or special/ad hoc reports shall be determined by DHS in conjunction with Vendor and shall identify fields/variables to be included and how calculations will be made. Contractor shall be required to provide a maximum of fifty (50) ad hoc reports per year at the request of DHS.

2.15 STAFFING

Bidder's proposal must include an organizational chart showing all proposed staffing to perform the services specified in the scope of work and to meet the following minimum staffing requirements without limitation. Bidder may propose additional positions and/or education requirements, provided that these meet or exceed the specifications listed below.

- A. The Contractor shall provide one (1) Full-Time Equivalent (FTE) Project Director with an advanced degree and five years' experience in a utilization and quality control peer review setting.
- B. The Contractor shall provide one (1) FTE Provider Training and Support Program Director with a minimum of a Bachelor's degree in a health, human services, or policy field with five (5) or more years of experience in clinical practice evaluations and at least three (3) years of management experience.
- C. The Contractor shall provide one (1) or more master's degree or higher educational-level statisticians to select record samples to be retrospectively reviewed and to be able to provide testimony in the event of any legal proceeding.
- D. The Contractor shall provide sufficient staffing to perform all contract functions according to the specifications listed below:

1) Behavioral Health Services

At a minimum, staffing must include a multi-disciplinary team of, licensed psychologists or psychological examiners, other licensed mental health professionals, duly credentialed substance abuse professionals and Arkansas licensed board- certified psychiatrists in active practice The contractor shall state the minimum number of psychiatrists it will engage in order to perform the scope of all work. All review staff must be trained and possess experience in proper investigative techniques and detailed instruction on writing deficiencies. The contractor shall incur any expenses related to initial and continuing training in audit techniques.

2) Developmental Disabilities Services

At a minimum, staffing must include a multi-disciplinary team of licensed registered nurses, licensed physical therapists, licensed occupational therapists, licensed speech-language pathologists, Board Certified Behavior Analysts, developmental therapists, and licensed, board-certified pediatricians who have experience with children with developmental disability or delay. All individuals must have an Arkansas licensed to practice in their respective disciplines. In addition, each staff member must have a minimum of **one (1)** year experience working **directly with** individuals with developmental disabilities. All review staff must be trained and possess experience in proper investigative techniques and detailed instruction on writing deficiencies. The contractor shall incur any expenses related to initial and continuing training in audit techniques.

3) Non-Waiver Personal Care

At minimum, staffing must include registered nurses and physicians licensed in Arkansas or in another state.

2.16 PROVISION OF OFFICE SPACE

- A. The Contractor's office must be open from 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday. The Contractor must have an automated method of receiving messages and information from providers after business hours, on holidays and during all other office closures.
- B. **Contractor** must provide a physical location within the State of Arkansas sufficient to house all core staff within ninety (90) days of the contract start date. Although clinicians must be licensed in the State of Arkansas, they need not be located in the State of Arkansas.
- C. All computers, equipment and other resources necessary to fulfill the terms of this contract shall be at **Contractor's** expense and shall be properly maintained to minimize any negative impact on performance of duties.

2.17 COMPLAINT RESOLUTION PROCESS

- A. The Contractor shall establish a complaint resolution process to respond to written and verbal provider inquiries.

- B. The Contractor shall maintain a call log for five (5) years documenting all verbal complaints received, summary of discussions, and disposition of the calls.
- C. The Contractor shall reply in writing to all written complaints received directly by the Contractor within five (5) calendar days of receipt of each complaint with a copy of the reply to DHS.
- D. The Contractor shall promptly reply in writing to DHS when requested by DHS regarding any correspondence, including correspondence about complaints received in connection with the contract. The exact time for a reply will be determined on a case-by-case basis by DHS.

2.18 DATA TRANSMISSION

The Contractor must provide a secure computer system, electronic web-based portal, and system interfaces for the performance of the requirements set forth in the contract.

- A. The Contractor shall maintain, revise and update a secure web-based data transmission system for accepting review requests from providers and returning determination notifications, including denial rationales, to providers in accordance with HIPAA and other mandatory security standards. Providers are not required to use the web-based system, so the Contractor must be able to receive and respond to requests from the provider via fax, e-mail, or postal mail. The Contractor shall be solely responsible for the cost of maintenance, revisions, and updates of the database and transmission system as necessary to perform the services specified in the contract. Back-up systems or methods are required to assure that data is received and transmitted in order to fulfill the contracted activities.
- B. The Contractor shall maintain, revise and update a database and electronic system to communicate approval and denial determinations and automated recoupments to the Medicaid fiscal agent via the Arkansas MMIS/interChagne. Communications must comply with the MFA, Ark. Code Ann. § 2077-1701 et seq. The system must meet the data specifications to interface with the Arkansas MMIS/interChange found in Attachment H. The Contractor must detect and correct electronic data and data transmission errors as part of the daily verification process. The Contractor shall be solely responsible for the cost of maintenance, revisions, and updates of the database as necessary to fulfill the contract. Back-up systems or methods are required to assure that data is received and transmitted in order to fulfill the contracted activities.
- C. The Contractor shall enter into data use agreements with DHS and all other interested parties as necessary to fulfill the obligations of the contract.
- D. The Contractor shall provide sufficient fax, data and telephone lines (local and toll-free long distance) and equipment to communicate as required by this contract.

2.19 PROVIDER TRAINING

Contractor shall provide training and technical support for providers and State staff with regard to use of the Contractor's web-based portal, the PA approval process, and Medicaid rules and procedures related to PA, RR and other request types. As part of Bidder's response to this RFP, Bidder shall propose a training plan which may include a combination of the following components without limitation.

- In-Person Regional Trainings,
- On-Site Coaching,
- Web-based training,
- Provider Helpline,
- Training Manual; and
- Train-the-Trainer for Arkansas State Staff.

2.20 DATA MAINTENANCE

A. Historical Data

In order to provide a workable database containing historical data from the beginning of this contract, Contractor shall make a good faith effort to work with the incumbent vendor(s) to extract a minimal amount of data to serve as a baseline for Contractor's database of historical data.

B. Data Errors and Corrections

1. Contractor shall be responsible for updating MMIS/interChange with any data corrections within twenty-four (24) hours via the **Contractor**-developed Interface.
2. Contractor shall notify the requesting Provider and the Fiscal Agent of any corrections within forty-eight (48) hours.
3. Contractor shall report monthly to DHS any data corrections and timeframes for required notification.

C. Required Interfaces and Data/Information Flows

1. Contractor shall interface with all necessary persons, entities and systems necessary to comply with all requirements herein, including but not limited to:
 - a) Providers,
 - b) DHS,
 - c) Fiscal Agent (currently DXC),
 - d) IA vendor (currently Optum),
 - e) IA portal (ARIA, currently through Optum),
 - f) PASSEs.
2. All required interfaces shall be based on file formatting and layout as required by each vendor.
3. Contractor shall work expediently and in good faith with each current vendor in order to have the all necessary interfaces operational prior to implementation of the contract.

D. Data Security and Breaches

1. All data stored in Contractor's database shall be secure and comply with all state and federal laws, including but not limited to HIPAA.
2. Contractor shall notify DHS immediately of any compliance violations or breach, incident, issue, complaint, sanction or occurrence related to Protected Health Information (PHI), Personal Identifying Information (PII), HIPAA transactions and code sets, or similar matters as identified by the **Contractor** or DHS.

E. Data Retention and Disposal

1. Contractor shall comply with all applicable laws regarding retention of records, data and information relating to this contract.
2. Documentation related to all processes set out herein shall be maintained by Contractor in accordance with the Arkansas Records Retention Policy or at the conclusion of an Appeal or litigation, whichever is longer.
3. Contractor shall complete, file, retain, and make available upon request all program records in a secure, HIPAA-compliant manner.
4. Contractor must develop and maintain means of legal proof that notices were sent in accordance with the timeframes set forth herein.
5. At the end of this contract, or upon DHS's request, Contractor shall work with DHS to transfer all the data contained in its database.
6. All data received and developed by Contractor shall be owned by DHS; Contractor shall not utilize data for any purposes other than those specified in this RFP unless specifically requested in writing by DHS.
7. After Contractor has complied with any data transfers requested by DHS, Contractor shall comply with HIPAA requirements regarding data destruction.

F. Business Continuity and Recovery Plan

1. Contractor shall develop a Business Continuity and Recovery Plan to deal with unexpected events that may affect its ability to perform any or all functions under this contract;

2. Contractor shall perform, at a minimum, a complete back-up of all internal data at least every three (3) business days, and data must be able to be recovered within three (3) business days.

2.21 **PROGRAM IMPLEMENTATION**

As part of its bid submission, Contractor must propose a detailed timeline for the phased implementation of all requirements specified in this RFP. Contractor's proposed implementation timeline must adhere to the following schedule:

A. Phase I: January 2019

1. Portal buildout with interface to MMIS
2. Provider training on portal use
3. Prior Authorization/Extension of Benefits reviews for OT, PT, and ST.
4. Certifications of Need and Extension of Benefits reviews for Inpatient Behavioral Health

B. Phase II: February 2019

1. Prior Authorization/Extension of Benefits reviews for Outpatient Behavioral Health.
2. Desk/Retroactive reviews for Behavioral Health (Inpatient and Outpatient).
3. Extension of Benefits reviews for EIDT/ADDT

C. Phase III: March 2019

1. Independent Assessment Referral Screens for Outpatient Behavioral Health
2. Retrospective Reviews for OT, PT, ST and EIDT/ADDT
3. DMS 640 Validation Reviews
4. Prior Authorization Reviews for ABA services through EPSDT
5. Retrospective Reviews for Behavioral Health (Inpatient and Outpatient)
6. All activities related to Non-Waiver Personal Care

2.22 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards the Contractor **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 Contractor 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 **may** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the

control of the Contractor that hindered the performance of services or if it is in the best interest of the State to do so. 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, Contractor **shall** follow the direction of the agency regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

Do not provide responses to items in this section unless expressly required.

3.1 TECHNICAL PROPOSAL SCORE

- A. OP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals 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 Technical Proposals. Evaluation will be based on Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
 2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings in a consensus scoring meeting. At this consensus scoring meeting, each evaluator 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 the scores recorded on the preliminary Individual Score Worksheet with the group, the individual committee members will be given the opportunity to adjust the score contained on the initial Individual Score Worksheet, 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 proposal. For purposes of scoring, only the final scores of the evaluators reflected on the Consensus Score Sheet will be used. Each evaluator shall sign the Consensus Score Sheet affirming that the score noted is the score intended by the evaluator.
 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
Provide a detailed narrative on past experience implementing similar IT buildouts along with corroborating references.	5	10	105
Provide an Organization chart showing proposed staffing, including experience, education level for each function. This should also identify "core staff" who will be housed in Arkansas office	5	10	70
Describe your Notifications, due process and reconsideration, data corrections and maintenance plans of action	5	10	70
Describe fully your proposed Implementation Timeline	5	10	70
Provide your proposed Provider Training	5	10	70

Describe your proposed method of providing a Secure Portal – does bidder propose “off-the-shelf” or “from scratch” approach	5	10	35
Describe your proposed Records Retention and Maintenance	5	5	35
Describe your proposed plan of action to Transition of appeals functions from existing vendors	5	5	35
Describe your proposed complaint Resolution Process	5	5	35
Describe your proposed Business Continuity and Recovery Plan	5	10	35
Describe the various reports your proposal would include, give an example of Sample reporting, including trend reporting to identify outlier providers and other trends proposed by bidder and to inform DHS referrals for “desk reviews.”	5	5	35
Describe your proposed complaint resolution process	5	5	35
Bidder with a current certification or accreditation from the National Committee for Quality Assurance (NCQA) or Utilization Review Accreditation and Certification (URAC) with a health utilization management designation	5	5	70
Technical Score Total		100	700

D. The Contractor’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. Contractor’s weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

F. Technical Proposals that do not receive a minimum weighted score of four hundred fifty (450) shall not move forward in the solicitation process. The pricing for proposals which do not move forward **shall not** be opened or scored.

3.2 COST SCORE

A. When pricing is opened for scoring, the maximum amount of cost points will be given to the Contractor with the lowest grand total as shown on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)

B. The amount of cost points given to the remaining contractors will be allocated by using the following formula:

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

A = Lowest Total Cost

B = Second (third, fourth, etc.) Lowest Total Cost

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

3.3 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful contractor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.4 **CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* **shall** signify the Contractor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

Do not provide responses to items in this section unless expressly required.

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:
[Address of program area contact]
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.
- B. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- C. The State **shall not** continue a contract once any equipment has been repossessed.
- D. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 - 1. The right to possession.
 - 2. The right to accrued payments.
 - 3. The right to expenses of de-installation.
 - 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - 5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- G. The laws of the State of Arkansas **shall** govern this contract.
- H. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- I. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:

1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
2. The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

- A. The Contractor **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. The Contractor **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 Contractor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G.

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 Contractor-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 Contractor will 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 Contractor-owned items.
- B. The Contractor's liability for damages to the State **shall** be limited to the value of the Contract or **\$5,000,000**, whichever is higher. 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 Contractor; 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 Contractor 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 Contractor; 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 Contractor 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 PERFORMANCE BONDING

The Contractor shall be required to obtain performance and payment bonds to protect the State's interest, as determined by the state.

- A. The Vendor shall obtain a performance bond as follows:
 1. The amount of the performance bonds shall be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State; and
 2. The State may require additional performance bond protection when a contract price is increased or modified.

- B. A. The Contractor shall submit documentation to the satisfaction of the State that a performance bond has been obtained. **Performance Bond shall be received by the State twenty-one (21) days from the execution of the contract.** The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract.

4.6 **RECORD RETENTION**

- A. The Contractor **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. Financial and accounting 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, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.7 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OP has the right to approve or deny the request.

4.8 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor'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 of 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.

4.9 **CONTRACT INTERPRETATION**

Should the State and Contractor 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.

4.10 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor 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 Contractor 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 Contractor will 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 a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. 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 Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may

become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **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 or by OSP. Contractor **shall** properly identify items being returned.
20. **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.
21. **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.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **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 Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **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 Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
25. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this 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.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal 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.

- 27. 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.