



STATE OF ARKANSAS

Department of Human Services

Office of Procurement

700 Main Street

Little Rock, Arkansas 72201

FINAL REQUEST FOR QUALIFICATION

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	710-19-1024	Solicitation Issued:	01/18/2019
Description:	Crisis and Forensic Mental Health Services		
Agency:	Division of Aging, Adult and Behavioral Health Services		
SUBMISSION DEADLINE FOR RESPONSE			
Submission Deadline Date:	03/15/2019	Submission Deadline Time:	10:00 a.m. CDT
Responses shall not be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the bid submission date and time. Responses received after the designated bid submission date and time shall be considered late and non-responsive. It is not necessary to return "no bids."			
DELIVERY OF RESPONSE DOCUMENTS			
Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
Drop off (walk in):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
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.		
Bid's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address		
Department of Human Services CONTACT INFORMATION			
OP Buyer:	Nawania Williams	Buyer's Direct Phone Number:	501-320-6511
Email Address:	Nawania.Williams@dhs.arkansas.gov	DHS's Main Number:	
DHS Website:	http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements		
OPS Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

The purpose of the Request for Qualifications (RFQ) is to procure a Community Mental Health Center (CMHC) to serve in each of the twelve (12) designated Regions (Attachment G). Each CMHC offers services within Arkansas's mental health continuum of care to enable persons with serious mental health illnesses to remain in and become active participants within the community. Each CMHC shall provide a well-coordinated array of programmatic and treatment services within the community, as defined in this RFQ, with the primary goal of keeping adults, children, and youth within the community and out of emergency rooms for acute care, psychiatric hospitals, jails, and psychiatric residential treatment centers. The array of programmatic and treatment services includes crisis screenings for adults, youth, and children, Arkansas State Hospital (ASH) Single Point of Entry screenings, support for referred Clients discharging from ASH, support for Clients without insurance, community-based support for children and families, and other identified special services in RFQ Section 2.

CMHC's must meet certification standards specified by DHS, see Attachment J: CMHC Standards

1.2 TYPE OF CONTRACT

- A. The term of this contract(s) **shall** be for one (1) year. The anticipated starting date for the contract is 07/01/2019. Upon mutual agreement by the vendor and agency, the contract may be renewed by the Office of Procurement (OP) on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- B. The total contract term shall not exceed more than seven (7) years.
- C. Any resultant contract(s) of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.

1.3 ISSUING AGENCY

The OP, as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this Bid Solicitation should be made through the Issuing Officer as shown on page one of this document.

1.4 BID OPENING LOCATION

Bids submitted by the opening time and date **shall** be opened at the following location:

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

Vendors wishing to attend the bid opening must report to the main entrance location, Arkansas Department of Human Services, Donaghey Plaza South Building, 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 the vendor, for more detailed directions to the bid opening location

1.5 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. The words "bidder", "vendor", "contractor" and "prospective contractor" are used synonymously in this document.

- C. The terms “Request for Qualifications”, “RFQ” and “Bid Solicitation” are used synonymously in this document.
- D. The terms “buyer” and Issuing Officer” are used synonymously in this document.
- E. All terms shall be defined as shown below and shall apply to all solicitation documents. Please note that most definitions mirror the most current Medicaid definitions in the Outpatient Behavior Health Services Manual, or the Adult Behavioral Health Services for Community Independence Manual. However, not all definitions are the same as Medicaid-defined terminology:
 - 1. **911 Status:** As defined in Arkansas Code Annotated (ACA) §§5-2-310 individuals who have been acquitted from a crime due to mental disease or defect. Upon completion of inpatient treatment, these individuals are discharged on a conditional release order that requires them to continue to receive community medical, psychiatric, or psychological care and be monitored by the State for up to five (5) years.
 - 2. **310 Evaluations:** An evaluation defined in Arkansas Code Annotated (ACA) §§ 5-2-310.
 - 3. **327 Evaluations:** A court-ordered evaluation defined in Arkansas Code Annotated (ACA) §§ 5-2-327 to test for competency.
 - 4. **328 Evaluations:** A court-ordered evaluation defined in Arkansas Code Annotated (ACA) §§ 5-2-328 to test for criminal responsibility at the time of the crime.
 - 5. **Acute Crisis Units:** Services which provide brief (ninety-six [96] hours or less) crisis treatment services to persons over the age of eighteen (18) who are experiencing a psychiatry and/or substance abuse-related crisis and may pose an escalated risk of harm to self or others. Acute Crisis Units provide hospital diversion and step-down services in a safe environment with psychiatry and/or substance abuse services on-site at all times as well as on-call psychiatry available twenty-four (24) hours a day. Services provide ongoing assessment and observation; crisis intervention; psychiatric, substance, and co-occurring treatment; and initiate referral mechanisms for independent assessment and care planning as needed.
 - 6. **Adult Rehabilitative Day Service:** A continuum of care provided to recovering individuals living in the community based on their level of need. This service includes educating and assisting the individual with accessing supports and services needed. The service assists the recovering individual to direct their resources and support systems. Activities include training to assist the person to learn, retain, or improve specific job skills, and to successfully adapt and adjust to a particular work environment. This service includes training and assistance to live in and maintain a household of their choosing in the community. In addition, transitional services to assist individuals adjust after receiving a higher level of care. The goal of this service is to promote and maintain community integration. An array of face-to-face rehabilitative day activities providing a preplanned and structured group program for identified beneficiaries that aimed at long-term recovery and maximization of self-sufficiency, as distinguished from the symptom stabilization function of acute day treatment. These rehabilitative day activities are person- and family-centered, recovery-based, culturally competent, provide needed accommodation for any disability and must have measurable outcomes. These activities assist the beneficiary with compensating for or eliminating functional deficits and interpersonal and/or environmental barriers associated with their chronic mental illness. The intent of these services is to restore the fullest possible integration of the beneficiary as an active and productive member of his/her family, social and work community and/or culture with the least amount of ongoing professional intervention. Skills addressed may include: emotional skills, such as coping with stress, anxiety or anger; behavioral skills, such as proper use of medications, appropriate social interactions and managing overt expression of symptoms like delusions or hallucinations; daily living and self-care skills, such as personal care and hygiene, money management and daily structure/use of time; cognitive skills, such as problem solving, understanding illness and symptoms and reframing; community integration skills and any similar skills required to implement a beneficiary’s master treatment plan.
 - 7. **Aftercare Recovery Support:** A continuum of care provided to recovering individuals living in the community based on their level of need. This service includes educating and assisting the individual with accessing supports and services needed. The service assists the recovering individual to direct their resources and support systems. Activities include training to assist the person to learn, retain, or improve specific job skills, and to successfully adapt and adjust to a particular work environment. This service

includes training and assistance to live in and maintain a household of their choosing in the community. In addition, transitional services to assist individuals adjust after receiving a higher level of care. The goal of this service is to promote and maintain community integration.

8. **Arkansas State Hospital (ASH):** The Arkansas Department of Human Services psychiatric inpatient facility that is a component of the Division of Aging, Adult and Behavioral Health Services (DAABHS).
9. **Arkansas Works:** Medicaid waiver program that provides health care coverage to Arkansans who are U.S. citizens and certain legally-residing immigrants ages nineteen (19) to sixty-four (64) with household incomes below 138% of the Federal Poverty Level for their family size.
10. **Care Coordination:** Assisting a Client in gaining timely access to appropriate services and ensure communication and collaboration between agencies, providers, and other individuals necessary to implement the goals identified in the treatment plan. May also include, but not limited to: facilitating linkages between providers of community-based resources (e.g. medical care or housing), service referrals to ensure necessary behavioral health interventions, such as medication management, are in place, and ensuring the individual is receiving an appropriate level of care. Care Coordination includes assisting the Client in obtaining appropriate Medicaid, Medicare, private insurance, Veterans Administration benefits, or other third-party coverage.
11. **Client:** An individual who receives a service or services from a CMHC.
12. **Club House Model (or Drop-in Model):** A service less intensive than inpatient treatment which can provide ongoing social support for Clients, especially adults. The Club House Model must be primarily a consumer initiative and emphasize the use of peer support to provide needed individual or group support, instill a sense of belonging, and provide opportunities for modeling of positive behaviors. These are community-based centers that offer members opportunities for friendship, employment, housing, education, and access to behavioral health services through a caring and safe environment.
13. **Community-Based Services and Support:** Non-traditional services that are not Medicaid reimbursable and made available to all children, youth, and their families who demonstrate a need. For example, this also includes on-going public information and education campaigns, and responses to community tragedies.
14. **Crisis Intervention:** A service which is an unscheduled, immediate, short-term treatment activity provided to a Medicaid-eligible beneficiary who is experiencing a psychiatric or behavioral crisis. Services are to be congruent with the age, strengths, needed accommodation for any disability, and cultural framework of the beneficiary and his/her family. These services are designed to stabilize the person in crisis, prevent further deterioration and provide immediate indicated treatment in the least restrictive setting. These activities include evaluating a Medicaid-eligible beneficiary to determine if the need for crisis services is present.
15. **DAABHS:** DHS' Division of Aging, Adult and Behavioral Health Services, which is primarily responsible for the administration of the contracts resulting from this RFQ.
16. **Diagnostic and Statistical Manual 5 or DSM 5:** A classification and diagnostic of mental disorders tool from the American Psychiatric Association that serves as a universal authority for psychiatric diagnoses.
17. **Drug Screen:** The assessment of a Client's alcohol and (or) drug usage for the purpose of developing an accurate diagnosis, referral, Treatment Plan, and Forensic Outpatient Restoration Program curriculum.
18. **Early Intervention:** Intervention that is less than two (2) years after the first episode of psychosis.
19. **Family Support Partner:** A service provided by peer counselors or Family Support Partners (FSP), who model recovery and resiliency for caregivers of family members (including family members over the age of eighteen [18]) with behavioral health care needs. A FSP may assist, teach, and model appropriate strategies and techniques, parental expectations, or may assist family in securing community resources and developing natural supports.
20. **First Episode of Psychosis (FEP):** First instance of an individual experiencing psychotic symptoms or a psychotic episode.

21. **Forensic Evaluations:** The study of human behavior as it applies to the law and is often used to describe the assessment of individuals within a legal context. These evaluations include 327 Evaluations, 328 Evaluations, and 310 Evaluations.
22. **Forensic Services:** The service area of the ASH whose mission is to assess and treat individuals with mental illness who have allegedly committed a crime, and to consult with the Court of Record and law enforcement. All Clients receiving these services have been court-ordered for either an evaluation or treatment secondary to the legal charges they have received.
23. **Group Behavioral Health Counseling:** A face-to-face treatment provided to a group of beneficiaries. Services leverage the emotional interactions of the group's members to assist in each beneficiary's treatment process, support his/her rehabilitation effort, and to minimize relapse. Services pertain to a beneficiary's (a) Mental Health and/or (b) Substance Abuse condition. Additionally, tobacco cessation counseling is a component of this service. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based; with emphasis on needs as identified by the beneficiary and provided with cultural competence.
24. **Individual Behavioral Health Counseling:** A face-to-face treatment provided to an individual in an outpatient setting for the purpose of treatment and remediation of a condition as described in the current allowable DSM. The treatment service must reduce or alleviate identified symptoms related to either (a) Mental Health or (b) Substance Abuse, and maintain or improve level of functioning, and/or prevent deterioration. Additionally, tobacco cessation counseling is a component of this service.
25. **Infrastructure:** The basic physical and organizational structures and facilities needed for the operation of an agency. This may include facility rentals, utilities, development of telemedicine network, practice transformation, staff retention and development, and cost of technology. The CMHC must identify ~~how funding is utilized to cover infrastructure as required by DHS. what infrastructure is utilized to cover upon request by DHS.~~
26. **Interpretation of Diagnosis:** A direct service provided for the purpose of interpreting the results of psychiatric or other medical exams, procedures, or accumulated data. Services may include diagnostic activities and/or advising the beneficiary and his/ her family. Services pertain to a beneficiary's (a) Mental Health and/or (b) Substance Abuse Condition Consent forms may be required for family or significant other involvement. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based; with emphasis on needs as identified by the beneficiary and provided with cultural competence.
27. **Interpreter Services:** Foreign language or hearing impaired translation services used in order to assist a Client with providing information relevant to the Client's services, Treatment Plan, etc.
28. **Marital/Family Behavioral Health Counseling with Beneficiary Present:** A face-to-face treatment provided to one or more family members in the presence of a beneficiary. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based; with emphasis on needs as identified by the beneficiary and provided with cultural competence. Services are designed to enhance insight into family interactions, facilitate inter-family emotional or practical support and to develop alternative strategies to address familial issues, problems and needs. Services pertain to a beneficiary's (a) Mental Health and/or (b) Substance Abuse condition. Additionally, tobacco cessation counseling is a component of this service. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based; with emphasis on needs as identified by the beneficiary and provided with cultural competence.
29. **Marital/Family Behavioral Health Counseling without Beneficiary Present:** A face-to-face treatment provided to one or more family members outside the presence of a beneficiary. Services are designed to enhance insight into family interactions, facilitate inter-family emotional or practical support and to develop alternative strategies to address familial issues, problems and needs. Services pertain to a beneficiary's (a) Mental Health and/or (b) Substance Abuse condition. Additionally, tobacco cessation counseling is a component of this service. Services must be congruent with the age and abilities of the beneficiary or family

- member(s), client-centered and strength-based; with emphasis on needs as identified by the beneficiary and family and provided with cultural competence.
30. **Medication Assisted Treatment:** The use medications in combination with counseling and behavioral therapies for the treatment of substance use disorders.
31. **Medication Distribution:** This service includes dispensing/evaluation of medication prescription(s), which includes actual ingredient cost for all medically necessary prescriptions prescribed by a Licensed (ability to dispense) Medical Professional.
32. **Mileage Reimbursement:** Mileage for CMHC staff may be reimbursed in accordance with DHS standard reimbursement rates and a distance calculated by Google Maps. Mileage reimbursement is only available to CMHC staff when that staff member is providing Forensic Outpatient Restoration Services for Clients engaged in treatment/restoration with no other means of transportation. Travel reimbursement requests may be submitted for Client services rendered. Mileage reimbursement does not include routine transportation to and from work.
33. **Mental Health Diagnosis:** A clinical service for the purpose of determining the existence, type, nature, and appropriate treatment of a mental illness or related disorder as described in the current allowable DSM. This service may include time spent for obtaining necessary information for diagnostic purposes. The psychodiagnostic process may include, but is not limited to: a psychosocial and medical history, diagnostic findings, and recommendations. This service must include a face-to-face component and will serve as the basis for documentation of modality and issues to be addressed (plan of care). Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based; with emphasis on needs as identified by the beneficiary and provided with cultural competence.
34. **Mobile Crisis:** A mobile crisis team is a group of health professionals such as nurses, licensed counselors, and psychiatrists who can provide mental health services primarily in community settings, including the home. Mobile crisis teams may provide mental health engagement, intervention, and follow-up support to help overcome resistance to treatment. Depending on what a person is willing to accept, the team may offer a range of services including assessment, crisis intervention, supportive counseling, information and referrals, including to a community-based mental health provider.
35. **Multi-Family Behavioral Health Counseling:** A group therapeutic intervention using face-to-face verbal interaction between two (2) to a maximum of nine (9) beneficiaries and their family members or significant others. Services are a more cost-effective alternative to Marital/Family Behavioral Health Counseling, designed to enhance members' insight into family interactions, facilitate inter-family emotional or practical support and to develop alternative strategies to address familial issues, problems and needs. Services may pertain to a beneficiary's (a) Mental Health or (b) Substance Abuse condition. Additionally, tobacco cessation counseling is a component of this service. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based; with emphasis on needs as identified by the beneficiary and family and provided with cultural competence.
36. **National Wraparound Initiative:** Arkansas Wraparound is a compassionate way to care for families with severe to moderate behavioral health care needs. Ten Wraparound principles (Team Based, Family Driven, Strength Based, Culturally Competent, Collaborative, Community Based, Individualized, Outcomes Based, Natural Supports, and Persistent) are defined and used to meet the complicated needs of families.
37. **Pharmacologic Management:** A service tailored to reduce, stabilize or eliminate psychiatric symptoms with the goal of improving functioning, including management and reduction of symptoms. This service includes evaluation of the medication prescription, administration, monitoring, and supervision and informing beneficiaries regarding medication(s) and its potential effects and side effects in order to make informed decisions regarding the prescribed medications. Services must be congruent with the age, strengths, and accommodations necessary for disability and cultural framework. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based; with emphasis on needs as identified by the beneficiary and provided with cultural competence.
38. **Partial Hospitalization:** An intensive nonresidential, therapeutic treatment program. It can be used as an alternative to and/or a step-down service from inpatient residential treatment or to stabilize a deteriorating

condition and avert hospitalization. The program provides clinical treatment services in a stable environment on a level equal to an inpatient program, but on a less than twenty-four (24)-hour basis. The environment at this level of treatment is highly structured and should maintain a staff-to-patient ratio of 1:5 to ensure necessary therapeutic services and professional monitoring, control, and protection. This service shall include at a minimum intake, individual therapy, group therapy, and psychoeducation. Partial Hospitalization shall be at a minimum (5) five hours per day, of which ninety (90) minutes must be a documented service provided by a Mental Health Professional. If a beneficiary receives other services during the week but also receives Partial Hospitalization the beneficiary must receive, at a minimum, twenty (20) documented hours of services on no less than four (4) days in that week.

39. **Peer Support:** A consumer-centered service provided by individuals (ages eighteen [18] and older) who self-identify as someone who has received or is receiving behavioral health services and thus is able to provide expertise not replicated by professional training. Peer providers are trained and certified peer specialists who self-identify as being in recovery from behavioral health issues. Peer support is a service to work with beneficiaries to provide education, hope, healing, advocacy, self-responsibility, a meaningful role in life, and empowerment to reach fullest potential. Specialists will assist with navigation of multiple systems (housing, supportive employment, supplemental benefits, building/rebuilding natural supports, etc.) which impact beneficiaries' functional ability. Services are provided on an individual or group basis, and in either the beneficiary's home or community environment.
40. **Psychiatric Assessment:** A face-to-face psychodiagnostic assessment conducted by a licensed physician or Advanced Practice Nurse (APN), preferably one with specialized training and experience in psychiatry (child and adolescent psychiatry for beneficiaries under age eighteen [18]). This service is provided to determine the existence, type, nature, and most appropriate treatment of a behavioral health disorder. This service is not required for beneficiaries to receive Counseling Level Services.
41. **Psychoeducation:** A service which provides beneficiaries and their families with pertinent information regarding mental illness, substance abuse, and tobacco cessation, and teaches problem-solving, communication, and coping skills to support recovery. Psychoeducation can be implemented in two formats: multifamily group and/or single family group. Due to the group format, beneficiaries and their families are also able to benefit from support of peers and mutual aid. Services must be congruent with the age and abilities of the beneficiary, client-centered, and strength-based; with emphasis on needs as identified by the beneficiary and provided with cultural competence.
42. **Psychological Evaluation:** This service is for personality assessment includes psychodiagnostic assessment of a beneficiary's emotional, personality, and psychopathology, e.g., MMPI, Rorschach®, and WAIS®. Psychological testing is billed per hour both face-time administering tests and time interpreting these tests and preparing the report. This service may reflect the mental abilities, aptitudes, interests, attitudes, motivation, emotional and personality characteristics of the beneficiary. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based; with emphasis on needs as identified by the beneficiary and provided with cultural competence.
43. **Purchase of Medically Necessary Psychotropic Medication:** Medically necessary psychotropic medication can be purchased for Client when there is no other alternative means for obtaining them, such as insurance prescription plans, patient assistance programs through pharmaceutical companies, or physician samples. This medication must be essential for stabilizing and/or eliminating psychiatric symptoms.
44. **Qualified Psychiatrist:** A healthcare provider as defined in Arkansas Code Annotated (ACA) §§ 5-2-301 through 5-2-317.
45. **Qualified Psychologist:** A healthcare provider as defined in Arkansas Code Annotated (ACA) §§ 5-2-301 through 5-2-317.
46. **Psychiatric Crisis or Behavioral Crisis:** An acute situation in which a Client is experiencing a serious mental illness or emotional disturbance to the point that the Client or others are at risk for imminent harm, or the Client is escalating toward the point of placing self or others at imminent risk of harm.

47. **Region:** A geographic portion of the State. Please see Attachment G for a table detailing the division of the state into areas.
48. **Seriously Mentally Ill (SMI):** A condition that affects persons age eighteen (18) or older who currently or at any time in the past year have had a diagnosable mental, behavioral, or emotional disorder (excluding developmental and substance use disorders) of sufficient duration to meet diagnostic criteria specified within the most current DSM that has resulted in serious functional impairment, which substantially interferes with or limits one or more major life activities.
49. **Single Point of Entry (SPOE) Screening:** An assessment administered by a CMHC of a Client who is being considered, voluntarily or involuntarily, for referral to the inpatient programs of the ASH.
50. **Social Services Block Grant Title XX Services:** Title XX services funded by the Social Services Block Grant must be directed at one or more of five broad statutory goals:
 - a. Achieving or maintaining economic self-support to prevent, reduce, or eliminate dependency.
 - b. Achieving or maintaining self-sufficiency, including reduction or prevention of dependency.
 - c. Preventing or remedying neglect, abuse, or exploitations of children and adults unable to protect their own interest or preserving, rehabilitating, or reuniting families.
 - d. Preventing or reducing inappropriate institutional care by providing for community-based care, home-based care, or other forms of less intensive care.
 - e. Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.
51. **Supportive Employment:** Service designed to help beneficiaries acquire and keep meaningful jobs in a competitive job market. The service actively facilitates job acquisition by sending staff to accompany beneficiaries on interviews and providing ongoing support and/or on-the-job training once the beneficiary is employed. This service replaces traditional vocational approaches that provide intermediate work experiences (prevocational work units, transitional employment, or sheltered workshops), which tend to isolate beneficiaries from mainstream society. Service settings may vary depending on individual need and level of community integration and may include the beneficiary's home.
52. **Supportive Housing:** Service designed to ensure that beneficiaries have a choice of permanent, safe, and affordable housing. An emphasis is placed on the development and strengthening of natural supports in the community. This service assists beneficiaries in locating, selecting, and sustaining housing, including transitional housing and chemical free living; provides opportunities for involvement in community life; and facilitates the individual's recovery journey. Service settings may vary depending on individual need and level of community integration, and may include the beneficiary's home. Services delivered in the home are intended to foster independence in the community setting and may include training in menu planning, food preparation, housekeeping and laundry, money management, budgeting, following a medication regimen, and interacting with the criminal justice system.
53. **Therapeutic Communities:** A highly structured residential environments or continuums of care in which the primary goals are the treatment of behavioral health needs and the fostering of personal growth leading to personal accountability. Services address the broad range of needs identified by the person served. Therapeutic Communities employs community-imposed consequences and earned privileges as part of the recovery and growth process. In addition to daily seminars, group counseling, and individual activities, the persons served are assigned responsibilities within the therapeutic community setting. Participants and staff members act as facilitators, emphasizing personal responsibility for one's own life and self-improvement. The service emphasizes the integration of an individual within his or her community, and progress is measured within the context of that community's expectation.
54. **Treatment Plan:** A plan developed in cooperation with the beneficiary (or parent or guardian if under eighteen [18]) to deliver specific mental health services to restore, improve, or stabilize the beneficiary's mental health condition. The Plan must be based on individualized service needs as identified in the completed Mental Health Diagnosis. ~~independent assessment, and independent care plan.~~ The Plan must include goals for the medically necessary treatment of identified problems, symptoms and mental health

conditions. The Plan must identify individuals or treatment teams responsible for treatment, specific treatment modalities prescribed for the beneficiary, and time limitations for services. The Plan must be congruent with the age and abilities of the beneficiary, client-centered and strength-based; with emphasis on needs as identified by the beneficiary and demonstrate cultural competence. **The Plan must be completed by a licensed mental health professional to include Independently Licensed Clinicians, Non-Independently Licensed Clinicians, Advance Practice Nurses and Physicians.**

55. **Telemedicine:** Telemedicine is defined as the use of electronic information and communication technology to deliver healthcare services including without limitation, the assessment, diagnosis, consultation, treatment, education, care management, and self-management of a patient. Telemedicine includes store-and-forward technology and remote patient monitoring. The Outpatient Behavioral Health Services (OBHS) Manual and the Adult Behavioral Health Services for Community Independence (ABHSCI) Manual service definition must be followed in the provision of telemedicine services. For the purposes of the CMHC contract, telemedicine is not appropriate for mobile crisis services to any population.
56. **Underinsured:** A person with health insurance, but the insurance policy does not cover medically necessary behavioral health services.
57. **Uninsured:** A person without insurance.
58. **Walk-in (or Drop-in) Clinic:** A service available for urgent mental health need, such as crisis counseling, crisis assessments, and referrals that require no appointment.
59. **Warm Line:** A telephone line which is available for clients in need of low-threshold mental health care, and before they reach a crisis point, from at a minimum, a Qualified Behavioral Health Practitioner (QBHP) individual trained in evidenced-based crises practices. This service can assist with identification of community resources, connection with behavioral health services for those in need of non-emergent services. When appropriate, callers can be connected with crisis assessment services from a Licensed Mental Health Professional.

1.6 **DEFINITION OF REQUIREMENT**

- A. The words “**must**” and “**shall**” signify a Requirement of this solicitation and that vendor’s agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor’s response or in subsequent correspondence, **shall** cause the vendor’s response to be disqualified.
- C. Vendor 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* in the *Response Packet*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.7 **RESPONSE DOCUMENTS**

A. Original Response Packet

1. The original *Response Packet* **must** be submitted on or before the bid submission deadline date and time.
2. One original *Response Packet* **must** be submitted for each of the regions bid.
3. Vendor may submit *Response Packets* for up to twelve (12) regions and must rank these in order of bidder preference (1st choice, 2nd choice, etc.).
4. Each original Response Packet **must** be sealed in a separate envelope marked with the name of the bidding entity, bid number, region bid and vendor’s preference ranking if vendor wishes to bid on more than one region (1st choice, 2nd choice, etc.).
5. The Response Packet must include the following and, submitted in the following order:
 - a. Original signed *Response Signature Page*. (See *Response Signature Page*.)

- b. Original signed *Agreement and Compliance Pages*.
- c. Original signed *Proposed Subcontractor Form* (See *Subcontractors*)
- d. Signed addenda to this RFQ, if applicable. (See Requirement of Addendum.)
- e. EO 98-04 Disclosure Form, completed and signed (Attachment A).
- f. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
- g. Response to the *Information for Evaluation* section included in the *Response Packet*.
- h. Other documents and/or information as may be expressly required in this *Bid Solicitation*.

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

B. Pricing is not requested for this solicitation and **must not** be submitted with the bidder's response. (See Section 1.13: *Pricing*.)

C. Copies and Redacted Copy of the *Response Packet*.

In addition to the hard copy of the *Response Packet*, the following **must** be submitted:

1. One (1) electronic copy of the *Response Packet* for each region bid, preferably on a flash drive and five (5) hard copies of the original packet. CD's will also be acceptable. To the extent possible, all electronic files should be a single document in PDF format.
2. The electronic copy **must** be identical to the hard copy. In case of a discrepancy, the hard copy shall govern.
3. If DHS requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request.
4. One (1) redacted copy (if applicable), marked "REDACTED" of the original *Response Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Response.
- B. The hard copy of the original *Response Packet* should be arranged in the following order and must be tabbed and labeled with the name of each section.
 - *Response Signature Page*.
 - *All Agreement and Compliance Pages*.
 - *Proposed Subcontractors Form*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - Response to the *Information for Evaluation* section of the *Response Packet*.
 - Other documents and/or information as may be expressly required in this *RFQ*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Vendor **must** use the Question Submission Template (Attachment B) when requesting clarification of information contained in this RFQ. The Question template **must** be submitted via email by 12:00 p.m. Central Standard Time on or before February 1, 2019 to the Issuing Office as shown on page one (1) of this RFQ.

- B. Vendors' written questions will be consolidated and responded to by DHS. The State's consolidated written response is anticipated to be posted to the websites listed on page 1 by the close of business on February 22, 2019.
- C. Vendors may contact the OP buyer with non-substantive questions at any time prior to the bid opening.
- D. Oral statements by OP shall not be part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS.

1.10 **RESPONSE SIGNATURE PAGE**

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Response Signature Page* included in the *Response Packet*.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's response 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. Vendor **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 *Response Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.12 **SUBCONTRACTORS**

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Response Packet* to indicate vendor'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 *Response 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. Vendor **must not** include any pricing in their response. If the hard copies or electronic copies of their response packet contain pricing, the response shall be disqualified.
- B. Pricing for services covered in this RFQ shall be as listed in Attachment I: Pricing By Region. Prices may be adjusted in the future based on need.

1.14 **PRIME CONTRACTOR RESPONSIBILITY**

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

1.15 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this RFQ become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. 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 *Response Packet*. A CD is also acceptable.

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

1.16 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this RFQ **must** be addressed through the Issuing Officer.
- B. Vendor **must not** alter any language in any solicitation document provided by the DHS.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.
- E. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. Vendor **must** provide clarification of any information in their response documents as requested by DHS.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this RFQ

1.17 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by DHS.
- B. 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.
- C. The vendor **shall** be responsible for checking the websites listed on page one for any and all addenda up to bid opening.

1.18 **QUALIFICATION AND AWARD PROCESS**

- A. Award Determination
 - 1. A contract will be awarded to a single Bidder in each region of the state (See Attachment G).
 - 2. No more than one (1) region of the state will be awarded to a single Bidder.
 - 3. The total Score for each Bidder per region will be used to determine the ranking of responses per region.
 - 4. The highest scoring Bidder in each region will be offered a contract. If the highest scoring Bidder declines to contract, DHS will proceed to the next highest scoring Bidder for the region. This process may be repeated until an anticipated successful vendor has been determined, or until such time the State decides not to move forward with an award.

5. Contracts that are awarded to respondents must be awarded to respondents whose proposals are determined to be most advantage to DHS based on the selection criteria.
6. DHS reserves the right to award multiple contracts.

B. Negotiations

1. If the agency so chooses, it **shall** also have the right to enter discussions with the highest ranking vendors to further define contractual details. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.

C. Anticipation to Award

1. Once anticipated successful vendor have been determined, the anticipated award will be posted on the websites listed on page 1 of this RFQ.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. DHS **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the websites for the posting of an anticipated award.

D. Issuance of a Contract

1. One (1) contract will be awarded to one (1) respondent within each specified region area across the state.
2. No more than one (1) region of the state will be awarded to a single Bidder.
3. Any resultant contract(s) of this Bid Solicitation shall be subject to State approval processes which may include Legislative review.
4. A State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.19 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A woman-owned business 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 this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.20 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the vendor'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. Vendors 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. Vendors, who are not required by law by to have an EO Policy, must submit a written statement to that effect.

1.21 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

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

1.23 PAST PERFORMANCE

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

1.24 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 Vendor 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 VENDOR 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
 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

1.25 **COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The respondent's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.26 **VISA ACCEPTANCE**

- A. Awarded vendor 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.

1.27 **PUBLICITY**

- A. Vendors **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 vendor's response to be disqualified.

1.28 **RESERVATION**

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

1.29 **SCHEDULE OF EVENTS**

Public Notice of DRAFT RFQ	January 18, 2019
Deadline for Receipt of Written Questions	February 1, 2019, 12:00p.m. CDT
Response to Written Questions on or About	February 22, 2019
Posting of FINAL RFQ	February 22, 2019
Date and time for Opening Bids	March 15, 2019 - 10:00 a.m. CDT

Intent to Award Announced On or About	April 12, 2019
Contract Start Date (Subject to State Approval)	July 1, 2019

1.30 **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 King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

SECTION 2 – MINIMUM REQUIREMENTS

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

2.1 INTRODUCTION

A. Community Mental Health Centers (CMHCs) Background & Behavioral Health Transformation

Arkansas Act 433 of 1971 authorized the creation of a Division of Mental Health (now Division Aging, Adult and Behavioral Health Services or DAABHS). In addition, Act 433 of 1971 authorized the Division to distribute funds appropriated by the Legislature to CMHCs or clinics within the State. In the 1970s a primary role of CMHCs was to help Clients transition from the Arkansas State Hospital (ASH) to the community. Services were primarily clinic based.

In Act 944 of 1989, the Legislature specified that mental health centers and clinics must establish and maintain a community support program. Community Support Funds (CSF) were reallocated from institutional programs to the community in development of community-based alternatives to ASH, allowing individuals with serious and persistent behavioral illness to reside in the community. The community was designated as the point of responsibility, accountability, and authority for overall treatment for the adults with serious mental illness (SMI) and children and adolescents with serious emotional disturbance (SED). CSF were provided for Client outreach, assistance in meeting basic needs and entitlements, crises intervention and stabilization along with supportive services including supportive housing, supportive work, and behavioral health care. The CMHC was the designated leader to ensure these individuals have the community resources, including social resources, to feel secure and safe in the community. These community resources include local acute hospitalization for indigent adults who need psychiatric hospitalization.

As Medicaid coverage has changed over the years, including the addition of the Arkansas Works program, and as the population with no payor source for mental health services has changed, the behavioral health service array has also changed. Until recently, CMHCs were thirteen (13) of over fifty (50) certified Medicaid mental and behavioral health providers serving Arkansas Medicaid members. In 2017 special language was removed from statutes identifying specific agencies by name as state funded behavioral health providers. Since that time, Arkansas Department of Human Services (DHS) has continued to undergo a behavioral health transformation, which includes the implementation of the Provider-led Arkansas Shared Savings Entity (PASSE) model. In this model, provider-led organizations will integrate physical health services, behavioral health services, and specialized home and community based services. The first PASSE members were enrolled in Care Coordination beginning February 1, 2018, and in March 2019, the PASSEs will be responsible for the total management of attributed clients. The aforementioned evolution of the continuum of care does not diminish the work of the Behavioral Health Providers which are the focus of this contract. Further, the Behavioral Health Contractors must ensure they utilize contracted funds as the payor of last resort and to assist its Clients to enroll in the healthcare coverage programs for which the Client may be eligible.

More specifically, the Behavioral Health Contractors are the designated Single Point of Entry (SPOE) for all adults in a Region whose destination is ASH as well as the single point of access for acute inpatient psychiatric hospitals for Clients without a payor source for acute care hospitalization when these services are medically necessary. Further, the Behavioral Health Contractors will utilize mobile crisis screenings as assessments when individuals present in crises within their Region. Each Contractor must also respond to the crisis and offer crisis intervention and stabilization, as well as other services, to prevent hospitalization, prevent further deterioration, and meet behavioral health needs of the Client. Other community services provided by a Behavioral Health Contractor include working with the court systems to provide Forensic Evaluations establishing whether individuals are competent to engage in the legal system. If the individual is not deemed competent, then the applicable Contractor must provide outpatient services to help that Client regain competency.

CMHCs must maintain local behavioral health and community resource directory to ensure public information and education is widely available. An ongoing, at least monthly, public information campaign to educate the local community with information about available services, hours of operation, clinic contact information and how to access agency services including crisis services. Must include flyers, advertisements in local news media, and provision of information to local referral sources including but not limited to PCP offices, law enforcement jails, homeless shelters, civic groups, schools, colleges, etc.

B. Guiding Principles for Behavioral Health Contractors/Community Mental Health Centers

1. CMHCs will provide community-based care for the identified populations, predominantly those without insurance, the underinsured, and ASH-related clients, and actively work to divert individuals with severe behavioral illness from hospitalization, jail, or the emergency room.

A focus is placed on the CMHCs community-based support programs in which a client with significant behavioral health needs, receives services in the community. This coordinated care and treatment in the community includes a broad range of services to meet individual's unique personal needs, reduce symptoms, and promote recovery. Community-based programs are designed to be capable of providing services that can be tailored to the individual's needs at any given time. These systems provide services and supports designed to keep adults with serious and persistent mental illness healthy and living in the community of their choice.

Caring for individuals with a severe behavioral illness in the community setting is a challenging but vital endeavor. Individuals often have multi-systemic problems including poverty, homelessness, health issues, substance abuse, are involved in high levels of involvement in juvenile or adult justice systems, foster care, emergency room care, and psychiatric hospitalization. Adults with serious behavioral illness are more likely to be unemployed, uninsured, and homeless. Children with a serious emotional disturbance have high rates of psychiatric hospitalization, have school suspensions, are homeless, or move frequently. These factors often make it difficult to provide the comprehensive care needed to stabilize individuals in the community. These individuals are often in and out of acute facilities and often do not adhere to Treatment Plans and medication regimens. Individuals with serious behavioral health needs often end up in jails or emergency rooms, costing the State extra dollars and preventing service provision within a less restrictive community setting. Under the contracts that will result from this RFQ, the CMHC has the responsibility to treat and help Clients continue to live and function within the community.

Thus, CMHCs are required to design and implement community support programs within their Region and communities to provide both the structure and services for the identified populations of individuals with serious behavioral health diagnoses. The structure includes places in the community for treatment and support; it also includes the necessary personnel available to provide the services in the community. Services are inclusive of a continuum of care, including persons in jails, hospitals, and acute crises units for individuals who need a secure and safe place and more supportive services that allow them to function in the community. Such services can include twenty-four (24) hour emergency services, crisis stabilization, re-entry programs, care coordination, hospital aftercare, services including Club House Model and Drop-in Model programs, peer support groups, supported employment, and supported housing.

2. The Community Mental Health Center will lead community-based Crisis Intervention and Stabilization.

While there are pockets of crisis services in the current behavioral health system, Arkansas aspires towards a more coordinated psychiatric and behavioral crisis system. Comprehensive and coordinated crisis services for psychiatric and behavioral health emergencies have the potential for significant cost savings by reducing:

- Inpatient Hospitalization
- Emergency Room Utilization
- Individuals with Behavioral Health Issues held in Jail

Research has shown that community level treatment has been effective in reaching people who normally may not have access to the kinds of mental healthcare service that they need to remain in and function in the community. For the CMHCs who work with these individuals, Mobile Crisis services include completing mobile assessments and either stabilizing and depending on the assessed need, referring the Client for follow-up community treatment, assisting with and/or paying for a hospital bed day, or assisting the with admission and payment for an Acute Crisis Unit bed. The CMHCs Mobile Crisis services for individuals without access to a third-party payor source and not a member of a PASSE, will include assessment, stabilization, and referral.

A major goal of increasing Mobile Crisis Services and subsequent access to Acute Crises Units are to increase the number of individuals using the crises services and aftercare and to decrease the hospitalization of Clients using the Mobile Crises Services. In addition, promptly attending to the crises of the individual should also reduce the involvement of the law enforcement agencies and the criminal-justice system for Clients who need mental health treatment instead of being placed in jail.

3. The Community Mental Health Centers will focus on Recovery-Oriented Treatment.

The community-based programs must embrace a model of recovery, defined by Substance Abuse and Mental Health Services Administration (SAMHSA), as “a process of change through which individuals improve their health and wellness, live self-directed lives and strive to reach their full potential.” Recovery-oriented support is provided by CMHCs through treatment, services, and community-based programs by behavioral health care providers, peer providers, family support providers, family members, friends, social networks, and faith-based communities. Recovery support services include access to evidence-based practices such as supported employment, supported housing, assertive community treatment, illness management, and peer-operated services.

A primary principle of a recovery-based model is using peer support. By sharing their experiences, peers bring hope to people in recovery and promote a sense of belonging within the community. Peer support works best for individuals who have a common life experience with the people they are serving. Research has shown that peer support facilitates recovery and reduces health care costs. Peer support can include peer mentoring or coaching, connecting peers with professional and nonprofessional services, facilitating group activities (support groups) and building community. Peers can also be utilized in assertive outreach of Clients who may isolate and return only in crises mode.

4. The Community Mental Health Center will provide support to Clients placed on the waitlist for admission, being admitted to and discharging from ASH, and the Community-based 911 Status individuals.

DHS, in collaboration with the CMHC, will strive to provide a more coordinated approach to service delivery for Clients awaiting admission, coordinating services prior to discharge-and providing services after discharge from ASH. This includes active participation from the CMHC in providing services and care coordination for Clients on the ASH waiting list and to referred patients discharging from ASH, regardless of payor source or circumstance.

C. Overview of DHS Organization and Operations

DHS is the largest State agency in Arkansas with approximately 7,500 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS.

The DAABHS is one (1) of nine (9) Divisions and Offices that comprise DHS. The Divisions provide services to the people of Arkansas and the Offices provide necessary support to the other Divisions within DHS.

2.2 COMMUNITY MENTAL HEALTH CENTER QUALIFICATIONS

- A. Bidder **must** meet the following minimum requirements:
1. Bidder must have a current Outpatient Behavioral Health Agency (OBHA) certification from DHS within each of the **Catchment-Areas regions** the Community Mental Health Center is proposing to provide services. For verification purposes, bidder must list all OBHA certifications by county on page seven (7) the *Response Packet*: "Selection of Regions".
 2. Bidder must have non-profit status as required by Arkansas Code Annotated (ACA) §§ 20-47-202. For verification purposes, bidder must submit official documentation from the Internal Revenue Service (IRS) confirming non-profit status.

2.3 SCOPE OF WORK

2.3.1 GENERAL SERVICE DELIVERY REQUIREMENTS

- A. Each CMHC **shall** comply with all state and federal laws, rules, and regulations, including laws, rules, and regulations regarding Client care, services, and personnel requirements.
- B. Each CMHC **shall** demonstrate adequacy of behavioral health services, rehabilitative services, and emergency and/or crisis services as defined by herein including implementing appropriate evidenced-based and professionally recognized behavioral health services.
- C. Each CMHC **shall** demonstrate the ability and commitment to provide services to the Priority Populations currently defined by DAABHS.
- D. Each CMHC **shall** provide appropriate and necessary medications to Clients including injectables.
- E. Each CMHC **shall** provide medically necessary services under the Outpatient Behavioral Health Services Manual or the Adult Behavioral Health Services for Community Independence Manual, as well as general rules and regulations required by the Division of Medical Services, or Medicaid.
- F. Each CMHC **shall** provide community support programs using recovery-based services and supports that are empowering and strength based which enable children, youth, and adults with serious behavioral illnesses to live and participate, within the community, to their fullest potential.
- G. Each CMHC **shall** develop peer culture, support, and leadership across all aspects of services. Services should include, but are not limited to: assertive outreach, peer supports, FSP, Drop-in Model or Club House Model membership, and peer and consumer councils.
- H. The CMHC **shall**, at all times, provide the least restrictive and most effective services for the Client served, utilizing evidenced-based approaches and outcome assessments to determine the value of the services for the Client regardless of payor source.
- I. The CMHC **shall** offer substance abuse disorder treatment services and shall be licensed to provide these services.
- J. If the CMHC offers an Acute Crisis Unit or Therapeutic Communities, the CMHC **shall** be certified by DHS to provide the service offered.
- K. The CMHC **shall** provide telemedicine services; all telemedicine services must meet state and federal requirements to ensure security of client information complies with HIPAA and other confidentiality-related State and federal laws. **Telemedicine must be developed and implemented by the contract start date.**

2.3.2 SERVICE DELIVERY DUTIES

DHS has identified the following services for which each CMHC shall be responsible. Each CMHC Center **shall** be responsible for providing services within the CMHCs Region according to the following criteria.

- A. The CMHC **shall** develop and provide crisis services to individuals experiencing Psychiatric or Behavioral Crises in the Community Mental Health Center's **Catchment-Area region.**

1. The CMHC **shall** serve the following populations in the delivery of crisis services:
 - a. Mobile Crisis population: All adults, youth, and children experiencing a Psychiatric or Behavioral Crisis without a payor source for medically necessary services.
 - b. Division of Children and Family Services (DCFS) population: All persons in the custody of the DCFS who are not a member of a PASSE. For this specific population, the CMHC **must** provide face-to-face crisis intervention and assessment services in the community setting. The community setting includes, without limitation, a home or foster home, school, or DCFS office. Crisis services must focus on stabilization of the client within the community, ensure hospital diversion when appropriate, must include a safety plan, and must include face-to-face follow-up within twenty-four (24) to forty-eight (48) hours of the initial crisis.
2. The CMHC **shall** provide mobile crisis assessment and stabilization:
 - a. The CMHC **shall** develop mobile crisis teams whose responsibility will be providing individualized triage services to any individual experiencing a Psychiatric Crisis or Behavioral Crisis without a payor source for medically necessary services.
 - b. The primary goal of Mobile Crisis is to prevent significant deterioration of the Client's functioning. A mobile crisis team of trained behavioral health professionals shall be available to respond to Psychiatric and (or) Behavioral Crises in the community in a place that provides safety for the individual, the community, and the team (e.g. jails, emergency departments, Community Mental Health Center sites, crisis units). For the DCFS population, this also includes homes, foster homes, DCFS offices, and schools.
 - c. The CMHC **shall** develop crisis policies, protocols, and procedures for the management of behavioral health crises for children, youth, and adults. The CMHC **shall** coordinate with local law enforcement agencies, judges, jails, hospitals, and crisis stabilization units to develop procedures for treatment of crises in each of the facilities. The CMHC **must** screen all age groups when a crisis screening is requested if the individual has no payor source and services are medically necessary.
 - d. The CMHC's Mobile Crisis team **shall** include licensed behavioral health professionals who have been trained in Psychiatric and Behavioral Crises:
 - i. The Mobile Crisis team's competency **must** be measured and documented by the CMHC.
 - ii. The CMHC's Mobile Crisis team **shall** include a physician **or an Advance Practice Registered Nurse (APRN)**, or at a minimum direct access to a physician **or APRN**, as needed.
 - iii. Annual crisis training and development are required and the CMHCs **shall** have process improvement techniques in place to address problems as well as successes.
 - e. The CMHC **shall** adhere to the following procedures for mobile crises:
 - i. Maintenance of twenty-four (24) hour emergency services for adults, youth, and children who present with Psychiatric and (or) Behavioral Crises.
 - ii. After a request for a crisis assessment, the behavioral health professional **shall** make phone contact within fifteen (15) minutes.
 - iii. The behavioral health professional **must** provide face-to-face assessment within two (2) hours of the emergency and shall assess the individual's immediate safety needs to determine the seriousness of the person's impairment.
 - iv. If agreed upon by both parties and documented, the screening can occur outside the two (2) hour time period, for reasonable cause and the cause is clearly documented.

- v. If the individual in crisis has a behavioral healthcare provider that they have been working with, the CMHC may contact that healthcare provider. However, the CMHC **shall** remain responsible for ensuring a crisis assessment and appropriate crisis services are provided.
- vi. All events and actions taken when responding to a mobile crisis assessment **must** be thoroughly documented and documentation must be completed within twenty-four hours of the initial contact.
- f. The CMHC **shall** develop a screening assessment and protocol using age, gender, and culturally appropriate defined criteria to measure the immediate and potential safety needs (danger to self and others). The criteria for the screening assessment must include, at a minimum:
 - i. An evidenced-based crisis assessment tool (for example, the SAFE-T), **or an assessment tool approved by DAABHS**, that results in measurement of danger to self and others.
 - ii. Clear documentation of existing support network.
 - iii. Clinical recommendations and disposition.
 - iv. If needed, all steps taken and (or) contacts made to locate acute placement including:
 - Timelines
 - Agencies
 - Contact persons
 - Outcomes;
 - v. Contacts made to the individual's behavioral health treatment team members to help solve the crisis, if applicable.
 - vi. How the team worked with the caregiver or support network to:
 - De-escalate the crisis.
 - Problem-solve and to recommend a course of action.
 - vii. If acute placement is not needed, the screening assessment **must** document:
 - Treatment services recommended.
 - Individual's response to the recommended treatment.
 - Time and place of the treatment services recommended.
- g. The CMHC **shall** also develop protocols for using the screening assessment tool to adequately triage planning and care in their Region. If for any reason the individual needing acute placement is not placed immediately, the CMHC **must** continue to document attempts for placement until appropriate placement is secure and the individual is placed.
- h. Crisis intervention and stabilization services must be provided in a community setting to any screened individual until placement in an acute setting, or the individual is deemed stable by a medical or behavioral health professional and stabilization is clearly documented by one (1) or more of those professionals.
- i. The CMHC **shall** maintain a DHS certified location in every county in their Region. **Vendor's county locations must be open by the contract start date.**
- j. The CMHC **must** either staff **or subcontract** a Warm Line, or **staff** an outpatient Drop-in (Walk-in) clinic in the Region, which is available to clients in crisis during evenings, weekends, and holidays.
- k. The Mobile Crisis team **shall** triage the individuals into the least restrictive services including, without limitation: immediate outpatient treatment by a behavioral health professional, crisis stabilization services, referral to substance abuse detoxification, referral to an authorized Acute Crisis Unit, if available, or admission to acute psychiatric hospitalization. Rationale shall be clearly documented for any intervention service.

- I. In case of acute hospital diversion, the CMHC **shall** develop a crisis stabilization plan. A crisis stabilization plan must clearly document scheduled appointments and connection with outside resources and natural supports. The crisis stabilization plan **shall**:
 - i. Utilize the individual's suggestions to help an individual avoid harming self or others or feel anxious or afraid until an intervention can begin or be continued.
 - ii. Document follow-up procedures for the individual as well as for the treatment team.
 - iii. For the DCFS population specifically, the CMHC **must** make every reasonable effort to divert from acute hospitalization. If diversion can occur, a written safety plan must be implemented and shared with applicable individuals (e.g. the child when age appropriate, DCFS worker/supervisor, and adult in the child's current placement). The CMHC **must** complete a face-to-face follow-up within twenty-four (24) to forty-eight (48) hours of the initial crisis.
 - iv. Describe all diversion alternatives that the CMHC plans to make available including resources in the community to which the family can be connected.
 - v. For a re-occurring crisis, the CMHC's crisis team **must** re-evaluate the recommendations of any previous crisis and safety plans and use a Wraparound or collaborative approach to placing the individual and (or) providing additional treatment and (or) supportive services.
3. Following a Mobile Crisis assessment, the CMHC **shall** be responsible for providing any clinically necessary alternative psychiatric treatment or make a referral to the individual's current behavioral healthcare provider or care coordinator. The CMHC will also act as the SPOE for individuals present in its Region who are being considered, voluntarily or involuntarily, for referral to the inpatient programs of the ASH.
4. The CMHC **shall** be responsible for completing, upon request, any paperwork or court appearances related to involuntary commitments.
5. The CMHC **shall** coordinate with the community partners to ensure comprehensive aftercare planning for individuals with a Psychiatric and Behavioral Crisis who are frequently jailed or are in frequent acute crises.
6. Discharge planning must include, but is not limited to, a scheduled appointment to take place no later than seven (7) days after discharge from the hospital. This must be a scheduled appointment and not a "walk-in" appointment. The CMHC **must** provide appropriate discharge planning for all persons leaving an acute setting, **as notified by the hospital**.
7. The CMHC **shall** administer Acute Care Funds (ACF) for psychiatric hospitalization for adult Clients experiencing a Psychiatric or Behavioral Crisis. The ACF **shall** be utilized as a payor of last resort and shall only available for use with persons aged eighteen (18) and older.
 - a. If an adult is not a member of a PASSE and has no payor source to cover hospitalization, the CMHC may use ACF to pay for the hospitalization. This **shall** include individuals served by other agencies who are without funds to pay for hospitalization. The CMHC **shall** be financially responsible for admission and continued stays that are determined to be clinically necessary by the admitting facility.
 - b. As an alternative diversion from psychiatric hospitalization, the CMHC may also use ACF to pay for the provision of services in a DHS certified Acute Crisis Unit. For the purpose of expenditure of ACF for treatment in a certified Acute Crisis Unit/Crisis Stabilization Unit, the CMHC may serve a Client living in a family with income up to two hundred percent (200%) of the federal poverty level and is not eligible for Medicaid.
- B. The CMHC shall provide services for individuals related to ASH, including Clients needing admission to or awaiting admission to ASH, Clients awaiting discharge from ASH, Clients discharged from ASH, and those with Community-based 911 status.

1. The CMHC **shall** serve the following population in the delivery of services pertaining to ASH within the Community Mental Health Center's Region:
 - a. Adults, youth, and children residing within the CMHC's respective Region, who are in need of admission to ASH, awaiting an ASH bed and on the ASH waiting list, Clients referred by ASH currently receiving services at ASH who were residing in region area at time of admission and preparing for discharge to return to that region, or client referred by ASH who have been discharged from behavioral health treatment services at ASH, including those with Community-based 911 status.
2. The CMHC **shall** serve as the SPOE for ASH:
 - a. The CMHC **shall** provide SPOE assessments for persons with serious psychiatric emergencies. The CMHC **shall** act as the SPOE for individuals present in its Region who are being considered, voluntarily or involuntarily, for the ASH inpatient program.
 - b. The SPOE screening **must** occur within two (2) hours of the initial request to the CMHC, and the CMHC **shall** assess whether inpatient services at ASH are medically necessary, unless the party requesting is agreeable to a different time frame that meets the clinical needs of the Client:
 - i. Screenings that take place outside the two (2) hour time requirement **must** have clear documentation as to the reason.
 - ii. The licensed behavioral health professional **must** be trained with documented competency to complete the screening and be familiar with the CMHC's policy and procedures.
 - c. The SPOE assessment form is certified by DHS, includes an evidenced-based screening tool, and **must** contain the following information if the individual is screened in an inpatient/medical facility or emergency room:
 - i. Completed SPOE/Crisis Intervention Form noting acute psychiatric symptoms dated within the last seventy-two (72) hours (Include physical location for discharge after stabilization).
 - ii. Hospital Face sheet with complete demographic/financial information.
 - iii. All Nurse and Physician progress notes.
 - iv. All Physician Orders.
 - v. Medication Administration Records (MAR) (Not just a list of Medications).
 - vi. Emergency Room Admission Data (if applicable).
 - vii. A signed statement by the attending physician stating that the Client is medically cleared/stable for discharge, not transfer, from the inpatient medical facility.
 - viii. All Lab/EKG reports. If Client is on Clozaril/Clozapine, report **must** include WBC w/Differential dated/obtained within seven (7) of admission.
 - ix. Medical/Psychiatric Consults.
 - x. History and Physical.
 - xi. Psychiatric Evaluation (if applicable).
 - xii. Vital Sign and Height/Weight Record.
 - xiii. Court Order/Jail Hold Order (if applicable).
 - xiv. Guardianship Papers (if applicable).

- d. If the SPOE screening is completed in a clinic, the following information is required, along with the results of an evidenced-based crisis screening tool:
 - i. Completed SPOE/Crisis Intervention Form noting acute psychiatric symptoms dated within the last seventy-two (72) hours. This **shall** include the Client's physical location for discharge after stabilization.
 - ii. Demographic/Financial Information.
 - iii. Emergency contact information.
 - iv. Where in your **Catchment Area region** the Client be placed when stabilized.
 - v. Court Order/Jail Hold Order (**must** have both if jail hold).
 - vi. For reconsiderations, the requesting facility **must** provide updated progress notes, physician orders, Medication Administration Records, and functional status reports.
 - vii. CMHC letter of authorization.
 - e. The CMHC may designate someone other than its staff to complete the SPOE. However, the designated individual **must** be trained in completing ASH SPOE screenings.
 - f. The CMHC **must** ensure the SPOE form is completed in all areas and **must** send a letter from the CMHC as proof of authorization.
3. The CMHC **shall** serve Clients on the ASH waiting list:
 - a. The CMHC is responsible for providing Care Coordination to any Clients awaiting admission to ASH. At a minimum, this **must** include pursuing insurance enrollment for the Client.
 - b. The CMHC **must** provide any appropriate and medically necessary services available under the current Outpatient Behavioral Health Services and Adult Behavioral Health Services for Community Independence manuals to assist and support with stabilization during the wait period for those awaiting admission to ASH or for those individuals discharging from ASH who are uninsured or underinsured.
 - c. If appropriate, the Client may participate in Club House Model or Drop-in Model services.
 - d. When necessary, the CMHC **shall** be responsible for securing acute hospitalization with another provider if a bed is not available at ASH. This will include documenting all efforts toward placement. The ACF through this contract must be utilized as a payor of last resort.
4. The CMHC **shall** provide Clients actively admitted at ASH and awaiting discharge with services as follows:
 - a. The CMHC **shall** provide Care Coordination services to Clients discharging from ASH, when requested by DHS:
 - i. When ASH notifies the CMHC about the upcoming discharge, the CMHC **shall** coordinate all discharge planning efforts including, but not be limited to, services to ensure that therapy, Medication Management, and coordination of a primary care physician are in place. For all clients discharging from ASH the first appointment must be a scheduled appointment no later than seven (7) days after discharge, and the appointment cannot be a "walk-in" appointment.
 - ii. The CMHC **shall** ~~ensure~~ **verify** that appropriate insurance enrollment ~~is~~ **has been** initiated prior to discharge.
 - iii. Housing and transportation shall be arranged, if applicable.

- iv. The CMHC will remain in regular communication with designated ASH staff with regards to ASH's recommended discharge planning needs, as well each Client's needs.
5. The CMHC **shall** serve all ASH discharges referred by ASH to the CMHC without insurance or who are not a member of a PASSE, or when requested by DHS:
 - a. The CMHC **shall** provide Care Coordination to clients without insurance. Care Coordination must include assisting the client to obtain appropriate insurance coverage enrollment.
 - b. For all clients discharging from ASH the first appointment **must** be a scheduled appointment no later than seven (7) days after discharge, and the appointment cannot be a "walk-in" appointment.
 - c. The CMHC **shall** provide medically necessary services available under the current Outpatient Behavioral Health Services and Adult Behavioral Health Services for Community Independence manuals to assist and support with stabilization for those individuals for the uninsured and the underinsured.
 - d. The CMHC may provide Club House or Drop-In Model Services, when appropriate.
 - e. Upon completion of inpatient treatment at ASH, Clients with a 911 Status are discharged on a conditional release order that allows the State to monitor their community functioning for up to five (5) years. The CMHC, as part of the state system, **shall** provide the necessary treatment for the 911 Status Clients regardless of payor source, who are not a member of a PASSE, or upon DHS request:
 - i. Individuals on 911 Statuses are required to comply with medications, treatment and therapy, substance abuse treatment, and drug testing as prescribed. The CMHC will coordinate with the State to ensure these Clients receive the needed treatment within the community.
 - ii. For all clients discharging from ASH the first appointment **must** be a scheduled appointment no later than seven (7) days after discharge, and the appointment cannot be a "walk-in" appointment.
 - f. ASH will coordinate discharge planning with the original referring CMHC. If a Therapeutic Community placement is deemed medically necessary, the original referring CMHC is responsible for payment for the TC services.
6. The CMHC **shall** provide services to Community-based 911 Status Clients referred by ASH, regardless of payor source, and who are not a member of a PASSE, as follows:
 - a. The CMHC **shall** provide Care Coordination to Clients currently on conditional release that has no insurance or insurance other than Medicaid. At a minimum Care Coordination must include assisting the Client in pursuing appropriate insurance coverage enrollment.
 - b. For all clients discharging from ASH the first appointment **must** be a scheduled appointment no later than seven (7) days after discharge, and the appointment cannot be a "walk-in" appointment.
 - c. The CMHC is responsible for providing medically necessary services available under the current Outpatient Behavioral Health Services and Adult Behavioral Health Services for Community Independence manuals to assist and support with stabilization for those individuals who are uninsured or underinsured.
- C. The CMHC shall provide Forensic Evaluations*

*** Information provided on forensic services is under review and may be subject to revision for future posting.**

 1. The CMHC **shall** serve the following populations in the delivery of Forensic Evaluations within the CMHC's Region:

- a. A Client referred for a court-ordered assessment to the DHS for an ACT 327, ACT 328, and/or ACT 310 Forensic Evaluation according to Arkansas Code Annotated (ACA) §§ 5-2-327, 5-2-328, and 5-2-310.
2. The CMHC **shall** provide an ACT 327, ACT 328, and an ACT 310 court-ordered Forensic Evaluation for persons who present in its **Catchment Area region(s)** according to Arkansas Code Annotated (ACA) §§ 5-2-327, 5-2-328, and 5-2-310.
3. The CMHC **shall** provide Forensic Outpatient Restoration Program (FORP) services for persons evaluated by the court.
4. Any alternative compliance that is the provision of Forensic Evaluation and treatment services other than as direct services furnished by the CMHC **must** be agreed to in writing by DHS.
5. When a judge orders an ACT 327 or ACT 328 forensic evaluation to determine if there are concerns regarding the competency, responsibility, and (or) capacity of an individual to proceed within the criminal justice system, the CMHC **shall** provide a Qualified Psychiatrist or Qualified Psychologist to perform the initial ACT 327 or ACT 328 evaluation, or subsequent ACT 310 Evaluations, as defined in Arkansas Code Annotated (ACA) §§ 5-2-301 through 5-2-329:
 - a. The Qualified Psychiatrist or Qualified Psychologist performing Forensic Evaluations must attend annual updates of the forensic certification course approved by DHS.
 - b. The Qualified Psychiatrist or Qualified Psychologist performing the Forensic Evaluations must appear in court and give testimony as required by the court or upon request by DHS and (or) DAABHS.
6. The CMHC **shall** notify the Forensic Services Program Director of the scheduled date of any ACT 327, ACT 328, or ACT 310 evaluation within five (5) business days of the notification from ASH.
7. Upon completion, all ACT 327, ACT 328, or ACT 310 Forensic Evaluations **must** be filed by the CMHC with the courts and made available to the DAABHS Forensic Program Service Director within the mandated timeframe.
8. ACT 327 or ACT 328 Evaluations that determine an individual is not fit to proceed within the criminal justice/legal process shall be then referred to the CMHC to begin providing services within the FORP:
 - a. The individual(s) served in the FORP may either reside in the county jail or out in the community. The CMHC **shall** provide FORP services to ensure that all necessary agencies and programs are involved and made available for Clients needing restoration services, such as Medication Management and therapy services, for example.
 - b. If a Client's behavioral health condition deteriorates and if the CMHC deems necessary that this individual requires an inpatient setting, or a Client is found by the Community Mental Health Center to be non-restorable after a period of six (6) months, the individual **shall** be referred to ASH for discretionary consideration of admission.
 - c. If the Client is determined to be restored by the CMHC after FORP services are rendered, the CMHC **shall** perform an ACT 310 evaluation to confirm restoration. The CMHC **shall** provide the court the evaluation results.
9. When deemed appropriate, a Qualified Psychiatrist or Qualified Psychologist of ASH's selection may be utilized to complete Forensic Evaluations.
10. As a quality measure, DHS reserves the right to request review of any Forensic Evaluation prior to court submission for a time to be determined by DHS.
11. The CMHC **shall** have thirty (30) days to replace or engage a forensic evaluator after the designated forensic evaluator separates from employment.

12. All data related to services for Forensic Evaluations population **must** be submitted in a timely manner upon request to DHS, and in a format identified by DHS.

D. The CMHC shall administer the Forensic Outpatient Restoration Program (FORP):

1. The CMHC **shall** serve the following populations in the delivery of FORP services within the CMHC's region(s):
 - a. Individuals who have been deemed unfit to proceed with the criminal justice or legal process according to according to Arkansas Code Annotated (ACA) §§ 5-2-327 and Arkansas Code Annotated (ACA) §§ 5-2-328
2. The CMHC **must** provide all educational, clinical, and medically necessary behavioral health services to individuals awaiting a hearing or a trial.
3. FORP services **shall** not begin or be performed without a letter of referral or an approval form submitted by ASH to the CMHC.
4. FORP services **must** be performed by qualified CMHC staff providing didactic competency services under the Contract. All FORP service providers must attend an established training session involving the restoration curriculum provided by ASH.
5. FORP Clients **must** have their first appointment within seven (7) days of referral to the CMHC. If the Client fails to arrive for any appointment, the CMHC **must** notify ASH by the **next business day following close of business on** the day of the missed appointment.
6. The CMHC **shall** document progress notes or reports, with the DAABHS specified criteria, and send to designated DHS staff within DAABHS required timelines and via method of transmission required by DAABHS or ASH.
7. If any outpatient services through FORP are reimbursable by Medicaid, or any other payor source, the CMHC **must** utilize that payor source.
8. The Community Mental Health Center shall provide the following services in the FORP and must use only the most current DHS-approved curricula:
 - a. Individual Outpatient Restoration: the instruction of the prepared educational curriculum with each Client receiving outpatient restoration services whether in jail or in the community:
 - i. Clients being seen for FORP educational purposes involving restoration may be seen by either a Licensed Mental Health Professional and (or) a Certified Qualified Mental Health Paraprofessional; however, if psychotherapy is warranted for a Client, this service must be provided by a Licensed Mental Health Professional.
 - ii. All individual outpatient restoration services **shall** consist of structured sessions that work toward achieving mutually defined goals as documented within a Treatment Plan and (or) restoration curriculum.
 - b. Care Coordination including but not limited to, court appearances, facilitating linkages between court and jail personnel, transporting Clients, and service referrals.
 - c. Drug Screen.
 - d. Marital/Family Behavioral Health Counseling.
 - e. Group Behavioral Health Counseling.
 - f. Interpreter Services, only with prior approval from DHS
 - g. Purchase of medically necessary psychotropic medication.

- h. Pharmacological Management.
 - i. Mileage Reimbursement.
 - j. Mental Health Diagnosis.
 - k. Psychiatric Assessment.
 - l. Psychological Evaluation.
 - m. Treatment Planning.
9. Upon determination by the Mental Health Professional or certified Qualified Behavioral Health Provider (QBHP) that a Client has been restored to competency, the Community Mental Health Center **must** contact the DAABHS Forensic Services Program Director and request for an ACT 310 forensic re-evaluation. Between the time a FORP Client has been restored and while awaiting the 310 Evaluation, the CMHC **shall** have no less than a monthly face-to-face contact with the Client.
 10. Within six (6) months of the original court orders file date the CMHC **must** request ASH inpatient admission for any Client that the Community Mental Health Center cannot restore as an outpatient Client.
 - a. The CMHC **must** submit such requests to the DAABHS Forensic Services Program Director for discretionary consideration of inpatient admission at ASH.
 - b. While the Client is awaiting admission, the CMHC **must** provide Care Coordination services, medically necessary services available under the current Outpatient Behavioral Health Services and Adult Behavioral Health Services for Community Independence manuals to assist and support with stabilization, and make Drop-in Model or Club House Model services available, if appropriate.
 - c. During the waiting period for admission to ASH, the CMHC **must** have no less than monthly contact.
 11. If ASH/DAABHS refers a defendant for whom there has been no psychiatric evaluation within the past six (6) months, the CMHC **must** schedule a Psychiatric Assessment (PA) as part of the restoration curriculum. Upon the completion of a PA, and if found necessary, the CMHC **must** provide all medically necessary behavioral health services to the Client throughout the course of the Client's participation in the FORP.
 12. The CMHC **must** replace and/or engage clinical services personnel within thirty (30) days after the designated personnel separate from employment. DHS should be immediately notified in any case of the loss of FORP staff, change of FORP staff, or difficulty in replacing FORP-certified staff.
 13. All data related to services for FORP population **must** be submitted in a timely manner upon request to DHS, and in a format identified by DHS.
- E. The CMHC shall provide Client Services to Non-Medicaid Individuals who meet criteria for Serious Mental Illness
1. The CMHC **shall** provide Care Coordination services. At a minimum, this **shall** include pursuing insurance enrollment for the individual.
 2. The CMHC may provide Club House or Drop-In Model Services to individuals with the need for medically necessary services.
 3. For services not available through the client's insurance carrier, the CMHC **shall** provide medically necessary services available under the current Outpatient Behavioral Health Services and Adult Behavioral Health Services for Community Independence manuals to assist and support with stabilization. This is specific to services not available through the individual's insurance carrier, not the number of services an insurance carrier will cover. The CMHC **must** contact insurance carrier if they believe an

increased number of certain services are medically necessary. These contract funds can only be used when the insurance carrier has denied extension of benefits on the requested services and this documentation must be included in the client's medical record.

4. All requests for, and provision of services must be documented.

F. The CMHC shall provide the services for First Episode of Psychosis (FEP) as follows:

1. The CMHC **shall** serve the following population for FEP services within the CMHC's Region:
 - a. Individuals between the ages of fifteen (15) and thirty-four (34) who are experiencing a FEP who are:
 - i. Without a payor source, or
 - ii. Have insurance benefits that will not reimburse for FEP services.
2. Because early identification, interventions, and treatment of psychosis increase the chance of successful recovery, improved functionality, the CMHC **must** make available FEP services identified below.
3. As a means of increasing early identification of FEP-related symptoms, the CMHC will provide at least ~~weekly~~ **twice monthly** community education and awareness events during each month the contract is in place. Ongoing public education must include written literature to be distributed in the community and all activities **must** be documented. Without limitation, publication and communication efforts must be addressed to each of the following at least every six (6) months:
 - a. High-school counselors/teachers.
 - b. college counseling centers.
 - c. Primary care physician's offices.
 - d. Law enforcement.
 - e. Juvenile court and juvenile probation officers.
 - f. Homeless shelters.
 - g. Jails.
 - h. Emergency departments.
4. The CMHC **shall** implement of FEP services using an evidenced-based model that includes, at a minimum, but not limited to, the following required elements as described:
 - a. Care Coordination: For the individual experiencing FEP and not a member of a PASSE, Care Coordination assists with problem solving, offering solutions to address practical problems, and coordinating social services across multiple areas of need. Care Coordination involves frequent in-person contact between the clinician, the individual, and their family, with sessions occurring in clinic, community, and home settings, as required. Individuals who experience FEP frequently need assistance with practical problems such as obtaining medical care, managing money, securing transportation, navigating the criminal justice system, and procuring stable housing. Additionally, this would include assisting the Client pursue insurance coverage enrollment.
 - b. Evidence-based therapy services: Individual or group behavioral health counseling is a face-to-face treatment provided to an individual in an outpatient setting for the purpose of treatment and remediation of a condition as described in the current allowable DSM. Services **must** be congruent with the age and abilities of the Client, Client-centered and strength-based; with emphasis on needs as identified by the Client and provided with cultural competence. The treatment service must reduce or alleviate identified symptoms related to either (a) mental health or (b) substance use disorder, maintain or improve level of functioning, and (or) prevent deterioration. The preferred evidenced-based treatment program is Cognitive Behavioral Therapy for Psychosis (CBT-P) or Individual Resiliency Therapy (IRT).
 - c. Family Education and Support: Psychoeducation provides beneficiaries and their families with pertinent information regarding mental illness, substance abuse, and tobacco cessation, and teaches problem-solving, communication, and coping skills to support recovery. Psychoeducation can be implemented in two formats: multifamily group and (or) single-family group. Due to the group format, beneficiaries and their families are also able to benefit from support of peers and mutual aid. Services

must be congruent with the age and abilities of the Client, Client-centered, and strength-based; with emphasis on needs as identified by the Client and provided with cultural competence. For the individual experiencing FEP and their family, education specific to psychosis, coping, communication, and the importance of relationship-building skills are critical. Family members or other supportive persons who are well-informed and involved are more prepared to help loved ones through the recovery process.

- d. Evidence-based pharmacotherapy: Pharmacologic management is a service tailored to reduce, stabilize or eliminate psychiatric symptoms. This service includes evaluation of the medication prescription, administration, monitoring, supervision, and informing beneficiaries regarding medication(s) and its potential effects and side effects in order to make informed decisions regarding the prescribed medications. Services must be congruent with the age, strengths, and accommodations necessary for disability and cultural framework. For the individual experiencing FEP specifically, low-dosing of one (1) antipsychotic medication is the recommended treatment framework. In this process, monitoring for psychopathology, side effects, and attitudes toward medication at every visit is critical.
 - e. Supported Employment and Education: Supported education/employment is designed to facilitate the recovering person's return to work or school, as well as attainment of expected vocational and educational milestones. The service actively facilitates rapid placement in the individual's desired work or school setting and provides active and sustained coaching to ensure success. Additionally, this service should strive to integrate behavioral health services and vocational/educational services. This service replaces traditional vocational approaches that provide intermediate work experiences (prevocational work units, transitional employment, or sheltered workshops), which tend to isolate Clients from mainstream society.
5. The CMHC **must** track and clearly document all outcomes related to FEP services including suicidality, psychiatric hospitalizations, substance use, prescription adherence, side effects of psychotropic medications prescribed, and the Client's level of functioning with regards to ability to initiate/maintain involvement in educational setting, employment setting, and social connectivity.
 6. The CMHC **must** complete ongoing assessment of suicidality for FEP persons at each visit.
 7. The CMHC may include Club-house or Drop-in Model services, when appropriate.
 8. The CMHC **must** utilize appropriate payor source if any services are reimbursable by a payor source other than this contract.
 9. FEP data **must** be submitted in a timely manner upon request to DHS, and in a format identified by DHS.
- G. The CMHC shall provide Community-Based Services and Support
1. The CMHC **shall** develop community partnerships and collaborations with relevant agencies, stakeholders, and groups within the CMHC's Region.
 2. In offering community-based services, the CMHC **must** maintain local behavioral health and community resource directory as well as demonstrate an ongoing public information and education campaign to educate the local community with information about available resources, hours of operation, contact information, and how to access the agencies' services, including Crisis Services. Information and education activities must take place at least once a month. The CMHC **must** develop flyers, publicize by advertisement in local media, and ensure a broad array of local referral resources are included in the campaign efforts. Local referral resources may include, but are not limited to:
 - a. Other behavioral health providers.
 - b. Substance use disorder treatment providers.
 - c. Physician offices.
 - d. Law enforcement.
 - e. Jails.
 - f. Homeless shelters.
 - g. Civic groups.

- h. Emergency departments.
 - i. Schools.
 - j. Colleges.
3. The CMHC **must** support a Consumer Council, provide parent training, community tragedy response, and community resource center.
 4. The CMHC may utilize contract funds for participation in Mental Health Courts.
 5. The CMHC **must** utilize contract funds for jail diversion.
 6. Community-Based Services and Support must be culturally competent, strength-based, and provided in collaboration with other community partners.

H. The CMHC shall administer Social Services Block Grant (SSBG) Title XX Services

1. The CMHC **shall** serve the following populations in the delivery of SSBG services within the Community Mental Health Center's Region and who meet established federal guidelines:
 - a. Children, youth, and adults who meet the criteria outlined in the SSBG Manual (Attachment H).
2. The CMHC **shall** deliver SSBG Title XX Services for traditional and non-traditional services and support for children, youth, and adults including services identified in sections 29, 38, 43, and 56 of the most current version of the SSBH Manual.
3. The CMHC **shall** complete the DHS 100 Form when accessing this funding source.
4. All services provided under Title XX funding **shall** be in full compliance with instructions outlined by the SSBG requirements (Attachment H).
5. SSBG funds are billed separately to DHS, and receipts of purchases will be required by DHS when utilizing these funds.
6. SSBG funds **must** be utilized for eligible services before any other payor source is utilized.

I. The CMHC shall ensure provision and availability of Expanded Services

1. The CMHC **shall** directly provide, or ensure availability through a subcontractor, the following services for persons who are uninsured or underinsured. These services must be medically necessary:
 - a. Partial Hospitalization.
 - b. Peer Support.
 - c. Family Support Partner.
 - d. Supported Employment.
 - e. Supported Housing.
 - f. Therapeutic Communities.
 - ~~g. Acute Care Units.~~
 - h. Aftercare Recovery Support.
2. The CMHC may purchase medically necessary psychotropic medication for individuals when there is no other payor source:
 - a. There must be no other alternative means for obtaining necessary medication, such as, but not limited to, third party insurance prescription plans, patient assistance programs through pharmaceutical companies, or physician samples.
 - b. Medication must be essential for stabilizing or eliminating psychiatric symptoms.
 - c. This contract cannot be charged any amount other than the actual cost of the necessary medication.
3. The CMHC **must** provide access to Medication Assisted Treatment in each county within their contracted region.

2.4 COMMUNITY COLLABORATIONS AND PARTNERSHIPS

- A. The CMHC **shall** develop community partnerships and collaborations with relevant agencies and groups within the CMHC's Region:
1. The CMHC **shall** demonstrate collaboration within the Region it serves, including, but not limited to, other behavioral health treatment providers, licensed substance use treatment providers, law enforcement agencies, health care providers, hospitals, jails and prisons, Acute Crisis Units, judicial systems, service organizations, advocacy organizations, minority health organizations, peer support groups, family-led organizations, consumers, and any other entities within the communities that can assist with meeting client and (or) family needs:
 - a. These collaborations shall focus on preventing deterioration and (or) enhancing current functioning of clients and providing community members with a full array of behavioral health care services.
 - b. CMHC collaborations shall also assist persons with serious behavioral illnesses to have access to community support programs to include but not limited to: housing, vocational trades/education and leisure activities.
 2. The CMHC **shall** participate collaboratively within the community to assist with assertive outreach, early intervention, and stabilization of individuals who may reside in jails, be hospitalized, experiencing a first episode of psychosis, and (or) have re-occurring crises.
 3. In partnership with collaborative community members, the CMHC **shall** assist in developing short and long-term solutions to help individuals connect with natural occurring and (or) community supports (e.g. drop-in centers, Club House Model or Drop-in Model programs, family support groups, and self-help groups).
 4. The CMHC's community collaborations **shall** focus on preventing deterioration and (or) enhancing current functioning of clients and providing community members with a full array of medically necessary behavioral health care services. Collaborations **shall** also assist persons with serious behavioral illnesses to have access to community support programs to include but not limited to: housing, vocational training/education, psychoeducation, employment, and leisure activities.
 5. The CMHC **shall** develop partnerships and work collaboratively with child and youth serving agencies and family organizations to avoid children and youth being placed outside of their home and their community.

2.5 STAFFING REQUIREMENTS

- A. All services rendered to the Client shall only be provided within the scope of the performing healthcare provider as defined by federal and State law.
- B. The CMHC **shall** have written policies and procedures in place for training all employees. Written documentation of the training **shall** be the responsibility of the CMHC.
- C. Additionally, the CMHC **shall** demonstrate ongoing staff development and recruitment processes to ensure good stewardship of state and federal funds.

2.6 RECORDS AND REPORTING

- A. The CMHC shall demonstrate the ability to develop and maintain appropriate Client records in an electronic health record system. Additionally, documentation **must** mirror Medicaid requirements.
- B. Reporting
1. Accreditation:
 - a. The CMHC **shall** provide DAABHS with copies of TJC, COA, or CARF accreditation review reports, including any deficiencies noted and remedies required by TJC, COA, or CARF, within five (5) days of receipt.

- b. The CMHC **shall** copy DAABHS on any communication between the CMHC and TJC, COA, or CARF regarding correction of deficiencies and acceptance of remediation.
 - c. The CMHC **shall** copy DAABHS on all communication between the CMHC and TJC, COA, and/or CARF.
2. General Reporting
- a. The CMHC **shall** complete DHS required data entry in the system or manner specified by DHS no later than the tenth (10th) working day of the month for the previous month. Data entry **must** be timely, accurate, and consistently reflect required data points with the degree of specificity indicated by DHS.
 - b. The CMHC **shall** document all services rendered via the Contract's funding sources and report this data to DHS in the DHS-approved format and timeframe.
 - c. The CMHC **must** comply with compilation and submission of any other ad hoc reports requested by DAABHS in the timeframe mutually agreed upon between the CMHC and DAABHS.
 - d. Upon request, CMHC **must** provide to DHS documentation and reporting that is client specific and includes at a minimum, first name, last name, date of birth, social security number and service(s) rendered.
3. The CMHC must comply with DHS incident reporting requirements as defined in Attachment H.
4. Annual Reporting:
- a. The CMHC **shall** report specific information on an annual basis as follows to DAABHS for federal reporting purposes:
 - i. Identification of the number of unduplicated Clients receiving evidence-based services specifically listed by Substance Abuse and Mental Health Services Administration (SAMHSA).
 - ii. Maintenance of Effort (MOE) reporting which requires the Community Mental Health Center to report annually the amount of Medicaid revenue received in the previous state fiscal year.
 - b. Upon request, the CMHC **must** submit written report describing the CMHC's quality improvement activities, which include at a minimum, assessment of progress toward the CMHC's goals, program achievements not related to goals, and outcome data as it relates to the CMHC's current quality assurance goals and objectives.

2.7 APPEALS AND GRIEVANCE PROCESS

- A. The CMHC **shall** provide a system for handling individual complaints and appeals and shall cooperate fully with the processing of any complaint or appeal in accordance with the Arkansas Medicaid Manual.

2.8 QUALITY ASSURANCE

- A. The CMHC **shall** develop and utilize continuous quality assurance and quality improvements methods to ensure that the appropriate services and treatments for Clients with the most serious behavioral illness, including those with re-occurring crises, hospitalization, and emergencies, are receiving the most effective and efficient treatment modalities available. The CMHC **must** comply with, at a minimum, Quality Assurance requirements outlined in the most current version of the DHS Behavioral Health Agency Certification Manual.

2.9 COMMUNITY MENTAL HEALTH CENTER COMPENSATION AND FINANCIAL MANAGMENT

- A. Financial Reporting:
 - 1. The CMHC **shall** comply with DHS and DAABHS billing instructions and deadlines. DHS and DAABHS periodically revise billing instructions for federal and state year-end close-out. Non-compliance with deadlines may result in subsequent year funding cuts.

2. The CMHC **shall** be subject to an annual audit of overall operations by the Division of Legislative Joint Auditing Committee as defined in Arkansas Code Annotated (ACA) §§ 20.46.308. The CMHC **shall** submit a budget to DAABHS and the Arkansas Legislative Council and go through the budget procedures process in the same manner as State Departments, agencies, institutions, boards, and commissions. Budgets shall be submitted based on operating revenues and expenses of each CMHC, and each CMHC **shall** provide information related to financial status required by the Legislative Council and/or Joint Budget Committee.
- B. Utilization of Contracted Funds:
1. The CMHC **shall** utilize DAABHS funds only for the populations defined in Section 3.2.
 2. DAABHS funds **shall** always be the payor of last resort, unless specifically stated otherwise.
 3. The CMHC **shall** utilize contracted funding to ensure appropriate behavioral health care is available for Indigent Arkansans.
 4. To support the contracted CMHC in the establishment and sustainability of access to quality services, for the defined population, a portion of the monthly scheduled payment may be utilized to build infrastructure. Examples of acceptable infrastructure expense might include but are not limited to: initial site establishment costs such as rent, utilities, advertisement, and staffing; development of telemedicine networks; practice transformation and/or business model redesign support; staff recruitment efforts and/or staff development; evidence-based trainings to improve quality of care. The purpose of infrastructure funding is to establish or improve access to quality care for defined population seeking behavioral health services. All proposed use of dollars for infrastructure must be outlined in the RFQ response. DHS will require monthly reporting of dollars used for infrastructure.
- C. The CMHC **shall** keep receipts of purchases for SSBG Title XX services and send billing to DHS monthly according to the SSBG Block Grant Manual (Attachment H).
- D. The CMHC **shall** be able to bill a variety of private insurance plans including, but not limited to, Arkansas Works, Medicaid, Medicare, and Veteran's Administration benefits. No duplication of coverage between this Contract and the aforementioned payors exists. If services contemplated by this Contract are covered by these private and public insurance or payment programs, funds will not be available under this Contract to pay the CMHC for the provision of these services. This Contract only makes funds available to a CMHC if no alternative source of funds is available to that Client, except for:
1. Supplementing services pertaining to ASH, per RFQ Section 2.6 B.
 2. Care Coordination pertaining to ASH, per RFQ Section 2.6 B.
 3. Clients with Medicare, private insurance, or Veterans Administration benefits for Drop-In Model or Club House Model Services, or for medically necessary services not covered by their insurance carrier.
- E. The CMHC **shall** demonstrate compliance with professionally recognized and accepted accounting, statistical, and auditing standards. The CMHC **shall**, at its own expense, undergo an annual audit conducted by a certified public accounting firm.

2.10 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 a vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to

performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.

- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 RESPONSE SCORE

- A. OP will review each Response Packet to verify submission Requirements have been met. Responses that do not meet requirements **shall** be disqualified and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Responses. Evaluation will be based on Vendor's response to the *Information for Evaluation* section included in the *Response Packet*.
 1. Members of the Evaluation Committee will individually review and evaluate responses and complete an Individual Score Worksheet for each response. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFQ evaluation factor, the response squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFQ evaluation factor, the response squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFQ evaluation factor, the response is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFQ evaluation factor, the response's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFQ evaluation factor, the response is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFQ evaluation factor, the response clearly does not meet the requirement, either because it was left blank or because the response is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each response.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Vendor Qualifications	20	5%	50
E.2 General Service Delivery Requirements	10	5%	50
E.3 Service Delivery Duties	45	15%	150
E.4 Community Collaborations	5	15%	150
E.5 Staffing Requirements	5	10%	100
E.6 Records and Reporting	5	5%	50
E.7 Appeals and Grievance Process	5	5%	50
E.8 Quality Assurance	5	10%	100
E.9 Vendor Compensation and Financial Management	5	10%	100
E.10 Region Specific Services	5	20%	200
Total Technical Score	110	100%	1000

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

D. The response'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. The response's weighted scores for sub-sections will be added to determine the Total Score for the response.

3.2 **PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Response Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the responses.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

- A. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- B. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- C. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- D. The vendor 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.
- E. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- F. Selected vendor **must** be registered with the State in order to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/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 30-day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 - The right to possession.
 - The right to accrued payments.
 - The right to expenses of de-installation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. 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:

- 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
- The contract has required the State to carry insurance for such risk.

4.3 **CONDITIONS OF CONTRACT**

- A. The vendor **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 vendor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.
- C. 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, and the Organizational or Personal Conflict of Interest policy as presented in Attachment F.

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 vendor-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 vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor'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 vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 **PERFORMANCE BONDING**

- A. The Contractor shall be required to obtain performance and payment bonds when necessary to protect the State's interest, as determined by the state.
- B. The following situations may warrant a performance bond:
 - 1. The State's property or funds are to be provided to the contractor for using in performing the contract;
 - 2. Substantial progress payments are made before delivery of end items is complete; or
 - 3. The duties of the Contractor, if breached, could expose the State to liabilities.
- C. When it is determined that a performance bond is required, the Contractor 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.

D. The Contractor shall submit documentation to the satisfaction of the State that a performance bond has been obtained. 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 vendor **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 vendor **must** provide the OP with 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 **shall** have the right to require additional information pertaining to the requested increase.

C. Increases **shall not** be considered to increase profit or margins.

D. OP shall have the right to approve or deny the request.

4.8 **CONFIDENTIALITY**

A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.

C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.9 **CONTRACT INTERPRETATION**

Should the State and vendor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

4.10 **CANCELLATION**

A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.

B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.11 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

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

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of 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 Response Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Response 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 responses **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. Vendor **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 vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors 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 vendor 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 vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor'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 vendor'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 vendor's expense. After reasonable examination, all demonstrators will be returned at vendor'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 vendor.
10. **AMENDMENTS:** Vendor's responses 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 vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
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 vendor 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 vendor.

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 vendors 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. Vendor **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 vendor 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 vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
25. **CONTINGENT FEE:** The vendor 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 vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Response 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.