



**STATE OF ARKANSAS**

**DEPARTMENT OF HEALTH  
Center for Health Advancement**

**REQUEST FOR PROPOSALS**

**# DH-15-0001**

**For**

**Arkansas Tobacco Quitline Services**

**Date Issued:**

**January 16, 2015**

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**ACRONYMS USED IN THIS REQUEST FOR PROPOSAL**

<b>ACRONYM</b>	<b>DESCRIPTOR</b>
A.C.A.	Arkansas Code Annotated
ADH	Arkansas Department of Health
APT	Adjunct Pharmacotherapy
ATQ	Arkansas Tobacco Quitline
BAA	Business Associate Agreement
CAD	Coronary Artery Disease
CDC	Centers for Disease Prevention and Control
CHA	Arkansas Department of Health Center for Health Advancement
COPD	Chronic Obstructive Pulmonary Disease
CPPB	Certified Professional Public Buyer
CST	Central Standard Time
DFA	Arkansas Department of Finance and Administration
EEO	Equal Employment Opportunity
EHR	Electronic Health Record
EMR	Electronic Medical Record
FDA	Food and Drug Administration
FTE	Full Time Equivalent Employee
FTP	File Transfer Protocol
GED	General Education Diploma
HIPAA	Health Insurance Portability and Accountability Act
INA	Information Network of Arkansas
IRS	Internal Revenue Service
LGBT	Lesbian, Gay, Bisexual and Transgender
LHUs	Local Health Units
LLC	Limited Liability Corporation
MDS	Minimal Data Set
NAQC	North American Quitline Consortium
NQDW	National Quitline Data Warehouse
NRT	Nicotine Replacement Therapy
OB/GYN	Obstetrician/Gynecologist
OSP	Arkansas Office of State Procurement
PA	Professional Association
PDF	Portable Document Format
PSC	Professional Services Contract
RFP	Request for Proposals
SLT	Smokeless Tobacco
TDD/TTY	Telecommunications Device for the Deaf/Text Telephone Teletypewriter
TPCP	Tobacco Prevention & Cessation Program
TV	Television
UPS	Uninterruptible Power Source
WIC	Women, Infants and Children

## RFP SCHEDULE OF EVENTS

### RFP Schedule of Events

The following timetable is anticipated for the procurement process. All times refer to local time (CST) in Little Rock, Arkansas.

<u>EVENT</u>	<u>DATE</u>
RFP issued	January 13, 2015
Due date for Pre-Submission Letter of Intent	January 23, 2015
Due date for written questions	January 30, 2015
Due date for answers to questions	Approximately February 5, 2015
Due Date and Time for Receipt of Bid Submittals/Bid Opening Time and Date	February 20, 2015 at 2pm.
Tentative Date for Oral Presentations*	To be announced
Completion of proposal evaluation	Approximately March 10, 2015
Anticipation of Award announcement placed on OSP website	Approximately March 13, 2015
Anticipated Contract start date (Subject to State approval)	July 1, 2015

\*If the number of applicants requires it, the ADH may use two days for oral presentations. However, the limit for each presentation will remain 60 minutes.

## **SECTION 1**

### **INTRODUCTION**

#### **1.1 Purpose**

The purpose of this Request for Proposal (RFP) is as follows:

**1.1.1** The purpose of this RFP is to solicit proposals to implement and maintain a comprehensive telephone-based Quitline and web-based tobacco cessation services to assist Arkansas residents in their efforts to quit tobacco use. The selected vendor will provide a tobacco Quitline service and reporting system which will provide statewide cessation services free of charge to all callers and will be based on the Guide to Community Preventive Services related to tobacco use recommendations and the U.S. Health Service Clinical Practice Guideline on Treating Tobacco Use and Dependence. ATQ services to be provided will include but are not limited to: 1) screening, 2) assessment, 3) provision of proactive (counselor initiated) counseling services, 4) distribution of culturally-competent educational materials, and 5) procurement and distribution of approved pharmacotherapy (specifics to be determined periodically but at a minimum of two-week supply of nicotine patch, nicotine gum, or nicotine lozenges) to support cessation of tobacco users statewide. The selected vendor will begin accepting calls on July 1, 2015.

**1.1.2** In addition to providing services for Arkansas's general population of tobacco-users, the selected vendor must support culturally and linguistically appropriate counseling protocols and materials for specific populations in Arkansas which are disproportionately impacted by tobacco use, including but not limited to: individuals of low socioeconomic status, youth, Hispanics, African Americans, Asians, pregnant women, rural and other groups that demonstrate high rates of tobacco use.

**1.1.3** The vendor's operation center for the provision of the ATQ and technical support shall be located and operated from a location within the United States of America. The technical support services shall be provided onsite at the vendor's facility, unless otherwise agreed to by the state agency.

**1.1.4** All project work described in the RFP, processing, and other such related operations shall be performed onsite at the vendor's operation center for the ATQ except as is otherwise stated herein or expressly agreed to by the state agency.

**1.1.5** The Vendor must have a demonstrated record, as a company, of at least five (5) years performing management of Quitline and/or cessation services. The Vendor must have at least one project experience within the past five (5) years or currently operating a Quitline system for a public governmental entity of a similar nature as to what is described within this RFP.

## **1.2 Background**

ADH Tobacco Prevention and Cessation Program (TPCP) was established in 1993 through a federal grant from the U.S. Department of Health and Human Services and the Centers of Disease Control and Prevention (CDC). In July 2001, the program was significantly enhanced with the receipt of funding from the Master Settlement Agreement (MSA). As designated by the Tobacco Settlement Proceeds Act of 2000, ADH receives 31.6% of the annual payment into the Arkansas Tobacco Settlement Program fund.

TPCP began providing tobacco Quitline services in December 2002. Addressing tobacco users is an important component of Arkansas's comprehensive tobacco control program and plays a significant role in reducing tobacco use among Arkansans.

Approximately 559,562 adults in Arkansas (about 25% of the adult population) are smokers. Approximately 134,582 of adult males in Arkansas (about 12.7% of the adult male population) are users of smokeless tobacco.

During fiscal year 2014, 18,771 Arkansans called the ATQ. Of those, 12,817 received intervention/cessation services. 7-month quit rate for: All tobacco users - 27.9%; 4-month quit rate for: Smokeless tobacco users - 22.4%; Hispanic tobacco users - 28.4%; and, Pregnant tobacco users – 33.0%.

Funding is available through the Arkansas Department of Health (ADH), Center for Health Advancement (CHA), Tobacco Prevention and Cessation Program hereafter referred to as TPCP.

## **1.3 Overview of ADH Organization and Operations**

The ADH is a centrally governed agency administered from a main office with five (5) health regions and ninety-four (94) local health units (LHUs) in seventy-five (75) counties. ADH is comprised of five (5) centers with TPCP being a part of the Center for Health Advancement (CHA).

The TPCP is one (1) of five (5) branches of the ADH/CHA. The Cessation Section is one (1) of five (5) sections under the TPCP. The Cessation Section will be responsible for project oversight as a result of this RFP.

The mission of the TPCP is to reduce the health, social, and economic burdens caused by tobacco for all population groups through the implementation of the Centers for Disease Control and Prevention's *Best Practices for Comprehensive Tobacco Control Programs*.

## **1.4 Contract Duration**

Work will be completed within the constraints of a professional service contract with a proposed effective period of July 1, 2015 through June 30, 2016. The contract may be extended for up to six (6) additional one-year increments contingent upon approval by the ADH, review by the state legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding and all necessary federal reviews and approvals. Maximum life of this contract may not go beyond June 30, 2022.

## **SECTION 2**

### **SCOPE OF WORK**

#### **2.1 General**

2.1.1 The vendor will provide:

- a) A telephone-based tobacco cessation Quitline to assist Arkansans with quitting tobacco products at no-charge to the caller,
- b) Screening; assessment,
- c) Proactive counseling for individuals ready to quit,
- d) Support materials,
- e) Referrals to community based cessation programs, and/or
- f) A course of nicotine patches, gum, or lozenges.

2.1.2 The vendor will provide twenty-four (24) hours a day seven (7) days a week live response, excluding the following holidays: Independence Day, Thanksgiving Day, and Christmas Day. Service delivery will close at 2:00 p.m. CST on Christmas Eve and 5:00 p.m. CST on New Year's Eve. Calls on those days will be routed to an established voicemail indicating services are temporarily closed due to the holiday and messages will be returned the following day.

Participants will be contacted, at the time indicated as convenient by the participant, during weekdays, with the exception of weekends where operation hours are utilized to increase contact with participants. When participants request a specific date and time for their counseling session the vendor will endeavor to meet the request.

During non-operation hours a bank of pre-recorded informational messages will be available for callers looking for support or information. Callers will have the option to leave a voicemail, listen to tailored messages, or both.

2.1.3 The vendor must provide

- a) Project governance procedures and project team organizational structures which must be established prior to conducting work on the project,
- b) The plans for
  - i. facility preparation,
  - ii. acquisitions of all necessary technology, and
  - iii. the hiring and training of staff.
- c) Up to date and complete system and operational documentation in the format planned and agreed to by ADH,
- d) Plans for
  - 1) Testing,
  - 2) Implementation,
  - 3) Quality Management,
  - 4) Disaster Recovery, and
  - 5) Business Continuity

2.1.4 The vendor will operate the national and the Arkansas' toll free number, 1-800-QUIT NOW and 1-866- NOW QUIT for the purposes of handling multiple simultaneous incoming and outgoing calls for the ATQ coaching center operations and provide tobacco use cessation services meeting the required system capabilities and performance standards as described in this RFP. Upon termination or expiration of this contract, the vendor shall transfer both toll-free lines back to ADH for continued state use.

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### 2.1.5 The vendor will

- a) Provide the availability of a TDD/TTY number for coaching center operations (The vendor may retain ownership of the TDD/TTY number),
- b) Operate the fax number, 1-888-827-7057 for coaching center operations. Upon termination or expiration of the contract, the vendor will transfer this line back to ADH for continued state use,
- c) Implement a system of screening for eligibility and distribution of a course of the nicotine patches, gum, or lozenges meeting the performance standards as described in this RFP,
- d) Provide services in both English and Spanish languages. If the language required is not available, the vendor must use interpretive services,
- e) Monitor the number of callers requiring language interpretation services.
- f) Implement a computerized tracking and reporting system which will meet the requirements for accurately documenting Quitline activities as described in this RFP, and
- g) Incorporate at a minimum the data elements mentioned in attachments E and F

2.1.6 The vendor's staff will provide necessary consultation and technical assistance services in support of the state staff in conducting the ATQ day-to-day program activities.

## 2.2 HIPAA Regulations and Standards Compliance Requirement

2.2.1 The vendor must certify compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations and requirements as described in Department of Health and Human Services, Office of the Secretary, 45 CFR Parts 160, 162 and 164, as well as all HIPAA requirements related to privacy, security, transaction code sets (where applicable) and medical provider enumeration.

2.2.2 The vendor must provide its staff with a source of secure encryption. All patient information that is emailed to TPCP or TPCP's third-party evaluator partner must be encrypted.

2.2.3 HIPAA requirements shall also apply to entities with which ADH data is shared. If this data is covered by HIPAA, then a Business Associates Agreement (BAA) or contractual agreement specifying vendor responsibility for protecting and securing this data must be signed by both parties to ensure that this data is adequately secured according to ADH standards. This agreement/contract must be in force prior to testing or production implementation of this data exchange. Refer to Form AS-4001 form below the RFP advertisement.

## 2.3 STAFFING

Given the limitations of assigning ADH staff to this project, the vendor shall be expected to provide most of the expertise and provide for the full range of services during the project.

2.3.1 To ensure project goals are met, the vendor must

- a) Hire appropriate and sufficient personnel,
  - i. Arrange for staff training, and
  - ii. Monitor staff performance.
- b) Have a full-time Project Manager dedicated to the ATQ project, who will provide
  1. Monthly reports,
  2. Quarterly reports, and
  3. annual reports to TPCP
- c) Detail in the evaluation plan the way these aforementioned staff/customer service requirements will be met on a continuing basis,

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### 2.3.2 The vendor will

- a) Meet with ADH and key stakeholders weekly or, as needed, via telephone conference calls for the purpose of coordination and planning,
- b) Ensure that the Project Manager will be available for in-person coordination, planning, and training meetings with ADH and stakeholders, including the contracted evaluator up to three (3) times per fiscal year,
- c) Notify ADH of any staff changes.
- d) Ensure cessation counselors are:
  - 1) Skilled in applying the principles of motivational interviewing for inducing behavior change, and cognitive-behavioral approach,
  - 2) Knowledgeable of specific issues related to tobacco dependence; including
    - i. nicotine replacement therapy (NRT),
    - ii. bupropion,
    - iii. varenicline, or
    - iv. other pharmacotherapy.
- e) Cessation counselors will receive weekly clinical oversight from supervisors who have completed extensive clinical and management training.
- f) Ensure that
  - 1) physician consultation is available
  - 2) Supervisory staff is skilled in intervention techniques, coaching, and mentoring to ensure staff delivers the highest quality delivery of service.
- g) Respond to written or email requests for service updates, data reports, and other information as required or requested by ADH/TPCP within 48 hours. If the request requires additional time, the vendor must supply justification to TPCP with a timeframe for response.

2.3.3 The vendor must develop and use continuing education training to ensure cessation counselors maintain up-to-date skills, knowledge, Arkansas specific community and health plan referral resources, and cultural competency related to state attributes based on information provided by ADH.

2.3.4 ADH will permit project work to be done out-of-state, within the United States. For out-of-state work, ADH requires strong management of the resources and assigned tasks; adequate, timely and accurate communications and completion of assigned work by specified deadlines.

2.3.5 ADH and key stakeholders, including the third-party contracted evaluator, may conduct on-site visits to the vendor's facilities.

## 2.4 SERVICE LEVEL AND VOLUME

Service level standards apply during months when the call volume does not exceed the projected call volume. Current data indicates 1,375 tobacco users will register for services each month. ADH and the vendor will monitor and revise projected tobacco users call volume as both parties incorporate projected response to service offerings and promotion.

2.4.1 The vendor will maintain staff levels required to ensure the following monthly performance goals are met:

- a. 90% of all calls during Quitline hours of operation will receive a live response.
- b. 90% of calls during Quitline hours of operation will be answered within 30 seconds (abandonment rate will not exceed 5%).

2.4.2 Vendor will monitor the following service metrics on a monthly basis and report quality outcomes:

- a. 100% of self-help materials will be sent within two (2) calendar days, excluding holidays and weekends, of registration intake.
- b. 100% of intervention materials will be sent within two (2) calendar days, excluding holidays and weekends, of the completed intervention.
- c. 95% or higher of quit date calls must be attempted (not completed) within five (5) calendar days, excluding holidays listed in section 2.1.2.
- d. 90% or higher of callers interested in speaking with a cessation counselor will be transferred directly to a counselor after completion of registration.

2.4.3 The vendor will closely monitor and report the number of incoming calls and registered callers. Should volume exceed expectations, the vendor and ADH will work to adjust service offerings in order to stay within the allocated budget. Total number served will be monitored and reported monthly to ADH. The vendor may charge ADH for each service listed below:

- a. Registration (Projected total 16,498)
- b. Reactive 1-Call Only or First Call of 5-Call Program (Projected total 12,233)
- c. Five Call Intensive Program (Proactive calls 2-5) and ad-hoc calls (Projected total 12,557)

## 2.5 SERVICE PRICING

2.5.1 The vendor shall not charge ADH registration fees for the following:

- a) Out-of-state calls,
- b) hang-ups,
- c) Pranks,
- d) Wrong numbers,
- e) Calls from Arkansans who qualify for specific company Quitline contractor or transferred to a health plan,
- f) A cessation benefit offered by the vendor through a separate contract,
- g) Fax referral that do not result in a registration, or
- h) Web enrollments that do not result in a registration.

2.5.2 Registration charges apply to tobacco users, proxy, providers and general public who request and register for services.

2.5.3 The vendor can only charge ADH for scheduled counseling calls and calls that occur in between scheduled calls (Ad Hoc calls) which are completed by a qualified counselor. Depending on the timing of an Ad Hoc call, it may be considered as one of the four proactive scheduled calls. ADH reserves the right to limit the number of Ad Hoc calls.

## 2.6 SERVICE DELIVERY

Protocols for all counseling interventions, both initial and follow-up, must be evidence-based with documented stage of change and effectiveness in inducing behavior change utilizing motivational interviewing and cognitive-behavioral approach to treating tobacco use. Protocols must be revised, as needed, to keep pace with research on effective telephone-based and/or web based tobacco dependence treatment interventions.

2.6.1 The vendor will provide a statewide, toll-free telephone-based resource that will provide screening, counseling, support materials, and a referral for tobacco cessation assistance.

- a. General public callers will be provided requested information and will be mailed materials when appropriate.
- b. Proxy callers are defined as a caller who contacts the Quitline for support for an adult family member or friend. Proxy calls will be offered materials and encouraged to have the adult family member contact the Quitline themselves.
- c. Tobacco users contemplating quitting should also receive educational materials and two (2) counseling questions to try to move them into ready to quit stage.

2.6.2 For tobacco users ready to quit, the vendor will:

- a. Provide an immediate counseling intervention with a cessation counselor in accordance with the required service metric.
- b. Offer an opportunity to receive proactive, behavioral counseling sessions. The number of calls provided in the multiple-call program may be revised upon mutual written agreement of the vendor and ADH. Other treatment options for incoming callers may be utilized such as “become an ex”, “QUITNET” or web-based triage upon mutual written agreement of the vendor and ADH.
- c. Provide comprehensive, proactive counseling support for tobacco users who are ready to quit and agree to counseling. The counseling will be based on protocols from research in randomized clinical trials has demonstrated effective outcomes in providing support and assistance in helping people successfully quit tobacco use and prevent relapse.
- d. Eligible participants will be allowed to enroll in proactive counseling two (2) times per twelve (12) months of the registration date.
- e. For tobacco users who are not interested in receiving follow-up proactive counseling, the Contractor will offer encouragement to call the Quitline again for as needed assistance.
- f. Participants shall be contacted within their indicated best time during weekdays, with the exception of weekends, where operation hours are utilized to increase contact with participants. When participants request a specific date and time for their counseling session the vendor will endeavor to meet that request.
- g. Provide self-help materials.
- h. Refer tobacco users to local community resources and/or cessation benefits offered through the tobacco user’s health plan or employer. All callers covered by a health plan or employer, who contracts with the vendor directly, will be serviced under that health plan or employer contract.

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2.6.3 For tobacco users who are provided a two-week supply of nicotine patches, lozenges, or gum the vendor will:

- a. Typically in the first counseling call, screen the caller for contraindications utilizing U.S. Public Health Service recommendations on the use of pharmacological cessation aids and assure the provision of pharmacotherapy as appropriate.
- b. Discuss with the participant previous pharmacotherapy used, what worked and what did not, in order to determine the best pharmacotherapy option for the participant.
- c. Refer callers to their physicians or other health care professionals as needed.
- d. If appropriate, fulfill a two-week starter kit of nicotine patches, gum, or lozenges.
- e. Assure pharmacotherapy for each caller is limited to two (2), two-week supplies during a twelve (12) month period.

ADH shall have the option to increase or decrease the NRT offering, including combination therapy, without additional cost. Should ADH increase NRT offering, the most cost effective shipment method will be used.

2.6.4 The vendor will provide

- a) Cessation support for youth callers who are thirteen (13) to seventeen (17) years of age. Youth callers will be eligible for the 5-call program and are eligible to receive materials and referrals to local programs. If a minor twelve (12) years of age or younger contacts the Quitline they may be provided self-help materials and referrals to local programs. The vendor will deliver a standard monthly report detailing activity,
- b) Women who are pregnant or planning to become pregnant with the option to receive up to ten (10) calls during and after pregnancy and planning pregnancy,
- c) Eligible tobacco users with access to web-based coaching designed to complement and enhance the telephone-based behavioral counseling sessions,
- d) Stage-appropriate materials to
  - 1) Tobacco users interested in services,
  - 2) Tobacco users requesting information only,
  - 3) Proxy and health care provider callers, and
  - 4) To the general public in English and Spanish.
- e) Written materials to the general public upon request only

2.6.5 The vendor will refer registered tobacco users to web-based coaching for support in between counseling calls, and deliver a standard monthly report detailing activity.

2.6.6 The vendor will customize a library page including links to ADH specific websites. The vendor will deliver a standard monthly report detailing web activity.

2.6.7 The vendor will provide tailored materials for:

- a) Smokeless and absorbable tobacco users,
- b) Electronic nicotine device users,
- c) Pregnant women,
- d) Those of low socioeconomic status, and
- e) Youth.

Age, culturally and linguistically appropriate materials must also be available for mutually agreed upon disparate groups.

The vendor will provide protocol for services provided to users of electronic nicotine devices.

2.6.8 ADH must review and approve all materials prior to printing and distribution by the vendor. Complaints regarding service offerings or promotional activities shall be referred to ADH.

## 2.7 NICOTINE REPLACEMENT THERAPY & PHARMACOTHERAPY PROVISIONS

The vendor will require counselors to screen all adult Quitline callers eligible for nicotine replacement therapy (NRT) using a computer-prompted algorithm, for appropriateness of use and potential exclusions for NRT. Eligible callers expressing an interest in a prescription for either Varenicline or Bupropion rather than NRT will be offered, through the vendor, a fifty dollar (\$50) voucher to apply towards costs; after obtaining a prescription from their healthcare provider. Eligibility criterion to receive a voucher is described in the section 2.7.2.

2.7.1 All adult Quitline callers eligible for proactive counseling are also eligible for NRT, either nicotine patches, lozenges, or gum at no cost to the caller. The vendor will mail/ship the NRT product to enrollees.

- a. All adult registered tobacco users enrolled in proactive counseling are eligible for dose appropriate, two-week supply of NRT, which consist of nicotine patches, lozenges, or gum.
- b. NRT will be limited to two (2) courses of NRT during a twelve (12) month period with the exception of those who report an adverse reaction.
- c. Participants may switch products should they report an adverse reaction.
- d. NRT will be sent within two (2) calendar days of request, excluding holidays and weekends.

Participants will be provided individualized instructions including education on the proper use of NRT. Participants will be referred to their physician for any additional questions and/or concerns regarding the use of NRT. Additionally, counselors will review any tobacco treatment benefits a participant may have through their current health plan and provide them with instructions on accessing services. The vendor will deliver a standard monthly report detailing activity.

2.7.2 The vendor will provide fifty dollar (\$50) either for Varenicline or Bupropion vouchers to approximately the first one hundred (100) tobacco users who register for proactive counseling per month. The vouchers will be provided by the vendor as follows:

- a. Participants who express an interest in using either Varenicline or Bupropion, and wish to obtain a voucher, will receive a physician letter from the Quitline. The participant is responsible for taking the letter to their healthcare provider to obtain a prescription for either Varenicline or Bupropion. The letter will state the participant's desire to use either Varenicline or Bupropion. It is the responsibility of the healthcare provider to determine which or if either medication is appropriate for the participant and if so, to provide a prescription.
- b. The physician letter will also contain specific instructions on how to fulfill the prescription through an Arkansas participating pharmacy. The participant will be responsible for taking the physician letter, prescription and voucher to the pharmacy to obtain their medication.
- c. If, after using either Varenicline or Bupropion and completing Quitline services and the participant does not quit tobacco the participant may re-register for Quitline services and receive a second voucher. However, the participant is limited to receiving only two (2) vouchers during a twelve (12) month period.
- d. The vendor will deliver a standard monthly report detailing activity.

ADH reserves the right to modify the offering of NRT and pharmacotherapy and re-enrollment eligibility based on available funding.

## 2.8 PROVIDER REFERRAL SYSTEM

The vendor will utilize the ADH toll free fax number, 1-888-827-7057, to receive faxes from health care providers on behalf of patients. Patients have provided their consent for the Quitline to call and offer tobacco treatment services. The vendor will follow-up with the participant by making five (5) attempts to reach individuals for each fax referral received. The initial attempt will be made within one (1) day, twenty-four (24) hours, of a fax referral receipt. After the third attempt the vendor will vary callback times to include nights and weekends in order to increase chances of contact. The vendor will obtain an alternate contact number from all callers i.e. friend, relative, etc. Once the outcome of services is known, the vendor will fax back to the health care provider offices, maintaining HIPAA compliance, documentation of services provided for the individual's records. The vendor will record fax origins systematically to monitor source utilization of fax system and deliver a standard monthly report detailing activity.

2.8.1 The vendor must:

- a) Have the capacity to receive and send via secure email electronic referrals,
- b) Collaborate with Information Network of Arkansas (INA) on the electronic referral method of receiving referrals for services,
- c) Have the capacity to receive referrals from Electronic Medical Records/Electronic Health Records (EMR/EHR) systems via fax, secure email, or secure file transfer protocol (FTP) site. All outcome information is provided via secure email (in PDF format), secure FTP, or fax, depending upon the desire and capacity of the referring entity.

2.8.2 ADH will provide to the vendor a list of community resources and known health plan cessation benefits for inclusion into the vendor's referral database. The vendor will provide ADH the required format of resources for database inclusion. The data provided by ADH will be sufficient to match caller to resources by insurer and/or zip code and by type of cessation service, hours of operation, and services for specialized populations (e.g., pregnant women, ethnic groups).

2.8.3 The referral database will be updated annually, at a minimum, by ADH and will be updated accordingly by the vendor. The database will also be updated when new resource information is provided to the vendor. Referral data will be the sole property of ADH, and vendor will submit data to ADH in a useful format should the contract be terminated.

2.8.4 The vendor will collaborate with ADH in updating and utilizing promotional materials for dissemination to healthcare providers and non-health care related entities.

## 2.9 DATA COLLECTION AND REPORTING

The vendor will utilize the North American Quitline Consortium Minimal Data Set as the minimum standard for call intake data.

2.9.1 The vendor must submit weekly, monthly, quarterly, and annual reports to ADH as indicated throughout the RFP; to include but not limited to, caller participation levels and progress to include stages of change.

At a minimum, annual reports must include:

- a. CDC Caller Type by Month
- b. CDC Registered Callers by Month
- c. Year End Report. Report shall include:
  - Progress on deliverables/scope of work
  - Amount funded
  - Amount expended
  - Description of the program
  - Contract year to date data will be provided in the June monthly data reports
  - Statement concerning the success and effectiveness of the program and recommendations for future improvements.

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At a minimum, quarterly reports must include:

- i. Service Delivery Performance Management Report
- ii. Tobacco Users by County Reports by Stage of Change, Age, Gender, Ethnicity, Education, Race, Tobacco Type, How Heard About, and Income
- iii. Tobacco Users by Tobacco Usage
- iv. How Heard About by County
- v. Registered Callers by County
- vi. CDC/NQDW reports

At a minimum, monthly reports must include:

- 1) Secure Telecom Report
- 2) Services Report (used for billing purposes)
- 3) First Time Calls vs. Repeat Callers
- 4) Demographic Report, including data collection in accordance with NAQC MDS standards
- 5) Tobacco Users by County reports by Stage of Change, Age, Gender, Ethnicity, Education, Race, Tobacco Type, and Income
- 6) How Heard About by County Report
- 7) Registered Callers by County
- 8) Fax Referral by Clinic Report, including number of referrals, referrals by clinic, and conversion to services.
- 9) Tobacco Users by Health Plan
- 10) Referrals to Tobacco Community Resources Report
- 11) How Heard About by Day Report
- 12) Integrated Web Activity Report
- 13) Integrated Web Demographics Report
- 14) Services Reports - Pregnancy
- 15) Demographics Report – Pregnancy
- 16) Provider Advice to Quit Report
- 17) Referral to Chronic Conditions Community Resources Report
- 18) How Heard About by County - Youth
- 19) Demographics Report – Youth
- 20) Referrals to Tobacco Community Resources Report – Youth
- 21) Mental Health and Substance Abuse Report
- 22) E-Cigarette/Vapor Summary Report
- 23) Performance Dashboard Report
- 24) Utilization by County Dashboard Report
- 25) Fax Referral Call Attempt Report
- 26) Budget tracking report will be provided with the invoice in order to track volume to remaining budget

At a minimum, weekly reports must include:

- How Heard About by County
- How Heard About by Day
- Caller Type by Day
- Services
- Call Volume

ADH reserves the right to add at least two (2) registration questions per year at no additional cost. The vendor shall report outcomes of the additional questions at no additional cost to ADH.

2.9.2 All telephone interventions along with call attempts will be documented in the vendor's database system. The following reports will be provided as part of vendor's standard report package. No fees will be assessed for ad hoc report requests using reports included in the vendors standard report package. Should ADH request a report that falls outside of the standard report package, the vendor will make provisions to fulfill the request.

The vendor will deliver a HIPAA compliant, de-identified data set including demographic and call utilization. Delivery dates will be agreed upon by ADH and the vendor.

## **2.10 DISASTER RECOVERY**

The vendor shall produce a full disaster recovery plan that will, at a minimum, detail the downtime and estimated system recovery time in the event of an actual disaster declaration. ADH must be notified within two (2) hours of system failure. The disaster planning document must be in place before operations are in production. The vendor must ensure that each aspect of the Disaster Recovery plan must be detailed as to both vendor and State responsibilities and must satisfy all federal requirements for data backup and recovery of systems and data. Normal day-to-day activities and services must be resumed within forty-eight (48) hours of the inoperable condition at the primary site(s).

2.10.1 The vendor's Disaster Recovery Plan must address:

- a. Checkpoint/restart capabilities;
- b. Retention and storage of backup files and software;
- c. Hardware backup for the main processor(s);
- d. Network backup for voice and data telecommunications circuits;
- e. Data telecommunications equipment;
- f. The Uninterruptible Power Source (UPS) at both the primary and alternate sites with the capacity to support the system and its components;
- g. The continued processing of all transactions of the ATQ project assuming the loss of the vendor's primary processing site; this shall include interim support for the State online component of the ATQ and how quickly recovery can be accomplished;
- h. Back-up procedures and support to accommodate the loss of online communication between the vendor's processing site and the State;
- i. Detailed file back-up plan and procedures, including (if applicable) the off-site storage of crucial transaction and master files; the plan and procedures shall include a detailed frequency schedule for backing up critical files and (if appropriate to the backup media) their rotation to an off-site storage facility (if applicable). The off-site storage facility should provide security of the data stored there, including protections against unauthorized access or disclosure of the information, fire, sabotage, and environmental consideration; and
- j. The maintenance of current system documentation and source program libraries at an off-site location.

## **2.11 PROMOTION TO TOBACCO USERS & COORDINATION WITH MEDIA CAMPAIGNS**

ADH will work to coordinate the development and implementation of any and all media promotion of the Quitline to the general public.

2.11.1 ADH will, to the best of its ability, provide the vendor with two (2) weeks' notice prior to the start of any paid media campaign activities; however, it may not be possible to provide advanced notice on earned media activities, particularly those conducted at the community level. Finalized press releases will be provided to the vendor for planning and notification purposes.

2.11.2 The vendor will staff and respond to any paid media campaign. ADH will provide the vendor with a media schedule that will be used to staff appropriately for anticipated volumes. Any updates or changes to the media scheduled will be communicated to the vendor.

2.11.3 The vendor will not co-brand telephone messages, materials, and media promotion of the Quitline or other similar activities without prior written approval from ADH.

## **SECTION 3**

### **Performance & Support Requirements**

#### **3.1 GENERAL PERFORMANCE INDICATORS**

3.1.1 The vendor must

- a) Fully implement the ATQ operations to fulfill the RFP requirements stated herein and meet deliverables 100% of the time,
- b) Follow a comprehensive quality assurance plan which must describe
  1. The procedures, standards, and measures used to ensure quality, including
    - a)Description of the organization's performance in quality assurance and associated areas is reported,
    - b)How the reported data is interpreted, and
    - c)How information will be used to maintain the quality of services and improve services, as necessary.
- c) Develop
  1. A systematic, evidence-based and research-based protocol for delivering Quitline services that offer coaching, support, problem solving, quit plan development, information and interventions to tobacco users reporting readiness to develop a quit plan and abstain from tobacco use within the next 30 days,
  2. A systematic, evidence-based and research-based protocol for delivering tobacco use relapse prevention service,
  3. And deliver to TPCP, the data sets containing intake, coaching, and pharmacotherapy utilization data, in an agreeable format and at intervals determined by the TPCP, including appropriate documentation to facilitate easy use of the data sets by TPCP staff
  4. Culturally appropriate and topic relevant materials and submit to TPCP for approval before professionally mass produced
- d) Collect all information contained in the Minimum Data Set as set forth by the North American Quitline Consortium from all callers willing to report such data
- e) Deliver Quitline services through live Quitline coach/specialist during the hours of operation,
- f) Establish and maintain a web-based application to support Arkansas tobacco users and healthcare professionals seeking cessation resources in Arkansas, and to provide information to health plans, employers and schools about the benefits of tobacco cessation,
- g) Develop, implement and manage the following:
  1. A protocol for assessing health insurance status and triage to appropriate intervention based on health insurance status (private, Medicaid, no insurance),
  2. A protocol for NRT distribution to eligible callers,
  3. A staff training protocol,
  4. A system to collect, store and process intake, screening and call data from all callers served by the Quitline. All calls are tracked, recorded and archived

3.1.2 It is critical to the success of the program that all callers, providers, and ADH staff receives the highest standards of professional conduct from the vendor staff.

3.1.3 In order to reach NAQC 2015 strategic goal, the vendor will maintain a 30-day abstinence with a 7-month minimum quit rate of 14% for tobacco users who received a single coach session and materials; 21% for tobacco users who received multiple coach sessions and materials only; and a 28% for tobacco users who received multiple coach sessions, materials and nicotine replacement therapy. All quit rates will be determined through follow-up interviews with Quitline registrants conducted by the TPCP's third-party evaluator.

### **3.2 EVALUATION OF QUITLINE SERVICES**

To facilitate effective evaluation of Quitline services, the vendor will work in collaboration with ADH's contracted third-party evaluator whose objective will be to verify tobacco use status and measure client satisfaction. Collaboration will include providing written feedback to the contracted evaluator on survey instruments, methodology, and data reports. ADH, the vendor, and the contracted evaluator will agree on data variables required to conduct an evaluation, as well as the timing of data extract delivery.

ADH's contracted evaluator will periodically make "secret shopper" calls to verify service quality and provide feedback to the vendor on the results of those calls to facilitate quality improvement. ADH will provide the vendor with the identifying information for each "secret shopper", and the vendor will ensure the calls are removed from the data reports, evaluation database, and invoice.

3.2.1 The vendor will provide needed databases to the TPCP's third-party evaluator on a monthly basis. Databases will include, but not limited to:

- a. Data collected for all call events to the Quitline including response data for all questions asked during registration intake and all data collected during counseling.
- b. Data for all fax and electronic referrals received including call attempts details and final outcome for each individual referred. The vendor must provide unique identifications for each individual and for each referring organization/clinic that will allow the two databases [(a) and (b) of this section] to be cross-matched by both individual and referring clinic.
- c. Data relating to the shipment of Nicotine Replacement Therapy products to registrants. The vendor must provide a mechanism that will allow the two databases [(a) and (c) in this section] to be cross-matched by individual.
- d. Invoice and billing details.

### **3.3 NEW CONTRACT TRANSITION PLAN**

Upon termination of the contract and/or upon award of a new contract to an entity other than the vendor, the vendor shall work with the state and any other organizations designated by the state to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state.

3.3.1 Ninety (90) calendar days prior to contract end or upon contract termination or cancellation, the vendor shall provide to ADH all electronic and paper files, including archived files. The vendor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The vendor shall provide and/or perform any or all of the following responsibilities:

- a. The vendor shall deliver, FOB destination or in an electronic format approved by the state agency, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency within seven (7) business days after receipt of the written request in a format and condition that must be acceptable to the state agency.
- b. The vendor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

3.3.2 ADH reserves the right to transfer all data, documentation and other materials that are considered the property of the State of Arkansas to any future vendors. Final payment by ADH shall be withheld pending receipt and acceptance of all data and state property.

## **SECTION 4**

## GENERAL REQUIREMENTS AND INFORMATION

### 4.1 Issuing Officer

This RFP is issued by the Arkansas Department of Health (ADH), Center for Health Advancement Tobacco Prevention & Cessation Program (hereinafter referred to as ADH). Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (ACA) §19-11-244, from the issue date of this RFP until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Tim Smith, CPPB  
ADH Procurement Branch Chief  
4815 West Markham Street, Slot 58, Rm.L163  
Little Rock, AR 72205-3867  
501-280-4573  
[Timothy.w.smith@arkansas.gov](mailto:Timothy.w.smith@arkansas.gov)

### 4.2 Pre-Submission Letter of Intent

Each respondent desiring to respond to this RFP should submit a letter indicating the intent to submit a proposal. The letter will ensure all respondents have the same information and have been provided an equitable knowledge base in the event it becomes necessary for ADH to revise this RFP. The Letter of Intent should be on agency letterhead and identify the bidder's contact person and include their address, phone number and email address. The Issuing Officer should receive any Letter of Intent on or before June 23, 2015. Respondents should submit the letter of intent to the Issuing Officer identified in Section 4.1

### 4.3 Questions

Respondents with questions about the RFP shall submit their questions in writing by close of business on the date specified in RFP Schedule of Events. Respondents shall submit their written questions to the Issuing Officer identified in Section 4.1. Respondents shall submit their questions by e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of e-mail submissions from respondents. Questions received after the due date and time will not be answered.

**For all written questions received by the due date listed in RFP Schedule of Events**, the Issuing Officer will post written responses on the internet, DFA, OSP website <http://www.arkansas.gov/dfa/procurement/bids/index.php> in the form of an addendum. Respondents will be responsible for obtaining and returning signed addendums with their bid proposals.

Respondents shall rely only on these written responses as the official answers to questions related to this RFP.

#### **4.4 Proposal Submittal**

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official who is authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

**Please use the same paragraph numbering scheme of the RFP when responding to each technical and performance specification.**

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package.

#### **4.5 Proposal Preparation Costs**

All costs for developing the response to this RFP are solely the responsibility of the respondents. ADH will provide no reimbursement for such costs. ADH is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

All proposals, responses, materials, inquiries or correspondence relating to or in reference to this RFP will become the property of ADH and will not be returned.

#### **4.6 Opening of Proposals**

The Issuing Officer will publicly open proposals on the date identified in RFP Schedule of Events. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

#### **4.7 Acceptance of Proposals**

All proposals properly submitted in accordance with the above rules shall be accepted by ADH. However, ADH reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFP or cancel this RFP at any time, according to the best interest of ADH. ADH reserves the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of ADH and shall in no way modify the RFP requirements or excuse the respondent from full compliance with the RFP specifications, including contract requirements if the respondent is awarded the contract.

#### **4.8 Rejection of Proposals**

ADH reserves the right to reject any and all proposals received as a result of this RFP. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RFP that are not acceptable to ADH, the proposal may be rejected.

Proposals or bids will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the bid or proposal is made, reviewed or both.

#### **4.9 Disposition of Proposals**

All proposals become the public property of ADH and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no proposals will be released prior to the announcement of the results of the procurement process.

If the proposal contains material that is considered by the respondent to be confidential under Arkansas law, the respondent must so designate the material and state the basis for the claim of confidentiality in the Statement of Acknowledgement. In responding to any requests under the Freedom of Information Act for materials so designated, ADH shall review the basis for the claim of confidentiality to determine if the claim of confidentiality appears justified. If there appears to be a valid basis for the claim of confidentiality, the materials will not be released.

If, in the judgment of ADH, there is no valid justification for the claim of confidentiality, the respondent will be notified prior to the release of the information in order to allow the respondent the opportunity to pursue any desired legal remedies.

#### **4.10 Incorporation into the Contract**

Appropriate portions of the successful proposal may be incorporated into the resulting contract and shall be a public record subject to disclosure under the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 through §25-19-107. ADH shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to the RFP. Selection or rejection of the proposal shall not affect this right.

#### **4.11 Subcontracting**

Each respondent in its proposal shall designate only one (1) organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by ADH.

Respondents shall certify that they have all the necessary resources to complete the work described in the RFP Scope of Work section. Only the subcontractors approved by ADH shall work on the contract. Respondents must attach to their Statement of Acknowledgement statements from each subcontractor confirming their willingness and ability to perform the work designated in the proposal. Respondents shall not make multiple proposals as the primary contractor under this proposal and as subcontractor in other proposals.

#### **4.12 Minority Business Policy**

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian and Pacific Islander." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

#### **4.13 Independent Price Determination**

Respondent's Cost Proposal (price) shall be arrived at independently without collusion, consultation, communication, or agreement with any other respondent or with any competitor. The respondent shall include a statement in the proposal that the price was arrived at independently without collusion, consultation, communication, or agreement. Should a conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the contractor shall assume all costs of the contract until such time that a new contractor is selected.

#### **4.14 Prohibited Solicitation**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business (ACA §19-11-229). If this provision is violated, ADH shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### **4.15 RFP Amendments**

ADH reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, amendments, addenda and clarifications will be posted on the internet at <http://www.arkansas.gov/dfa/procurement/bids/index.php>.

#### **4.16 Proposal Amendments and Rules of Withdrawal**

Prior to the proposal selection date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Issuing Officer, signed by the respondent.

ADH will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date unless such changes were requested by the Issuing Officer.

#### **4.17 Respondent's Contact Person**

Respondent will provide the name, telephone number, including area code, and email address of an authorized person in its company who may be contacted regarding this RFP response.

#### **4.18 Anticipation of Award**

After complete evaluation of the bid or proposal, the anticipated award announcement will be posted on the Department of Finance and Administration, Office of State Procurement website <http://www.arkansas.gov/dfa/procurement/bids/index.php>. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) calendar days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the vendor's own risk.

The Office of State Procurement (OSP) reserves the right to waive this policy, the Anticipation to Award, when it is in the best interests of the State.

#### **4.19 Awarding of Contract**

ADH may decline to enter into a contract as a result of this RFP. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to ADH based on the selection criteria, not necessarily the lowest price. ADH is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

#### **4.20 Rules of Procurement**

Any actual or prospective respondent, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the State Procurement Director within fourteen (14) calendar days after the respondent knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-244. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the protest with the parties in accordance with A.C.A. §19-11-244. This decision will be final and conclusive.

#### **4.21 Restriction on Communications with State Staff**

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFP until a successful respondent is selected and the selection is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

#### **4.22 Equal Employment Opportunity Policy**

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor's response to this solicitation or in electronic format to the Office of State Procurement at the following e-mail address: [eeopolicy.osp@dfa.state.ar.us](mailto:eeopolicy.osp@dfa.state.ar.us). The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one (1) time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

#### **4.23 Oral Presentations/Demonstrations**

After the evaluation committee has initially scored the proposals at the end of phase three, the bidders will be required to give a sixty (60) minute oral presentation for the evaluation committee on the date(s) listed in the RFP Schedule of Events at a yet to be designated place in Little Rock, Arkansas. More information on the Oral Presentations/Demonstrations is listed in section 6.1.3.

#### **4.24 Invoicing**

Payment requests may be submitted monthly for services rendered. Invoices will be an original and on company letterhead. Invoices will be sent to the following address: Tobacco Prevention & Cessation Program, 4815 West Markham, Slot #3, Little Rock, Arkansas 72205-3867. The TPCP will review and approve the invoices before submitting to ADH Accounts Payable Section.

Note: the last invoice for the contract year must be submitted within thirty (30) calendar days of the contract's expiration date.

## **SECTION 5**

### **PROPOSAL REQUIREMENTS**

#### **5.1 General Proposal Requirements**

Proposal shall include **one (1) original and seven (7) copies** responsive to the terms of the RFP. If ADH requests additional copies of the proposal, they must be delivered by the vendor within twenty-four (24) hours. Envelopes must be marked with vendors name, bid/proposal number, bid opening time and date. In addition, the respondent shall include an electronic copy on a CD in Microsoft readable format with the original and each copy of the proposal. The proposal shall be received by the ADH Issuing Officer by the date and time identified in RFP Schedule of Events. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelope or package must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection and contract period.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP and inserted into a three (3) ring binder. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package. Fancy bindings, colored displays, etc., will receive no additional evaluation points or credit.

**ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER.**

Proposals may be hand delivered or mailed to:

Tim Smith, CPPB  
ADH Procurement Branch Chief  
4815 West Markham Street, Slot 58, Rm.L163  
Little Rock, AR 72205-3867

#### **5.2 Technical Proposal Requirements**

The Technical Proposal should present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in the RFP.

The Technical Proposal shall be arranged in the following order. .

1. Cover Sheet
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Executive Summary
6. Respondent's Background, Qualifications and Staffing
7. Technical Approach and Solutions to Scope of Work
8. Project Organization and Project Management
9. References
10. Financial Disclosure
11. Miscellaneous requested information (such as Minority Business Policy, EEO policy, Employment of Illegal Immigrant certification, and the Contract & Grant Disclosure and

Certification form, etc.)

**The original proposal and all copies should be indexed and tabbed with the above sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference, and should follow the order of the RFP.**

**The Respondents should reference or summarize interrelated topics within each section, and present detailed description of all services proposed. It will be the Respondent's responsibility to ensure that all services are adequately described. Respondents shall not include ancillary information including promotional/marketing information or anything not directly responsive to the RFP in the Technical Proposal or as attachments to the proposal.**

### 5.2.1 Cover Sheet

The Cover Sheet shall identify the name and number of the RFP and the name and address of the respondent.

### 5.2.2 Table of Contents

The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.

### 5.2.3 Statement of Acknowledgement

The Statement of Acknowledgement (**Attachment B**) must be signed by an individual authorized to legally bind the respondent. The Statement of Acknowledgement contains the following components:

1. Name, address, phone number, FAX number and tax identification number of the respondent;
2. Indication if the respondent is a state government, local government, for profit agency or not for profit agency;
3. Indication if the respondent is a minority vendor (Arkansas law defines "minority" as black or African American, Hispanic American, American Indian or Native American, Asian and Pacific Islander);
4. Indication if the respondent is a corporation, partnership, sole proprietor or individual;
5. Names and titles of the individual authorized to contractually obligate the organization, the individual authorized to negotiate the contract and the corporate president, if applicable;
6. Indication if the organization has previously contracted with ADH;
7. Statement by the respondent indicating that neither the respondent's principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors and other executive officers) nor any individuals with ownership interest in the entity have been terminated previously from a ADH program or been convicted of Medicare or Medicaid fraud;
8. Statement indicating whether or not the organization intends to offer services through a subcontractor (if "Yes", additional information is required);
9. Statement certifying that the completed proposal includes an original, an electronic copy on a CD in Microsoft readable format and the required number of hard copies of the proposal in the required format and containing all required information;
10. Statement that neither cost nor pricing data are included in the Technical Proposal;
11. Statement certifying that the respondent has read, understands and agrees to comply with all the terms and conditions as set forth in the RFP without qualification;
12. Statement certifying that the respondent is a **Corporation, Limited Liability Corporation (LLC) or Professional Association (PA)** (If respondent is NOT one (1) of the above, respondent must provide documentation evidencing proof of filing as either a **Corporation, LLC or PA** with the Arkansas Secretary of State's office.)  
(Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4-27-1501 and §4-27-1502.)
13. Statement certifying the respondent does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin or handicap;
14. Statement certifying that the individual signing the Statement of Acknowledgement is authorized to make decisions as to, and responsible for, the prices quoted, that the offer is firm and binding and

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that he/she has not participated, and will not participate, in any action contrary to the above conditions;

15. Statement authorizing ADH or its agents to verify the financial information requested in the RFP;
16. Statement certifying that no attempt has been made or will be made by the respondent to persuade any other person or firm to submit or not to submit a response;
17. Statement committing the respondent to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract;
18. Statement identifying all amendments to this RFP issued by the Issuing Officer and received by the respondent or, if no amendments have been received, a statement to that effect;
19. If services are to be provided by subcontractors, a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price.
20. If services are to be provided by subcontractors, statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
  - o The scope of work to be performed by the subcontractor;
  - o The subcontractor's willingness to perform the work indicated;
  - o The subcontractor's certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin or handicap;
21. Statement certifying acceptance of and agreement with the terms and conditions contained within this RFP

If the respondent believes their proposal contains confidential information or information that would provide an unfair advantage to competitors, the information, justification and page number and section number must be listed as an attachment to the Statement of Acknowledgement.

If the proposal deviates from the detailed requirements of this RFP in any manner, the respondent must attach an explanation to the Statement of Acknowledgement. ADH reserves the right to reject any proposal containing such deviations.

### 5.2.4 Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three (3) years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent's involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

### 5.2.5 Executive Summary

The Executive Summary should be limited to no more than three (3) pages and should provide a concise summary of the services and deliverables being offered to meet the requirements of this solicitation; the Vendor's approach to providing services; and justification as to why the Vendor is the best qualified to provide services.

### 5.2.6 Technical Approach and Solutions to Scope of Work

In this section the vendor should clearly describe their approach to the scope of work described in each component of Sections 2 and 3. The vendor should not simply state that they intend to meet the requirements of the RFP. The focus of discussion should be on plans for this project, not on previous experience.

The bidder should describe how (including the process involved) the specifications will be fulfilled by the proposed tobacco Quitline operations, and to what degree the specifications are met and/or exceeded. This description should also include where appropriate by whom, when, with what, why, where, to what degree etc., the requirements will be satisfied as well as listing any limitations, or constraints pertaining to the product(s), service(s), capabilities, and other offerings.

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PLEASE USE THE SAME SECTIONAL NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH TECHNICAL AND PERFORMANCE SPECIFICATION.

The vendor should explain their understanding of the HIPAA regulations and their impact on this project especially in the area of security.

Adherence to ADH State standards is required for securing and protecting data. It is very critical that the ATQ operation demonstrate this compliance. As such, the vendor should include a proposed architectural diagram in Visio format demonstrating appropriate tier separation and firewall protection that is consistent with ADH standards. Prior to contract award, the selected vendor will work with ADH to produce a final ADH-approved, detailed diagram.

### 5.2.7 Respondent's Background, Experience and Qualifications

The respondent shall provide suitable evidence that the applicant has the organizational and financial resources to provide the tobacco cessation Quitline services required, and the extent to which the applicant has experience in providing these services.

#### 5.2.7.1 Background

Proposals should include details of the background of the bidder regarding:

- a. State the year firm was formed and the year it began providing tobacco Quitline services to public entities;
- b. A brief history of your firm's organization, form of organization, affiliates (if any), locations of principal and branch offices, and a list of your present directors or partners.
- c. Total number of employees;
- d. Number of full time equivalent (FTE) employees and minority composition;
- e. Number of FTE currently engaged in similar contracts;
- f. The bidder should provide information that documents the depth (#) of resources (i.e., financial, supplies, facilities, infrastructure, and human resources, etc.) to ensure completion of all RFP requirements. The bidder should document how sufficient resources will be provided in a timely manner to the State of Arkansas for this project.
- g. Describe any recent or pending mergers, acquisitions, or re-organizations that have been or may be encountered by your firm in the next 12 – 36 months and the anticipated impact of such events on your firm.

### 5.2.7.2 References

Bidders should submit a minimum of three (3) letters of recommendation from three (3) different sources or give an explanation as to why three (3) are not submitted. If sub-contractors are proposed, three (3) letters of recommendation should also be submitted for each sub-contractor. The State reserves the right to contact the references submitted as well as any other references, which may attest to the bidder's work experience. Letters of recommendation should meet the following criteria:

- They should be on official letterhead of the party submitting recommendation;
- They should be from entities with recent [within the last three (3) years] contract experience with the bidder;
- If the bidder or sub-contractor has no recent contract experience, they should be from organizations regarding work closely related;
- They should be from individuals who can directly attest to the bidder's qualification relevant to this RFP;
- They should be limited to organizational recommendations, not personal recommendations;
- They should be dated not more than six (6) months prior to the proposal submission date;
- They must not be from current ADH employees or programs.

Recommendations will be verified, so it is very important that the proposal contain current phone numbers, mail addresses, and e-mail addresses for all references.

The provided references will be contacted and asked to confirm:

1. That the provider has, under previous agreement, successfully performed work of a similar nature to that detailed in this RFP.
2. That the provider met all obligations under aforementioned agreement with regard to the quality of work, completion date, and agreed upon dollar amount.
3. That the provider and all staff conducted themselves in a highly professional and ethical manner.

### 5.2.7.3 Qualifications and Staffing

The bidder should include the following information for itself and each sub-contractor:

- a. An organizational chart displaying the overall business structure indicating the flow of information and authority and identifies the key personnel that it's proposed to be involved in providing direct services to ADH. Show where ATQ services falls within your overall business structure.
- b. Evidence of the qualifications and credentials of the bidder in terms of proven successful experience through similar projects of like size and scope. Specifically describe how your organization fulfills the mandatory vendor qualification requirements and how relevant such qualifications/experience is as it relates to section 2.3.
- c. A complete listing of similar Quitline contracts contracted within the past three (3) years. The bidder shall include current name of organization contracted with, contact person at said organization, telephone number, email address, contract duration and status (active or inactive) for each contract listed. ADH reserves the right to contact the organizations listed, as well as any other references which may attest to the bidder's work experience.
- d. Describe your experience in delivering tobacco cessation programs, including demonstrated successful experience with comprehensive evidence-based tobacco cessation screening and counseling. Quit rates given must utilize an intent-to-treat analysis measured from entry to treatment.

- e. Describe the minimum qualification of Quitline counselors/specialists and the orientation and continuing education protocols that they must complete.
- f. Describe how all staff responding to the Quitline calls will be qualified and trained to address issues related to tobacco dependence, including the use of motivational interviewing, proactive cessation counseling, pharmacological cessation therapies, and treatment for special populations; such as, smokeless tobacco users, pregnant women, senior adults, and youth.
- g. Describe experience working with the following population and how that experience will benefit Arkansas callers: Medicaid eligible; Medicare eligible; Uninsured; Underinsured; Pregnant women; Senior adults; Smokeless tobacco users; Diverse ethnic, racial, and cultural minorities; LGBT; Youth; and Veterans.
- h. Describe the experience and ability to serve the expected volume of callers; screen tobacco users for contraindications and distribution of quit kit and NRT.
- i. Describe the experience and ability to collect and provide data to ADH or similar agency; managing a fax and electronic referral systems and electronic medical records (EMR).
- j. List the names of staff to be assigned to this project (refer to Section 2.3) with a description of their role and responsibilities, the percentage of time they would be committed to this project, and the percentage of time that is expected to be onsite vs. offsite.
- k. Provide resumes or biographies of your key personnel that will be assigned to this project showing employment history, education, years of experience, relevant certifications, information regarding comparable projects worked (description of project and responsibilities, dates of assignment) and project role.
- l. If any part of the work must be subcontracted, vendor should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities.

### 5.2.8 Project Organization and Management

The vendor should provide details of their intended project management and project control methods. These should clearly explain how the vendor proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to ADH, respond to requests by ADH, and interact and coordinate with other involved parties.

The vendor should demonstrate a very clear understanding of the project and their particular capability of performing the work requested. The proposal should provide detailed plans for meeting the objectives of the contract, and each activity and/or requirement outlined in the RFP, while adhering to time frames for expected deliverables. The vendor should also address any challenges they foresee in meeting the obligations and responsibilities of the contract and how they would overcome them.

Note: The project plan should also provide identification of the specific tasks within each comment of the project plan that must be completed or provided by the state agency.

### 5.2.9 Disc with Sample Calls

Bidders must provide a disc with bid submittal which includes actual Quitline services provided within the following categories:

- a. Three (3) examples of a “reactive call” to an incoming call
- b. Three (3) examples of a “warm transfer call” which demonstrates the initial counseling/intake call
- c. Three (3) examples of a “first proactive call,” first outgoing call to someone being counseled
- d. Three (3) examples of a “second proactive call,” second outgoing call to someone being counseled
- e. Three (3) examples of a “final call,” last call of the proposed counseling schedule – for example, a fifth call of a 5-call schedule
- f. Three (3) examples of a “motivational call,” a call for people who are not ready to quit within the next thirty (30) days or do not want to enter the proactive call counseling program
- g. One (1) to three (3) examples of any other type of call which the respondent considers beneficial

### 5.3 Financial Disclosure

The respondent shall provide evidence of financial status and the financial ability to carry out the project. Sufficient information shall be provided relevant to the last three (3) years for the respondent and any subcontractors evidencing good standing.

The financial statements shall include:

- Summary of financial standing;
- Balance sheets;
- Statement of income;
- Statements of change in financial position;
- Notes to financial statements;
- Auditor’s reports
- Certification of non-acceptance of tobacco funds or affiliation; or contractual relationship with a tobacco company, any of its subsidiaries, or parent company during the term of the contract with ADH or within the last three (3) years (Appendix #1)

#### 5.3.1 Independent Price Determination

The Proposal shall contain a statement of independent price determination as described in Section 4.13.

#### 5.3.2 Price Warranty

By submitting a proposal under this RFP, the respondent warrants their agreement to the pricing methods. Any qualifications, counter proposal, deviations or challenges related to this may render the proposal void.

#### 5.3.3 Price

Respondents must submit a Budget Proposal utilizing the Cost Proposal Sheet in Appendix #2.

By submitting a proposal under this RFP, the respondent warrants their agreement to the pricing methodology. Any qualifications, counter proposal, deviations, or challenges related to this may render the proposal void.

The price-per-call, price-per-course of NRT treatment, and any other anticipated costs for providing the services described in this RFP should be included as all inclusive rates, so that no additional charges are incurred for personnel, supervision, training, travel, administrative costs, quit kits, or other materials, postage and handling, data collection and required reports, referral database, language and system capability, or other costs associated with the provision of services under this contract.

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ADH will not pay for attempt calls, or pay one (1) price, up front, for any “enrolled” caller. Reimbursement will only be provided for each call after it has actually been completed. ADH will not pay for inquiries from the general public, out-of-state calls, prank calls, hang-ups, voicemail, letters or calls made in an attempt to reach participants.

Reimbursement for pharmacotherapy will be provided based on the number of each type, dose, or duration provided to eligible callers each month. Pharmacotherapy prices must be provided for each of the durations listed in the Cost Proposal Sheet.

ADH will not guarantee a minimum number of calls per month or minimum monthly reimbursement amount.

A fully disclosed and detail budget narrative, including a cost analysis, must be included with the budget proposal to support the reasonableness of the proposal. Fees for services not included in this request for proposals will not be the responsibility of ADH. Include a narrative description of the amount and dose of pharmacotherapy provided for each of the durations listed in the Cost Proposal Sheets.

Contractor will not receive any other payment.

### 5.3.4 IRS Form W-9

The respondent shall submit a completed and signed IRS Form W-9.

### 5.3.5 Vendor Number

If the respondent does not already have an Arkansas vendor number issued by DFA/Office of State Procurement, they shall obtain the vendor number before the contract is signed. The respondent shall submit proof of application for the vendor number. Information and necessary forms to obtain a vendor number can be found on the following website: [www.accessarkansas.org/dfa/purchasing](http://www.accessarkansas.org/dfa/purchasing)

## 5.4 Mandatory Requirements

The following are the mandatory requirements for this RFP. Failure to provide the identified information will result in a proposal being rejected.

- a) Pre-submission Letter of Intent should be received as specified in **RFP Schedule of Events**
- b) Proposal must be received by time and date specified RFP Schedule of Events.
- c) Proposal must be submitted in the manner specified in Section 5.1.
- d) Statement of Acknowledgement must be completed and signed by individual authorized to legally bind the respondent, as specified in Section 5.2.3.
- e) Technical proposal must address the criteria specified in Section 5.2.
- f) Respondent shall be prepared to offer an oral presentation at indicated in RFP Schedule of Events.
- g) Respondent shall include the disc with sample calls with bid submittal as indicated in Section 5.2.9.

## 5.5 Proposal Shall Include Responses to the Following

The vendor must describe:

- a. How it will ensure confidentiality of callers records;
- b. Holiday coverage and how calls will be handled outside “live” hours;
- c. Protocols for the first contact during live hours, and outside of live hours of coverage.
- d. Protocols to triage the caller’s need for services and to assess a caller’s readiness to quit;
- e. Protocols for callers ready to quit, callers with limited English proficiency, youth callers age 13-17;
- f. Protocols for how a comprehensive, proactive follow-up cessation counseling will be provided;
- g. Protocols for how callers will receive information on pharmacological cessation therapies, whether provided through the Quitline or other source;
- h. How a database of tobacco dependence treatment benefits provided by large Arkansas employers and/or third-party payers will be developed, kept up-to-date, and integrated into a reimbursement system in the event Quitline services become covered benefits under health plans;
- i. How a regularly updated referral resource database of community services will be operated in collaboration with the ADH;
- j. How insured callers could be linked to their health care system to access a tobacco dependence treatment benefit, if available, or to their healthcare professional for prescription cessation aids, or other medical follow-up as appropriate;
- k. Web-based cessation services included in this project and available to Quitline callers or tobacco users who may not contact the Quitline for services;
- l. Quality assurance plan as it relates to both Quitline operations and clinical service delivery;
- m. How the Quitline will address complaint calls;
- n. How issues identified through ADH’s contracted evaluator as a result of “secret shopper” calls will be addressed;
- o. At least one example of a quality improvement measure taken as a result of “secret shopper” feedback, or other situations, in which problems were identified by a state or commercial client;
- p. How callers will be screened to receive FDA approved pharmacotherapy through the Quitline;
- q. How pharmacotherapy will be provided to eligible callers enrolled in intensive, proactive counseling program;
- r. Plan for managing the funds available under this contract in the event demand begins to exceed the available budget to provide pharmacotherapy to all callers seeking services;
- s. How the Quitline will provide technical assistance and consultation to health care professionals on effective tobacco dependence treatment issues;
- t. The medical director’s role in working with Quitline staff and healthcare professionals to resolve complex issues;
- u. How the Quitline will work with the ADH to respond to calls generated as a result of paid media promotion, earned media promotion, and promotion through health systems;
- v. How the contractor can assist the ADH to assure effective coordination with media promotion, promotion to health care professionals, and other tobacco control activities in Arkansas;
- w. How resource materials are developed, and will be provided to: proxy callers, healthcare professionals, tobacco users not ready to quit, tobacco users ready to quit but not interested in ongoing counseling, tobacco users enrolled in the intensive counseling program, and other specific populations listed in RFP;
- x. How data will be collected and provided on a monthly, quarterly, and annual basis for data analysis to implement a quality assurance and evaluation plan;
- y. How the Quitline will collaborate with the ADH to facilitate evaluation of the quality and effectiveness of services and referrals;
- z. How the client database will be provided to ADH and its evaluation contractor monthly and quarterly, in the form determined by the evaluation coordinator, to assure a secure, confidential, efficient means of transferring the database as needed in order to conduct evaluation. Include a

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plan to address HIPAA requirements as necessary to assure that the ADH and/or evaluation contractor has full access to the client database.

The vendor must describe actions to be taken to reach the objective of this tobacco cessation initiative as identified below:

It is important Arkansas callers feel they have found meaningful help when they reach the Arkansas Tobacco Quitline, the Quitline staff will go the extra mile to assure all of their needs are met – whether for information and referral, immediate counseling assistance, linkage to a health care professional, or health plan for tobacco dependence treatment benefits, or just reassurance in this difficult and important step. It is imperative the Quitline’s professional staff is capable of facilitating them through a quit process leading to successful outcomes.

Evidence should be provided that counseling is based on protocols researched in randomized trials and has demonstrated effectiveness in supporting people as they cease the use of tobacco products and in preventing relapse. Describe unique protocols, if available, for each of the following specific populations:

- 1) Medicaid eligible
- 2) Medicare eligible
- 3) Uninsured
- 4) Underinsured
- 5) Pregnant women
- 6) Seniors
- 7) Smokeless tobacco users
- 8) Diverse ethnic, racial, and cultural minorities including LGBT
- 9) Veterans

The vendor must include a sample of the:

- i. Monthly report, with definitions of each item contained in the report;
- ii. Weekly call volume report;

## **SECTION 6**

### **EVALUATION AND CONTRACTOR SELECTION**

#### **6.1 Proposal Evaluation Process**

The proposals will be evaluated in several phases.

##### **6.1.1 Evaluation of Mandatory Requirements**

Following the public opening of proposals, the Issuing Officer shall begin the evaluation process by examining the proposal to determine if mandatory requirements of the RFP have been agreed to, or met as set forth in Section 5.4. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement and is sufficiently responsive to permit a further evaluation. In this phase, each proposal shall be evaluated as either "pass" or "fail". Only those proposals which pass the first phase shall be forwarded for the next phases of the evaluation process.

Any response that fails to meet any mandatory requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. ADH reserves the right to reject any and all proposals.

##### **6.1.2 Evaluation of the Technical Proposals**

The second phase is an evaluation of the Technical Proposals. ADH shall appoint an evaluation team of qualified members to evaluate the merit of each proposal. Each team member shall use the approved evaluation tools and forms to review each technical proposal and arrive at a technical score. Points will be awarded on a comparative evaluation as indicated below in Section 6.2. ADH reserves the right to request clarifications during the second phase.

During the course of the second phase, the evaluation team will conduct corporate and personnel reference checks to verify project experience and qualifications.

##### **6.1.3 Evaluation of Oral Presentations/Demonstrations**

In the third phase, bidders will be required to offer an oral presentation. The vendors will be provided a minimum of one week's notice. Bidders must be prepared to appear in Little Rock, Arkansas at a location designated by ADH, at a date to be announced in an addendum, to make a sixty (60) minute oral presentation to the evaluation team. Note: If the number of applicants requires it, the ADH may use two days for oral presentations. However, the limit for each presentation will remain 60 minutes.

A detailed outline of the material covered in the presentation must be submitted by the bidder to the Issuing Officer and approved by the committee in 72 hours in advance of the presentation. Presentations must adhere closely to the pre-approved outline as established by the evaluation committee and will be required to stay within the time limit specified. Each presentation will be evaluated based upon the following criteria:

- a. The vendor's experience with other states' Departments of Health with tobacco cessation Quitlines;
- b. The vendor demonstrates experience and ability to screen tobacco users for contraindications and to distribute nicotine patches, gum, and lozenges;
- c. The vendor describes the comprehensiveness of their program's coverage to demonstrate they are experienced in providing tobacco cessation Quitline services;
- d. The vendor describes innovative partnership opportunities for Arkansas such as in Quitline-related research in conjunction with other states or other Quitline clients;
- e. The vendor will be expected to address their own realistic expectations regarding Quitline numbers associated with this service.

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The person designated in the proposal to be the Project Manager will make the oral presentation. Other proposed project staff or corporate representatives may attend and provide limited input, but the ADH requires the bulk of the presentation from the proposed Project Manager.

Bidders may make product demonstrations during their oral presentations if the product is integral to the proposal.

The ADH will not provide any type of equipment for the presentations. Bidders must provide all equipment needed for the presentations.

As oral presentations are time-limited, the bidder shall use the time wisely to answer questions and present only information pertinent to the proposal. ADH is not interested in, and will not permit, corporate marketing presentations.

### 6.1.4 Evaluation of the Budget/Cost Proposals

The fourth phase is an evaluation of the Budget/Cost Proposals. This phase will not occur until all three previous phases have been completed. The proposer must have submitted its proposed budget with the bid response and shall include references to the Cost Proposal Sheet in Appendix #2. Failure to submit all information required will result in the proposals being considered non-responsive.

#### **Cost:**

200 points will be awarded to the lowest total cost. Remaining proposals shall receive points in accordance with the following formula:  $(A/B) * (C) = D$

- A=lowest total cost proposal in dollars
- B=second (third, fourth, etc.) lowest total cost proposal in dollars
- C=maximum cost points possible (200)
- D=number of points scored for that particular proposal

The successful provider will be required to hold its prices firm through issuance of contract. Modifications to the budget after the award must be approved, in writing, by ADH.

### 6.1.5 Ranking Proposals

In the fifth phase, the proposals are ranked from highest to lowest according to total points. Once the proposals are ranked, the evaluation team will recommend the top ranked proposer to the Issuing Officer.

Pending available funds and/or a successful negotiation, a contract will be awarded pending review by the ADH center, TPCP staff, DFA/OSP and the Arkansas state legislative committee.

## 6.2 Point Assignment

All criteria to be considered in the evaluation of proposals are itemized below under “Criteria”. The maximum points possible for each criterion are indicated in the column entitled “POSSIBLE POINTS”.

**Total maximum points possible for this evaluation process will be 1100 points.**

### EVALUATION CRITERIA

CRITERIA	POSSIBLE POINTS
Background, Qualifications and Staffing	250
Technical Approach and Solutions to Scope of Work	350
Project Organization and Project Management	150
References	50
<b>SUBTOTAL</b>	<b>800</b>
Oral Presentation	300
Cost Proposal	200
<b>Total Possible Points</b>	<b>1300</b>

## 6.3 Contract Award Process

After complete evaluation of the bid or proposal, the anticipated award will be posted on the Office of State Procurement website (<http://www.arkansas.gov/dfa/procurement/bids/index.php>). The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. **Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen calendar (14) day posting period. Accordingly, any reliance on these preliminary results is at the vendor’s own risk.** The contract will be awarded to the respondent that provides the most effective solution(s). The format for the professional services contract, as prescribed by Arkansas law, can be found in Attachment C.

## 6.4 Contract Negotiations

After recommendation of a selected Offeror(s) by appropriate officials of the State, contract negotiations may commence. The contract will be based on the required clauses in the RFP, clauses by the Offeror that are acceptable to the State and additionally, on any clauses agreed upon by all parties to be incorporated into the contract. Offeror(s) selected to participate in negotiation will be given an opportunity to submit a best and final offer to the committee. Prior to a specified cut-off time for best and final offers, vendor may submit revisions to their technical and business, and cost proposals. Meeting before the committee is not subject to the Arkansas Freedom of Information Act. All information received prior to the cut-off time will be considered part of the Offeror’s best and final offer.

If at any time contract negotiations are judged ineffective by the State Procurement Director or designee, negotiators will cease all activities with the Offeror and begin contract negotiations with the next highest ranked Offeror or Offeror the Director determines to be in the State’s best interest. This process may continue until both the Offeror and the State of Arkansas (Office of State Procurement) execute a completed contract or OSP determines that no acceptable alternative proposal exists.

The final contract is contingent upon review by the Arkansas Department of Finance and Administration, Office of State Procurement, the Arkansas Legislative Council and/or the Joint Budget Committee and other funding sources, as necessary. Final contract will be subject to availability of continuing funds.

## ATTACHMENT A

Except upon the approval by ADH, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. ADH has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of ADH, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section or to alternate terms and conditions upon approval by ADH is required to be submitted with the respondent's proposal. Failure to provide this statement will result in rejection of the proposal.

### PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Arkansas Department of Health (ADH) agree as follows:

#### Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against ADH shall be brought in the State of Arkansas' administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of ADH's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

#### Financial Terms of the Contract

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required OR Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____

\***Reimbursement Method:** (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement

\*\***Payment Limitations:** (Select from the following) Quarterly Cumulative; Monthly Cumulative; None

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**\*\*\*Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

**Type(s) of Match:** The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

**Cash Match:** Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

**Donation of Property:** Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable ADH policy will be used as matching of the payments.

**Third Party In-Kind Contributions:** Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, and Subpart G shall be used to establish the basis of valuation.

**Funds Transfer:** Match funds will be submitted by a third party to ADH by check or money order under the terms of this agreement. Matching funds are to be received by ADH in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to ADH, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable ADH policy.

### **Term of the Contract**

ADH shall notify the contractor at least thirty (30) calendar days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

### **Terms of Payment/Billing**

The Contractor agrees to submit all billing invoices within sixty (60) calendar days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety (90) calendar days of the end of the fiscal year will not be paid.

### **Termination of Contract**

ADH may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of ADH.

Payments for completed services or deliverables satisfactorily delivered to and approved by ADH shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by ADH shall be at a price mutually agreed upon by the Contractor and ADH. In addition to any other law, rule or provision which may authorize complete or partial contract termination, ADH may terminate this contract in whole or in part when ADH determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

### **Procedure on Expiration or Termination**

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the

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date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- Assign to ADH in the manner and to the extent directed by the ADH representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. ADH shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of ADH representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to ADH and deliver in the manner, at the time, and extent directed by the ADH representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the ADH representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which ADH has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

### **Termination Claims**

After receipt of a Notice of Termination, the Contractor shall submit to ADH all outstanding claims within ten (10) working days. The Contractor and ADH may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and ADH to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, ADH shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

### **Contractor**

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of ADH. It is further expressly agreed that ADH shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and ADH or the State of Arkansas.

The Contractor hereby represents and warrants to ADH that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

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### **Force Majeure**

The Contractor will not be liable for any cost to ADH if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

### **Disputes**

In the event of any dispute concerning any performance by ADH under the contract, the Contractor shall notify the ADH Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

### **Confidentiality of Information**

In connection with this Contract, each party hereto will receive certain confidential information relating to the other party. For purposes of this Contract, any information furnished or made available to one (1) party relating to the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers, including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. §4-11-04, the Personal Information Protection Act ("the Act"), and shall disclose any breaches of the security of Contractor's system as defined by the Act to DHS by contacting the contract Administrator within one (1) business day of the breach.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

The Contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore.

### **Public Disclosure**

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

### **Inspection of Work Performed**

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

### **Subcontracts**

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The

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Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

### **Audit Requirement:**

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Health Audit Guidelines". Copies may be obtained from:

Arkansas Department of Health  
Legal and Audit Section  
4815 West Markham, Slot H-31  
Little Rock, Arkansas 72205

### **Indemnification**

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

### **Assignments**

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

### **Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

### **Department Property**

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

### **Use and Ownership of Software**

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if

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the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

### **Contract Variations**

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor 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.

### **Attorney's Fees**

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

### **Liability**

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

### **Records Retention**

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

### **Access to Contractor's Records**

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

### **Ownership of Documentation**

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

### **Disclosure**

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

### **Set-Off**

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

### **State and Federal Laws**

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and

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any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

### **Accessibility Act 1227 of 1999**

The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Contractor represents and warrants to the Arkansas Department of Health (ADH) that the technology provided to ADH 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 equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, 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 or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

### **Criminal History Check/Central Registry Check**

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility.

### **Prohibition Against Contingent Fees**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

### **Compliance with Department Policy Issuances**

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

### **Relinquishment**

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

### **Entire Contract**

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the

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parties and approved in accordance with the laws and established procedures of the State of Arkansas.

### Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

### Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

\_\_\_\_\_  
Arkansas Department of Health  
4815 West Markham, Slot 3  
\_\_\_\_\_  
Little Rock, AR 72205  
\_\_\_\_\_

Attention: Brenda Russell, Program Support Manager  
\_\_\_\_\_  
(Name of contractor contact person or such other name or address as  
may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

\_\_\_\_\_  
Arkansas Department of Health  
4815 West Markham, Slot 58  
\_\_\_\_\_  
Little Rock, AR 72205  
\_\_\_\_\_

Attention: Tim Smith, Procurement  
\_\_\_\_\_

### Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

### Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

### Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled \*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions\* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

**Certification Regarding Employment Practices**

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

## Attachment B STATEMENT OF ACKNOWLEDGEMENT

NAME OF  
ORGANIZATION  
ADDRESS

Phone #  
FAX #

TAXPAYER IDENTIFICATION / SOCIAL SECURITY NUMBER:

<input type="checkbox"/> <i>MINORITY</i>		<input type="checkbox"/> <i>STATE</i>	<input type="checkbox"/> <i>LOCAL</i>	<input type="checkbox"/> <i>FOR PROFIT</i>	<input type="checkbox"/> <i>NON-PROFIT</i>		<input type="checkbox"/> <i>CORPORATION,</i>	<input type="checkbox"/> <i>FILED FOR</i>
---	--	--	--	---	---	--	---	--

PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:

NAME: TITLE:

PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:

NAME: TITLE:

CORPORATE PRESIDENT'S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):

NAME: ADDRESS:

OFFICIAL TITLE:

Does this proposal contain confidential information? If "Yes", explain on an attachment to this Statement. YES  NO

Have you previously been a provider for the Department of Health?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you been terminated from an ADH program or convicted of Medicare / Medicaid fraud?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you intend to offer any services through a subcontractor?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<ul style="list-style-type: none"> <li>• If so, indicate in the space provided the percentages of work that will be done by the primary contractor and the subcontractors?</li> </ul>		
<ul style="list-style-type: none"> <li>• If so, have you attached the required statements from the subcontractors?</li> </ul>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you included the original and copies of the proposal, in the required format and number?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you refrained from including pricing information in the Technical Proposal?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you read and understood, and do you agree to comply with, the requirements of the RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you certify that you do not and will not discriminate in employment practices?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Does the person signing certify that he/she is responsible for making decisions for the organization relevant to this RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you authorize ADH to verify financial information requested by the RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you certify that no attempt has been made to persuade others to or not to submit proposals?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you commit to adhering to an established accounting systems and financial controls?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you received any amendments to this RFP? YES <input type="checkbox"/> NO <input type="checkbox"/> If "YES", how many?		

### CERTIFICATION

By signature of this form and submission of a proposal in response to this RFP, the respondent acknowledges that the above certifications are true and accurate AND acknowledges acceptance of and agreement with the terms and conditions contained within this RFP.

SIGNATURE BY OFFICER OF ORGANIZATION  
Authorized to Contractually Obligate

TITLE

DATE

**ATTACHMENT C  
STATE OF ARKANSAS  
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

<b>CONTRACT #</b>		<b>FEDERAL I.D. #</b>	
<b>VENDOR #</b>		<b>MINORITY VENDOR</b>	<b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>

**1. PROCUREMENT:**

Check appropriate box below for the method of procurement for this contract:

- ABA Criteria       Request for Proposal       Competitive Bid       Request for Qualifications   
 Intergovernmental       Emergency   
 Sole Source by Justification  (Must be attached).      Sole Source by Intent to Award   
 Sole Source by Law  Act # \_\_\_\_\_ or Statute # \_\_\_\_\_

**2. DATES, PARTIES:**

The term of this agreement shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_.

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Contractor.

<b>AGENCY NUMBER/NAME</b>	_____
<b>AGENCY NUMBER/NAME</b>	_____

<b>CONTRACTOR NAME</b>	_____
<b>ADDRESS</b>	_____

**3. CALCULATIONS OF COMPENSATION:**

For work to be accomplished under this agreement, the Contractor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement \$ \_\_\_\_\_

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expense \$ \_\_\_\_\_

Total compensation inclusive of expense reimbursement \$ \_\_\_\_\_

Projected total cost of contract if all available periods of extensions are completed	\$ _____
---	----------

**4. SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract.

% Federal Funds	% State Funds	% Cash Funds	% Trust Funds	% Other Funds

Identify the source of funds for the following:

Federal Funds	
Cash Funds	
Trust Funds	
Other Funds	

**MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

5. **RENDERING OF COMPENSATION:**  
 The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. \_\_\_\_\_ to this agreement.

---

6. **OBJECTIVES AND SCOPE:**  
 State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

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7. **PERFORMANCE STANDARDS:**  
 List Performance standards for the term of the contract. (If necessary, use attachments)

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**8. ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

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**9. CERTIFICATION OF CONTRACTOR**

A. "I, \_\_\_\_\_ (Contractor) \_\_\_\_\_ (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies.)

---

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency?

---

D. The contractor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP

- E. The agency shall exercise no managerial responsibilities over the contractor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

10. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

11. NON-APPROPRIATION CLAUSE:

“In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.”

12. TERMS:

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended \_\_\_\_\_, in accordance with the terms stated in the until \_\_\_\_\_

Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration/Director of Office of State Procurement if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which cause the total compensation to exceed the sum of \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date of the amendment.

This contract may be terminated by either party upon 30 day written notice, unless otherwise agreed by both parties.

13. AUTHORITY:

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.



## ATTACHMENT D

### ARKANSAS DEPARTMENT OF HEALTH PERFORMANCE BASED CONTRACTING

**NOTE:** These Performance Based Standards are EXAMPLES ONLY and represent the types of indicators which will be included in the contract.

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contract must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. The contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The contractor will provide reports to ADH as specified by the deliverables in Attachment G.
- V. The contractor will meet all deliverables identified by ADH in Scope of work, Section 2 and 3.
- VI. The contract program deliverables and performance indicators to be performed will be similar to these examples. Specific details will be discussed and developed with the successful applicant.

#### ACCEPTABLE PERFORMANCE:

- 1) The contractor will implement the plan/deliverables within the timeframes established 100% of the time
- 2) The contractor will complete all the above performance standards in a time and manner acceptable to ADH, in order to implement effective program strategies 100% of the time.

#### REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance shall be determined solely at the discretion of the contracting Department. One or more of the following remedies may be imposed for unacceptable performance:

1. The contracting Department will notify the contractor of unacceptable performance. A meeting between the division and contractor will take place to discuss and develop an informal plan for change.
2. The contracting Department will notify the contractor in writing of non-compliance with the program deliverable and performance indicators for that program deliverable. Within ten (10) working days of notification of non-compliance, contractor must submit and implement a corrective action plan that is acceptable to the contracting division or its designee. Pending submission and implementation of an acceptable corrective action plan, payment may be reduced or withheld as determined by the contracting branches.
3. Payment may be withheld or reduced as determined by the contracting branches.
4. The contract may be terminated.

These remedies are in addition to all others available by law or equity.

**ATTACHMENT E**

**ATQ REGISTRATION QUESTIONS**

REGISTRATION DATA	CALLER TYPE AND SERVICE
<p><b>CONTACT FREQUENCY</b></p> <p><b>Question:</b>  <b>“Is this your first call to the program in the last 12 months?”</b></p> <p><b>Answer:</b>                      Yes No</p>	<p>All Registered Caller Types and Service Offerings</p>
<p><b>LANGUAGE</b> – enter the caller’s primary language</p>	<p>All Registered Caller Types and Service Offerings</p>
<p><b>ENTRY METHOD</b> – how the caller reached the program</p> <p><b>Answers:</b>                      Inbound English phone call*                      Inbound Spanish phone call*                      Evaluation call transfer Warm transfer from partner                      Recruitment call                      Import                      Fax referral* Web registration                      Voicemail*</p> <p>*Indicates the most frequently used answers.</p>	<p>All Registered Caller Types and Service Offerings</p>
<p><b>CALLER TYPE</b></p> <p><b>Question:</b>  <b>“Are you calling for yourself or for someone else?”</b></p> <p><b>Answer:</b>                      Tobacco User                      Proxy                      Provider                      General                      Public Hang up Prank                      Wrong number</p>	<p>All Registered Caller Types and Service Offerings</p>

<p><b>HOW HEARD ABOUT</b></p> <p><b>Question:</b>  <b>“How did you hear about us?”</b></p> <p><b>Standard Answers:</b>          Become an Ex          Brochure/Newsletter/Flyer          Bus          Church          Cigarette Pack          Community Organization          Employer/Worksite          Family/Friend          Health Department          Health Insurance          Health Professional</p> <p><b>Secondary:</b>          Dental          Hygienist          Dentist          Health Care Provider          Health Educator          Mental Health Provider          Nurse          OB/GYN Specialist          Other Specialist          Other          Pharmacist          Physician Assistant          Respiratory Therapist          Social Worker          Substance Abuse Provider</p> <p>Movie Theater          Newspaper/Magazine          Outdoor Ad</p> <p><b>Secondary</b>          Banner          Bus Ad          Billboard          Other</p> <p>Radio          TV Ads at Fuel Stations          TV/Commercial TV/News          Website          WIC Clinic          Does Not Remember          Other          Refused          Not Collected          Re-enrollment Offer (auto selected by database)          Outbound Re-enrollment Offer (auto selected by database)</p>	<p>All Registered Caller Types and Service Offerings</p>
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<p><b>CDC CAMPAIGN PROMOTION</b></p> <p><b>“In the past three months, did you hear about 1-800-Quit-NOW from any advertisement with smokers telling stories and tips about living with health problems?”</b></p> <p><b>Answer</b>          Yes          No          Refused Doesn't          know</p>	
<p><b>GENDER</b></p> <p><b>“I need to verify, are you male or female?”</b></p>	<p>Tobacco Users – All Services          Proxy – All Services</p>
<p><b>DATE OF BIRTH</b></p> <p><b>“What is your date of birth?”</b></p>	<p>Tobacco Users – All Services          Proxy – All Services</p>
<p><b>PREGNANCY STATUS</b>          (asked of women under 50 years of age)</p> <p><b>Question:</b>  <b>“We have some additional materials available for pregnant women. Are you...</b></p> <p><b>Currently pregnant?”</b>          Yes          No          Refused</p> <p><b>Currently breastfeeding?”</b>          Yes          No          Refused</p> <p><b>Planning on becoming pregnant in the next 3 months?”</b>          Yes          No          Refused</p>	<p>Tobacco Users – All Services</p>

<p><b>ARQL MILITARY STATUS</b></p> <p><b>Question:</b>  “Have you ever served on active duty in the United States Armed Forces, either in the regular military or in a National Guard or military reserve unit?”</p> <p><b>Answer:</b>  Yes  No  Refused</p> <p><b>If Yes Question:</b>  “Do you receive medical benefits through a health insurance system for Members of the military and their dependents, sometimes called TRICARE or CHAMPUS?”</p> <p><b>Answer:</b>  Yes  No  Refused</p>	<p>Tobacco Users – All Services  555</p>
<p><b>HEALTH PLAN / HEALTH INSURANCE</b></p>	<p>Tobacco Users – All Services</p>
<p><b>EMPLOYER</b></p>	<p>Tobacco Users – All Services</p>
<p><b>SERVICE</b></p> <p><b>Answer:</b>  Intervention Requested General Questions Materials Only  All Transfer Types</p>	<p>All Registered Caller Types and  Service Offerings</p>
<p><b>CONTACT INFORMATION</b></p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Address (County/Zip/Country/Time Zone/Confidential)</li> <li>• Primary/Secondary Phone Numbers/Type</li> <li>• Best Time to Contact</li> <li>• Okay to Leave Message At</li> <li>• Identification Number (if appropriate)</li> <li>• Email Address</li> </ul>	<p>All Registered Caller Types and  Service Offerings</p>

<p><b>CHRONIC CONDITIONS</b></p> <p><b>Question:</b>  <b>“We also have some materials available for callers with the following conditions. Have you been diagnosed with any of the following Chronic Conditions?”</b></p> <p><b>Answer:</b>  Asthma  Chronic Obstructive Pulmonary Disease (COPD)  Coronary Artery Disease (CAD) or other heart disease  Type 1 Diabetes  Type 2 Diabetes  None  Does Not Know  Refused  Not Collected</p>	<p>Tobacco Users who Request an Intervention or Materials Only</p>
<p><b>AGE STARTED USING TOBACCO</b></p> <p><b>Question:</b>  <b>“At what age did you start using tobacco regularly?”</b></p> <p><b>Answer:</b>  <b>Drop down menu 5-100 (discrete ages), Not Collected, Refused</b></p>	<p>Tobacco Users who Request an Intervention or Materials Only</p>
<p><b>TOBACCO TYPE</b></p> <p><b>Question:</b>  <b>“What type of tobacco do you use?”</b></p> <p><b>Answer:</b>  Cigarette (per day) Cigar (per week)  Pipe (bowls per week)  SLT (tins per week) Other</p>	<p>Tobacco Users who Request an Intervention or Materials Only</p>
<p><b>TOBACCO USE FREQUENCY</b></p> <p><b>Question:</b>  <b>“Do you currently smoke cigarettes* every day, some days, or not at all?”</b></p> <p><b>Answer:</b>  <b>Every day</b>  <b>Some days (if less than 7 days per wk. or less than 1 cig per day)</b>  <b>If “Some days”, How many days did you smoke* in the last 30 days?</b></p> <p>    ___ [Enter number of days]</p> <p>Not at all      If “Not at all”, <b>When was the last time you smoked a cigarette*, even a puff? / / [Enter date] If prt does not know, determine month and enter 15 as the date.</b></p> <p>Refused  Not collected</p> <p><i>*Language is customized based on type of tobacco used.</i></p>	<p>Tobacco Users who Request an Intervention or Materials Only</p>

<p><b>TOBACCO DEPENDENCE</b></p> <p><b>Question:</b>  <b>“On the days in which you use tobacco, how many do use smoke/use?”</b></p> <p><b>Answer:</b>  Cigarettes (per day) – discrete values, Not Collected, Refused Cigar (per week) – discrete values, Not Collected, Refused  Pipe (bowls per week) – discrete values, Not Collected, Refused  SLT (tins per week) – 0, 0.5, 1.0, 2.0, 3.0, more, Not Collected, Refused</p> <p><i>*Language is customized based on type of tobacco used.</i></p>	<p>Tobacco Users who Request an Intervention or Materials Only</p>
<p><b>LEVEL OF ADDICTION</b></p> <p><b>Question:</b>  <b>“How soon after you wake up do you use tobacco for the first time in the day? “</b></p> <p><b>Answer:</b>  Within 5 minutes  6 to 30 minutes  31 to 60 minutes More  than 60 minutes Does  Not Know Refused  Not Collected</p>	<p>Tobacco Users who Request an Intervention or Materials Only</p>
<p><b>OTHER TOBACCO USERS</b></p> <p><b>Question:</b>  <b>“Are you around other Tobacco Users at home or at work?”</b></p> <p><b>Answer</b>  No Work  Home  Both</p>	<p>Tobacco Users who Request an Intervention or Materials Only</p>
<p><b>STAGE</b></p> <p><b>Question:</b>  <b>“Have you already quit?” Y/N</b></p> <p><b>Answer:</b>  If “Yes”, <b>“For how long?”</b></p> <ul style="list-style-type: none"> <li>○ Less than 24 Hours (mapped to Action)</li> <li>○ 24 Hours to Less Than 7 Days (mapped to Action)</li> <li>○ 7 days to Less Than 1 month (mapped to Action)</li> <li>○ 1 Month to Less Than 6 Months (Action)</li> <li>○ 6 Months or More (mapped to Maintenance)</li> </ul> <p><b>“Do you plan to make a quit attempt?” Y/N</b>  <b>“Do you plan to make a quit attempt in the next 30 days?” Y/N</b>  <b>“Do you plan to make a quit attempt in the next 6 months?” Y/N</b></p> <p>Collect Quit Date, if appropriate</p>	<p>Tobacco Users who Request an Intervention or Materials Only</p>

**E-CIG QUESTIONS**

**Question:**

**“Do you currently use electronic e-cigarettes?”**

**Answer:**

Yes

No

Refused

(if yes, the following questions are asked)

**Question:**

**“Do you currently use e-cigarettes?”**

**Answer:**

Everyday

Some days

Refused

**Question:**

**“Do you use e-cigarettes cartridges or a tank system?”**

**Answer:**

If cartridges ask:

**“On the days in which you use e-cigarettes, how many e-cigarette cartridges do you use per day?”**

Includes refused/don't know as option If tank system ask:

**“On the days in which you use e-cigarettes, how many milliliters of fluid do you use?”**

Includes refused/don't know as option

**Question:**

**“Are you currently using e-cigarettes to:?”**

**Answer:**

Quit other tobacco

Cut down on other tobacco Neither

of these reasons Refused

if participants answer neither to the above question then ask the following

**Question:**

**“Which of these best describes your use of e-cigarettes?”**

**Answer:**

Using when I can't smoke/use other tobacco

I've tried e-cigs, but I'm not planning to continue using them

Other

Does not know

Refused

<p><b>Question:</b>  <b>“Are you thinking about quitting e-cigarettes?”</b></p> <p><b>Answer:</b>          Yes          No          Unsure          Refused</p>	
<p><b>DEMOGRAPHICS</b></p> <p><b>ETHNICITY</b>  <b>“We are funded by <u>Arkansas Dept. of Health</u>, and they want to ensure we are reaching all populations and providing the best possible service. I have three optional demographic questions to ask you.”</b></p> <p><b>Question:</b>  <b>“Are you Hispanic or Latino?”</b></p> <p><b>Answer:</b>          Hispanic          Non-Hispanic Does          Not Know Refused          Not Collected</p>	<p>Tobacco Users who Request an Intervention or Materials Only</p>
<p><b>RACE</b></p> <p><b>Question:</b>  <b>“Which of these groups would you say best describes you?”</b></p> <p><b>Answer:</b>          White          Black or African – American          Asian*          Native Hawaiian/Other Pacific Islander*          American Indian or Alaskan Native          Other          Does Not Know          Refused          Not Collected</p> <p>*Secondary Answers Collected</p>	<p>Tobacco Users who Request an Intervention or Materials Only</p>

<p><b>EDUCATION LEVEL</b></p> <p><b>Question For Adults:</b> “What is the highest level of education you have completed?”</p> <p><b>Answer:</b> Less than grade 9 Grade 9-11, no degree GED High School Degree Some College or University College or University Degree Some Technical/ Trade School Technical/ Trade School Degree Does Not Know Refused Not Collected</p> <p><b>SEXUAL ORIENTATION</b></p> <p><b>Question:</b> “The following questions are personal in nature. This question relates to sexual orientation. Do you consider yourself to be:”</p> <p><b>Answer:</b> Heterosexual or straight Gay or lesbian Bisexual Transgender Other Does not know Refused Not collected</p> <p><b>INCOME</b></p> <p><b>Question:</b> “Which of the following income categories best describes your total household income last year? Stop me when I get to the level that best describes your situation:”</p> <p><b>Answer:</b> Less than \$10,000 Less than \$15,000 (\$10,000 to less than \$15,000) Less than \$20,000 (\$15,000 to less than \$20,000) Less than \$25,000 (\$20,000 to less than \$25,000) Less than \$35,000 (\$25,000 to less than \$35,000) Less than \$50,000 (\$35,000 to less than \$50,000) Less than \$75,000 (\$50,000 to less than \$75,000) \$75,000 or more Does not know Refused Not collected</p>	<p>Tobacco Users who Request an Intervention or Materials Only</p>
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<p><b>Health Professional Visit</b>  <b>“In the past 12 months, have you seen a doctor, nurse or other health professional to get any kind of care for yourself?”</b>  <b>Answer:</b>          Yes          No          Refused</p> <p>If yes,  <b>“In the past 12 months, has a doctor, nurse or other health professional advised you to quit tobacco?”</b>  <b>Answer:</b>          Yes          No          Refused</p> <p><b>MENTAL HEALTH</b>  <b>“Next, I am going to read you a list of conditions. Please understand that your answers will be kept confidential. Do you currently have any mental health conditions, such as:”</b></p> <p><b>Answer:</b>          Anxiety          Depression Bi-polar          Alcohol or Drug Use          Schizophrenia Other          None          Does not know          Refused          Not collected</p> <p><b>“Do you believe that these mental health conditions or emotional challenges will interfere with your ability to quit?”</b></p> <p><b>Answer:</b>          Yes          No          Refused          Does not know</p>	
<p><b>CONSENT TO FOLLOW-UP</b></p> <p>“The Arkansas Quitline has contracted with the University of Arkansas at Little Rock to evaluate our services independently. A random sample of callers to the Quitline may be telephoned and invited to participate in 2-3 follow up calls about their satisfaction with our Quitline services and their quit attempts. We would like your permission for the University to contact you for evaluation purposes. Do we have your permission?”</p> <p><b>Answer:</b>          Yes No</p>	<p>Tobacco Users who Request an Intervention or Materials Only</p>

**ATTACHMENT F**  
**ATQ INTERVENTION DATA**

Required assessment questions consist of the below items. Required questions depend on call type and the participants quit status. These questions are not scripted like the registration questions and are used to tailor the intervention to meet the unique needs of participant.

<b>Intervention Assessment Questions</b>	<b>Call 1</b>	<b>Ongoing Calls</b>
Quit Status/quit intention/readiness to quit	X	X
Actual Quit Date	X (Only if participant reports being quit)	X (Only if participant reports being quit)
Tobacco Use/Type	X	X (Only if participant reports not being quit)
Time to first use after waking	X	
Motivation to quit on 1-10 scale	X	
Confidence in quitting on 1-10 scale	X	X
Quit attempts since last call		X (Only if participant reports not being quit)
Urge severity on 1-10 scale	X (Only if participant reports not being quit)	X (Only if participant reports not being quit)
Intended/current NRT or APT use. If participant reports using NRT/APT the type, strength, amount per day, and side effects are assessed. *	X	X

\* This information is assessed but not entered in a reportable data base field. This means the responses are not captured on client reports or extracts. This information is stored in the notes section of the data base to be referenced in future interventions and to provide continuity of care.

## ATTACHMENT G

### REPORTING REQUIREMENTS

#### **MONTHLY REPORTS: provide current month and year-to-date**

##### A. Quitline Services Data

- Call Data
  - Total incoming calls
  - Live response rate
  - Average speed of answer
  - Messages left
  - Number of callers registered for services
  - First time callers vs. repeat callers
- Fax Referral Data
  - Total fax referrals received
  - Source of fax referrals
  - Source of electronic referrals
  - Total Medicaid fax referrals
  - Total Medicare fax referrals
  - Total pro-active calls required per successful registration
  - Total fax referred clients registered for services
  - Total electronic referral clients registered for services
- Other calls: calls not resulting in registered client
  - Proxy
  - Provider
  - General public/information, prank, wrong number, etc.
- Nicotine patches, gum, and lozenges (NRT)
  - Total callers requesting NRT
  - Total callers screened for NRT
  - Tobacco users by stage of readiness to quit
  - Total callers refused NRT because of specified contraindications
  - Total courses of NRT distributed
- Services provided to clients during month, regardless of registration date
  - 1-call intervention: registered, completed, attempt letter, materials only
  - Registered, completed 1<sup>st</sup> through "X" number of proactive calls
  - Registered, completed ad-hoc calls
  - Registrants receiving self-help and other materials
- Services provided to proxy callers and providers in current month

### ATTACHMENT G (continued)

##### B. Caller Intake Data

The contractor will utilize the North American Quitline Consortium Minimal Data Set (MDS) as the minimum standard for caller intake data.

## **QUARTERLY REPORTS**

A. Provide state-level data for current quarter, as well as aggregate data for current and previous quarters

- All Quitline Services Data
- All Caller Intake Data

B. Provide county-level data for current quarter, as well as aggregate data for current and previous quarters

- Total incoming calls
- Number of callers registered for services
- Total fax referrals received
- Source of fax referral
- Total fax referred clients registered for services
- Total electronic referrals received
- Source of electronic referral
- Total electronic referred clients registered for services
- Total courses of NRT distributed
- Total of registrants receiving self-help and other materials
- Tobacco users by type of tobacco
- Race/Ethnicity
- Pregnancy status (pregnant, breastfeeding, planning pregnancy)
- Age
- Gender
- Education
- Language
- Income
- Insurance status
- Provider advice to quit
- Smoking policy in home and car
- "How heard about" responses

## **APPENDIX #1**

### **CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS**

Company/Organization Name: \_\_\_\_\_

RFP #DH-15-0001 Arkansas Department of Health

The applicant named above hereby certifies that it will not accept funding from nor has an affiliation or contractual relationship with the tobacco manufacturer, any of its subsidiaries or parent company, or any tobacco wholesaler or distributor during the term of the contract with the Arkansas Department of Health.

This certification must be completed by the contractor and all sub-contractors.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of Arkansas.

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Signature

Title

Date

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Printed Name and Title

**APPENDIX #2**  
**BUDGET/COST PROPOSAL SHEET (Page 1 of 2)**

All prices for Quitline services, including but not limited to personnel, supervision, training, travel, administrative costs, quit kits or other materials, postage and handling, data collection and required reports, referral database, language and system capability, must be included in the cost per call completed. Prices for nicotine replacement therapy must also include procurement and distribution costs. **Any deviation from this format may result in disqualification of the proposal.**

A detailed budget narrative, including a cost analysis, must be included with the cost proposal sheet to support the reasonableness of the proposal. Fees for services not included in this request for proposals will not be the responsibility of ADH. Include a description of the amount and dose of pharmacotherapy provided for each of the durations identified in the Cost Proposal Sheet, and if any NRT type or course of treatment is not available, please list the reason for the lack of availability.

**The Budget/Cost Proposal Sheet must be submitted under separate cover.**

**APPENDIX #2  
BUDGET/COST PROPOSAL SHEET (Page 2 of 2)**

The Budget/Cost Proposal Sheet must be submitted under separate cover. Any reference to costs included with the technical proposal shall result in the respondent's proposal being rejected. The technical proposal will be evaluated prior to the Budget/Cost Proposal Sheets being reviewed and evaluated.

<b>SERVICE DESCRIPTION</b>		
<b>Call:</b> referrals to the Quitline can be generated from fax referrals, electronic fax, or through phone services.	<b>Price per Caller</b>	<b>Total Cost Based on Estimated #</b>
<b>Registered (1-Call):</b> Number of tobacco users, proxy and providers, who are registered for services, were screened for eligibility to receive NRT, or were provided with information only or materials only. Includes the pro-active call which results in successful registration of a fax-referred or e-referred tobacco user. <b>(Based on an estimated number of 16,498 who will register for services)</b>		
<b>Call 1 Only:</b> Number of participants who spoke with a Specialist and completed 1-Call Only program. <b>(Based on an estimated number of 192 calls)</b>		
Registered (Multiple Call): Number of tobacco users who have registered to receive services in the Multiple Call Program.	<b>Price Per Caller</b>	<b>Total Cost Based on Estimated #</b>
<b>Call 1:</b> Number of participants who spoke with a Specialist and completed 1st call of the Multiple Call Program. <b>(Based on an estimated number of 12,040 calls)</b>		
<b>Multiple Calls:</b> Number of participants who spoke with a Specialist and completed multiple calls in multiple call program as appropriate to US Smoking Cessation Guidelines. <b>(Based on an estimated number of 12,557 calls)</b>		
<b>Ad Hoc Calls:</b> Number of unscheduled reactive calls completed. Ad hoc calls are from participants enrolled in the Multiple Call Program only. <b>(Based on an estimated number of 1,246 calls)</b>		
<b>Nicotine Replacement Therapy</b>	<b>Price Per Caller</b>	<b>Total Cost Based on Estimated #</b>
<b>Patch Course:</b> Cost of a 2 Week course supply of nicotine patches for an estimated number of <b>8,308</b> clients.		
<b>Lozenge Course:</b> Cost of 2 Week course supply of nicotine lozenges for an estimated number of <b>1,204</b> clients.		
<b>Gum Course:</b> Cost of a 2 week course supply of nicotine gum for an estimated number of <b>1,324</b> clients.		
<b>Additional Services</b>		
<b>Program Development/Changes:</b> Estimate any other costs including start-up costs and/or costs associated with development and/or updating of the database of local cessation services and development of protocols or materials for specific populations. On a separate page provide a detail list of these costs and also include these costs in your proposed budget.	<b>Annual Budget</b>	
<b>Grand Total:</b>		

**Name of Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

