Arkansas Department of Correction

Request for Proposal

NO. 2018 – C8675

Performance Improvement, Peer Review, and Utilization Review Services
(Third-Party Quality Review Program)

April 5, 2018
Arkansas Department of Correction
Office of Health Services
6814 Princeton Pike
Pine Bluff, Arkansas 71602
# TABLE OF CONTENTS

1. **GENERAL INSTRUCTIONS AND INFORMATION FOR PROSPECTIVE BIDDER/CONTRACTOR**
   
   1.0 PURPOSE
   1.1 TYPE OF CONTRACT
   1.2 TERM OF CONTRACT
   1.3 ISSUING AGENCY
   1.4 OPENING OF CONTRACT RFP RESPONSES
   1.5 ACCEPTANCE OF CONTRACT PROPOSAL SUBMISSIONS
   1.6 DEFINITION OF TERMS
   1.7 RFP SUBMISSION
   1.8 RFP RESPONSE FORMAT
   1.9 PROGRAM COST BID
   1.10 RESERVATION
   1.11 CONDITIONS OF CONTRACT
   1.12 COSTS INCURRED BY PROSPECTIVE BIDDERS
   1.13 CLARIFICATION FOR RFP REQUIREMENTS
   1.14 BIDDER’S INQUIRIES
   1.15 PRE-PROPOSAL CONFERENCE
   1.16 RESPONSE DATE

2. **PROPOSAL EVALUATION AND CONTRACT AWARD**
   
   2.0 PROPOSALS EVALUATION COMMITTEE
   2.1 PROPOSAL SELECTION CRITERIA
   2.2 COMMITTEE’S RECOMMENDATIONS
   2.3 BOARD APPROVAL
   2.4 INTENT TO AWARD
   2.5 NEGOTIATIONS
   2.6 FINAL AWARD
   2.7 BIDDER NOTIFICATIONS
   2.8 CONTRACT

3. **REQUEST FOR PROPOSAL**
   
   3.0 WORK STATEMENT
   3.1 INTRODUCTION
   3.2 OBJECTIVES
   3.3 SPECIAL REQUIREMENTS
   3.4 BID PROCESS

4. **FISCAL CONSIDERATION**
   
   4.0 PROSPECTIVE CONTRACTOR PRICING
   4.1 PROGRAM COMPENSATION
   4.2 NEGOTIATIONS
   4.3 AUTHORIZATION TO BEGIN CONTRACT

5. **GENERAL CONTRACTUAL ITEMS**
   
   5.0 TERMS AND CONDITIONS
5.1 GENERAL
5.2 SPECIFIC
5.3 DISPUTES AFTER AWARD
5.4 ATTORNEY FEES
5.5 SOLICITING AGENTS
5.6 STATEMENT OF LIABILITY
5.7 LITIGATION
5.8 NOTICE OF LEGAL ACTION
5.9 STATUS OF THE CONTRACTOR
5.10 COOPERATION AMONG CONTRACTORS
5.11 CONFIDENTIALLY
5.12 ACCESS TO RECORDS
5.13 FURNISHING OF FORMS
5.14 ASSIGNMENT OF CONTRACT
5.15 CONFIDENTIAL INFORMATION
5.16 CONTRACT EMPLOYEE REQUIREMENTS
5.17 PROFESSIONAL WORK STANDARDS
5.18 INSURANCE REQUIREMENTS
5.19 CONTRACT RENEWAL
5.20 REPORTS AND PROJECT CONTROL
5.21 MEETINGS
5.22 FORMS DEVELOPED AND USED IN CONTRACT
5.23 ANNUAL REPORT
5.24 ANTICIPATION TO AWARD
5.25 PAST PERFORMANCE
5.26 ETHICAL STANDARDS– A.C.A. § 19-11-703 – Purchasing and Contracts – Ethics
5.27 PUBLIC DISCLOSURE
5.28 DISCRIMINATION
5.29 MINORITY BUSINESS POLICY
5.30 EQUAL EMPLOYMENT OPPORTUNITY POLICY
5.31 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS
5.32 RESTRICTION OF BOYCOTT OF ISRAEL
5.33 PRISON RAPE ELIMINATION ACT OF 2003 (PREA)
5.34 ALTERATION OF ORIGINAL RFP DOCUMENTS
5.35 ADDITIONAL TERMS AND CONDITION
5.36 CURRENCY
5.37 LANGUAGE

6. ATTACHMENTS..........................................................................................................................34
   PROPOSAL COST/SIGNATURE PAGE - ATTACHMENT 1
   STATISTICS FOR CALCULATING FISCAL QUOTES - ATTACHMENT 2
   ACKNOWLEDGEMENT OF RECEIPT FORM - ATTACHMENT 3.................................................36
   CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM - ATTACHMENT 4
SECTION I - GENERAL INSTRUCTIONS AND INFORMATION FOR PROSPECTIVE BIDDER/CONTRACTOR

1.0 PURPOSE:

1.0.1 This Request for Proposal (RFP) solicits a written proposal and cost bid, for consideration by the State of Arkansas, to provide Third Party Review of the Performance Improvement (PI), Peer Review (PR), and Utilization Review (UR) activities (hereinafter “Third Party Review”) for the Arkansas Department of Correction (ADC) hereinafter referred to as “ADC”, “the Agency”, or “the ADC”.

1.0.2 ADC has used contracted professional services for the delivery of health care services to inmates since 1980. ADC continues providing health care services to inmates through a contracted health care services provider (hereinafter referred to as the “Medical Vendor”).

1.0.3 ADC desires to ensure that its Medical Vendor is providing reasonable and necessary health care services to ADC inmates, consistent with standards of care established by the American Correctional Association (ACA), state and federal laws, rules, and regulations, and in accordance with the terms of the Health Services Agreement (“Contract”). ADC has determined that a third-party review of the performance of the Contract by the Medical vendor helps to ensure that the health services contractor meets requirements and standards.

1.1 TYPE OF CONTRACT:

1.1.1 The Contract to be entered into as a result of this Request for Proposal (RFP), ADC intends to award a Professional/Consultant Services Contract to a single Contractor.

1.1.2 The anticipated starting date for any resulting contract is July 01, 2018, except that the actual contract start date may be adjusted forward unilaterally by the state for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.

1.1.3 This RFP, along with the selected Contractor’s RFP response will be consolidated into a final, executed, contract document, appended to a standard Professional Consultant Services Contract. The written documents governing the contract in order of hierarchy are as follows: (i) the RFP as fully incorporated by reference; and (ii) the Proposal as fully incorporated by reference.

1.2 TERM OF CONTRACT:

1.2.1 The initial term of the resulting Contract will begin July 1, 2018 and will include an initial twelve-month period, July 1, 2018 – June 30, 2019. Upon mutual agreement
by the Contractor and ADC, the Contract may be renewed annually for up to six (6)
additional one-year terms or portions thereof. Continuation of each annual renewal
of the Contract is contingent upon availability of state funds, performance, and the
Arkansas Board of Corrections’ approval, for the State of Arkansas Fiscal Years 2020
– 2025.

1.2.2 The second and subsequent one-year periods of this contract may be renewed
based on a review of performance during the then current contract period. The
selected Contractor will be evaluated annually on successful performance of the
Scope of Work, as set forth in this RFP, and any additional agreements included in
the final Contract, Amendments, or addendums.

1.2.3 The Contract may remain in effect, subject to the previously mentioned annual
review and approval by the Director, Arkansas Department of Correction, and Board
of Corrections’ for a maximum of seven consecutive years, with a final date of the
Contract and any one-year renewals, of June 30, 2025.

1.3 ISSUEING AGENCY: This RFP is issued by the Arkansas Department of Correction (ADC)
and ADC is the sole point of contact in the State for the selection process. Bidder(s)
questions regarding matters related to this RFP are covered under section 1.13.

1.4 OPENING OF CONTRACT RFP RESPONSES:

1.4.1 ALL Prospective Contractor RFP response submissions will be opened April 20, 2018.
ADC will not comment on any submission at that time.

1.4.2 All submissions and attachments will be retained by ADC as the property of the State
of Arkansas regardless of ADC’s decision to select or reject a submission. The
proprietary rights of submitting organizations will be honored to the extent allowed
by the laws of the State of Arkansas.

1.5 ACCEPTANCE OF CONTRACT PROPOSAL SUBMISSIONS:

1.5.1 A Prospective Contractor must unconditionally accept all Requirements of this RFP
as defined in section 1.6.7 to be considered a responsive Prospective Contractor.

1.5.2 Failure to furnish all information required by this RFP, or to comply with the
requirements, terms, and conditions identified in this RFP, will disqualify a
Prospective Contractor from consideration in the Contract selection process.

1.5.3 If the Prospective Contractor takes exception to any or all components of this RFP,
or proposes alternatives to the terms and conditions stated in this RFP, and these
are not acceptable to the state, the Prospective Contractor’s proposal may be
rejected.

1.5.4 The state reserves the right to reject any proposals received in response to this RFP.
1.5.5 Original Proposals must be submitted to ADC on or before the date and time specified for bid opening. The Proposal must contain all documents, information, and attachments as specifically and expressly required in this Bid Solicitation.

a) The bid must be typed or printed in ink.

b) The signature must be in ink. Unsigned bids shall be disqualified. The person signing the bid should show title or authority to bind the contractor.

c) The Technical and Cost proposals must be sealed in separate packages and should be completely and properly identified.

d) Bids received after the date and time stated in this RFP for bid submission shall not be considered under any circumstances.

1.6 DEFINITION OF TERMS:

1.6.1 The ADC has made every effort to use industry-accepted terminology in this Bid Solicitation and will attempt to further clarify any point of an item in question as indicated in Clarification of Bid Solicitation.

1.6.2 Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

1.6.3 “Prospective Contractor” means a person who submits a proposal in response to this solicitation.

1.6.4 “Contractor” means a person who sells or contracts to sell commodities and/or services.

1.6.5 The terms “Request for Proposal”, “RFP,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.

1.6.6 “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.

1.6.7 “Proposal Submission Requirement” means a task a Contractor must complete when submitting a proposal response. These Requirements will be distinguished by using the term “shall” or “must” in the requirement.

1.6.8 “Requirement” means a specification that a Contractor’s product and/or service must perform during the term of the Contract. These specifications will be distinguished by using the term “shall” or “must” in the requirement.

1.6.9 “State” or “state” means, “The State of Arkansas”. When the term “State” or “state” is used herein to reference any obligation of the state under a Contract that results from this solicitation, that obligation is limited to the state agency or Department using the Contract.
1.7. RFP SUBMISSION

1.7.1 To be considered for selection, prospective Contractors must submit a complete response as specified by the requirements of this RFP. Submissions must be sealed and consist of one original, five printed copies, one original on compact discs (CD) and one redacted copy on CD. Distribution of Proposals to sources other than noted herein may result in rejection of the submission and disqualification of award to the Prospective Contractor.

1.7.2 The original of the Prospective Contractor’s Proposal, and any required attachments or supplementary documents, must be signed by an officer of the prospective Contractor who is authorized to legally bind the submitting organization to the terms and fiscal quotes of the Proposal. Price quotations must remain firm and fixed from the date and time of receipt of the response by ADC, for all contract periods.

1.7.3 Exceptions taken by the Prospective Contractor to the terms, conditions, and other requirements of the RFP, may result in rejection of the Proposal. The state reserves the right to waive non-material deviations if determined to be in the best interest of the state or ADC.

1.7.4 Due to strict contract timelines, all Contract deadlines are fixed and may not be modified.

1.7.5 ADC reserves the right to reject any or all proposals in whole or in part. ADC will not pay for any information submitted in response to this RFP, and is not liable for any costs incurred by the Prospective Contractor(s).

1.8 RFP RESPONSE FORMAT:

Prospective Contractors are to organize their responses in a manner that will provide the Evaluation Committee an adequate assessment of the Contractor’s intent and understanding of the Scope of Work, Responsibilities, Compensation, and other project descriptions and requirements presented by this RFP. The following outline should be followed for document compilation.

1.8.1 Original signed Proposal Cost/Signature Page

a) An official authorized to bind the Prospective Contractor(s) to a resultant contract must sign the Proposal Cost/Signature Page, Attachment 1, included in the Prospective Contractor’s Proposal.

b) The Prospective Contractor’s signature on this page signifies the Prospective Contractor’s agreement to, and compliance with, all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this Bid Solicitation will cause the Prospective Contractor’s proposal to be disqualified.
1.8.2 Provide a statement of previous organizational experience that demonstrates a minimum of three years’ experience in delivering the services required by this RFP.

   a) Although a prospective Contractor may meet these minimum expectations, merit will be given to those organizations that exceed the minimum.

   b) Previous experience should be identified and the name of the client; including the name, address, and phone number of the responsible official of the client, company, or agency, who may be contacted for reference.

1.8.3 The Prospective Contractor should offer its philosophy and understanding of the unique and unusual problems of providing health care services in a correctional system.

   a) Merit will be given to those organizations that have prior experience in a correctional setting.

1.8.4 In attesting to the Contractor’s ability to meet the requirements of this RFP, the following information must be provided:

   a) A copy of the prospective Contractor’s annual financial statements for the past three years, including a Balance Sheet, Profit and Loss Statement, and notes to these financial statements. Audited financial reports are preferred.

   b) A statement identifying the prospective Contractor’s existing and anticipated contractual obligations, which might influence the capabilities of the proposed Contractor to perform the requirements of the Contract.

1.8.5 Prospective Contractors are to provide a description of all known personnel who will be committed to the project, including:

   a) The name of a Project Manager who will be charged with the responsibility of implementation and administration of:

      1) All aspects of the Contracted services;
      2) Resolving routine and non-routine operational problems;
      3) Coordinating with the Health Services Contract Vendor on issues which would be applicable to Third Party Review activities;
      4) Monthly reports for submission to appropriate officials of the Department;

   b) The names, background, and qualifications of key Contract personnel, including:

      1) Education,
      2) Experience relevant to the RFP objectives of providing PI, PR, and UR services,
      3) Licensure,
      4) Credentials,
5) Experience relative to publication and interpretation of new policies and procedures; and interpretation and research of existing policies and procedures, and state Rules, Regulations, and Statutes.

1.8.6 Prospective Contractors will describe their technical plan for accomplishing the terms of the Contract as identified in the RFP WORK STATEMENT. Responses should identify:

a) A description of the methods, procedures, and measurements that will be used to execute contract services areas;

b) An itemization by logical sub-service groups of work to be performed;

c) A schedule which identifies subtasks of the Scope of Work, and indicates milestones of achievement for each area;

d) Estimates of the numbers of hours of labor that will be required to complete contract responsibilities;

e) Assumptions and constraints that will influence the delivery of Contracted service components;

1.8.7 References:

a) Bidders should supply a minimum of three letters of recommendation from three different sources or give an explanation as to why three are not submitted. If subcontractors are proposed, three letters of recommendation should also be submitted for each subcontractor, or again, an explanation shall be provided.

b) Submission of references will be evaluated on a pass/fail basis. If unfavorable information is obtained from contact with a reference, the bidder may be deemed a non-responsible bidder, and the proposal may be rejected.

c) Among the submitted references, the Contractor should include references from the last three contracts awarded to the Contractor that contained a similar scope of work as defined in this RFP.

d) Letters of recommendation should include the following criteria:

1) They should be on official letterhead of the party submitting the recommendation;

2) They should be from entities with recent (within the last three years) contract experience with the respondent.

3) If the respondent or subcontractor has not had recent contract experience, the references should be from organizations regarding work closely related to the scope of work to be provided.

4) References should be from individuals who can directly attest to the respondent’s qualification relevant to this RFP.

5) They should be limited to organizational recommendations, not personal recommendations.
6) They should be dated not more than six months prior to the proposal submission date

   e) The provided reference organizations will be contacted and asked to confirm:
      1) That the provider has successfully performed work of a similar nature to that detailed in this RFP.
      2) That the provider met all obligations under the 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.

1.8.8 A statement of closure, indicating understanding and acceptance of the terms and conditions applicable to the RFP. Any exception taken by the Prospective Contractor to the terms, conditions, or other requirements specified in the RFP may result in the rejection of their respective proposal. A blanket statement of acceptance may be utilized rather than specific reference to each item. However, if a blanket acceptance of terms and conditions is included, but exceptions are taken to specific requirement(s), the exception will take precedence over the blanket acceptance.

1.9 PROGRAM COST BIDS: The cost factors submitted in response to this RFP on the Proposal Cost/Signature Page; Attachment 1, will be considered firm and fixed for all contract periods. Either party upon 30-day written notice may terminate this Contract, unless otherwise agreed by both parties. Statistics for Calculating Fiscal Quotes – Attachment 2, provides statistics and recommended minimum sample size that should be used in calculating Utilization Review Program and Case Review costs.

1.10 RESERVATION: This RFP does not commit the ADC to award a contract(s), to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

   1.10.1 The State of Arkansas may not contract with another party:

      a) To indemnify and defend that party for any liability and damages. However, the ADC may agree to hold the other party harmless from any loss or claim resulting from and attributable to the state’s use of the service(s) and reimburse that party for the loss caused solely by the state’s use of the service(s).
      b) Upon default, to pay all sums to become due under a contract.
      c) To pay damages, legal expenses or other costs and expenses of any party.
      d) To conduct litigation in a place other than Jefferson or Pulaski County(s), Arkansas.
      e) To agree to any provision of a contract that would violate the laws or constitution of the State of Arkansas.
1.10.2 A party wishing to contract with the State of Arkansas should:
   a) Remove any language from its contract which grants to it any remedies other than:
      1) The right to possession.
      2) The right to accrued payments.
   b) Include in its contract that the laws of the State of Arkansas govern the contract.

1.11 CONDITIONS OF CONTRACT:

1.11.1 The successful bidder will at all times observe and comply with federal and state laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. Specifically, the contract will be governed by the Laws of the State of Arkansas, as interpreted by the Attorney General of the State of Arkansas, and will be in accordance with the intent of Arkansas Code Annotated § 19-11-1000, et. seq.

1.11.2 Any legislation that may be enacted subsequent to the date of this agreement, which may cause any part, or all parts of the agreement, to be in conflict with the Laws of the State of Arkansas, will negate the relevant part or parts of the Contract, with all remaining parts not effected by a change in the Laws of the State of Arkansas continuing with the full force and effect as originally executed. Any legislation enacted subsequent to the date of this agreement, which may cause any or all parts of this 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, and the terms of this Contract will be altered to comply with applicable laws.

1.11.3 The Contract will require recommendation to the Board of Corrections by the Director, Arkansas Department of Correction; approval by the Board of Corrections; and subsequent review by the Legislative Council or Joint Budget Committee; prior to approval by the Director of Office of State Procurement, Arkansas Department of Finance and Administration, before execution of the Contract.

1.12 COSTS INCURRED BY PROSPECTIVE BIDDERS:

The state is not liable for any costs incurred by a prospective Contractor prior to execution of the Professional Consultant Services Contract.
1.13 **CLARIFICATION OF RFP REQUIREMENTS:**

1.13.1 Prospective Contractors may submit written questions or requests for clarification of the RFP to:

Mr. George Wilson  
Medical Services Administrator  
Arkansas Department of Correction  
6814 Princeton Pike Rd  
Pine Bluff, Arkansas 71602

1.13.2 Written requests must be received no later than Monday, April 16, 2018. Telephone, e-mail, or forms of communication except as in the written request described above, are not desired, and will not be accepted.

1.13.3 Written responses to the above will be mailed or sent electronically to all the submitting bidders no later than Wednesday April 18, 2018.

1.13.4 Verbal information or instructions from any source, which are not issued in writing by the ADC, will not apply to award of the Contract. Prospective Contractors are requested to state in writing those issues that may significantly affect their respective proposals.

1.14 **BIDDER’S INQUIRIES:**

The Request for Proposal provides Prospective Contractors with an overview of ADC’s requirements for a Third Party Review Program Contract. Issues not addressed to the prospective bidder’s satisfaction, or those that remain unclear to a Prospective Contractor, should be addressed as the Bidder determines in their best interest. ADC assumes no liability for any issue not addressed to the Prospective Contractor’s satisfaction, or where the ADC’s clarification does not meet the Prospective Contractor’s satisfaction.

1.15 **PRE-PROPOSAL CONFERENCE:**

A pre-proposal conference will be conducted Monday, April 16, 2018, commencing at 9:00 am at the ADC Administration Building Conference Room, 6814 Princeton Pike Road, Pine Bluff, AR 71602, limited to two (2) representatives per bidder. Prospective Contractors desiring to attend should mark the enclosed RFP Acknowledgement of Receipt Form, Attachment 3, and return it to Mr. George Wilson, Administrator of Medical/Dental Services, 6814 Princeton Pike Road, Pine Bluff, AR 71602, no later than Thursday, April 12, 2018. Only potential Responders who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Responder written questions and ADC’s written responses to those questions as well as RFP amendments, if any are issued. This will provide the bidders an opportunity to interact with ADC staff regarding the requirements of this RFP.
1.16 **RESPONSE DATE:**

To be considered for award of the Contract, ADC must receive Proposal no later than 2:30 p.m., CDT, Friday, April 20, 2018.

Prospective Contractors may submit proposals by certified U. S. Mail, Return Receipt Requested, courier delivery with receipt (e.g., Federal Express, United Parcel Service, etc.), or may hand deliver the document. Proposals received after the specified date and time will not be accepted.

1.16.1 The address for proposals submission will be:

Teresa Funderburg  
Procurement Manager  
Arkansas Department of Correction  
2403 East Harding  
Pine Bluff, AR 71601
SECTION II  PROPOSAL EVALUATION AND CONTRACT AWARD

2.0  PROPOSAL EVALUATION COMMITTEE:

2.1  The Director, Arkansas Department of Correction, will appoint an Evaluation Committee, which under the guidance of the Director will review all proposals submitted in accordance with the criteria stated in this Request for Proposal. The Evaluation Committee will rank all acceptable Third Party Review Contract proposals based on the following weighted PROPOSAL SELECTION CRITERIA:

2.1.1  Completeness of Submission (15%) – Measurement of the Contract Proposal’s inclusion of all information required by the RFP;

2.1.2  Acceptance of Conditions (15%) – Measurement of the Prospective Contractor’s acceptance of the terms, conditions, and requirements of the RFP;

2.1.3  Contractor Qualifications (20%) – Measurement of the Prospective Contractor’s professional and organizational qualifications necessary to successfully complete the Contract as required. Consideration will include:
   a) Prior experience in the requirements listed in the RFP,
   b) Qualifications of Prospective Contractor personnel associated with the Contract,
   c) Financial status of the organization, and
   d) Professional references for the Prospective Contractor’s organization and key personnel.

2.1.4  References (15%)  Demonstration of the Prospective Contractor’s recent experience performing work closely related to the Scope of Work defined in this RFP, attested by the Prospective Contractor’s references:
   a) References are from organizations utilizing Performance Improvement, Peer Review, Utilization Review, and Case Management services, and are not personal references.
   b) Contracted services closely related to those described in this RFP were provided to the respondent within the last three years.
   c) References are dated within six months prior to the proposal submission date,
   d) The provided reference organizations have been contacted by the Evaluation Committee and confirmed:
1) That the Contract Bidder successfully performed work of a similar nature to that detailed in this RFP;

2) That the Contract Bidder met all obligations under the agreement with the respondent in regard to the quality of work, completion date, and agreed upon dollar amount;

3) That the Contract Bidder and all staff conducted themselves in a highly professional and ethical manner

2.1.5 **Professional Merit (20%)** – Measurement of the relative soundness and quality of the services and professional content of the proposal. Consideration will include:

a) Record systems to be used,

b) Professional knowledge and experience in correctional health care systems intricacies,

c) Soundness of the stated program approach,

d) Timeliness of the proposed program implementation, and

e) Technological knowledge and sophistication in the theory and application of Performance Improvement, Peer Review, and Utilization Review services.

2.1.6 **Cost (15%)** – Measurement of the reasonableness and amount of the cost quoted for the services required by the RFP.

2.1.7 Based on these evaluations, the Evaluation Committee will determine which Proposal is in the best interest and provides the most value for the State and ADC.

2.1.8 The Evaluation Committee may require bidding organizations to make oral presentations to the Committee, describing their Contract Proposals, in order to highlight, clarify, and respond to questions raised by the Committee.

2.2 Upon completion of the Evaluation Committee’s determinations, the Committee will confidentially present its findings and recommendations regarding award of the Third Party Review Contract to the Director, Arkansas Department of Correction.

2.3 Once approved by the Director, the Evaluation Committee will make their recommendation to the Board of Corrections for final approval.

2.4 The selected contractor will be notified once the Board of Corrections has made their decision.

2.5 ADC reserves the right to negotiate with the selected Prospective Contractor to secure an acceptable Contract Program cost for each of the seven, one-year contract periods, July 1, 2018 – June 30, 2025. Should negotiations with the recommended Bidder break down, ADC reserves the right to contact and negotiate with the next highest ranked bidder(s).
2.6 Final award of the contract is contingent upon approval by the Board of Corrections and review by the Arkansas Legislative Council. Further negotiations may become necessary. Should negotiations be unsuccessful, ADC reserves the right to contact and negotiate with the next bidder recommended by the Board of Corrections.

2.7 The ADC Medical Services Administrator will notify all Bidders who submitted an acceptable written response to the RFP of the selected Contractor. Notification will be in writing. Section 5.3, DISPUTES AFTER AWARD, of this RFP, explains resolution of disputes regarding Contract award or Contract award procedures by Contractors who were not selected for award of the Contract.

2.8 This RFP, along with any exceptions proposed by the successful bidder and accepted by ADC, will become the working document for the contract. Signatures of the legal representatives of ADC and the successful bidder will attest both to the cost bid, and acceptance of the RFP, with approved exceptions, as the working document.
SECTION III – REQUEST FOR PROPOSAL

3.0 WORK STATEMENT

3.1 INTRODUCTION

The ADC recognizes the need for review and evaluation of the quality of patient care provided, on a regular basis. ADC has accepted this responsibility, and has implemented a Third Party Quality Review Program (“Third Party Review Program”), consisting of Performance Improvement (PI), Peer Review (PR), Utilization Review (UR), and Case Management Review activities. The Program serves as a system to monitor the health care services provided to ADC’s incarcerated population, and to measure compliance with the requirements of the Health Services Agreement by ADC’s Contracted Medical Vendor. The primary goals of the Third Party Review Program are:

3.1.1 To achieve, maintain, and improve the quality of health care services provided to ADC inmates, consistent with standards of care as established by the American Correctional Association, state and federal law, rules, and regulations, and in accordance with the terms of the Medical Vendor Contract;

3.1.2 To assure that health care services provided are reasonable and necessary, and are accomplished in a cost effective manner; and,

3.1.3 To enhance independent accountability of health care services compliance by the Contracted Medical Vendor.

3.2 In order to achieve the above objectives, ADC has established a Health Care Services - Third Party Quality Review Program, consisting of the following specific Program components:

3.2.1 A quarterly retrospective analysis of ADC’s Contracted Medical Vendor’s Utilization Review Program of health care services planned and provided. The analysis includes an evaluation of:

   a) The medical necessity and reasonableness of care and treatment provided;
   b) The appropriateness of the setting where care and treatment were provided;
   c) The adequacy and effectiveness of cost containment efforts by the Vendor;
   d) Contracted Provider compliance with established Utilization Review criteria;
   e) An evaluation of follow-up evaluation and treatment as recommended by higher levels of care or specialists; and
   f) An evaluation of compliance with Department policy-specific guidelines used in making Utilization Review decisions.

3.2.2 A quarterly retrospective analysis of ADC’s Contracted Medical Vendor’s Performance Improvement Program. The analysis should include measurements of adherence to ADC Policies and Procedures governing:
3.2.3 A quarterly retrospective analysis of ADC’s Contracted Medical Vendor’s Peer Review Program, which should include measurements of adherence to ADC’s Policies and Procedures governing:

a) Credentialing of Professional Health Care Providers employed or sub-contracted by the Contracted Medical Vendor, who are assigned to provide services at Regional, Site, or temporary and part-time positions:

b) An analysis of the credentialing process used by the Contracted Medical Vendor for sub-contracted health care providers practicing within an ADC facility, including statistical results of the credentialing process.

c) An analysis of the credentialing process used by the Contracted Medical Vendor for “Non-Professional” Health Care Services and administrative employees working within an ADC facility or the ADC Central Office, including statistical results of the credentialing process.

3.2.4 Preparation and submission of a quarterly report of the evaluation of the quarterly analysis of the Third-Party Quarterly Review Program within forty-five days of the end of each audit of each quarter of each Fiscal Year.

3.3 SPECIAL REQUIREMENTS:

Throughout the duration of the Third Party Review Professional Services Agreement, the Contractor will provide clinical case review as requested by ADC. Topics requiring review may include:

3.3.1 A determination of the reasonableness and medical necessity of care provided in a clinical case;

3.3.2 A determination of the appropriate utilization of health care services;

3.3.3 A determination of appropriate evaluation and care, follow-up, and referral, with appropriate timeliness throughout the continuum of care; and

3.3.4 Compliance with generally accepted standards of care in the Arkansas and correctional communities.
3.4 **Bid Process:**

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP on ADC website and Newspaper</td>
<td>04/05/2018</td>
</tr>
<tr>
<td>Acknowledgement of Receipt Form, Attachment 3, due</td>
<td>04/12/2018</td>
</tr>
<tr>
<td>Pre-proposal conference</td>
<td>04/16/2018</td>
</tr>
<tr>
<td>Commencing 9:00 a.m., ADC Administration Building</td>
<td></td>
</tr>
<tr>
<td>Conference Room, 6814 Princeton Pike, Pine Bluff, Arkansas</td>
<td></td>
</tr>
<tr>
<td>(Limited to two representatives per bidder)</td>
<td></td>
</tr>
<tr>
<td>Questions accepted</td>
<td>thru 04/16/2018</td>
</tr>
<tr>
<td>ADC responses to inquiries</td>
<td>thru *04/18/2018</td>
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<tr>
<td>(No phone questions or answers)</td>
<td></td>
</tr>
<tr>
<td>Proposal due date</td>
<td>04/20/2018</td>
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<tr>
<td>Oral Presentations, if requested by Evaluation Committee</td>
<td>*04/23/2018 thru *05/01/2018</td>
</tr>
<tr>
<td>Committee evaluates proposals</td>
<td>* 04/23/2018 thru *05/01/2018</td>
</tr>
<tr>
<td>Committee recommendations sent to Board</td>
<td>*05/02/2018</td>
</tr>
<tr>
<td>Notification of anticipation to award contract</td>
<td>Upon Board Approval</td>
</tr>
<tr>
<td>Commence Services</td>
<td>*07/01/2018</td>
</tr>
</tbody>
</table>

*Anticipated dates*
SECTION IV - FISCAL CONSIDERATION

4.0 PROSPECTIVE CONTRACTOR PRICING:

4.0.1 Consideration for meeting the requirements, terms, and conditions of this RFP will be reflected within the firm prices quoted by the Prospective Contractor in Attachment 1, Proposal Cost/Signature Page.

4.0.2 The Prospective Contractor is required to furnish price quotations as follows:

a) Section A. Quote for the cost for the quarterly retrospective analysis of ADC’s Contracted Medical Vendor’s Utilization Review (UR) Program.

b) Section B. Quote for the cost for the quarterly retrospective analysis of ADC’s Contracted Medical Vendor’s Performance Improvement and Peer Review Programs.

c) Section C. Quote for the cost for Clinical Case Reviews. The Contractor will submit a listing of standard cost factors such as physician reviewer time, non-physician reviewer time, travel, and other expenses.

4.0.3 Prospective Contractors will certify the amounts quoted by notarized signature of the Contractor organization official who has the authority to bind the Contractor to the cost quoted.

a) ADC and the State of Arkansas will accept the cost quotes of the selected Contractor as firm for the duration of the Contract, including all renewal periods, July 1, 2018 through June 30, 2025.

b) The state will not negotiate contingency price increases due to inflation or other reasons.

c) Do not include State or local sales taxes in the bid price.

4.0.4 It is therefore the sole responsibility of the Prospective Contractor to determine an appropriate cost necessary to perform all services as specified within this RFP.

4.1 PROGRAM COMPENSATION:

4.1.1 The Contractor will submit an invoice of services performed upon each quarterly completion and submission of the work specified, or completion of each Clinical Case Review. The invoice will denote the service category and applicable cost quote as per Attachment 1, Proposal Cost/Signature Page.

4.1.2 The ADC Health Services Administrator will authorize payment within 10-15 working days after receipt of the invoice by ADC.
4.2. **NEGOTIATIONS:**

As provided in this RFP, and within state regulations, discussions may be conducted by ADC with responsible bidder(s) who have submitted proposals to the Committee that have a reasonable likelihood of selection for award of the contract.

4.3. **AUTHORIZATION TO BEGIN CONTRACT:**

4.3.1 Implementation of the ADC Third Party Review Program Contract for the period July 1, 2018 through June 30, 2025 is subject to approval by the Director, Arkansas Department of Correction, Board of Corrections’, and funding made available by the General Assembly of the State of Arkansas.

4.3.2 To secure an acceptable program ADC reserves the right to negotiate with the selected Contractor within ninety (90) days prior to the expiration of a current contract period.
SECTION V – GENERAL CONTRACTUAL ITEMS

5.0 TERMS AND CONDITIONS

5.1 GENERAL:

This Contract shall be governed by the terms and conditions stated hereunder and applicable laws of the State of Arkansas, as interpreted by the Arkansas Attorney General. The Contract to be entered into as a result of this RFP will be a Professional/Consultant Services Contract. Hereinafter, the term “State” (capitalized) shall be any governmental entity of the State of Arkansas having responsibility for any aspect of this Contract.

5.2 SPECIFIC:

5.2.1 STATE’S RIGHT TO CHANGE CONTRACT

ADC may at any time, by a written order, make changes within the general scope of the Contract, such as the addition or deletion of services. If any such change is made, causing an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Contract, whether changed or not changed by any such order, a mutually satisfactory adjustment shall be made to the contract price or delivery schedule or both. Any claims by a Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of ADC notification of changes.

5.2.2 CANCELLATION AND TERMINATION RIGHTS OF ADC

a) For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.

b) For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.

c) If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a
claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

5.2.3 If this Contract is terminated as provided herein, ADC, in addition to any other rights provided by law, will require the Contractor to deliver to the State, in the manner, and to the extent directed by the State, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated.

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

5.3 DISPUTES AFTER AWARD

5.3.1 Except as otherwise provided in the Contract, any question of fact arising under the Contract, which is not disposed of by agreement, shall be decided by the Director of ADC, who shall reduce their decision in writing, and mail, or otherwise furnish a copy thereof, to the Contractor. The decision of the Director shall be final and conclusive. Pending final decision of dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract. Pending such final decision, the Contractor shall not be paid any additional charges, which may be in dispute.

5.3.2 This “Disputes” paragraph does not preclude consideration of questions of law in connection with decisions provided for above, provided that nothing in the Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

5.4 ATTORNEY FEES

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, in the event ADC prevails, the contractor agrees to pay all expenses of such action including attorney fees and costs at all stages of litigation. Legal action shall include administrative proceedings.

5.5 SOLICITING AGENTS

The Contractor must warrant that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the Contract without liability, or at its discretion, to deduct from the
Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.6 **STATEMENT OF LIABILITY**

The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from:

5.6.1 The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.

5.6.2 The Contractor’s liability for damages to the State will be limited to the value of the Contract. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney’s fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, indirect or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney’s fees awarded by a court in addition to damages after litigation based on the Contract.

5.6.3 Language in these terms and conditions **must not** be construed or deemed as the State’s waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

5.7 **LITIGATION**

In the event that any civil proceeding is commenced against the Contractor, its employees, or any personnel contracted through the Contractor to provide services under this Agreement, resulting from or arising out of any act or omission in connection with services provided under this Agreement, said defendants may not seek representation from the Arkansas Attorney General’s Office.

5.8 **NOTICE OF LEGAL ACTION**

Any notice of legal action that pertains to the Contractor, its employees, or other personnel provided by the Contractor in performing work required by ADC, will be
referred to the Contractor as specified by the Contractor’s administrative procedures. The State or ADC will not act on behalf of the Contractor on the handling of any legal action notification. The contractor must notify ADC, in writing, of any legal actions filed related to performance of this contract, and subsequently the outcome of that action.

5.9 **STATUS OF THE CONTRACTOR**

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the State. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the State of Arkansas.

5.10 **COOPERATION AMONG CONTRACTORS**

ADC may undertake or award other contracts for additional or related services, and the Contractor shall fully cooperate with such other Contractors and State employees and carefully fit its own services to such additional services. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by State employees. This paragraph shall be included in the contracts of all Contractors with whom the Contractor will require to be utilized. ADC shall equitably enforce this paragraph as to all Contractors, to prevent the imposition of unreasonable burdens on any Contractor.

5.11 **CONFIDENTIALITY**

The Contractor and Contractor’s employees will be bound to all laws and to all requirements set forth in this Bid Solicitation concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

5.12 **ACCESS TO RECORDS**

5.12.1 The Contractor must maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (hereinafter collectively called the “records”) in accordance with the State law and ADC policies. “Records” include digital copies or other media that is an authentic reproduction of such “records” used for specific legal, fiscal, or administrative purposes. Copies of these documents preserved only for convenience of reference or informational purposes may be discarded when no longer needed.

5.12.2 The Contractor agrees to make available at the office of the Contractor, at all reasonable times during the period of the Contract, any of the “records” for
inspection, audit, or reproduction by any authorized representative of the State of Arkansas.

5.12.3 The Contractor shall preserve, and cause to be made available, “records” for a period of five years from the date of termination of this Contract, or for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract.

5.12.4 Records which relate to appeals under the Dispute paragraph of this section, litigations, or the settlement of claims arising out of the performance of this Contract, or cost and expenses of this Contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be preserved and made available for a period of five (5) years from the date of any resulting final disposition and settlement of any such appeals, litigation, or claims.

5.13 **FURNISHING OF FORMS**

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by ADC or the Contractor used in the performance of this Contract will become property of the State. This includes all materials completed manually, mechanically or electronically for either internal or external use. The Contractor may not release any materials without written approval of ADC.

5.14 **ASSIGNMENT OF CONTRACT**

The Contract is not assignable by the Contractor either in whole or in part, without the express written consent of ADC.

5.15 **CONFIDENTIAL INFORMATION**

5.15.1 The Contractor will be aware that all information pertaining to inmates and Department operations may be confidential, and instruct all employees of such. The Contractor will not voluntarily release or distribute any information concerning this Contract to any third party without the written consent of ADC.

5.15.2 No data, including, but not limited to medical records, mental health records, computer programs, computer files, microfilm files, manual files, and reports resulting from services specified herein may be released by the Contractor to any other party without the written consent of the State except the following, which will not apply:

a) Information which the State has released in writing from being maintained in confidence:
b) Information which at the time of disclosure is in the public domain by having been printed, published, and available to public places where such data is usually collected;
c) Information, which, after disclosure, becomes part of the public domain as above defined, through no act of the Contractor.

5.15.3 The Contractor shall instruct its employees to use the same degree of care to keep as confidential information, the business of the State, its financial affairs, its relation with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the State in writing to the Contractor as they use with similar information which the Contractor regards as confidential, and the Contractor will have an appropriate agreement with its employees to that effect.

5.16 CONTRACT EMPLOYEE REQUIREMENTS

5.16.1 All employees of the Contractor involved with delivery of services as required herein, and who must perform those duties and responsibilities on a consistent basis within Department confines, will be required to successfully pass a background investigation as a requisite for issuance of a Department identification badge. Investigation will include FBI criminal history check, and State and Local Law Enforcement criminal history background check.

5.16.2 The Contractor will ensure that employees performing services in or on Department facilities are informed that ADC reserves the right to initiate criminal and/or administrative action against those employees who violate established State or Department Rules and Regulations pertaining to employee behavior while in or on the confines of a Department facility. The Contractor should review ADC Employee Handbook and apply the contents to employee behavior, including issues concerning inmates, to the Contractor’s employee Rules and Regulations.

5.17 PROFESSIONAL WORK STANDARDS

The performance of work and services under this Contract by the Contractor shall conform to high professional standards, especially those of the National Association for Healthcare Quality (NAHQ), and the Arkansas Association for Healthcare Quality (AAHQ).

5.18 INSURANCE REQUIREMENTS

The Contractor hereby warrants that all professional personnel assigned by it to the ADC will be covered under professional liability insurance.
5.19 **CONTRACT RENEWAL**

5.19.1 Contract performance will be evaluated within ninety (90) days of the expiration of the initial twelve (12) month contract period, which is June 30, 2019. Continuation of services for each subsequent one (1) year period will require approval of the ADC Director and the Board of Corrections’. The maximum term during which ADC may contract with the Contractor before issuing a new RFP is from the effective date of the Contract through June 30, 2025.

5.20 **REPORTS AND PROJECT CONTROL**

5.20.1 ADC designates the ADC Health Services Administrator as Project Director, and will designate technical advisors to aid the Contractor and Project Director as deemed necessary. The primary responsibility of the Project Director will be to monitor and enforce adherence to the work requirements of the Contract.

5.20.2 The Contractor may elect to designate a Project Manager (see Section II. C. a., above). The designee must be of such administrative level as to respond or act on behalf of the Contractor or their interests. The Project Manager should maintain supervision of all project activities and personnel involved with the project on a daily basis. The Project Manager is required to be available directly or by notice as may be required for handling unexpected project problems.

5.20.3 As a minimum, the Contractor will be required to submit written reports on the status of the Third-Party Quality Review Program to ADC on a quarterly basis throughout the duration of the Contract. From time-to-time, ADC may request reports more frequently, and the Contractor will comply with such requests. Reports will contain the following, as a minimum:

a) Compliance with Utilization Review policies and procedures, and a Summary of Utilization Review activity, completed during the preceding quarter.

b) Compliance with Performance Improvement and Peer Review policies and procedures, and a Summary of Performance Improvement and Peer Review audit evaluation during the preceding quarter.

c) Suggested or recommended solutions to improve delivery of health care services, and processes to monitor the quality of health care delivery.

d) Any additional action requested by ADC or State, within the scope of this Contract.
5.21  **MEETINGS**

The Contractor will schedule Quarterly Third-Party Review Program meetings with the ADC Health Services Administrator, and the Medical Vendor to review PR, Peer Review, and UR activity, quarterly audits and findings, and other aspects pertinent to Third-Party Review. These meetings shall be held throughout the life of the Contract, at the discretion of the ADC Health Services Administrator.

5.22  **FORMS DEVELOPED AND USED IN CONTRACT**

All forms developed by ADC or the Contractor, used in the performance of this Contract, will become the property of the State of Arkansas. This includes all forms completed manually or by machine for either internal or external use.

5.23  **ANNUAL REPORT**

The Contractor will prepare and provide an annual Third-Party Review Program, to include PI, PR, and UM activities for each contract period. In addition to an analysis of PI, PR, and UR activities, the report should include a summary of operational accomplishments, and recommended Health Services Program and Department system enhancements to improve the delivery of health care.

5.24  **ANTICIPATION TO AWARD**

5.24.1 Once the anticipated successful Contractor has been determined, ADC will mail letters to bidders notifying them of the results.

5.24.2 The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.

5.24.3 Office of State Procurement (OSP) may waive the policy of Anticipation to Award when it is in the best interest of the State.

5.24.4 It is the Prospective Contractor’s responsibility to check the OSP website for the posting of an anticipated award.

5.25  **PAST PERFORMANCE**

5.25.1 In accordance with provisions of State Procurement Law, specifically OSP Rule RS:19-11-230(b)(1), a Prospective Contractor’s past performance with the State may be used to determine if the Prospective Contractor is “responsible”. Proposals submitted by Prospective Contractors determined to be non-responsible will be disqualified.
5.25.2 In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of offeror paragraph (b) (i) & (ii): a bidder's past performance with the state may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the bidder files.

5.26 ETHICAL STANDARDS – A.C.A. § 19-11-703 – Purchasing and Contracts – Ethics

The Prospective Contractor will agree to abide by the ethical standards described in A.C.A. § 19-11-703:

5.26.1 Public employment is a public trust. It is the policy of the state to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the state. The policy is implemented by prescribing essential restrictions against conflict of interest without creating unnecessary obstacles to entering public service.

5.26.2 Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the state procurement organization.

5.26.3 To achieve the purpose of this subchapter, it is essential that those doing business with the state also observe the ethical standards prescribed in this subchapter

5.27 PUBLIC DISCLOSURE

5.27.1 Any contract or amendment to a contract executed by a state agency which exceeds $25,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 (see Attachment 4, Contract and Grant Disclosure and Certification Form) and the Regulations pursuant thereto. The Vendor shall also require any subcontractor(s) to disclose the same information.

a) 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.

b) The failure of any person or entity to disclose information 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
(DFA) 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 ADC under the provisions of existing law. Bidders and subcontractors, if applicable, must complete the Contract and Grant Disclosure and Certification Form Attachment 4 of this Request for Proposal, and submit them with the Bidders’ Proposal.

5.28 **DISCRIMINATION**

5.28.1 The Bidder will agree or affirm to comply with the provisions of Act 954 of 1977, relating to unfair employment practices, the Bidder agrees that:

a) The Bidder does not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin;

b) In all solicitations or advertisements for employees, the Bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin;

c) The Bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute;

5.28.2 Failure of the Contractor to comply with the statute, rules and regulations promulgated by Act 954 of 1977, and this nondiscrimination clause of the RFP, shall be considered a breach of Contract and may result in cancellation, termination, or suspension of the Contract, in whole or in part;

5.28.3 The Bidder will include the provisions of this clause of the RFP in every subcontract, binding the subcontractor(s) upon such subcontractors or vendors.

5.28.4 ADC reserves the right to restrict access to any facility or sub-unit of any facility to any employee of the Contractor, any subcontractor, or other mechanism established by the Contractor in meeting the requirements of this contracted program, if such restriction is considered in the best interest of the good order of the applicable facility, sub-unit, or any facility, ADC, or the State of Arkansas.

5.29 **MINORITY BUSINESS POLICY**

5.29.1 A minority-owned business is defined by Arkansas Code Annotated § 15-4-313 as a business owned by a lawful permanent resident of this State who is African American, American Indian, Asian American, Hispanic American, Pacific Islander American, Service Disabled Veteran as designated by the United States Department of Veteran Affairs.
5.29.2 A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017, as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

5.29.3 The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor’s Certification Number should be included on the Proposal Cost/Signature Page.

5.30 **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

In compliance with A.C.A. § 19-11-104, the Office of State Procurement (OSP) is required to have a copy of the bidder’s Equal Opportunity policy prior to issuing a contract award. A copy of the Bidder’s Equal Opportunity (EO) policies must be submitted as part of the Bidder’s Proposal.

5.31 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

5.32 **RESTRICTION OF BOYCOTT OF ISRAEL**

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not, and will not boycott Israel for the duration of the contract.

5.33 **PRISON RAPE ELIMINATION ACT OF 2003 (PREA)**

The Prospective Contractor shall comply with the Prison Rape Elimination Act of 2003 (PREA). The Prospective Contractor and sub-contractors shall adhere to ‘zero tolerance’ regarding the rape or sexual abuse of inmates.
5.34 **ALTERATION OF ORIGINAL RFP DOCUMENTS**

The original language of the RFP documents as published by ADC shall not be changed or altered except by approved written addendum issued by ADC. If Bidder’s / Contractor’s submittal is discovered to contain alterations or changes to the original documents published, posted, or distributed by ADC, the Bidder’s response shall be declared as “non-responsible”, and shall not be considered for selection.

5.35 **ADDITIONAL TERMS AND CONDITIONS**

The ADC objects to, and shall not consider, any additional terms or conditions submitted by the Bidder, including any that appear in documents attached, or included as part of the Bidder’s response that conflict with mandatory terms and conditions required by law. In signing and submitting the Proposal, or Response to the RFP, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions of the RFP, including those specifying information that must be submitted with a proposal, shall be grounds for eliminating the Proposal from the contract selection process.

5.36 **CURRENCY**

All proposal pricing must be United States dollars and cents.

5.37 **LANGUAGE**

Proposals must be submitted in the English language. Proposals submitted in a language other than English, will not be considered in the contract selection process.
Proposal Cost/Signature Page – Attachment 1

Section A – Quarterly Retrospective analysis of the Contracted Health Care Services Provider’s Utilization Review Program of Health Care Services:

Cost $________________________ Per Quarter
(Based on Review of four (4) units per quarter)

Section B – Quarterly Retrospective analysis of the Contracted Health Care Services Provider’s Performance Improvement and Peer Review Programs:

Cost $_________________________ per Quarter

Section C – Clinical Case Review as requested by ADC:

Cost $_________________________ per Quarter
(Based on Review of one (1) cases per quarter)

Contractor to Submit Standard Fee Schedule

I / We attest by signature(s) below that the fiscal quotations above are true and correct, that they will remain firm and fixed for all contract periods, and reflect this contractor’s cost projection for the work requirements specified in the Arkansas Department of Correction’s Request for Proposal for Health Services Professional Services Agreement for Performance Improvement, Peer Review, and Utilization Review Services - Third-Party Quality Review Program. My signature certifies that I am an organization official who has the authority to bind the Contractor to the cost quoted.

____________________________________________
NAME

____________________________________________
TITLE

____________________________________________
DATE

Subscribed and sworn to before me on the _______ day of ____________, 20____.

____________________________________________
NOTARY PUBLIC

My Commission Expires: _______________

DATE
STATISTICS FOR CALCULATING FISCAL QUOTES – ATTACHMENT 2

The following statistics and recommended minimum sample size should be used in calculating Utilization Review Program and Case Review costs. This data is a reasonable depiction of health services utilization during past years. Actual data will be available as per specific request of a Prospective Contractor.

SECTION A: Quarterly Retrospective Secondary Care (Utilization Review) Analysis

<table>
<thead>
<tr>
<th>Secondary Care Category</th>
<th>Estimated Volume of Cases per Audit</th>
<th>Minimum (Qtly.) Sample Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Specialty Referrals</td>
<td>375</td>
<td>25</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>31</td>
<td>25</td>
</tr>
<tr>
<td>Alternative Treatment Plans</td>
<td>56</td>
<td>25</td>
</tr>
</tbody>
</table>

SECTION C: Special Case Review/Evaluation Estimated number of cases per quarter:

One (1) per quarter.
ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of the Request for Proposal – Performance Improvement, Peer Review, and Utilization Review services, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Attachment 4.

The acknowledgment of receipt should be signed and returned to Mr. George Wilson, Administrator of Medical/Dental Services, no later than Thursday, April 12, 2018, if attending the Pre-Proposal Conference. Bidders not attending the Pre-Proposal Conference must submit the acknowledgement of receipt form with their proposal. Only potential Responders who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Responder written questions and ADC’s written responses to those questions as well as RFP amendments, if any are issued.

☐ This Potential Responder does not intend to respond to this Request for Proposal.

☐ This Potential Responder intends to respond to this Request for Proposal, and the authorized signature below indicates our acceptance of all the terms and conditions as presented in the Performance Improvement, Peer Review, and Utilization Review services – RFP.

POTENTIAL RESPONDER: __________________________________________________

REPRESENTED BY: ________________________________________________________

TITLE: _________________________________            PHONE NO.: __________________

E-MAIL: ________________________________           FAX NO.: _____________________

ADDRESS: _________________________________________________________________

CITY: ______________________________       STATE: ________       ZIP: _____________

SIGNATURE: __________________________________________       DATE: ___________
CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM - ATTACHMENT 4

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

☐ Goods? ☐ Services? ☐ Both?

TAXPAYER ID NAME:

YOUR LAST NAME: F I R S T  N A M E :        M . I . :

ADDRESS:

CITY: STATE: COUNTRY: ZIP CODE: ---

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

**For Individuals**

Indicate below if you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Mark (✓)</th>
<th>Name of Position of Job Held</th>
<th>For How Long?</th>
<th>What is the person(s) name and how are they related to you?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current</td>
<td>[senator, representative, name of board/commission, data entry, etc.]</td>
<td>From MM/YY To MM/YY</td>
<td>Person’s Name(s)</td>
</tr>
<tr>
<td>General Assembly</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Constitutional Officer</td>
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</tr>
<tr>
<td>State Board or Commission Member</td>
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<td></td>
</tr>
<tr>
<td>State Employee</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ None of the above applies

**For a Vendor (Business)**

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity:

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Mark (✓)</th>
<th>Name of Position of Job Held</th>
<th>For How Long?</th>
<th>What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current</td>
<td>[senator, representative, name of board/commission, data entry, etc.]</td>
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<td>State Employee</td>
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</tr>
</tbody>
</table>
Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor’s Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency. As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

   Failure to make any disclosure required by Governor’s Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature___________________________________________Title____________________________Date_____________________Vendor Contact Person_____________________________Title____________________________Phone No._____________

Agency use only

Agency Number____________________Agency Name________________Agency Contact Person________________Agency Phone No.________________Agency or Grant No.________________