



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

## **REQUEST FOR APPLICATION**

<b>SOLICITATION INFORMATION</b>			
RFA Number:	<b>DH-21-0006 (RFA)</b>	RFA Issued:	<b>September 09, 2020</b>
Sub-Grant Description:	The purpose of this Request for Application (RFA) is to identify and award a <i>National Advanced, Award-Winning Medication Therapy Management (MTM) Certificate Training Program</i> who has demonstrated experience working with pharmacy teams in the Arkansas Delta Counties and their pharmacies to continue our work with Arkansas Delta Community Pharmacies Advanced Medication Therapy Management (MTM) Certificate Training Project in the areas of diabetes, hypertension, and hyperlipidemia. <b>Please note: This RFA is not for direct patient care services or online platforms.</b>		
Agency:	AR Department of Health – Center for Health Advancement-Chronic Disease Prevention and Control Branch		

<b>APPLICATION DEADLINE</b>	
Application Deadline Date/Time:	<b>Wednesday, September 30, 2020 4:00 PM CDT</b>
Application <b>shall not</b> be accepted after the designated date and time. It is the responsibility of bidders to submit applications at the designated location on or before the deadline. Applications received after the deadline <b>shall</b> be considered late and <b>shall</b> be returned to the bidder without further review.	

<b>DELIVERY OF RESPONSE DOCUMENTS</b>	
Sealed applications may be mailed, or hand delivered to the following locations:	
Mailing Address:	Arkansas Department of Health Attn: Daniel McNutt 4815 W Markham Street, Slot #58 Little Rock, AR 72205  Delivery providers, USPS, UPS, and FedEx deliver mail to ADH's street address on a schedule determined by each individual provider. These providers will deliver to ADH based solely on the street address.
Physical Address	Arkansas Department of Health Contract Support Section 4815 W Markham Street, L156 Little Rock, AR 72205
Response's Outer Packaging:	Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If outer packaging of response submission is not properly marked, the package may be opened for identification purposes. <ul style="list-style-type: none"><li>• RFA number</li><li>• Application Date/Time</li><li>• Applicant's name and return address</li></ul>

ARKANSAS DEPARTMENT OF HEALTH CONTACT INFORMATION			
Issuing Officer:	Daniel McNutt	Phone Number:	501-280-4631
Email Address:	<a href="mailto:Daniel.McNutt@arkansas.gov">Daniel.McNutt@arkansas.gov</a>	Fax Number:	501-280-4474
ADH Website:	<a href="http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx">http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx</a>		

## SECTION 1 – PROGRAM OVERVIEW

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

### 1.1 PURPOSE

- A. The purpose of this Request for Application (RFA) is to identify and award a *National Advanced, Award-Winning Medication Therapy Management (MTM) Certificate Training Program* who has demonstrated experience working with the Arkansas Delta Community Pharmacies to continue our 1815 grant work with pharmacy teams on the ongoing Arkansas Delta Community Pharmacies Advanced MTM Certificate Training Project in the area of diabetes, hypertension, and hyperlipidemia. **Please note: This RFA is not for providing direct patient care services or online MTM platforms for direct patient care.**

### 1.2 BACKGROUND

- A. The continuation of the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project is aimed at increasing the engagement of non-physician team members (Pharmacists and Pharmacy Technicians) as health care extenders in hypertension (HTN) and diabetes management in local community pharmacies, healthcare systems, and worksites. Awardee shall continue to implement the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project. This Project uses local pharmacy teams (i.e. pharmacist and pharmacy technician) to address key national heart disease and stroke indicators and to implement behavioral approaches for controlling high blood pressure, high cholesterol, diabetes, and other cardiovascular risk factors at worksites and in community environments.

### 1.3 GRANT PERIOD

- A. The anticipated period **shall** be from July 1, 2020 through June 30, 2021.
- B. The initial term of a resulting sub-grant will be for one (1) year. Upon mutual agreement between the applicant and the agency, the sub-grant may be renewed for up to six (6) additional one-year terms or portions thereof contingent upon appropriation of funding and approvals.
- C. Total contract term, including any amendments and/or possible extensions, not to exceed seven (7) consecutive years.

### 1.4 AVAILABLE FUNDING

- A. Maximum amount of funding is \$399,900.00 to a single recipient.
- B. Funding is contingent upon review and acceptance of application.
- C. Funds **must** be used in accordance with the budget provided.
- D. ADH reserves the right to determine allowable and non-allowable costs.
- E. Prior to award, ADH may increase the amount of funding in efforts to maximize program support. Recipient(s) **must** submit a revised budget worksheet reflecting changes.

**1.5 ELIGIBILITY & FUNDING REQUIREMENTS**

Only one application will be awarded and funded.

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

- A. Applicant must be a *National Advanced, Award-Winning Medication Therapy Management Training Certificate Program* with experience working with Arkansas Delta Pharmacist and Pharmacy tech teams utilizing manuals, workflows, processes, and patient handouts.
- B. Applicants must have experience working with community pharmacies in the Arkansas Delta, pharmacy teams including pharmacy technicians in an Arkansas worksite, Arkansas Federally Qualified Health Center (FQHCs), and be able to provide dates and scope of work.

**1.6 BUDGET & JUSTIFICATION**

A. Applicant **must** complete the budget worksheet provided as a separate excel file and will not be included in the scoring of applications.

B. Recipient(s) **shall** be reimbursed for allowable expenses only. Allowable expenses are those approved by ADH within the budget's itemized listing.

**1.7 ISSUING OFFICER**

The ADH contact name listed on page one is the sole point of contact throughout this solicitation.

**1.8 RFA OPENING LOCATION**

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

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

**1.9 DEFINITION OF REQUIREMENT**

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

B. Applicant may request exceptions to NON-mandatory items. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

**1.10 DEFINITION OF TERMS**

The issuing officer has made every effort to use industry-accepted terminology in the competitive bid and will attempt to further clarify any point or item in question. The following acronyms will be used throughout the document.

<b>ACPE</b>	Accreditation Counsel for Pharmacy Education	<b>EHR</b>	Electronic Health Record
<b>ADCES</b>	Association of Diabetes Care & Education Specialists	<b>FQHCs</b>	Federally Qualified Health Centers
<b>ADA</b>	American Diabetes Association	<b>JNC</b>	Joint National Committee
<b>ADH</b>	Arkansas Department of Health	<b>MTM</b>	Medication Therapy Management
<b>AHA</b>	American Heart Association	<b>OSP</b>	Office of State Procurement
<b>ATP</b>	Adult Treatment Panel	<b>PDC</b>	Percentage of Days Covered
<b>CDC</b>	Center for Disease Control	<b>PTT</b>	Pharmacy Tech Teams
<b>CMR</b>	Comprehensive Medication Review	<b>RFA</b>	Request for Application
<b>CPA</b>	Collaborative Practice Agreement		
<b>DSMES</b>	Diabetes Self-Management Education and Support		

## 1.11 APPLICATION INSTRUCTIONS

### A. Original Application Packet

#### 1. Application Submission Requirements

- a. Applicants **shall** provide one (1) original hard copy of the Application Packet clearly marked as "Original" and **must** include:
  - Original signed Application Signature Page
  - Agreement and Compliance Pages (if applicable)
  - Proposed Subcontractors Form
  - Response to the Information for Evaluation section included in the Application Packet
  - Other documents and/or information as may be expressly required in this solicitation. Label documents and/or information so as to reference the solicitation's item number.
- b. The application **must** be in the English language.

#### 2. The following items should be submitted with the original Application Packet:

- Signed Addenda, if applicable
- Copy of Illegal Immigrant Certification <https://www.ark.org/dfa/immigrant/index.php/user/welcome>
- Business Associate Agreement (AS-4001)

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

### B. Budget Worksheet

1. The Budget Worksheet, including the hard copy and electronic copy, should be separately sealed from the Application Packet and should be clearly marked as "Budget".
2. An applicant **should not** include any budget information in the hard copies or electronic copies of the Application Packet.
3. Budget **must** be proposed in U.S. dollars and cents.

### C. Additional Copies and Redacted Copy of the Application Packet

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

1. Additional Copies of the Application Packet
  - a. Three (3) complete hard copies (marked "COPY") of the Application Packet.
  - b. One (1) electronic copy of the Application Packet, preferably on a flash drive. CDs will also be acceptable.
  - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
  - d. If ADH requests additional copies of the response, the copies **must** be delivered within the timeframe specified in the request.
2. One (1) redacted copy (marked "REDACTED") the original Application Packet, preferably on a flash drive. A CD will also be acceptable. (See Proprietary Information.)

**1.12 ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that applicants adhere to the following format and suggestions when preparing their response.
- B. Responses to the Information for Evaluation section of the Application Packet should be labeled to reflect the corresponding item/question (Example: E.1.A)
- C. The original Application Packet and all copies should be arranged in the following order.
  - Original signed Application Signature Page
  - Agreement and Compliance Pages
  - Proposed Subcontractors Form
  - Response to the Information for Evaluation section included in the Application Packet
  - Signed Addenda, if applicable
  - Other documents and/or information as may be expressly required in this Solicitation. Label documents and/or information to reference the Solicitation's item number.

**1.13 CLARIFICATION OF SOLICITATION**

- A. Any questions requesting clarification of information contained in this RFA must be submitted in writing via email by **4:00 p.m.**, Central Time on or before **September 17, 2020** to the ADH issuing officer as shown on page two (2) of this RFA.
  1. For each question submitted, applicant should reference the specific solicitation item number to which the question refers.
  2. Applicants' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the ADH website by the close of business on **September 22, 2020**.
- B. Applicants may contact the issuing officer with non-substantive questions at any time prior to the application deadline.
- C. Oral statements by ADH **shall not** be part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by ADH.

**1.14 APPLICATION SIGNATURE PAGE**

- A. An official authorized to bind the vendor(s) to a resultant Sub-Grant **must** sign the Application Signature Page included in the Application Packet.
- B. Applicant's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the response to be disqualified:
  - Additional terms or conditions submitted intentionally or inadvertently
  - Any exception that conflicts with a requirement of this RFA

**1.15 AGREEMENT AND COMPLIANCE PAGES**

- A. Applicant **must** sign all agreement and compliance pages relevant to the solicitation document. The agreement and compliance pages are included in the Application Packet.
- B. Submission of applicant and applicant's signature on these pages **shall** signify agreement to and compliance with all requirements within the solicitation and application.

**1.16 PRIME CONTRACTOR RESPONSIBILITY**

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

**1.17 FUNDING ESCALATION**

- A. ADH may increase funding throughout the duration of the contract.
- B. Recipient **must** provide a revised budget reflecting the increase. ADH **shall** have the right to require additional information pertaining to the increase.
- C. ADH **must** approve of all budget revisions.

**1.18 PROPRIETARY INFORMATION**

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

**1.19 CAUTION TO RECIPIENT(S)**

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

**1.20 REQUIREMENT OF ADDENDUM**

- A. This solicitation **shall** be modified only by an addendum written and authorized by ADH.
- B. An addendum posted within three (3) calendar days prior to the application deadline and **shall** extend the due date and may or may not include changes to the Solicitation.
- C. The applicant **shall** be responsible for checking the ADH website, <http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx> for any and all addenda up to bid opening.

**1.21 QUALIFICATION AND AWARD PROCESS**

- A. Successful Recipient(s) Selection  
The ranking of recipients **shall** be determined by the total score each application receives during evaluation.
- B. Anticipation to Award

1. Once the anticipated successful recipient(s) have been determined, the anticipated award notification will be emailed to all applicants and/or posted on the ADH website.
2. The anticipated award will be for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day period.
3. ADH **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the applicant's responsibility to check email and/or the website for the notification of an anticipated award.

C. Issuance of a Contract

1. Any resultant sub-grant of this **shall** be subject to State approval processes which may include Legislative review.
2. The issuing officer will be responsible for award and administration of any resulting sub-grant.

**1.22 MINORITY BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> 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.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the Application Signature Page.

**1.23 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a sub-grant, selected recipients **must** have a current certification on file with ADH stating that they do not employ or contract with illegal immigrants.
- B. Recipients **must** complete their certification at <https://www.ark.org/dfa/immigrant/index.php/user/welcome>.

**1.24 RESTRICTION OF BOYCOTT OF ISRAEL**

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

**1.25 CERTIFICATION REGARDING LOBBYING**

- A. The applicant will comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to

influence a federal official/employee in connection with awarding of any federal contract, sub-grant, loan or cooperative agreement for an award in excess of \$100,000.

### 1.26 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- A. The recipient, as a lower tier recipient of federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions).
- B. By signing and submitting this application package, the applicant(s) understands and agrees, as defined in 45 CFR Part 76, and certifies to the best of its knowledge and belief that it and its principals:
  - Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department of agency.
  - Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

### 1.27 **PAST PERFORMANCE**

An applicant's past performance with the State may be used to determine if the applicant is "responsible." Responses submitted by applicant determined to be non-responsible **shall** be disqualified.

### 1.28 **PUBLICITY**

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this requirement may be cause an applicant to be disqualified.

### 1.29 **PRIVACY & SECURITY REQUIREMENTS**

The Contractor **shall**:

1. At all times comply with the requirements of the Arkansas Personal Information Protection Act and any other State/Federal laws, regulations, rules, and policies regarding the privacy and security of information.
2. Provide for physical and electronic security of all Protected Health Information generated or acquired by the contractor in implementation of the contract, in compliance with Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and consistent with the Business Associate Agreement executed between the parties.
3. Prior to award, the contractor **must** sign a Business Associate Agreement.

### 1.30 **RESERVATION**

The State will not pay costs incurred in the preparation of an application.

## **SECTION 2 – APPLICANT REQUIREMENTS**

- responses to items in this section unless specifically and expressly required.

### **SCOPE OF WORK**

The continuation of the Arkansas Delta Community Pharmacies Advanced MTM Certificate Training Project is aimed at increasing the engagement of non-physician team members (Pharmacists and Pharmacy Technicians) as health care extenders in hypertension (HTN), diabetes, and hyperlipidemia management in local community pharmacies, healthcare systems, and worksites. Awardee shall continue to implement the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project. This Project uses local pharmacy teams (i.e. pharmacist and pharmacy technician) to address key national heart disease and stroke indicators and to implement behavioral approaches for controlling high blood pressure, high cholesterol, diabetes, and other cardiovascular risk factors at worksites and in community environments.

This Project is a systems change approach that promotes the use of pharmacist as non-physician members of the health care team to improve health outcomes by brokering a partnership between worksites, communities, pharmacies, and primary care providers. The aim of this project is to train local pharmacists to provide diabetes, heart disease, and



other chronic disease assessments, counseling, and medication therapy management for individual residents and employees at identified worksites in targeted counties. This Project trains pharmacy technicians to work with both pharmacy customers and employees from local worksites as active members of the clinical pharmacy team. Identified employees and customers will meet on a regular basis with the Pharmacist and Pharmacy Technician.

Awardee shall sustain current Arkansas Delta pharmacy teams working on the project and recruit additional pharmacist and pharmacy technician teams to participate in the Project and conduct cardiovascular risk assessments, counsel in lifestyle management (healthy eating to include the dash diet, physical activity, and tobacco cessation), provide medication therapy management services for high blood pressure, diabetes, and high cholesterol medications, and promote patient self-management of hypertension and diabetes. The pharmacist/pharmacy technician teams shall also provide feedback to the patient's health care provider including recommendations for medication changes according to Joint National Committee (JNC), American Diabetes Association (ADA) and Adult Treatment Panel (ATP) guidelines when patients are not at target blood pressure, blood glucose, and cholesterol goals.

Awardee will continue the work with the current worksite from fiscal year 2 of the 1815 grant of the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project and will add an additional worksite each fiscal year of the 1815 grant.

### **Collaborative Practice Agreement Work**

The purpose of this work is to formalize team-based care relationships already established through medication management of the Project. The awardee shall work with Project Pharmacy sites to establish at least one collaborative practice agreement (CPA), also known as Disease State Management Protocol, approved by the Arkansas Board of Pharmacy. To help facilitate CPA implementation, the awardee shall offer Accreditation Counsel for Pharmacy Education (ACPE) and Board-approved educational programming (e.g., disease-state training, management education) as outlined by the Arkansas Rules and Regulations 09-01 and requested by participating MTM Advanced Training pharmacy sites. Disease State Management and Medication Therapy Management communication between pharmacies and providers will be evaluated, and team-based care members will be surveyed to determine the impact of CPAs on patient care. The awardee will also evaluate and compare recommendation attempts and acceptance in CPA pharmacies to non-CPA pharmacies, with the initial hypothesis that necessary medication changes will be accepted more frequently in the CPA sites.

### **RECIPIENT REQUIREMENTS**

- A. Applicants must be the creator of a *National Award-Winning Advanced Medication Therapy Management Training Certificate Program* and hold the intellectual property rights to an ACPE accredited advanced training program for pharmacist and pharmacy technicians.
- B. Applicants Advanced MTM Training Certificate Program must include education targeted toward increasing pharmacy team engagement in patient care with a focus on increasing patient self-management of diabetes, hypertension, hyperlipidemia, and other chronic disease states.
- C. Applicants Advanced MTM Training Certificate Program must include implementation solutions for introducing clinical services in pharmacy workflow and provide protocols for pharmacy and pharmacy technician roles.
- D. Applicants must have experience in providing training across the nation and be able to provide evidence of these trainings and the number of pharmacy tech teams trained.
- E. Applicants must have experience in training pharmacy teams in Arkansas and be recognized for the training services they provide in the state. National pharmacy training experience and faculty appointed at an accredited College of Pharmacy is also preferred.
- F. Applicants Advanced MTM Training Certificate Program must demonstrate efficacy through improving Comprehensive Medication Review completion rates and improved patient-percentage of days covered (PDC) scores through EQuIPP platform from pharmacies who have been previously trained. Data on demonstrated efficacy should be available on request.
- G. Applicants must provide list of awards received on their Advanced MTM Certificate Training Program.
- H. Applicants Advanced MTM Training Certificate Program must include patient handouts teaching how to effectively shift all non-clinical activities to the pharmacy technicians thus empowering them to take control of the MTM program and function as community health workers or pharmacist extenders within their scope of practice.
- I. Applicants must demonstrate how to effectively incorporate MTM advanced training into their daily workflow and apply clinically minded verification of prescriptions.
- J. Applicants must be able to provide examples of continuing education for community pharmacists and pharmacy tech teams.
- K. Applicants are recommended to have experience with live sessions and be able to give examples on how this was utilized in the training.

- L. Applicants must demonstrate their national ranking in their first quarter of their training program and be able to demonstrate ranking improvement within one year.
- M. Applicants must be able to provide MTM competition rates as it improves patient care and patient outcomes.
- N. Applicants must provide a list of other states across the Nation where they provided training.
- O. Applicants shall supply a list of speaking invitations and any recognitions they have received on their Advanced MTM Certificate Training Program.
- P. Applicants shall provide a list of associations and collaborations they are involved with, along with any news articles about their National Advanced Medication Therapy Management Certificate Training Program.
- Q. Applicant must utilize Blackboard in their training curriculum.
- R. Applicant must have vast knowledge and experience with data collection and analysis.
- S. Applicant must have experience working on the CDC 1815 Grant for diabetes and heart disease.
- T. Applicant shall demonstrate work towards Collaborative Practice Agreements in Arkansas.

### **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. The table below, *Performance Standards* identifies expected deliverables, performance measures, or outcomes, and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

### **Program Deliverable 1:**

Implement National Advanced, Award-Winning MTM Certificate Training Project

**Performance Indicator:** To increase the engagement of non-physician team members as health care extenders in hypertension and diabetes management in local community pharmacies and worksites.

- Recruit and identify pharmacy teams to participate in the Project and placed at Delta Pharmacy Sites.
- Provide an advanced, award-winning MTM Training Certificate Program of an Accredited Council for Pharmacy Education (ACPE) for pharmacists and pharmacy technician roles.
- Provide a specialized training course in an individual or group setting.
- Maintain relationships and provide Technical Assistance to pharmacy sites in the Delta.
- Provide access to and deliver the of specialized protocols for MTM services; including all protocols, forms, patient handouts for engaging Underserved Communities Adherence Program for patients in the Arkansas Delta region to all participating pharmacy sites.
- Provide unlimited, immediate access to the MTM training and clinical material available on the awardees Blackboard Member's Sites to one pharmacist and one pharmacy technician from each participating pharmacy sites.

- Recruit and enroll at least one worksite in the Project within the participating Health Districts to collaborate with the pharmacy sites and implement the worksite health portion of the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project at the worksite.
- Ensure that pharmacy teams assist participating worksite with screenings to identify the qualifying patients (minimum of 35 patients per participating worksite). Patients must be at least 18 years of age, not pregnant and receiving prescriptions or refills of medication for high blood pressure or high cholesterol and diabetes.
- Develop action plans for recruitment and increasing patient numbers, to maintain an annual average of 40-75 patients per site (total number of 750 patients). Patients must be at least 18 years of age, not pregnant and receiving prescriptions or refills of medication for high blood pressure or high cholesterol and diabetes at participating pharmacy.
- Integrate the National Million Hearts Initiative “Team Up Pressure Down” within each participating pharmacy site and the “Million Hearts Hypertension Control: Action Steps for Clinicians” within each participating worksite.
- Ensure that participating pharmacy sites schedule at least one appointment per month with each patient via face-to-face, telephonic, individual, or group sessions.
- Provide patient education resources in the form of patient handouts, smartphone applications, patient-centered websites, and/or video presentations for educational and disease state self-management sessions.

**Acceptable performance:**

- Written progress report due the 15th of each month
- Plans and materials shared as they are developed to pharmacy sites
- Timely delivery of presentation materials and quality improvement tools
- Positive feedback from pharmacy team participants
- Demonstrated gain in knowledge from trainings
- Technical assistance with implementation of Project
- Submission of notes from meetings and/or call with partners
- Utilize and maintain a clinical data system for enrolling patients for the duration of the contract. Collect and complete all electronic forms per encounter with patient. Tracking should include the following:
  - Monitoring and documenting patient’s blood pressure on each encounter including baseline;
  - Monitoring and documenting readings from patient’s monthly blood pressure log at each monthly encounter;
  - Monitoring and documenting readings from patient’s monthly blood glucose log at each monthly encounter;
  - A1C levels at least twice annually, including baseline. If laboratory values are unobtainable, awardee must document that an effort was made to obtain them; and
  - Most recent cholesterol laboratory values and annual cholesterol laboratory values thereafter. If laboratory values are unobtainable, awardee must document that an effort was made to obtain them.
- Participate in monthly calls with ADH Program Management staff to provide progress updates on program implementation.
- Submission of quarterly reports are due in accordance to ADH’s fiscal year and are due on:
  - October 15<sup>th</sup>
  - January 15<sup>th</sup>
  - April 15<sup>th</sup>
  - June 15<sup>th</sup>
  - \* Note that if the contract award date does start with a full quarter, then state the first report as the “initial report” not first quarter report\*
- Submit quarterly reports utilizing the Word document reporting tool provided by Department to include the following:
  - Number of pharmacy sites enrolled during that quarter;
  - Number of worksites enrolled during that quarter;

- Total number of individuals that participated in the project (reporting data must quantify “new” versus “continuing” patients);
  - Number of patients with high blood pressure in adherence to medication regimens;
  - Number of patients with diabetes in adherence to medication regimens;
  - Number of patients with high blood pressure that have a self-management plan;
  - Number of patients with high blood pressure that know their goal blood pressure as defined by the 2017 ACC/AHA Hypertension Guidelines;
  - Number of patients with known high blood pressure who have achieved blood pressure control;
  - Number of patients with known high blood pressure who are engaged in blood pressure self-monitoring;
  - Number of patients with diabetes with A1C greater than 9;
  - Number of patients with diabetes that know their goal A1C as defined by ADA 2020 Standards of Care in Diabetes and in collaboration with their primary care provider;
  - Number of patients with diabetes who are at or below their goal A1C;
  - Number of patients with diabetes that know their goal fasting blood glucose;
  - Number of patients with diabetes who know what to do in the case of hypoglycemia;
  - Number of patients with diabetes who are engaged in blood glucose self-monitoring;
  - Number of patients with Atherosclerotic Cardiovascular Disease (ASCVD), diabetes, or other compelling indication for statin therapy who is currently taking appropriate statin therapy as defined by the 2018 ACC/AHA Cholesterol Guidelines update.
- Submission of spreadsheet for the performance indicators in Excel format and report these data and monthly progress to ADH by the 20th of each month. The ADH team will review monthly data and narrative submissions, provide feedback and discuss findings with awardee monthly to ensure progress for this project. The performance and activity of these project will be reported back to CDC.
  - Submission of a detailed final report is due by June 29, 2021. **Final Report must include the following:**
    - a. Number of pharmacy sites that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project;
    - b. Number of worksites that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project;
    - c. Number of individuals that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project;
    - d. Number of pharmacies in selected counties with policies or systems to encourage a multi-disciplinary team approach to blood pressure control;
    - e. Number of health systems and pharmacies in selected counties with policies or systems to encourage a multi-disciplinary team approach to A1C control;
    - f. Number of adults that participated in the Arkansas Delta Pharmacies Advanced Medication Therapy Management Certificate Training Project with high blood pressure in adherence to medication regimens;
    - g. Number of adults that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project with diabetes in adherence to medication regimens;
    - h. Number of adults that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project with high blood pressure that have a self-management plan;
    - i. Number of adults that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project with high blood pressure that know their goal blood pressure as defined by the 2017 ACC/AHA Hypertension Guidelines;

- j. Number of adults that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project with known high blood pressure who have achieved blood pressure control;
- k. Number of adults that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project with high blood pressure who engaged in blood pressure self-monitoring;
- l. Number of adults that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project with diabetes with A1C greater than 9;
- m. Number of adults that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project with diabetes that know their goal A1C as defined by the ADA 2019 Standards of Care in Diabetes and in collaboration with their primary care provider;
- n. Number of adults that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project with diabetes who are at or below their goal A1C;
- o. Number of adults that participated in MTM Delta Health project with diabetes that know their goal fasting blood glucose;
- p. Number of adults that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project with diabetes who know what to do in the case of hypoglycemia;
- q. Number of adults that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project with diabetes who are engaged in blood glucose self-monitoring;
- r. Number of adults that participated in the Arkansas Delta Pharmacies Advanced MTM Certificate Training Project with ASCVD, diabetes, or other compelling indication for statin therapy who is currently taking appropriate statin therapy as defined by the 2018 ACC/AHA Cholesterol;
- s. Number and percentage of community pharmacist that promote medication/self-management including medication adherence for adults with hypertension;
- t. Number of pharmacy locations using patient care processes to promote medication management/DSMES for people with diabetes;
- u. Number and percentage of patients with hypertension in adherence to medication regimens;
- v. Number and percentage of patients with diabetes in adherence to medication regimens;
- w. Monthly meetings and ad hoc meetings between recipient and ADH Chronic Disease Prevention and Control Branch (CDPCB) to provide for MTM delivery, data collection, and the development of Collaborative Practice Agreements (CPAs);
- x. Number of pharmacist who provide MTM services to promote medication self-management and lifestyle modification for patients with high blood cholesterol. \* required by CDC
- y. Number of pharmacy completed program review reports, program reviews, submission of data spreadsheet, submission of report of the Project.
- z. Notes from meetings and/or call with partners;
- aa. Feedback from statewide Pharmacy Site Participants

Performance Standards		
Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Reporting	Provide progress & status reports by established deadlines	Failure to provide reports by established deadline may result in payment delay, below standard VPR rating, and/or contract cancellation.

### **SECTION 3 – CRITERIA FOR SELECTION**

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

#### **3.1 APPLICATION SCORE**

- A. ADH will review each Application Packet to verify submission requirements have been met. Application Packets that do not meet submission requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed evaluation committee will evaluate and score qualifying applications. Evaluation will be based on applicant's response to the Information for Evaluation section included in the Application Packet.
1. Members of the evaluation committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each evaluation criteria will be based on the following Scoring Description.

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

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

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

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

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Subject Knowledge	25	35	350
E.2 Communication/Technical Assistance	25	15	150
E.3 Organization	15	15	150
E.4 Past Experience	20	35	350
<b>Response Score</b>		<b>100%</b>	<b>1000</b>

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

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

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

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

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

### 3.2 **ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Applicant **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of an Application Packet signifies the applicant understands and agrees that subjective judgments will be made during the evaluation and scoring of the responses.

## **SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS**

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

**4.1 PAYMENT AND INVOICE PROVISIONS**

- A. All invoices **shall** be forwarded to: **Jim Chandler**  
**Arkansas Department of Health**  
**4815 W. Markham Street, Slot 6**  
**Little Rock, AR 72205**
- Final invoices **must** be submitted to (ADH) within thirty (30) calendar days of contract expiration.
- B. Pursuant to Arkansas Code Annotated 19-4-206, the agency **shall** certify that services have been performed or the goods received prior to payment being authorized and processed.
- C. Additional documentation may be required when submitting invoices for payment.

**4.2 USE OF FUNDS**

- A. Funds **must** be used to meet requirements of the sub-grant.
- B. Funds may not be used for items not identified on the budget with a budget adjustment request and/or prior approvals.

**4.3 CONDITIONS OF CONTRACT**

- A. Recipient(s) **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Recipient(s) **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

**4.4 STATEMENT OF LIABILITY**

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

**4.5 RECORD RETENTION**

- A. The applicant **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, for a period of five (5) years from the date this sub-grant expires, or



if an audit is pending at the end of the five-year period, until resolution of the audit. Department access to all books, records, and other documents will be according to the procedures outlined in Section VIII, A, of this sub-grant. HIPAA-related records will be retained for a minimum of six (6) years from the date of sub-grant expiration.

#### 4.6 **ACCESS TO RECORDS**

The recipient will grant access to its records upon request by duly authorized representatives of state or federal government entities. Access will be given to any books, documents, papers, or records of the recipient related to any services performed under the sub-grant.

#### 4.7 **CONFIDENTIALITY**

- A. The applicant, applicant's subsidiaries, and applicant's employees **shall** be bound to all laws and to all requirements set forth in this bid solicitation concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this bid solicitation may contain additional confidentiality Requirements.

#### 4.8 **CONTRACT INTERPRETATION**

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

#### 4.9 **LEGISLATIVE REVIEW**

- A. Act 1032 of 1999 specifies that no state agency shall award any discretionary sub-grant that exceeds \$10,000.00 prior to review by the Arkansas Legislative Council or the Joint Budget Committee.
- B. If the state agency determines that an emergency exists, the state agency may award the sub-grant prior to review and shall immediately notify the Legislative Council or Joint Budget Committee as to the facts constituting the emergency.
- C. All non-discretionary sub-grants are exempt from review.
- D. Certain discretionary sub-grants are exempt from review. These include:
  - sub-grants to another governmental entity such as a state agency, public educational institution, federal governmental entity or body of a local government
  - disaster relief sub-grants
  - sub-grants identified by the Arkansas Legislative Council to be exempt
  - sub-grants deemed to contain confidential information that would be in violation of disclosure laws
  - sub-grants for scholarship or financial assistance award to or for a post-secondary student

#### 4.10 **CANCELLATION**

- A. **For Cause.** The State may cancel any contract resulting from this solicitation for cause when the recipient fails to perform its obligations under it by giving the recipient written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the recipient in writing of the reasons why the State is considering cancelling the contract and provide the recipient with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. **For Convenience.** The State may cancel any contract resulting from the solicitation by giving the Recipient written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the recipient has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the recipient may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

**4.11 SEVERABILITY**

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

**SECTION 5 – STANDARD TERMS AND CONDITIONS**

- ***Do not provide responses to items in this section.***
1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
  2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of an application or any and all applications, to waive minor technicalities, and to award the sub-grant to best serve the interest of the State.
  3. **APPLICATION SUBMISSION:** Application Packets **must** be submitted to the Arkansas Department of Health on or before the date and time specified. The Application Packet **must** contain all documents, information, and attachments as specifically and expressly required in the solicitation. The application **must** be typed or printed in ink. The signature **must** be in ink. Unsigned applications **shall** be disqualified. The person signing the application should show title or authority to bind his firm in a contract. Late applications **shall not** be considered under any circumstances.
  4. **FORCE MAJEURE:** Neither party will be held responsible for the delay or failure to perform any part of this sub-grant when such delay or failure to perform any part of this sub-grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
  5. **STATE AND FEDERAL LAWS:** Performance of this sub-grant by the recipient and the Department **must** comply with state and federal laws, rules, and regulations. If any statute or regulation is enacted which requires changes in this sub-grant, the recipient will receive notification of the required changes. This sub-grant shall then be amended.
  6. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** The recipient will comply with all applicable provisions of the following federal regulations related to nondiscrimination, both in service delivery to clients and in employment, including, but not limited to, the following:
    - Title 45 Code of Federal Regulations
      - Part 80 (Nondiscrimination on the Basis of Race or Sex)
      - Part 84 (Nondiscrimination on the Basis of Handicap)
      - Part 90 (Nondiscrimination on the Basis of Age)
    - Americans with Disabilities Act of 1990, U.S.C. Section 12101 et. Seq.
    - Title 28 Code of Federal Regulations
      - Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services)
    - Title 41 Code of Federal Regulations
      - Part 60-74 (OFCCP: Affirmative Action Regulations on Handicapped Workers)ADH will furnish a copy of these regulations to the recipient upon request.
  7. **CONFIDENTIALITY OF CLIENT RECORDS:** The recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian, or legal representative.
  8. **LIMITATION OF THE DEPARTMENT'S OBLIGATION TO PAY:** The Department is not obligated to make payment under this sub-grant if the Department does not receive sufficient monies from the funding source(s) designated in this sub-grant to fund said obligations and other obligations of the Department, or is not given legal authority from the Arkansas Legislature to expend these funds. The Department is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.
  9. **PAYMENT FROM DEPARTMENT CONSIDERED PAYMENT IN FULL:** Payment received from the Department under this sub-grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.

10. **AUDIT REQUIREMENT:** For awards in excess of \$750,000.00 a current audit report is due. Recipient shall comply with the ADH audit requirements as outlined in Arkansas Department of Health "Audit Guidelines."

Arkansas Department of Health  
Internal Audit Section  
4815 West Markham Street, Slot 54  
Little Rock, AR 72205-3867

11. **DEPARTMENTAL RECOVERY OF FUNDS:** The Department shall seek to recover funds not utilized in accordance with the terms and conditions of this sub-grant.
12. **AMENDMENTS:** Any amendment to this sub-grant shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the Arkansas Department of Health. Recipient and Department acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this agreement and that this writing constitutes the entire agreement.
13. **AWARD:** Term Contract: A contract award will be issued to the successful recipient. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
14. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.
15. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
16. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
17. **CLAIMS:** Only those claims for costs and services specifically authorized under this sub-grant will be allowed by the Department. Any work performed, material furnished, or costs incurred not covered by this sub-grant shall be solely the responsibility of the Recipient.
18. **CANCELLATION:** In the event the State no longer needs the commodities or services specified for any reason (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

**NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

19. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
20. **ETHICAL STANDARDS:** Pursuant to Arkansas Code Annotated §19-11-708(a-c), it **shall** be breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.
21. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Application Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
22. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.