



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

INVITATION FOR BID

Bid Number:	DH-22-0020	Solicitation Issued:	06/15/2022
Description:	Cervical Cytology Services		
Bid Opening Date:	06/27/2022	Bid Opening Time:	2PM Central Time
ARKANSAS DEPARTMENT OF HEALTH CONTACT INFORMATION			
Name:	Steve McDonald	Phone:	501-280-4594
		Email:	Steve.McDonald@arkansas.gov
MAILING ADDRESS:		BID OPENING LOCATION:	
Arkansas Department of Health Attn: Steve McDonald 4815 West Markham Street, Slot 58 Little Rock, AR 72205		Arkansas Department of Health Attn: Steve McDonald 4815 West Markham Street, Room L157 Little Rock, AR 72205	

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Arkansas Department of Health (ADH) prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the ADH office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

BIDDER INFORMATION			
Company Name:	_____		
Name (type or print):	_____	Title:	_____
Address:	_____		
City:	_____	State:	_____ ZIP Code: _____
Telephone Number:	_____	Fax Number:	_____
E-Mail Address:	_____		
Signature: <i>Use ink only.</i>	_____		
Business Designation (check one):	Individual [] Partnership []	Sole Proprietorship [] Corporation []	Public Service Corp [] Government/ Nonprofit []

ILLEGAL IMMIGRANT CONFIRMATION

By signing and submitting a response to this CB, 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.

ISRAEL BOYCOTT RESTRICTION CONFIRMATION

By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

Prospective Contractor does not and will not boycott Israel.

SECTION 1 - GENERAL INSTRUCTIONS & INFORMATION

1.1 PURPOSE

This competitive bid is issued by the Arkansas Department of Health (ADH) – Women’s Health Section to obtain pricing and contract for tasks involving the supplies, shipping, receiving, processing, interpretation and reporting of liquid-based Pap tests and high-risk HPV DNA specimens utilizing the most current technology and compliant with national standards. Two ADH programs are included: BreastCare and Women’s Health.

1.2 BACKGROUND

The Arkansas Department of Health Women’s Health program promotes and provides preventative health clinical services as well as family planning, and prenatal healthcare. The BreastCare Program also provides breast and cervical cancer screening and diagnostic services for eligible Arkansas women. Clients may be eligible for free cancer screenings under the BreastCare Program if the client meets any of the following criteria:

- Lives in Arkansas
- Is 21 to 64 years old and needs cervical and/or breast cancer screenings
- Has a household income at or below 250% of the federal poverty level
- Does not have health insurance
- Has insurance, needs diagnostic tests and meets criteria for financial barrier

1.3 TYPE OF CONTRACT

Any resulting contract **will** be a one (1) year **TERM** contract from the date of award. Upon mutual agreement by the contractor and agency, the contract may be renewed on a year-to-year basis, for up to **six (6)** additional one year terms or a portion thereof. In no event **shall** the total contract term be more than **seven (7)** years.

1.4 ISSUING OFFICER

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

1.5 DEFINITION OF REQUIREMENT

- A. The words “**must**” and “**shall**” signify a requirement of this solicitation and that contractor’s agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any requirement in this *Bid Solicitation*, whether submitted in the contractor’s bid or in subsequent correspondence, **shall** cause the contractor’s bid to be disqualified.
- C. Contractor 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.

1.6 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.

ADH: Arkansas Department of Health
CB: Competitive Bid

1.7 SIGNATURE PAGE

- A. An official authorized to bind the contractor(s) to a resultant contract **must** sign the solicitation document.
- B. Contractor’s signature on this page **shall** signify contractor’s agreement with all requirements within the document and that either of the following **shall** cause the contractor’s bid to be disqualified:
1. Additional terms or conditions submitted intentionally or inadvertently.
 2. Any exception that conflicts with a requirement of this *Bid Solicitation*.

1.8 SUBCONTRACTORS

Subcontractors will not be allowed.

1.9 PRICING

- A. All charges **must** be included on the Official Bid Price Sheet and **must** include all associated costs (including but not limited to delivery, freight etc.) for the goods or services being bid.
- B. Do not include sales taxes in pricing.
- C. Bid pricing **must** be valid for 90 days following the bid opening.
- D. Failure to complete and submit the Official Bid Price Sheet **shall** result in disqualification.
- E. All pricing **must** be in United States dollars and cents and limited to two (2) decimal places.

1.10 PRIME CONTRACTOR RESPONSIBILITY

- A. The Prospective Contractor who signs this bid **shall** serve 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.

1.11 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. Information **shall** be open to public inspection under the Freedom of Information Act (FOIA).
- C. A copy of non-redacted documents, with the exception of financial data (other than pricing), shall be released in response to any request made under the Arkansas freedom of Information Act (FOIA).

1.12 CAUTION TO VENDORS

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

1.13 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by ADH.
- B. An addendum issued within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.

1.14 AWARD CRITERIA AND RESPONSIBILITY

- A. This competitive bid **shall** be awarded to the lowest responsible, responsive bidder on an all or none basis.
- B. Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Competitive Bid and the laws of the State of Arkansas.
- C. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review and approval.
- D. ADH will be responsible for award and administration of any resulting contract
- E. Women's Health: Award shall be made on the "**COST PER TEST**" bid cost basis, to the lowest responsible, responsive bidder. See Official Bid Sheet.

F. BreastCare: The vendor **must** accept the amount reimbursed by the patient's insurance or Medicaid as payment. Program is billed if patient does not have any third party coverage. Vendor agrees to this statement by signature on first page of bid submission.

Bids must meet or exceed all defined specifications for both BreastCare and Women's Health. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

1.15 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses.
- B. Per Arkansas Code Annotated § 15-4-303, a minority-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons, and a minority is defined as 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
- C. Per Act 1080 of the 91st General Assembly Regular Session 2017, a women-owned business is defined 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.
- D. Check certification type:
 African American Hispanic American American Indian Asian American
 Pacific Islander American Service Disabled Veteran Women-Owned
- Arkansas minority-owned or women-owned Certification Number _____

1.16 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, ADH is required to have a copy of the anticipated contractor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award.
- B. EEO Policies may be submitted as a hardcopy accompanying the solicitation response.
- C. The submission of an EEO Policy to ADH is a one-time requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying EEO Policies upon request to other State agencies that must also comply with this statute.
- D. Prospective contractors who are not required by law to have an EEO Policy **must** submit a written statement to that effect.

1.17 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with ADH stating that they do not employ or contract with illegal immigrants.
- B. Vendor(s) **must** complete their certification at <https://www.ark.org/dfa/immigrant/index.php/user/welcome> and should submit a hardcopy in response to this solicitation.

1.18 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:
1. A company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
 2. Contracts with a total potential value of less than \$1,000.
- C. By checking the designated box on the first page of this bid, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.19 CONFIDENTIALITY

- A. The contractor, contractor's subsidiaries, and contractor's employees **shall** be bound to all laws and requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.
- D. "Section 20-13-819 (c): "All information shall be treated in a manner consistent with all state and federal privacy requirements, including without limitation, the federal Health and Portability and Accountability Act of 1996 privacy rule, 45 C.F.R. Section 164.512(i)."

1.20 PAST PERFORMANCE

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

1.21 TECHNOLOGY ACCESS

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

1.22 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Prospective Contractor's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at:

<http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.23 PUBLICITY

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

1.24 RESERVATION

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

1.25 PRIVACY & SECURITY REQUIREMENTS

- A. 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.
- B. Prior to award, the contractor **must** sign a Business Associate Agreement.

1.26 VENDOR PERFORMANCE REPORTS (VPR)

- A. Vendor Performance Reports **shall** be utilized whenever the contractor is in default of the contract terms as outlined in this CB.
- B. Upon notification of the VPR, the contractor **shall** promptly take all corrective actions to be in compliance with the contract terms. The agency and the contractor **shall** work together during the contractor's resolution of any non-compliance issue.
- C. The contractor is hereby notified that non-compliance of the VPR may under certain circumstances be considered a (30) day cancellation if it is so stated in the VPR notice to the contractor issued by ADH.

SECTION 2 - MINIMUM REQUIREMENTS

2.1 SCOPE OF WORK

The purpose is to solicit competitive bids from laboratories which are qualified to facilitate the delivery of quality cervical cytology services for the Arkansas Department of Health (ADH). The successful vendor will perform all tasks involving the processing, interpretation and reporting of liquid-based Pap tests and high-risk HPV DNA specimens utilizing the most current technology compliant with national standards.

All cytology services will be performed in an efficient and coordinated manner for women receiving cervical cytology services by the ADH Women's Health and BreastCare programs. Test numbers indicated in this solicitation are estimated and subject to increase/decrease depending on the number of clients served.

2.2 CERTIFICATIONS

Vendor **must** be certified prior to bid submission and should submit a Certification and/or documentation with the bid document, or when requested, prior to awarding by ADH acknowledging the following:

- A. Physicians **must** have a valid, unencumbered medical license. A copy should be included with bid submission or provided upon request from ADH prior to awarding.
- B. Vendor **must** be certified in cytopathology testing, with the expertise to provide FDA approved Pap Testing capabilities for two public health programs (BreastCare and Women's Health) with separate program requirements. Test specimens will be received from (95) ADH local health unit sites and other BreastCare providers in Arkansas.
 - 1. Cervical cytology screening with ThinPrep® Liquid Based Pap test for approximately 48,000 (Women's Health) family planning, maternity and BreastCare patients annually.
 - 2. Cervical cytology screening with Thin Prep® Liquid Based Pap test, with HPV High Risk Testing for ASC-US for approximately 5,000 (Breast Care) clients annually:
 - a. Performing HPV High Risk reflex testing for ASC-US Pap.
 - b. Specifically identifies type of HPV 16 and HPV 18 while concurrently detecting the presence of at least one of the remaining (12) high risk types (31, 33, 35, 39, 45, 51, 52, 56, 58, 59, 66 and 68).

Note: Vaginal specimens should not be submitted for HR HPV testing.
- C. Upon IFB submission, the vendor **must** submit a copy of licensure from the Center for Medicare/Medicaid Services (CMS).
- D. The vendor should submit with the bid submission, or when requested by ADH, prior to the awarding, documentation showing Cervical Cytology Service for the past three (3) years or more, with a minimum of

200,000 specimens annually for the last three (3) calendar years.

NOTE: Failure to supply required certifications and to acknowledge the requirements listed above in the vendor's System Requirements **Shall** disqualify the vendor's bid submittal from further consideration.

2.3 **VENDOR REQUIREMENTS**

A. **VENDOR PERSONNEL**

1. All Pathologists/Cytopathologists **must** have CLIA certificate, medical licenses, Medicare and NPI numbers and board certifications, which **must** include:
 - a. Names and credentials for each cytotechnologist should be submitted with this bid or provided to ADH when requested, prior to awarding, who are certified by the American Society of Clinical Pathologist's Board of Registry to handle the Breast Care specimens and must have passed GYN proficiency testing.
 - b. Vendor will retain on staff a minimum of two (2) board certified pathologists at all times.

B. **VENDOR SUPPLIES**

1. Vendor will provide an initial supply and a continual automated replenishment of the following supplies for processing: liquid-based Pap kits, HPV collection devices, specimen containers and mailers, prepaid-postage mailing envelopes.

C. **VENDOR TRANSPORTATION REQUIREMENTS**

1. All costs of transporting specimens for screening from ADH (95) local health units and BreastCare providers to the laboratory and providing reports electronically to ADH local health units and Breast Care providers are to be borne by the vendor.
2. Vendor arranged transportation utilized for Pap test specimens must be United Parcel Service (UPS) or Federal Express (FedEx) or a nationwide guaranteed overnight delivery service is required should the above two (2) not be available.
3. Vendor must indicate the general mode necessary to forward the specimens from ADH in order to accommodate the turn-around schedule. Indicate both the standard mode and any alternative mode and the circumstances that will necessitate each. Arranged transportation must have capability to track specimens electronically if needed.

Transportation Mode: _____

Alternative Mode: _____

NOTE: ADH COURIER SERVICE **WILL NOT** BE UTILIZED TO TRANSPORT ANY SPECIMEN OR ANY TESTING ITEM RELATED TO THIS INVITATION FOR BID OR RESULTING CONTRACT.

D. **SPECIMEN DELIVERY REQUIREMENTS**

1. The Pap/HPV specimens will be submitted directly to the vendor by Arkansas Department of Health (ADH) local health units and other BreastCare providers.
 - a. Specimens must be delivered to the laboratory within 24 hours via transportation arranged by the vendor.
 - b. Vendor must accept specimens until the last day of the contracting period and must process those specimens received within one week.
 - c. The Medical Director for Women's Health Section or BreastCare Nursing Coordinators has the authority to require the surrender of any specimen of an ADH client for review of laboratory findings. Failure of the vendor to surrender any such specimen will be considered a breach of the contract and will result in termination of the contract.

2.4 **AUDIT REQUIREMENT**

Vendor shall comply with policies and procedures of the Arkansas Department of Health and all state and federal laws.

2.5 **COMPUTER SYSTEM REQUIREMENTS**

A. The laboratory **must** have a HIPAA secured automated computer system providing a site/link to a system which provides access (24 hours per day, 7 days a week).

B. The system **must** be computer accessible to transmit and access patient Pap test data in (95) Local Health Units (LHU) and other office sites and access **must** be provided to authorized personnel at those sites. The system must be a HL7 and file transfer capable computer system that:

1. Provides access for each individual site to register patient, input all patient fields as defined in this bid document
2. Provides selection of specific test
3. Provides selection of patient program type
4. Provides selection of specific program (or program fund) to be billed
5. Provides direct billing of insurance carriers or Medicaid
6. Generates claims to be printed and mailed to BreastCare
7. Provides a unique printed barcode lab for each specimen
8. Provides the equipment for each site to print barcodes and labels for specimens
9. The system must also produce electronic cytology, histology and statistical data reports as requested by ADH Women's Health and ADH BreastCare
10. The system must provide access to test results to each of the individual sites
11. The system must provide other program required reports of laboratory logs, monthly statistics and invoices
12. The system must provide each individual site the ability to order supplies, display supply order and current inventory
13. Must have technical and customer assistance available Monday-Friday and provide ADH personnel training if requested.

B. SPECIFIC BREASTCARE COMPUTER REQUIREMENTS:

1. The successful vendor will provide technical assistance with installation of computer software or utilization of computer system for Breast Care providers.
2. The successful vendor will provide other technical assistance as necessary for BreastCare staff and providers.

C. SPECIFIC WOMENS HEALTH COMPUTER REQUIREMENTS:

1. The successful vendor will provide technical assistance with installation of computer software or utilization of computer system for ADH Local Health Unit sites, ADH offices and contracted providers.

NOTE: ADH maintains all legal rights to any data placed on any data processing system covered by this contract. The data is to be used for ADH only and to be provided to ADH during the term of the contract and at the conclusion of the contract in a format specified by ADH.

2.6 PERFORMANCE STANDARDS

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

PERFORMANCE STANDARDS		
Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Clinical Reporting Requirements	Specimens must be processed, and clinic reports prepared and returned electronically within three (3) working days.	Failure to provide reports by established deadline may result in payment delay, below standard VPR rating, and/or contract cancellation.
Provide data and invoice reports as required	Data and invoice reports will be submitted to the ADH as outlined in the Invitation to Bid document	Failure to provide reports by established deadline may result in payment delay, below standard VPR rating, and/or contract cancellation.
Quality Control Program	There must be a well-defined, documented, continuous quality control program.	Failure to provide reports by established deadline may result in payment delay, below standard VPR rating, and/or contract cancellation.

2.7 REPORTING REQUIREMENTS:

A. The following reporting requirements are for both programs unless indicated otherwise.

1. Specimens must be processed, and clinic reports prepared and returned electronically within three (3) working days of receipt of the specimen by the vendor being HIPPA compliant.
2. All reports will be automated electronic cytological reports.
3. All reports are required to be based on the current **Bethesda System of Terminology**.
4. Continuing education (documentation to be provided annually in March and provided at any other time upon ADH request) of a minimum of one (1) hour per month or a total of 12 hours annually for each cytotechnologist.
5. Vendor's cytotechnologists screen a maximum of 100 gynecologic specimens in one day (24 hour period – irrespective of the site or laboratory).
6. The daily re-examination by the Cytopathologist or a qualified supervisor of a minimum of ten percent (10%) of all reports of negative Pap tests.
7. Any discrepancy between the original examination report and the reexamination must be documented. Two programs will be utilizing this service based on an as needed basis. (1) BreastCare and (2) Women's Health.

B. BREASTCARE/WOMEN'S HEALTH REPORTING:

1. Automated electronic cytological reports **will** include:
 - a. A statement of specimen adequacy
 - b. A general categorization of the diagnosis
 - c. The descriptive diagnosis including cellular inflammatory changes, presence of endocervical cells, Atrophic Alterations, Cellular Inflammatory Alterations, Trichomonas, Monilia, HPV, Herpes, Actinomyces, Haemophilus Vaginalis, Herpes Simplex, Chlamydia, Gardnerella, and Bacterial Vaginosis.

C. BREASTCARE (ONLY)

1. The vendor will provide to the ADH BreastCare program on a daily basis, an electronic ASCII (American Standard Code for Information Interchange) file in the appropriate file layout. The electronic ASCII file will be transferred to the ADH specified FTP (File Transfer Protocol) location daily and the filename will

- be: the name of the laboratory + (month, year and day). A data backup disk or flash drive must be created and maintained by the vendor for two years.
2. A computer printout of workloads per two-week interval or per pay period will be generated. Each printout will list the name of each Cytotech with his/her total number of cases screened, total number of hours worked, number of cases screened per hour and the error rate of each Cytotechnologist. The error rate of each Cytotech must include the number of false negative reports and the failure to report the presence of other cellular components. These printouts will be submitted to the BreastCare Nursing Coordinators on a semi-annual basis. (January through June due July 15th and July through December due January 15th).
 3. There must be an external 'blind specimen' quality control review program for BreastCare Pap tests. A minimum of 7% of Pap specimens will be reviewed monthly according to BreastCare's specifications. These will include specimens picked at random and/or other specimens of interest, along with the known medical history--to be sent for comparison screening to a licensed and accredited cytology laboratory selected by the vendor. The name and address of the laboratory selected to be used by the vendor in comparison screening must be submitted in writing.
 4. The selected laboratory will be totally independent and in no way connected with the laboratory of the vendor. Clear documentation of this monthly comparison screening, along with the comparison cytology reports, will be kept on file at the laboratory of the vendor.
 5. The vendor will bear the expense of this external quality review program.
 6. A summary report of the BreastCare clients will be submitted to the BreastCare Program Nursing Coordinators annually, due each July 15th.

D. PROVIDE DATA REPORTS AS REQUIRED OR REQUESTED BY BREASTCARE PROGRAM

1. Monthly Summary Report - A monthly summary report of statewide figures **must** include the number of Pap reports for the current month, year-to-date tabulation and previous month's year-to-date tabulation by cytology diagnosis.
2. Abnormal Summary Report - A weekly list of patients by clinic name which were diagnosed other than negative or unsatisfactory (abnormal summary report). This list must include the lab number, patient's name, date collected, date reported, and cytology diagnosis results. This electronic report will be sent to the BreastCare Program Nursing Coordinators.
3. Percentage Statistics Report By Clinic Name - A monthly summary report by clinic site to include the total number of tests and percentages of all cases reported according to Pap categorization and those considered "unsatisfactory" must be submitted.
4. Endocervical Cell Statistics Report - A monthly report of percentages of endocervical cells versus no endocervical cells present by collector by clinic site.
5. Statistics Report By Diagnosis And Age - Annual report of Paps by age, race and Pap diagnosis - by site and agency total. Annual statistical report by percentage of total, by diagnosis, and age group. Annual report of unduplicated number of users who obtain a Pap test.
6. Vaginal Test Report - monthly report of vaginal specimens with no history of dysplasia or cervical cancer or no current history of symptoms.
7. Liquid-Based Pap Report - monthly report of liquid-based Pap tests that were performed less than every three years with no history of dysplasia or cervical cancer or no history of symptoms.

Note: Notification of all BreastCare Pap results including Pap results of LGSIL, ASC-H, AGC, HGSIL, CIS, Squamous Cell Carcinoma and AEC (Atypical Endocervical Cells) will be e-mailed to the Regional Care Coordinator on the day of diagnosis.

E. WOMEN'S HEALTH REPORTING (ONLY)

1. The vendor **will** provide to the Family Planning Local Health Unit sites the results of Pap tests on a daily basis. The system **must** meet the requirements through a vendor's HIPAA secured automated computer system.
2. The system **must** be computer accessible to transmit and access patient Pap test data in (95) Local Health Units (LHU) and other office sites. Access **must** be provided to authorized personnel at those sites.
3. The system **must** be a HL7 and file transfer capable computer system.

4. A computer printout (electronic media) will be generated which tracks the accuracy of individual Cytotech 'negative' reports, including the presence or absence of other cellular components (e.g. Endocervical Cells, Monilia, Trichomonas, Cellular Inflammatory changes, Gardnerella, Actinomyces, Herpes, Condyloma), when compared to the findings on the quality control daily random reexamination of these specimens by the Cytopathologist or qualified supervisor. In addition, a computer printout which documents the daily reexamination by the Cytopathologist of a minimum of 10% of all negative specimens, and of all abnormal PAP reports will also be generated. Each of these reports will be submitted to the ADH Women's Health Section Chief on a semi-annual basis (January-June due July 15th and July-December due January 15th).

F. Provide data reports as required or requested by WOMEN'S HEALTH program

1. Monthly Summary Report: A monthly summary report of statewide figures must include the number of Pap reports for the current month, year-to-date tabulation, and previous month's year-to-date tabulation by cytology diagnosis. In addition, the total number of specimens screened during the month by clinic location, listed by Region, clinic account summary by program will be included. Previous month's report is due by the 15th of the following month.
2. Abnormal Summary Report: A monthly list of patients by clinic site which were diagnosed other than negative or unsatisfactory (abnormal summary report). This list must include the lab number, patient's name, date collected, date reported, and cytology diagnosis results. Previous month's report is due by the 15th of the following month.
3. Percentage Statistics by Clinic Site: A monthly summary report by clinic site to include the total number of pap tests and percentages of all cases reported according to Pap categorization and those considered "unsatisfactory" must be submitted. Previous month's report is due by the 15th of the following month.
4. Endocervical Cell Statistics Report: A monthly report of percentages of endocervical cells versus no endocervical cells present by collector by clinic site. Previous month's report is due by the 15th of the following month.
5. Annual Report of Pap Tests: Annual report of Pap's by age, race, and Pap diagnosis - by site and agency total. Annual statistical report by percentage of total by diagnosis and age group. Annual report of the unduplicated number of patients who obtain a Pap test is due by July 15th each calendar year.
6. Abnormal results requiring immediate Report: Results of ASC-H, AGC, HGSIL, CIS, Squamous Cell Carcinoma and AEC (atypical endocervical cells) any report which the Cytopathologist interprets as suggesting a condition which requires immediate attention by the clinic), from all clinic sites must be faxed or submitted via electronic media on the day of diagnosis to the ADH Women's Health Section Program Nurse Coordinator.
7. The file must be ODBC (Open Data Base Connectivity) compliant and capable of being imported into a Microsoft compliant Database program and HL7 and file transfer capable system. An electronic ASCII file will also be transferred to the specified ADH family planning IT contact location containing the file layout specified by Women's Health Program. The file must be received by the (15th) of each month with the previous month's data. A backup disk or flash drive must be created and maintained by the vendor for one year. The vendor must also maintain a continuous quality assurance program that will investigate and resolve any discrepancy between paper and electronic data in a timely fashion. ADH then must be notified in a timely fashion that any such discrepancy has been resolved.
8. Upon completion of this contractual agreement, all final copies of the monthly and year to date semi-annual reports must be sent to the Women's Health Section of the Arkansas Department of Health.

2.8 QUALIFICATIONS, FACILITY

Standards for the physical facilities, laboratory operation, laboratory personnel, quality control practices, and vendor compliance shall conform to:

1. The accreditation requirements of the Department of Health and Human Services (DHHS) as enacted by H.R. 5471 (Clinical Laboratory Improvement Amendments of 1988).
2. DHHS Federal Registry dated Wednesday, March 14, 1990, pertaining to Revision of Laboratory Regulations.
3. Standards as required by the Arkansas Department of Health.

NOTE: In those instances where the standards of ADH are more stringent than those of DHHS, the vendor will comply with the standards of ADH.

2.9 BILLING METHOD

- A. Vendor will not invoice patients for any charges which are not reimbursed by the ADH programs or the patient's third party coverage.

B. BREASTCARE BILLING REQUIREMENTS:

Services provided under this contract will be reimbursed based on the following method:

1. BreastCare agrees to provide fee-for-service, or fixed reimbursement, as set forth in the Cervical Reimbursement Rate Tables (see website www.arbreastcare.com). These reimbursement rates are based on current 100% Medicare allowable rates and are subject to change annually. The vendor agrees to accept the amount reimbursed by BreastCare as payment in full and will not bill the patient.
2. BreastCare is the payer of last resort. All claims for patient services must be submitted within (60) days after the date of service.
3. Claims for services provided during the current fiscal year (July 1-June 30) **must** be received for payment by August 15th of the following fiscal year.
4. After the appropriate procedures have been performed, the provider **will** notify the patient and/or the ordering physician of the test results/diagnosis.

C. WOMEN'S HEALTH BILLING REQUIREMENT:

1. The vendor **will** submit invoices for payment on a monthly basis. Each invoice **must** include the total number of specimens screened during the month by clinic location, listed by Region, clinic account summary by program number, and fund type checked.
2. The monthly invoice is to be sent to the Central Office of ADH Women's Health Section. It **will** be a prerogative of the Women's Health Section to request from the vendor proof that an examination of the specimen submitted on an individual patient was performed.
3. The Medical Director of the Women's Health Section has the authority to require the surrender of any specimen of an ADH client for review of laboratory findings. Failure of the vendor to surrender any such specimen **will** be considered a breach of the contract and **will** result in termination of the contract.

2.10 BREASTCARE PERSONNEL:

1. The qualifications of all personnel will be reviewed and approved by the BreastCare Program Nursing Coordinators. Any changes in personnel subsequent to initial submittal of the list must be reported to BreastCare within ten (10) days of such change.

2.11 QUALITY ASSURANCE PROGRAM:

A. BREASTCARE QUALITY ASSURANCE PROGRAM REQUIREMENTS:

There must be a well-defined, documented, continuous quality control program. This quality control program for BreastCare will include, but not be limited to, the following components:

1. In this reexamination of specimens, the Cytopathologist or qualified supervisor must not only observe the absence of dysplasia but must also examine the specimen for the presence or absence of other cellular components such as endocervical cells, Monilia, trichomonas, cellular inflammatory changes, Gardnerella, actinomyces, herpes or condyloma. Every negative report showing changes consistent with herpes or actinomyces will automatically be reexamined by a Cytopathologist or qualified supervisor.
2. Every specimen submitted with a specific request, such as "please check for herpes", will automatically be reexamined by a Cytopathologist or qualified supervisor. All specimens diagnosed as Atypical, Low Grade SIL, High Grade SIL or Carcinoma must be reviewed, approved and signed out by the Cytopathologist. No laboratory reports will go out to any health unit on any day until the above quality control procedure has been completed for that day.

B. WOMENS HEALTH QUALITY ASSURANCE PROGRAM REQUIREMENT:

There must be a well-defined, documented, continuous quality control program. This quality control program will include, but not be limited to the following components:

1. The reexamination, daily, by the Cytopathologist or a qualified supervisor, of a minimum of ten percent (10%) of negative Pap tests. In this reexamination of specimens, the Cytopathologist or qualified supervisor must not only observe the absence of dysplasia but must also examine the specimen for the presence or absence of other cellular components such as: Endocervical cells, Monilia, Trichomonas, Cellular inflammatory changes, Gardnerella, Actinomyces, Herpes, or Condyloma.
2. Any discrepancy between the original examination report and the reexamination must be documented.
3. Every negative report showing changes consistent with Herpes or Actinomyces will automatically be reexamined by a Cytopathologist or qualified supervisor.
4. Every specimen submitted with a specific request, such as "please check for Herpes" will automatically be reexamined by a Cytopathologist or qualified supervisor.
5. All specimens diagnosed as Atypical, Low Grade SIL, High Grade SIL, or Carcinoma must be reviewed, approved, and signed out by the Cytopathologist.

6. No laboratory reports will go out to any ADH LHU on any day until the above quality control procedure has been completed for that day.

Note: Utilization of an "external blind specimen" quality control review program must be in place. This will consist of:

- a. A minimum of (60) Pap specimen cases per month. These will include specimens chosen at random and/or other specimens of interest, along with the known medical history--to be sent for comparison screening to a licensed and accredited Cytology laboratory selected by the vendor.
- b. The name and address of the laboratory selected to be used by the vendor in comparison screening must be submitted in writing prior to the "external blind side" review.
- c. The selected laboratory will be totally independent and in no way connected with the laboratory of the vendor.
- d. Clear documentation of this monthly comparison screening, along with the comparison cytology reports, will be kept on file at the laboratory of the vendor.
- e. The vendor will bear the expense of this external quality review program. Substantiating data must be sent annually to the ADH Women's Health Section Chief (due July 15th).

2.12 SPECIMEN RETENTION:

A. BREASTCARE SPECIMEN RETENTION:

1. All specimens **must** be kept for a minimal period of five (5) years. Abnormal specimens **must** be kept a period of ten (10) years. This will provide opportunities to correlate the exfoliative cytology and the histopathology with Pap specimen findings at later times.
2. BreastCare Nursing Coordinators have the authority to require the surrender of any specimen of an ADH client for review of laboratory findings. Failure of the vendor to surrender any such specimen will be considered a breach of the contract and will result in termination of the contract.
3. It will be a prerogative of BreastCare to request from the vendor proof that an examination of the specimen submitted on an individual patient was performed.

B. WOMEN'S HEALTH SPECIMEN RETENTION:

Preservation of specimens must be kept for the following specified period of time:

1. Minimum of five (5) years for normal specimens and a minimum of ten (10) years for abnormal specimens. This will provide opportunities to correlate the exfoliative cytology and the histopathology with test or specimen findings at later times.
2. Women's Health Medical Director has the authority to require the surrender of any specimen of an ADH client for review of laboratory findings. Failure of the vendor to surrender any such specimen will be considered a breach of the contract and will result in termination of the contract.
3. It will be a prerogative of the Women's Health Section to request from the vendor proof that an examination of the specimen submitted on an individual patient was performed.

2.13 CONTINUED EDUCATION:

A. BREASTCARE CONTINUED EDUCATION REQUIREMENTS:

1. The successful vendor will provide continuing medical education and/or continuing nursing education for physicians and nurses upon request by BreastCare Nursing Coordinators.
2. The successful vendor will provide in-service training for BreastCare providers when needed.

2.14 WOMENS HEALTH PERSONNEL:

- A. Retain qualified providers, Cytopathologists and Cytotechnologists, on staff to properly screen and evaluate Pap tests. Cytotechnologists must be registered by the American Society of Clinical Pathologists.
- B. Any changes in personnel subsequent to initial submittal of the list must be reported to Women's Health Program Nursing Coordinator within ten (10) days of such change.

2.15 WOMENS HEALTH TRAINING:

- A. The successful vendor will provide in-service training as necessary for ADH Clinicians and other medical and support staff in the Local Health Units and other service sites.
- B. The successful vendor will provide other technical assistance as necessary for ADH Clinicians and other medical and support staff in the Local Health Units and other service sites.
- C. The successful vendor will provide continuing medical education and/or continuing nursing education for physicians and nurses upon request by Women's Health Nursing Coordinators.

SECTION 3: BREASTCARE/WOMENS HEALTH
OBJECTIVES AND SCREENING SPECIFICATIONS

3.1 BREASTCARE OBJECTIVES:

The purpose of ADH/BreastCare (Breast and Cervical Cancer Control Program (BCCCP)) is to ensure quality breast and cervical screening, diagnosis and limited treatment for women, primarily over the age of (40), who are un-insured or underinsured, and at or below 250% of the Federal Poverty Level. This program is directed toward increasing the number of women who have mammograms and Pap tests by increasing access to breast and cervical screening services and mammography information.

The components of the BreastCare program are clinical services delivery, quality assurance, professional education, public education and recruitment, surveillance and evaluation. Screening, diagnosis, and follow-up for breast and cervical cancer are provided according to ADH policy for all eligible clients.

The Centers for Disease Control and Prevention (CDC) requires that the time from an abnormal Pap or mammogram to completion of adequate follow-up be no more than (60) days. Uninsured patients needing diagnostic or treatment services that are not covered by the program are navigated to care. Any woman who is unable to enroll in Breast Care or is ineligible may be referred to a community resource, according to where she lives in the State of Arkansas.

The successful vendor must meet the following objectives:

1. BreastCare Deliverable #1: (Attachment "A" reporting format – Section 4)
Provide processing of Pap test/HPV specimens
2. BreastCare Deliverable #2: (Attachment "B" reporting format – Section 4)
Provide accurate interpretation and reporting of Pap test/HPV results
3. BreastCare Deliverable #3: (Attachment "C" reporting format – Section 4)
Utilize an effective quality assurance program and reporting requirements
4. BreastCare Deliverable #4:
Provide training and technical assistance for health care professionals
5. BreastCare Deliverable #5:
Provide data reports as required or requested

3.2 WOMEN'S HEALTH PROGRAMS

The goal of the Arkansas Department of Health's (ADH) Title X Family Planning program is to maximize resources to provide comprehensive family planning and related preventive health services to priority populations who want and need them.

The ADH Family Planning program provides access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with Title X program requirements and nationally recognized standards of care.

The goal of the ADH Maternity program is to decrease Arkansas' perinatal morbidity and mortality by assuring availability of comprehensive perinatal health services to women in the state of Arkansas. It is our goal to enhance public awareness in healthy lifestyles, reduce barriers to prenatal care, increase access to prenatal care, provide early identification of risk factors in pregnancy and provide referral to women at risk for care by the appropriate provider.

The contract program deliverables and performance indicators to be performed by the vendor are:

1. Women's Health Program Deliverable #1:
Provide processing of Pap Test/HPV Specimens
2. Women's Health Program Deliverable #2
Provide Accurate Interpretation of Pap Test/HPV Results
3. Women's Health Program Deliverable #3
Utilize a Satisfactory Quality Assurance Program
4. Women's Health Program Deliverable #4
Provide Training and Technical Assistance for Health Care Professionals
5. Women's Health Program Deliverable #5
Provide Data and Invoice Reports

SECTION 4: REPORTING FORMATS

Reporting Form A: Objective 1 - BreastCare

The laboratory will furnish an electronic method to capture the following information, which will include, but not be limited to:

1) Name of Patient (Last name first)	2) Address of Patient	3) Date of Birth of Patient	4) Age of Patient	5) Race
6) Social Security Number of Patient	7) ADH Customer Number	8) BreastCare ID	9) Location of Clinic Site (by name)	10) Date of Last Pap
11) Results of Last Pap	12) Previous Biopsy	13) Date of Previous Biopsy	14) Previous Treatment	15) Hysterectomy
16) Date of Last Menstrual Period	17) Specimen Source	18) Specimen method	19) Clinician's Comment	20) Clinician's Signature and Date
21) Third Party Payer				

Reporting Form B: Objective 2 - BreastCare

Automated electronic Laboratory Consultation Reports will include, but not be limited to:

1) Name of Laboratory	2) Director of Laboratory	3) Name of Patient (Last Name First)	4) Date of Birth of Patient	5) Social Security Number of Patient
6) ADH Customer Number	7) BreastCare Identification Number	8) Race	9) Location of Clinic Site (By Name)	10) Specimen Method
11) Last Menstrual Period	12) History (Example: Hysterectomy; Previous Abnormal Pap, Comments submitted by Clinician collecting Pap Test)	13) Clinician Collecting Pap test	14) Previous Report Number	15) Date of Collection (Date Pap Test was performed in clinical area)
16) Received Date (Date laboratory received Pap Test and Requisition)	17) Date of Report (Date Pap Test result is reported to provider)	18) Diagnosis (To be narrative as well as descriptive in current Bethesda System terminology)	19) Comments (From Cytotechnologist/Cytopathologist)	20) Names of the following Persons reading PAP Test if applicable: (a. Reviewing Cytotechnologist b. Attending Pathologist c. Reviewing Pathologist)

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Reporting Form C: Objective 3 – BreastCare

The layout of the ASCII file will contain the following patient information, delimited by comma and with a header row.

1) ADH Electronic Health Record Customer Number	2) BreastCare ID Date	3) Collected Date	4) Received Date	5) Date Reported
6) Collector	7) Specimen	8) Method	9) Source of Specimen	10) Clinic Code
11) Interpretation Result	12) Interpretation Result CODE	13) Specimen Adequacy	14) Adequacy CODE	15) Unsatisfactory Category
16) Unsatisfactory Category CODE	15) General Description	16) General Description CODE	17) Squamous Result	18) Squamous Result CODE
19) Glandular Result	20) Glandular Result CODE	21) Additional Infectious Agents	23) Last Name, First Name, Middle Initial	24) Date of Birth
25) Race	26) CPT Codes	27) ICD-10 Codes		

Reporting Form D: Women’s Health Deliverable #1

1) Name of Patient (Last name First)	2) Address of Patient	3) Date of Birth of Patient	4) Age	5) Race
6) Social Security Number of Patient	7) ADH Electronic Health Record Customer Number (For BreastCare Program – ADH Customer Number and BreastCare ID)	8) Medicaid ID/Commercial Insurance ID	9) Funding Source for Reimbursement	10) CPT Codes
11) ICD-10 Codes	12) Location of Clinic Site – by Code Number	13) Date of last Pap	14) Results of last Pap	15) Date of last menstrual period
16) Specimen Source	17) Specimen Method	18) Clinician’s Comment	19) Clinician’s Signature and Date	

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COMPETITIVE BID

Reporting Form E: Women’s Health – Deliverable #2

1) Director of the Laboratory	2) Name of Laboratory	3) Name of Patient (Last Name First)	4) Date of Birth of Patient	5) Social Security Number of Patient
6) ADH Customer Number (for BreastCare Program – ADH Customer Number and BreastCare ID)	7) Race	8) Location of Clinic Site – By Code Number	9) Specimen Method	10) Last Menstrual Period
11) History (Example: Hysterectomy; previous abnormal Pap, comments submitted by Clinician collecting Pap smear)	12) Previous Report Number	13) Date of Collection (Date Pap was performed in clinical area)	14) Received Date (Date laboratory received Pap specimen)	15) Date of Report (Date Cytotechnologist/Cytopathologist read the Pap specimen)
16) Diagnosis (to be narrative as well as descriptive in current Bethesda System terminology)	17) Comments (from Cytotechnologist/ Cytopathologist)	18) Names of the following persons reading Pap specimen if applicable: (Cytotechnologist, Reviewing Cytotechnologist, attending Pathologist, Reviewing Pathologist)		

Reporting Form F: Women’s Health Deliverable #5

An electronic American Standard Code for Information Interchange (ASCII) files in the appropriate file format that contains the following patient information:

1) ADH Common Customer Number	2) Electronic Medical Record (EMS) Customer Number	3) Fund Type	4) Date Collected	5) Date Received
6) Date Interpreted	7) Collector	8) Specimen Method	9) Clinic Number	10) Interpretation Result
11) Interpretation Result CODE	12) Specimen Adequacy	13) Specimen Adequacy CODE	14) Unsatisfactory Category	15) Unsatisfactory Category CODE
16) General Description	17) General Description CODE	18) Squamous Result	19) Squamous Result CODE	20) Glandular Result
21) Glandular Result CODE	22) Additional Infectious Agents	23) HPV	23) Last Name	24) First Name
25) Middle Initial	26) Social Security Number	27) Date of Birth	28) Race	29) CPT Codes
30) IDC-10 Codes				

Prospective Contractor Checklist

1. Read all pages of CB document.
2. Complete and sign page 1 of bid response.
3. Indicate Minority Business status, if applicable.
4. Complete Official Bid Price Sheet.
5. Provide copy of Equal Employment Opportunity Policy.
6. Complete Contract Grant and Disclosure Form (EO 98-04) for bids over \$10,000.
7. Complete Illegal Immigrant Certification Form for service bids over \$25,000 at <https://www.ark.org/dfa/immigrant/index.php/user/welcome>
8. Complete Business Associate Agreement, for HIPAA related bids.
9. Complete Voluntary Product Accessibility Template (VPAT) at https://www.healthy.arkansas.gov/images/uploads/pdf/VPAT_Fillable.pdf

SECTION 5 – GENERAL CONTRACTUAL REQUIREMENTS

5.1 PAYMENT AND INVOICE PROVISIONS

A. All invoices with the exception of BreastCare Services, **shall** be forwarded to:

Arkansas Department of Health
Attn: Women's Health Section
4815 West Markham Street, Slot 16
Little Rock, AR 72205

For BreastCare Services: Standard 1500 claims should be mailed to:

Arkansas Department of Health
Attn: BreastCare Billing
4815 West Markham Street, Slot 11
Little Rock, AR 72205

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

5.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the contractor/lessor in the event funds are not appropriated.

- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.
 - The right to expenses of de-installation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
- The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

5.3 **CONDITIONS OF CONTRACT**

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

5.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The contractor **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 contractor-owned items.
- B. The contractor's liability for damages to the State **shall** be limited to the total projected cost of the contract. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The contractor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

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

5.5 RECORD RETENTION

- A. 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, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Maintain all pertinent protected health information, as defined by the Privacy Rule promulgated pursuant to HIPAA, available for six (6) years or as otherwise required by HIPAA.

5.6 PRICE ESCALATION

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

5.7 CONTRACT INTERPRETATION

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

5.8 CANCELLATION

- 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.

5.9 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the contractor **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.

5.10 GOVERNOR'S EXECUTIVE ORDER 98-04

For bids over \$10,000, bidders should complete the Disclosure Forms issued with this competitive bid.

5.11 RESERVATION

This CB does not commit the State to award a contract(s) or to pay costs incurred in the preparation of a bid in response to this request.

5.12 DELEGATION AND/OR ASSIGNMENT

The Contractor **shall not** assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the State Procurement Official. The Contractor **shall not** delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

SECTION 6- STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the competitive bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions 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 reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Bids must be submitted to the Arkansas Department of Health on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful bidder. 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 bidder.
13. **DELIVERY ON FIRM CONTRACTS:** The competitive bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Arkansas Department of Health has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the Prospective Contractor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Arkansas Department of Health. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

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15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Arkansas Department of Health to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Arkansas Department of Health and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the competitive bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this competitive bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State shall have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim.
NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will 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; (d) failure of the bidder 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or Prospective Contractor.
25. **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.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this competitive bid, the bidder named on the front of this competitive bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
27. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

PROPOSED SUBCONTRACTORS FORM

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP

PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.

OFFICIAL BID PRICE SHEET

Both programs will be awarded as all or none for the purposes of this bid solicitation.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Thin Prep® Liquid Based Pap test	20,000 annually (12 month period)		\$	\$

Quantities stated within are for bidding purposes only. ADH may require more or less as needed.

Note
ADH will not be obligated to pay any costs not identified on the Official Price Sheet.
Any cost not identified by the respondent but subsequently incurred in order to achieve service **shall** be borne by the respondent.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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: Yes No SUBCONTRACTOR NAME: _____

TAXPAYER ID NAME: _____ IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

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:

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

FOR AN ENTITY (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.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

None of the above applies

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 containing the dollar amount of the subcontract to the state agency.

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 _____ Contact Phone No. _____ Contract or Grant No. _____