REQUEST FOR APPLICATION

SOLICITATION INFORMATION

RFA Number: DH-23-0013  RFA Issued: May 15, 2023
Description: Increase Breast and Cervical Cancer Screenings
Agency: Arkansas Department of Health – Center for Health Advancement, Chronic Disease Branch

APPLICATION DEADLINE

Application Due Date/Time: June 7, 2023

Applications shall not be accepted after the due date and time. It is the responsibility of the applicant to submit responses at the designated location on or before the application due date and time. Responses received after the designated application due date and time shall be considered late and shall be returned without further consideration.

DELIVERY OF RESPONSE DOCUMENTS

Sealed applications may be mailed or hand delivered to the following locations:

Mailing Address
Arkansas Department of Health
Attn: Jeff Griffin
4815 West 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
485 West Markham Street L156
Little Rock, AR  72205

Response’s Outer-Packaging:
Outer packaging must 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.
- RFA number
- Application Date/Time
- Applicant's name and return address

ARKANSAS DEPARTMENT OF HEALTH CONTACT INFORMATION

Issuing Officer: Jeff Griffin  Phone Number: 501-280-4594
Email Address: jeffrey.h.griffin@arkansas.gov  Fax Number:
ADH Website: http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx
SECTION 1 - GENERAL INFORMATION

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

1.1 PURPOSE
The Arkansas Department of Health (ADH) issues this Request for Application (RFA) on behalf of the Chronic Disease Prevention and Control Branch (CDPCB) Comprehensive Cancer Section to obtain applications for funding to increase breast and cervical cancer screening among low-income, medically underserved women by implementing key evidenced based strategies to reduce structural barriers to screening within health systems.

1.2 BACKGROUND
The BreastCare program is a National Breast and Cervical Cancer Early Detection Program (NBCCEDP) funded by the Centers for Disease Control and Prevention that provides breast and cervical cancer screenings and diagnostics to eligible women. Breast cancer is the most common cancer and the second leading cause of cancer deaths among both Black and White women in Arkansas. In FY2022, ninety percent of women who received a diagnosis of breast cancer while in the BreastCare program that had a known cancer stage had an early stage cancer diagnosis, stage 0-II (Source: BreastCare Online System).

Arkansas is a rural state in which limited access to healthcare is a primary factor in delays for diagnosis and treatment. There are 75 licensed mammography facilities in the state, including five mobile mammography units. Almost 39% of Arkansas counties (29 of the 75) are without a permanent mammography facility. The majority of the remaining counties only have a single facility.

Approximately 36% of the estimated Arkansas BreastCare program eligible population resides in rural areas of Arkansas. Of the 75 counties in the state, 54 are considered rural (72%) and 51 (68%) have Health Professional Shortage Areas (HPSAs) (Arkansas State Health Assessment 2020). The primary care physician (PCP) ratio in rural versus urban areas is 1:1.8 (73 PCPs per 100,000 people vs. 133 PCPs per 100,000 people), indicating a great need for the provision of breast and cervical cancer screening services for eligible women in these HPSAs with limited or no access to preventive services. The HPSAs are mostly distributed in Southeast (SE), Southwest (SW), Northeast (NE) and Northwest (NW) Arkansas (Arkansas State Health Assessment 2020). Additionally, women living in SE, SW and NE Arkansas have the lowest estimated health literacy rates with 50% of the resident population below basic health literacy (RAND, 2012). This identifies the need for educational outreach about breast and cervical cancers to eligible women living in these regions and the provision of navigation and screening services by the BreastCare program, which provides services in all 75 Arkansas counties through Local Health Units (LHUs), in addition to other providers in our BreastCare provider network.

The goal of the project is to work with healthcare systems to increase the overall number of women screened for no cost breast and cervical cancer screening and diagnostic services among low-income, medically underserved women.

No Cost Services:
Clinical Breast Exam (CBE)
Breast MRI
Pap Test
HPV Testing
Follow up services available for abnormal results
Referrals and navigation to treatment

1.3 GRANT PERIOD
A. The anticipated period shall be from July 1, 2023 to June 30, 2024.

B. The initial term of a resulting Sub-Grant Agreement 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 $60,000 per recipient based upon the availability of funds.
B. Funding is contingent upon review and acceptance of application.
C. Funds must be used in accordance with the approved budget.
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 if requested by ADH to reflect the changes.

1.5 ELIGIBILITY & FUNDING REQUIREMENTS
One (1) recipient will be accepted and funded. Applicant must meet the following to be eligible to obtain funding:
A. Must be registered as a 501 (c)(3) tax-exempt health facility.
B. Must serve uninsured and underinsured women between the ages of 21 to 64 years old.
C. Must conduct clinical breast exams (CBE) and pap tests.
D. Must be or become a BreastCare provider.
E. Must have equipment capable of performing all tasks and services necessary to fulfill all requirements outlined in the scope of work.
F. Health systems (clinics) must reside in one of the four regions (Central, Northeast, Southeast, Southwest) See attached map for county location in each region

1.6 BUDGET & JUSTIFICATION
A. Applicant must complete the budget worksheet provided as a separate excel file. The budget 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 issuing officer is the sole point of contact throughout this solicitation.

1.8 RFA OPENING LOCATION
Applications submitted and received before the date and time specified shall be opened at the following location:
Arkansas Department of Health
4815 West 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. The requested exception 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.

<table>
<thead>
<tr>
<th>ADH</th>
<th>Arkansas Department of Health</th>
<th>EBI</th>
<th>Evidence Based Intervention</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSP</td>
<td>Office of State Procurement</td>
<td>CBE</td>
<td>Clinical Breast Exam</td>
</tr>
<tr>
<td>RFA</td>
<td>Notice of Funds Availability</td>
<td>RBCC Regional BreastCare Coordinator</td>
<td></td>
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<tr>
<td>PHSA</td>
<td>Public Health Service Agreement</td>
<td>BOS BreastCare Online System</td>
<td></td>
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<tr>
<td>NBCCEDP</td>
<td>National Breast and Cervical Cancer Early Detection Program</td>
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<td></td>
</tr>
</tbody>
</table>

- **Direct Clinical Services** includes clinical breast exams (CBE), pap test, and HPV testing.

- **Evidence Based Intervention** - EBIs consist of the following: (choose two)
  - Patient Reminders – Remind patients that they are due for a screening. Reminders can be provided in different ways (mail, text, email, BOS).
  - Provider Reminders – Remind healthcare providers it is time for a client’s cancer screening test or that the client is overdue for screening. The reminders can be provided in different ways.
  - Provider Assessment & Feedback - Evaluate provider performance in delivering or offering screening to clients and present providers with feedback regarding their performance.
  - Reducing Structural Barriers – Reduce noneconomic burdens or obstacles that make it difficult for people to access cancer screenings.

- **Supporting Strategies** (required)
  - Patient navigation is defined as individualized assistance provided to women to help overcome barriers and facilitate timely access (referral) to mammography screening and diagnostic services, as well as initiation of timely treatment for those diagnosed with cancer. Patient navigation may include but not be limited to the following:
    - Assess barriers of treatment and identify resolutions
    - Track patient screenings, treatment(s), and follow-ups
    - Facilitate timely screenings and follow-ups including initial treatment services for persons diagnosed with cancer
    - Other services as required to help reduce disparities
  - Small Media: Grantee will be responsible for the distribution of educational materials. Educational materials (pamphlets, posters, i.e.). The grantee will be responsible for the purchase of stamps and/or envelopes, as needed.

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
      - Signed Application Signature Page
      - Agreement and Compliance Pages (If included)
      - Proposed Subcontractors Form
      - Restriction of Boycott of Israel Certification
      - FIN-9350 Certification Regarding Lobbying
      - E.O. 98-04 – Contract and Grant Disclosure and Certification Form, if $10,000 or greater
      - Budget Worksheet
      - Copy of Illegal Immigrant Certification
        https://www.ark.org/dfa/immigrant/index.php/user/welcome
      - Budget Worksheet
   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
- Equal Employment Opportunity Policy

**Note:** Refer to 1.23 and 1.24 on page 8 of 18 for more information

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

**B. 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. Four (4) complete hard copies (marked "COPY") of the Application Packet.
   b. One (1) electronic copy of the Application Packet, preferably on a flash drive.
   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
- Restriction of Boycott of Israel Certification
- FIN-9350 Certification Regarding Lobbying
- Response to the Information for Evaluation section included in the Application Packet
- EO 98-04 Contract and Grant Disclosure and Certification form
- Signed Addenda, if applicable
- Equal Employment Opportunity Policy
- Copy of Illegal Immigrant Certification [https://www.ark.org/dfa/immigrant/index.php/user/welcome](https://www.ark.org/dfa/immigrant/index.php/user/welcome)
- 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.

D. If ADH requests additional information, it **must** be delivered within three (3) business days of the request. ADH reserves the right to disqualify applicant’s if additional information is not received within the timeframe specified.

**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 pm Central Time on or before May 26, 2023, to the ADH issuing officer as shown on page one (1) 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 May 31, 2023.

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 applicant to a resultant contract must sign the Application Signature Page included in the Application Packet.

B. Applicant’s signature on this page shall signify vendor’s agreement that the following may cause the applicant’s response to be disqualified:
   • Additional terms or conditions submitted intentionally or inadvertently
   • Any exception that conflicts with a requirement of this Solicitation
   • Incomplete documentation

1.15 AGREEMENT AND COMPLIANCE PAGES
A. Applicant must sign all Agreement and Compliance Pages relevant to the solicitation document if provided 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 recipient 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 RECIPIENTS
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 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 application deadline.

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 posted on the Department of Health website Grant and Bid Opportunities.

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 for the notification of an anticipated award.
C. Issuance of a Contract

1. Any resultant sub-grant agreement from this RFA **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 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

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 **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the applicant’s Equal Employment Opportunity (EEO) Policy prior to issuing a contract award.

B. EEO Policies may be submitted in electronic format to the issuing officer, but should also be included as a hardcopy accompanying the solicitation response.

C. The submission of an EEO Policy to ADH is a one-time requirement. Recipients 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. Vendors who are not required by law by to have an EEO Policy **must** submit a written statement to that effect.

1.24 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a sub-grant, selected recipient’s **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](https://www.ark.org/dfa/immigrant/index.php/user/welcome) and should submit a hardcopy accompanying application packet.

1.25 **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.

1.26 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.

B. If the applicant has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included with the Application Packet.

1.27 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.

1.28 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.

1.29 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.

1.30 PRIVACY & SECURITY REQUIREMENTS
All contractors and their staff must agree to uphold the confidentiality of the data in accordance with the following requirements:
   a. All data shall remain the sole property of the State of Arkansas and may not be used for any other purposes than described in the technical services contract.
   b. The data will not be released, wholly or partially, to any person that is not required to use it as part of their job duties for the purpose of this contract;
   c. The data will not be used in any way except for the purpose outlined in this contract;
   d. The data will not be released nor others permitted to release any information that identifies persons or establishments (patients, hospitals, physicians and other healthcare providers), directly or indirectly;
   e. Failure to comply with the confidentiality requirements may submit the contractor and their staff to legal penalties as set forth by Arkansas Code Annotated §20-7-301 et seq., as amended;
   f. The confidentiality requirements shall continue in full effect until the data has been destroyed from the contractor's system and any backups;
   g. The data will be kept in a secure environment and only authorized users will have access to the data.

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

SECTION 2 – APPLICANT REQUIREMENTS
• Do not provide responses to items in this section unless specifically and expressly required.

2.1 SCOPE OF WORK
Grantees encourage screenings and provide breast and cervical cancer screenings to eligible women. Grantees will implement two evidenced-based interventions, provide patient navigation services and enroll women into the BreastCare program.

2.2 RECIPIENT REQUIREMENTS

- Direct Clinical Services: Grantees should provide timely and appropriate breast and cervical cancer screening services to at least 125 age appropriate uninsured and underinsured women who meet NBCCEDP eligibility criteria:
  - Age 40-64 years for breast cancer services
  - Age 21-64 years for cervical cancer services
  - At or below 250% Federal Poverty Level (FPL)

Grantees should also provide timely referral to treatment services for women diagnosed with breast or cervical cancer or pre-cancer diagnosis.

- Conduct Patient Navigation Services: Grantees will provide patient navigation services to 25 women receiving NBCCEDP-paid clinical services in overcoming barriers to complete screening, diagnostic services, and initiation of cancer treatment. All women with abnormal screening results must be assessed for their need of patient navigation services and provided with such services accordingly. A minimum of two contacts per patient.

  *Additional resources for patient navigation may be found at:
  GW Cancer Institute - https://smhs.gwu.edu/gwci/patient-care/patient-navigation

- Implement EBIs: (choose at least two)
  - Patient reminders
  - Provider reminders
  - Provider assessment and feedback
  - Reducing structural barriers

  *Additional resources for evidence-based interventions may be found at http://www.thecommunityguide.org/index.html

- Small Media: Grantee will be responsible for the distribution of educational materials. Educational materials (pamphlets, posters, i.e.). The grantee will be responsible for the purchase of stamps and/or envelopes, as needed.

- Enroll 25 eligible women and maintain results and follow up information through BreastCare Online System (BOS).

- Complete a needs assessment and EBI implementation plan with the quality improvement team.

- Enter into or renew Public Health Service Agreement biannually.

- Submit progress reports by the 10th of each month for the prior month.

- No more than fifty-percent (50%) of budget allowed for salaries and fringes.

- Grant funds may not be used for equipment, rental space, out-of-state travel, promotional items, or gift cards. Grant funds may be used for items such as salaries, office and medical supplies, and in-state registration/travel for BreastCare related conferences and/or meetings. Funds cannot be used toward the purchase of food or refreshments.
2.3 PERFORMANCE STANDARDS

- 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.

- 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.

- The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.

- All changes made to the Performance Standards **shall** become an official part of the contract.

- Performance Standards **shall** continue throughout the term of the contract.

- Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.

- 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.

- 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.

<table>
<thead>
<tr>
<th>Performance Standards</th>
<th>Acceptable Performance</th>
<th>Damages for Insufficient Performance</th>
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<tbody>
<tr>
<td>Direct Clinical Screening and Patient Navigation</td>
<td>Provide breast and/or cervical cancer screenings to at least 125 women</td>
<td>Failure to provide services may result in reduction, delay and/or/non consideration of future sub-grant funding.</td>
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<td>Provide patient navigation services to 25 NBCCEDP eligible women</td>
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<td></td>
<td>Enroll 25 women annually into the BreastCare Program</td>
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<td></td>
<td>Provide HPV testing as needed</td>
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<td>Evidenced Based Intervention</td>
<td>Provide a minimum of two EBIs</td>
<td>Failure to provide services may result in reduction, delay and/or/non consideration of future sub-grant funding.</td>
</tr>
<tr>
<td>Reporting</td>
<td>Enter results and follow up information into BOS</td>
<td>Failure to provide report timely may result in payment delay.</td>
</tr>
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<td>Submit monthly progress reports</td>
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<tr>
<td>Small Media</td>
<td>Post and distribute educational materials provided by ADH</td>
<td>Failure to provide services may result in reduction, delay and/or/non consideration of future sub-grant funding.</td>
</tr>
<tr>
<td></td>
<td>Distribute reminder cards</td>
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</tbody>
</table>
Additional Requirements | Maintain qualified staff to carry out required activities | Failure to provide services may result in reduction, delay and/or non consideration of future subgrant funding.

SECTION 3 – CRITERIA FOR SELECTION

- Do not provide responses to items in this section.

3.1 APPLICATION REVIEW PROCESS & PROCEDURE

A. ADH will review each Application Packet to verify requirements. Applications that do not meet requirements will be disqualified.

B. In the event that an application is disqualified, ADH will review the next consecutive application.

3.2 ACCEPTANCE OF REVIEW TECHNIQUE

A. Applicant must agree to the review process and procedure as defined in this solicitation.

B. The submission of an Application Packet signifies the applicant understand and agrees that subjective judgments may be made during the review.

1. Members of the evaluation committee will individually review and evaluate applications and complete an Individual Score Worksheet for each application. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

<table>
<thead>
<tr>
<th>Quality Rating</th>
<th>Quality of Response</th>
<th>Description</th>
<th>Confidence in Proposed Approach</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Excellent</td>
<td>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.</td>
<td>Very High</td>
</tr>
<tr>
<td>4</td>
<td>Good</td>
<td>When considered in the relation to the RFA evaluation factor, the application squarely meets the requirement and is better than merely acceptable.</td>
<td>High</td>
</tr>
<tr>
<td>3</td>
<td>Acceptable</td>
<td>When considered in relation to the RFA evaluation factor, the application is of acceptable quality.</td>
<td>Moderate</td>
</tr>
<tr>
<td>2</td>
<td>Marginal</td>
<td>When considered in relation to the RFA evaluation factor, the application’s acceptability is doubtful.</td>
<td>Low</td>
</tr>
<tr>
<td>1</td>
<td>Poor</td>
<td>When considered in relation to the RFA evaluation factor, the application is inferior.</td>
<td>Very Low</td>
</tr>
<tr>
<td>0</td>
<td>Unacceptable</td>
<td>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.</td>
<td>No Confidence</td>
</tr>
</tbody>
</table>

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.

- 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.
- The agency has assigned Weighted Percentages to each sub-section according to its significance.

<table>
<thead>
<tr>
<th>Information for Evaluation Sub-Sections</th>
<th>Maximum Raw Points Possible</th>
<th>Sub-Section’s Weighted Percentage</th>
<th>Maximum Weighted Score Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1. Organizational Description and Experience</td>
<td>25</td>
<td>40%</td>
<td>400</td>
</tr>
<tr>
<td>A2. Organizational Capacity</td>
<td>25</td>
<td>30%</td>
<td>300</td>
</tr>
<tr>
<td>A3 Approach and Methodology</td>
<td>25</td>
<td>20%</td>
<td>200</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>75</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100%</td>
<td>750</td>
</tr>
</tbody>
</table>

*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:

\[(A/B) \times C = D\]

- \(A\) = 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 500 may not move forward in the solicitation process.

3.3 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:

Monthly invoices will be submitted to:

Michael Koch, Budget Analyst  
Dr. Hattie M. Scribner, BreastCare Administrator  
Arkansas Department of Health  
4815 West Markham, Slot 11  
Little Rock, Arkansas 72205

Or via email to Michael.Koch@arkansas.gov and Hattie.Scribner@arkansas.gov

- **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 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)
   - 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 $500,000.00 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 Aransas 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.