

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL

RFP Number: SP-11-0197	Buyer: Elizabeth Mentgen
Commodity: Employee Assistance Program Insurance	Proposal Opening Date: July 22, 2011
Date: July 6, 2011	Proposal Opening Time: 2:00 pm CST

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL 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 proposal documents to the Office of State Procurement prior to the scheduled time for opening of the particular proposal. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the OSP office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address, 1509 W. 7th Street, Room 300, Little Rock, AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESSES: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222	PROPOSAL OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
TELEPHONE NUMBER: 501-324-9316	

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY; UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Identification:

*

*

Federal Employer ID Number

Social Security Number

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN PROPOSAL REJECTION

Business (check one):	Designation	Individual *	Sole Proprietorship *	Public Service Corp *
		Partnership *	Corporation *	Government/ Nonprofit *

GENERAL DESCRIPTION:	Employee Assistance Program
TYPE OF CONTRACT:	Term
BUYER:	Elizabeth Mentgen
AGENCY P.R. NUMBER	Offline

INVOICE TO:
EBD
501 Woodlane, Suite 500
Little Rock, AR 72201

MINORITY BUSINESS POLICY

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

Check minority type:

☐ African American ☐ Hispanic American ☐ American Indian
☐ Native American ☐ Asian ☐ Pacific Islander

AR Certification number _____

EQUAL EMPLOYMENT OPPORTUNITY POLICY:

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement, but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

ACT 157 of 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at:
http://www.arkansas.gov/dfa/procurement/pro_index.html.

ALTERATION OF ORIGINAL RFP DOCUMENTS

The original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible," and the response shall not be considered.

REQUIREMENT OF AMENDMENT

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained and responded to any and all amendments to the RFP prior to submission.

DELIVERY OF RESPONSE DOCUMENTS

In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit proposals at the place and on or before the date and time set in the RFP solicitation documents. Proposal documents received at the Office of State Procurement after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents that are to be returned may be opened to verify for which RFP the submission is made.

ADDITIONAL TERMS AND CONDITIONS

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting its proposal, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

ANTICIPATION OF AWARD

After complete evaluation of the proposal, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_index.html) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The RFP results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive this policy, the Anticipation to Award, when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: http://www.arkansas.gov/DFA/PROCUREMENT/PRO_INTENT.PHP.

PAST PERFORMANCE:

In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the State may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the proposal opening. Documentation may be in the form of either a written or electronic report, VPR; memo, file or any other appropriate authenticated notation of performance to the vendor files.

EO-98-04 GOVERNOR'S EXECUTIVE ORDER:

Complete the Disclosure Forms posted with this RFP.

OUTSTANDING TAX LIABILITY

Bidders must disclose the existence, as of the date of bid submission, of any unsatisfied lien, certificate of indebtedness, certificate of assessment, writ of execution, writ of garnishment, business closure order, civil action, or other indication of delinquency against Bidders for any outstanding tax liability owed by Bidders to any state taxing authority. Bidders acknowledge that a search of public records may be conducted to discover the existence of any unsatisfied tax assessments. Bidders further acknowledge that any unsatisfied liens, certificates of indebtedness, certificates of assessment, writs of execution, writs of garnishment, business closure orders, civil action, or other indication of delinquency for any outstanding tax liability owed by Bidders may result in Bidders being deemed non-responsible and their bids rejected.

SECTION I GENERAL INFORMATION

1.0 INTRODUCTION

The Department of Finance and Administration-Employee Benefits Division (EBD) requests proposals for the administration and management of an Employee Assistance Program (EAP). This program is for all active State employees and their dependents plus those active School employees and their dependents who are enrolled in the Arkansas State Employee and School Employees Health and Life Insurance Plan (ARBenefits Health Plan, or ARBenefits) consisting of approximately 100,000 members.

The EAP provider is required to aid employees with personal problems affecting job performance. Additionally, the EAP provider must share the goals which are mandated for the Arkansas State and Public School Life and Health Insurance Board as defined in Arkansas Code 21-5-401 et seq.:

- Set and manage policies for the health insurance and life insurance programs of state and public school employees;
- Work in a concerted effort toward a common goal of parity between public school and state employee insurance programs;
- Improve the quality of health care services under the program;
- Increase participants' understanding of program features;
- Slow the rate of growth in health care expenses under the programs.

Program Goals

EBD's mission for the procurement of this assistance program is to promote a healthy and safe work environment and to ensure that employees and family members have access to confidential assistance when they need it and, hopefully, before problems appear on the job. The EAP will be a resource to all active Arkansas State Employees and their dependents plus those active Arkansas Public School Employees and their dependents who are *enrolled* in ARBenefits plans.

Objectives

EBD's objectives for this procurement are to:

- (1) Promote a healthy and safe work environment for employees by providing access to a variety of services as listed in this Request for Proposal (RFP);
- (2) Provide employees and managers with tools to effectively handle work and personal conflicts;
- (3) Provide supportive, professional, confidential and timely assistance to Clients (as defined in this RFP) needing to utilize EAP services; and
- (4) Secure an employee assistance program provider that will provide a broad scope of services to include high quality assessment, short-term counseling, referral and follow-up. Program services must include but are not limited to the Program Information table included in section 3.1.

Program Philosophy

EAP is just one component of the team approach to healthcare management and the provider must work cooperatively with other members of the team including pharmacy manager, medical network / claims administrator, mental health administrator, utilization review, case managers, and EBD. The following criteria are required:

- Assessment of employees with personal problems affecting job performance, whether employer referred or self-referred. This is the primary service provided by EAP counselors.
- Short-term counseling may follow the assessment process.
- Counseling may be for up to eight sessions per event.

- Crisis intervention shall require same day response.
- Identified substance abuse problems will be coordinated with the medical plan for continuity of treatment and care.
- The fundamental nature of the recovery process is the empowerment of patients and families to set and achieve their own goals.

EBD will provide necessary information and assistance to the vendor to establish this program.

1.1 ISSUING AGENCY

The Office of State Procurement (OSP) issues this RFP for the Employee Benefits Division (EBD). The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFP related matters should be made through the State's buyer, Elizabeth Mentgen at (501) 371-6060 or elizabeth.mentgen@dfa.arkansas.gov. Questions regarding technical information or clarification will be addressed through a scheduled, written Question & Answer process.

1.2 TENTATIVE SCHEDULE OF EVENTS

Release RFP	July 6, 2011
Written vendor questions due	July 13, 2011
Answers to vendor questions posted	July 15, 2011
Proposal Opening Date	July 22, 2011
Anticipated Award Date	August 19, 2011
Plan Start Date	January 1, 2012

Proposals are due no later than the date and time listed on Page 1 of the RFP.

1.3 CAUTION TO VENDORS

- A. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named herein will initiate all contact.
- B. Vendors **must** respond to each numbered item of the RFP requirements.
- C. Vendors **must** submit 1 (one) signed original proposal on or before the date specified on page one of this RFP. The vendor should submit three (3) complete hard copies (marked 'copy') of the signed RFP technical response, and four (4) electronic versions, preferably in MS Word/Excel format, on CD. **Do not include any pricing information in any of the copies, including the CD. Pricing from the Official Price Sheet must be separately sealed from the proposal technical response and clearly marked as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal technical response.** Failure to submit the required number of copies with the proposal may be cause for rejection. If the Office of State Procurement requests additional copies of the proposal, they **must** be delivered within twenty-four (24) hours of request.
- D. For a proposal to be considered, an official authorized to bind the vendor to a resultant contract **must** have signed the proposal.
- E. All official documents and correspondence shall be included as part of the resultant contract.
- F. The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:

1. Failure of the vendor to submit his proposal(s) on or before the deadline established by the issuing office.
2. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
3. Failure to sign an Official RFP Document.
4. Failure to complete the Official Proposal Price Sheet(s), and the required pricing information on CD, and include them sealed separately from the rest of the proposal.
5. Any wording by the vendor in their response to this RFP, or in subsequent correspondence, which conflicts with, or takes exception to, a requirement in the RFP.
6. Failure of any proposed services to meet or exceed the specifications.

1.4 RFP FORMAT

Any statement in this document that contains the word “must” or “shall” or “will” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the proposal to be rejected. **It is recommended that bidders respond to each item or paragraph of the RFP in sequence.** Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the State conditions.

The selected proposal will be a working document. As such, EBD will consider the proposal the contract and will require that all representations made in the proposal be honored. If unable to provide a direct response to a question (e.g., your company does not collect certain information), indicate the reason rather than providing general information that fails to answer the question. Provide complete answers and explain all issues in a concise, direct manner. All information specifically required is considered important. Any additional information provided must be included as an appendix in your response. Reference to handbooks or other technical materials as part of a response must not constitute the entire response, and vendor must identify the specific page and paragraph being referenced.

1.5 ACCOUNTING PROVISIONS

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Financial and accounting records shall be made available, upon request, to the State of Arkansas' 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.

1.6 SEALED PRICES

The Official Proposal Price Sheet submitted in response to this RFP must be submitted separately sealed from the proposal Technical response. Bidders **must** include all pricing information on the Official Price and must clearly mark said page(s) as pricing information. **The electronic version of the Official Price Sheet must also be sealed separately from the electronic version of the Technical proposal.**

1.7 TYPE OF CONTRACT

A contract awarded as a result of this RFP shall be a fixed-price contract. The term of the contract shall be for three (3) years, and may be mutually renewed (voluntary extensions) for four (4) additional one-year terms or a portion thereof.

1.8 PAYMENT AND INVOICE PROVISIONS

All invoices shall be forwarded in duplicate to: EBD, 501 Woodlane, Suite 500, Little Rock, AR 72201.

The Invoice and the required supporting documentation must be delivered according to the terms of this contract and at no cost to the state. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the contractor has successfully satisfied the Agency as to the reliability and effectiveness of the service as a whole. Purchase Order Number and/or Contract Number should be referenced on each invoice.

1.9 PROPRIETARY INFORMATION

Proprietary information submitted in response to this Request for Proposal (RFP) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to

identify all proprietary information. **The vendor must submit one complete copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and be submitted on a CD. Except for the redacted information, the CD must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If you do not send a redacted copy, your entire proposal will be open to public inspection. If the State of Arkansas deems redacted information to be subject to the FOIA, the vendor will be contacted prior to sending out the information.

1.10 RESERVATION

This RFP does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The State reserves the right to accept or reject, in part or in whole, any or all proposals received as a result of the RFP, if it is in the best interest of the State to do so.

1.11 CLARIFICATION OF RFP AND QUESTIONS

If additional information is necessary to enable bidders to better interpret the information contained in the RFP, written questions will be accepted until 4:00 p.m. CST on July 13, 2011. Vendor questions submitted in writing will be consolidated and will receive a response from the State. The consolidated written State response is anticipated to be posted on the OSP website on July 15, 2011.

1.12 PROPOSAL EVALUATION

OSP will evaluate all proposals to ensure all requirements are met. Proposals meeting the mandatory requirements will then be evaluated by EBD for Technical scoring. The pricing evaluation will be completed by OSP, and the Cost score will then be totaled with the Technical score to determine the Grand Total Score for each vendor. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

1.13 EVALUATION INTERVIEWS

In the event that OSP deems it necessary to have the vendor further expound on the proposed services, the vendor shall be required comply with an interview process. The RFP evaluation committee chairperson will schedule the time and location for each interview. All interviews are subject to being recorded. All expenses associated with the initial interview will be borne by the vendor.

1.14 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor will be required to assume prime contractor responsibility for the contract and shall be the sole point of contact.

1.15 CONTRACT INFORMATION

A. The State of Arkansas may not contract with another party:

1. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
2. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
3. Upon default, to pay all sums to become due under a contract.
4. To pay damages, legal expenses or other costs and expenses of any party.
5. To continue a contract once the equipment has been repossessed.
6. To conduct litigation in a place other than Pulaski County, Arkansas.
7. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with the State of Arkansas should:

1. Remove any language from its contract which grants to it any remedies other than:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge that contracts become effective when awarded by the State Procurement Official.

C. The State of Arkansas may contract with another party:

1. To 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.
2. To lease any hardware or software for a period of time which continues past the end of a fiscal year provided that in the event funds are not appropriated for the equipment/software described in the contract, the State Procurement Official may, upon 30 days written notice to the vendor/lessor, cancel the contract regarding that equipment/software for which no appropriations were made, or, in the event that there are no funded appropriations from which payment can be made for the equipment/software described in the contract, the State Procurement Official may upon 30 days written notice to the vendor/lessor, cancel the contract as to that equipment/software for which there are no funded appropriations from which payment can be made for the equipment/software.

1.16 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFP, and it will attempt to further clarify any point or item in question. The words "bidder", "vendor", "contractor", and "respondent" are used synonymously in this document. The term "agency" refers to the Employee Benefits Division.

In the event of a difference of opinion between EBD and the bidder as to the meaning of any provision in these specifications, EBD may request clarification, but if agreement cannot be reached, the decision of EBD shall be final and controlling.

1.17 CONDITIONS OF CONTRACT

The successful vendor shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to, the execution of this contract which in any manner affects the completion of the work. The successful vendor 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 successful vendor.

1.18 STATEMENT OF LIABILITY

The State will demonstrate reasonable care, but shall not be liable, in the event of loss, destruction, or theft of contractor-owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability for equipment, software, and technical literature until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for, or accept liability for, any vendor-owned items.

1.19 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.20 INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from, or given to, a competitive company.
2. If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all bidders shall understand that this paragraph may be used as a basis for litigation.

1.21 PUBLICITY

News release(s) pertaining to this RFP or any portion of the project shall not be made by a vendor without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's proposal. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.22 CONFIDENTIALITY

The vendor shall be bound to confidentiality of any information of which its employees may become aware during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

1.23 COST

Bidders must include ALL pricing information on the Official Price Sheet and must clearly mark said page(s) as pricing information. The electronic version of the Official Price Sheet must also be sealed separately from the electronic version of the proposal.

NOTE:

1. The State will not be obligated to pay any costs not identified on the Official Proposal Price Sheet.
2. Any cost not identified by the vendor but subsequently incurred in order to achieve successful operation will be borne by the vendor.

1.24 IMPLEMENTATION SCHEDULE

The State requires an implementation start date of September 1, 2011 with an implementation completion date of December 31, 2011. The required plan start date is January 1, 2012.

1.25 SEVERABILITY

In the event that any portion, section, or requirement contained in this RFP is invalid or unenforceable, the remaining portions, sections, and requirements shall remain intact and enforceable to the extent allowed by law.

1.26 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes; changes in laws, rules, or regulations; relocation of offices; or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation. In addition, EBD may terminate the contract at any time for nonfeasance, misfeasance, or malfeasance and within 30 days notice without cause.

SECTION 2 REQUIRED SCOPE OF WORK

2.0 QUALIFICATION REQUIREMENTS

- A. Vendor must be an administrative services organization or third party administrator who is currently administering an employee assistance program (EAP) for a large group (in excess of 50,000 eligible lives).
- B. Vendor must have at least five (5) years of experience, preferably working with state or federal government clients.
- C. Vendor must have demonstrable experience in using innovative ideas to provide support to EAP.
- D. Vendor must have experience coordinating the development, implementation, management and promotion of a public employer's EAP.

2.1 GENERAL REQUIREMENTS

If awarded the contract, EBD welcomes the opportunity to discuss alternatives to the requirements with the vendor as long as the vendor maintains the full understanding that EBD may not necessarily agree to any recommendation and that the vendor will be held accountable for, and subject to, the requirements of this RFP. Vendor must provide all labor, equipment, facilities, supplies, and other services to include services as needed/specified.

- A. Vendor must comply with HIPAA and other federal and/or state mandates to include privacy, security and electronic data transfer requirements, as applicable.
- B. Vendor must comply with performance standards as identified in this RFP (examples provided in Performance Standards are provided for illustrative purposes only and may be adjusted at EBD's option.)
- C. Vendor must complete, sign and abide by the EBD provided Business Associate Agreement.
- D. Vendor shall utilize the standard data sharing/transmission protocols currently used by EBD, and must transition to any new data sharing/transmission protocols as determined by EBD.

E. PROGRAM REQUIREMENTS

- 1. Evaluation and referral services for the employee and family members. A maximum of eight (8) face-to-face or telephonic counseling sessions per event for the purpose of assessment, short-term counseling, and referral.
- 2. Toll-free, 24-hour, seven days-a-week Helpline staffed with trained counselors will be available to all clients, including TDD/TTY services for the hearing impaired. First priority should be given to crisis intervention – same day response. A counseling session is a scheduled face-to-face or agreed upon telephone conference between a participant and counselor for the purpose of discussing and identifying areas of concern and problem-solving. Telephone conferences must not be the usual or routine method of providing counseling. The counselor will make a minimum of 45 minutes per session available to the participant. Clients in extreme crisis (harmful to self or others) must be seen on an emergency basis. Otherwise, a counseling session appointment will be available to the participant within two calendar days of the participant's first contact with the EAP vendor.
- 3. State-wide network of professional EAP counselors. Telephones staffed by master's level counselors and personally answered 24 hours a day, 7 days a week.
- 4. Unlimited access to web and online services and information for subscribers and family.
- 5. Conflict mediation services between employees or between employees and supervisors. Mediation services will not impact disciplinary or termination related events.
- 6. Quarterly meeting with appropriate EBD staff, at dates and times to be determined by EBD, to discuss and evaluate the EAP program.

7. Quarterly utilization reports and annual employee satisfaction surveys and surveys for the purpose of ongoing evaluation of the program.
8. Quarterly employee communications in a method or methods as determined by EBD (mail, face to face, electronic, etc.) to promote the EAP services.
9. On-site assistance and grief counseling in the event of a catastrophic event or employee death.
10. Work cooperatively with EBD to create a secure single sign-on with ARBenefits.org in a format to be established by EBD.
11. Make available to EBD one employee of the vendor with at least two (2) years experience with the vendor in a non-clinical/consultant setting to be physically located at EBD and under the direction of the Chief Health Services Officer (CHSO).

F. IMPLEMENTATION

1. Vendor must provide employee education about EAP
2. Vendor must make technical updates and changes necessary to meet EBDs requirements for full implementation by December 31, 2011.
3. Vendor must acknowledge and agree that EBD may impose an implementation penalty as described in the Performance Standards section for any failure to meet established goals including but not limited to full implementation by January 1, 2012.
4. Vendor must acknowledge and agree that no "administration" fee will be paid during implementation (i.e., no per event or per member per month fee). Administration fees will be paid beginning on the month of "go live" which is currently scheduled for January 2012.
5. Any cost for implementation shall be the responsibility of the vendor - except as specifically indicated on the Official Bid Price Sheet. Any implementation cost will be treated as a one-time fee.

G. ADMINISTRATION

1. Vendor must agree to transparent administration of EAP services as mutually agreed to by the vendor and EBD, with final determination to be made by EBD.
2. Vendor must utilize the secure messaging and task service as defined by EBD.
3. Vendor must utilize secure file transfer protocol as defined by EBD.
4. Vendor's website must comply with Arkansas laws for accessibility.
5. Vendor must allow EBD to test website structure, pages, and review content for usability as determined by EBD; usability concerns must be resolved within two (2) business days.
6. Vendor must agree that all data, records, files and other information relating to ARBenefits belong to EBD and are subject to release to EBD if the contract is terminated.
7. Vendor must coordinate all communications to members through the EBD Communication's Director.
8. Vendor must not use off-shore entities for customer service, data storage, or data collection.
9. Vendor must have all technical systems used in the reporting of the services under this RFP, in full operation and production for at least one (1) year before responding to this RFP. It is not the intent of EBD to be a "tester" of a system or technical program where our members may be negatively impacted due to an improperly designed and tested application. Please note that modifications, enhancements, or system fixes to existing systems will not apply to the one (1) year limitation.
10. Vendor will handle all EAP provider quality issues.

11. Vendor must maintain and manage a compliant and comprehensive EAP network of providers in the State of Arkansas.

H. ELIGIBILITY

1. Vendor must agree to accept the eligibility structure as defined by EBD and must verify eligibility of members using the tools provided by EBD before providing services.
2. Vendor must agree to the EBD-defined eligibility periods and established criteria. Eligibility will be defined by federal, state, and Board mandates.

I. ADMINISTRATIVE/EXECUTIVE SUPPORT

1. Vendor must designate one member of the vendor's staff as the Primary Account Manager with duties to include the day-to-day oversight and support for the plan. This staff person must be physically located in the greater Little Rock area.
2. Vendor must acknowledge that they understand the role of the account manager as being the primary point of contact for all issues that arise with regards to EAP and that it is the account manager whom EBD management will hold accountable. The account manager must have the authority to escalate issues for immediate resolution, and those instructions given to vendor staff from the account manager should be taken as if directly given from EBD management.
3. Vendor must agree to immediately change the assigned account manager at the direction of EBD management.
4. Vendor must provide, at the discretion of EBD, one qualified and acceptable employee to work at the EBD offices as the EAP Services Coordinator with direct supervision by EBD's Chief Health Services Officer. Individual must pass background check as required of traditional state employees.

H. AUDITS

1. Vendor must agree to audits conducted by EBD or EBD's chosen auditor and/or legislative audit.
2. Vendor must agree to annually provide a SAS 70 Report and any other applicable audits and certifications if EBD determines there is a need. (Note: Allowable time will be given to provide this information, if the vendor doesn't currently have a completed SAS 70.)
3. Vendor will guarantee to EBD or its appointees the right to inspection of facilities, equipment, and system support operations to ensure the continued ability of the vendor to support ARBenefits. Failure to comply with a request to inspect will result in a penalty. Failure to respond to a finding from an inspection within 30 calendar days will also result in a penalty.

I. REPORTING

1. Vendor must provide reporting based on the divisions defined by EBD (e.g., Arkansas State Employee (ASE)/Public School Employee (PSE), Group Numbers, etc).
2. Vendor must provide examples of all available reports as part of their response to this RFP.
3. Vendor must negotiate with EBD to develop mutually agreeable reporting formats and deadlines. EBD reserves the right to establish formats and deadlines, if negotiations fail.
4. Vendor will respond to all requests for additional information within a 24-hour period.

J. ACCOUNTING

1. Vendor must agree that Administrative Fees will be paid based on EBD in-house system reported numbers.
2. Vendor service pricing must be completed using the format defined in the pricing detail section in the Official Bid Price Sheet. This form must be completed and reported at each renewal for all services listed.
3. Invoicing:

- a. Vendor must provide invoices on vendor letterhead with contact name, number, payment instructions and other applicable information defined by EBD in the format defined by EBD.
 - b. Vendor must provide separate invoices for ASE and PSE.
 - c. Vendor must submit invoices and required information on a schedule determined by EBD.
- 4. Accounting/Actuary Requirements:
 - a. Vendor must provide a yearly summary report for date of service by plan by year.
 - b. Vendor must provide a year-end report at the appropriate plan-year end.
 - c. Vendor must provide any additional requested data for actuarial analysis by deadline established by EBD and in format established by EBD.
- 5. Vendor will provide a copy, in electronic format only, within the first 10 days of implementation, of the data dictionary for all fields that are operational in any system proposed. This data dictionary must include the length of the field and a specific description of the data stored in each field.

SECTION 3
REQUIREMENTS FOR EVALUATION

3.0 TECHNICAL QUALIFICATIONS

A. System and Reporting Information

1. Detail your technical and system security including structure and security for the internet site. Explain how the member's information is protected.
2. Detail your reporting capabilities. Provide examples of standard reporting in electronic format sufficient enough to fully communicate the capabilities of your reporting utility.
3. Do you have ad-hoc reporting capability? Describe the process and turn-around time for custom reports.
4. Provide a detailed description of capability to track and report on telephone services to include categories being monitored; at a minimum, the vendor must provide a monthly report of types of calls, number of calls resolved during the month, phone abandonment rate, and average response times.
5. Can utilization information be provided to EBD on-line, allowing EBD to extract and manipulate the data themselves? How is this handled? What is required of EBD?
6. How will you assist the plan in maximizing medical cost avoidance now and in the future?
7. How will you assist the plan in identifying measurable outcomes including medical cost savings?
8. What is your measured and calculated ROI for large groups? How is it calculated? What benchmarks are used to measure against?
9. Vendor must describe any breaches, complaints or grievances with regard to protected health information (PHI) (e.g., security or privacy) for their complete book of business; list the event and resolution in detail.
10. Vendor must describe their HIPAA policies, procedures and training related to quality and provider data.
11. Vendor must disclose any event where their employees have willfully committed acts that compromise member information, regardless of whether it is PHI or not.

B. On-Line Capability

1. What is your corporate philosophy as it relates to providing "assistance" through the web?
2. Detail what services / features / functions are provided to employees through your website/portal?
3. Do you offer podcasts / e-books for download? What topics are available?
4. What subjects are discussed through the site?
5. What is the most accessed topic in the last quarter? Last year?
6. How is the material reviewed before posting? Is it developed in-house or outsourced?
7. Is the site "secure" based on a member id and password, or is the site "public" where information is accessible by any user and no member-specific data is provided?
8. Can the member maintain a "profile" on the site? If yes, detail what information is required and what is optional.
9. Can the member ask a real-time EAP related question? If yes, please detail.
10. Given the evolution of Internet services, what differentiates your services from the competition?

3.1 PROGRAM INFORMATION

A. On the following table, indicate which services you provide.

TYPE OF SERVICE	Service Provided: YES	Service Provided: NO
Emotional Well-being:		
1. Grief and loss		
2. Personal relationships		
3. Marriage and family issues		
4. Divorce and separation		
5. Mental Health Issues		
6. Violence and crisis		
7. Financial Planning		
Physical Well-being:		
1. Diet / Nutrition		
2. Importance of Activity		
3. Managing Pain		
Work:		
1. Co-worker relationships		
2. Adjusting to change		
3. Management issues		
4. Stress management		
5. Retirement Planning		
6. Discrimination		
Legal:		
1. Will / Living Will Assistance		
2. Estate Planning		
Addiction and Recovery:		
1. Alcohol and drugs		
Older Adults:		
1. Retirement planning		
2. Caregiver resources		
3. Living with a disability		

B. Describe in detail all of the services you provide listed in the table above.

C. Do you plan to add any of the services listed in the above table that you currently do not offer? If so, which services and when? Also, describe what those services would entail.

D. Describe the contract requirements and contract period for your EAP counselors. Describe how members who live throughout the state will access your services.

E. Describe in detail any additional programs or technologies you offer that would be beneficial to our members.

F. Describe how you will coordinate necessary services with the other benefits coordinators (medical and pharmacy) if necessary.

G. Describe your current Quality Assurance/Improvement Program including, but not limited to, programs currently in place, key personnel, criteria for setting clinical quality standards; include a brief summary of credentials and past experience, the program roles, structure, function, relevant committees, and coordination with Utilization

Management. Describe specific examples of how your Quality Assurance/Improvement Program has led to improved care.

- H. Do you have any system to monitor and report if counselors are providing best practice care, i.e. provider report cards? Describe any incentives your contracts contain to encourage best practice care.
- I. Describe your process for suicide interventions. Detail all methods, i.e. telephonic, in-person, group settings, etc.
- J. Do your protocols and practices differentiate between worksite death / grief counseling and family-related death / grief counseling?
- K. Describe what resources are available for employees with financial issues / home foreclosures / debt management issues?
- L. What assistance / advice / material is available for employees dealing with elder / parental home care?
- M. What protocols / practices are in place to assist employees / dependents with eating disorders?
- N. Detail issue escalation & resolution practices for issues of child / spousal abuse. At what point are police / authorities involved?
- O. Describe in detail any additional legal services provided.
- P. What recommendations / policies / practices do you have regarding counseling / treatment of elected and or high ranking public officials which require a higher level of sensitivity than traditional public employees?
- Q. What methodology have you found to be most effective in engaging employees in EAP services?
- R. What methodology have you found to be most effective in maintaining contact with employer locations? Describe your experience in dealing with multiple employer locations.
- S. Detail your utilization per 1,000 member months for your three (3) largest employer groups.
- T. If utilization was low within an employer group, how have you improved utilization?
- U. Describe your experience with coordination/integration with behavioral and mental health services provided through health insurance plans and / or Case Management vendors.
- V. Provide a detailed description of your capability to track and report on telephone services - to include categories being monitored. At a minimum, the vendor must provide a monthly report of types of calls, number of calls resolved during the month, phone abandonment rate, and average response times.

3.2 ADDITIONAL SERVICES

- A. Describe in detail your experience with various incentives provided to employees to increase participation.
- B. Could you facilitate cash / debit card incentive arrangements including issuance of applicable tax forms to employees? If experience with this arrangement, provide details.

3.3 NETWORK COVERAGE

- A. Detail your ability in providing health and wellness programs focusing on weight management, increased physical activity, nutritional education, tobacco cessation, strength training, or other similar programs designed to enhance the physical wellbeing of the member.

- B. Detail your ability to provide predictive / risk scoring for members to assist with identifying individuals most at risk for significant health events and opportunities for early intervention and management.
- C. Describe your criteria for determining sufficient statewide access. Attach criteria.
- D. Please indicate how EAP coverage will be provided in each county. List the Provider Name, Address, Method of Delivery (phone, in-person, individual, group, other), and Hours of Operation of all providers in each county in Arkansas. If no provider currently can be identified in a county, please indicate with "None Identified".

EXAMPLE:

Faulkner County

Provider: Family Counseling Services

Address: 123 Sweet Street, Conway, AR 72032

Method of Delivery: individual and group counseling, in-person and telephonic services; specialization in on-site trainings for employees and managers.

Hours of Operation: 24/7 phone access; in-person 7a-6p 7 days/week

3.4 VENDOR PROFILE

- A. Provide the following information about your organization:

Name

Home office address

Nearest sale/support office address

Name, title, telephone, fax, and email address of contact person.

- B. Detail the qualifications and number of staff committed to delivery of services.
- C. Detail how many years the organization has been in this type of business.
- D. Provide detailed information on specific contacts for implementation, operations, claims, accounting, and privacy/security.
- E. Detail staff turnover rate for the past year.
- F. Provide detailed information on corporate structure and ownership.
- G. Provide information on any co-owned ventures that might be considered a conflict of interest.
- H. Provide an electronic copy of emergency operations/disaster recovery/business continuity/pandemic plan.
- I. Provide detailed information on insurance, bonding, and guarantees offered in the event of issues caused by loss of operations due to an emergency or disaster. Describe your corporate philosophy.
- J. Given the competition in the EAP marketplace, what differentiates you from your competitors? (200 words or less)
- K. What unique services can you provide that are not available from others in the market?

SECTION 4 EVALUATION CRITERIA

The vendor must address each item listed in this RFP to be guaranteed a complete evaluation. After initial qualification of proposals for mandatory requirements, Technical responses will be evaluated in Committee to issue a Technical score. After receiving a Technical Score, the proposals will be scored for Cost. The Technical score and Cost score will be added together to create a Grand Total score to determine the successful vendor response.

Submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that subjective judgments **must** be made by the Evaluation Team during the assignment of rating points for the Technical score.

The responses which meet the mandatory requirements will be scored for Technical content and Cost using the criteria and scoring as follows:

TECHNICAL EVALUATION CRITERIA	Possible Points
3.0.A Technical Qualifications: System & Reporting	150
3.0.B Technical Qualifications: Online Capability	150
3.1 Program Information	200
3.2 Additional Services	50
3.3 Network Coverage	100
3.4 Vendor Profile	50
TECHNICAL SUBTOTAL	700
Lowest Total Three-Year Cost	300
GRAND TOTAL	1000

The maximum amount of points for Cost (300) will be awarded to the vendor with the Lowest Total Three-Year Cost as calculated from Table A: Required Services To Be Evaluated. The amount of points awarded to the remaining vendors for the Cost category will be allocated by using the following formula:

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

- A = Lowest Total Cost from Table A
- B = Second (third, fourth, etc.) Lowest Total Cost from Table A
- C = Maximum points for Lowest Total Cost from Table A (250)
- D = Number of Cost points scored for that particular proposal

After both the Technical and Cost scoring is completed, the two scores (700 possible and 300 possible) will be added together (1,000 total possible) to determine the Grand Total Score for each vendor.

**SECTION 5
PRICING DIRECTIVES**

- Vendor must submit pricing for all services listed in Table A: Required Services To Be Evaluated (green shaded cells). Pricing must be submitted in the pricing format (hourly, PEPM, etc) as shown on the price sheet. Should pricing not be submitted in the required format, the proposal will be rejected.
- Pricing for items in Table A must be an all-inclusive fee to cover all services/work required to perform the listed service.
- For “Ad Hoc Reporting” purposes, an estimate of 20 hours per year will be used for calculation of pricing, however, EBD makes no guarantee that any hours (equal to, more than, or less than 20) will be used for reporting purposes with the selected vendor.
- Should there be any optional services available in addition to the required services in Table A, vendor may submit the service/cost in Table B: Optional Services NOT To Be Evaluated. Vendor must provide details as to how the pricing is derived for each service, i.e., “\$x PEPM” , “\$x per hour”, “x% of x” , etc. EBD may elect to contract any of these services at any time during the contract period, but is not required to contract any of these services at any time.
- If the pricing of an optional service on Table B is combined with the fee for another optional service on Table B, indicate that such service is “included with ____” and indicate specifically which service item on Table B includes that listed service.

APPENDIX A: PERFORMANCE STANDARDS

Performance Standards for EAP Vendor			
Performance Standard		Guarantee	Penalty
Account Management: Listed below are examples of behavior that could elicit an Account Management penalty. These are examples of and should not be construed as limiting EBD to only the below items.			
(a) Transparency. Failure to notify EBD of loss of Statewide network of EAP counselors. (b) (c) Any failure to comply with all requirements specified in this RFP for the duration of the contracted term in addition to any other EBD requested/mandated requirements implemented after the contract is in effect.		EBD's Discretion	Two Thousand Five Hundred Dollars (\$2,500) per month for Failure to meet this Guarantee
Implementation			
Comply with mutually agreed upon deadlines, benchmarks, and timelines dealing with the implementation of the Plan including but not limited to such items as employee education, data dictionary, technical updates and system changes by 2012 and open enrollment meeting attendance.		100%	Two Thousand Five Hundred Dollars (\$2,500) for Failure to meet this Guarantee (One Time Guarantee)
Audit			
(a) EBD, Legislative Audit and any company chosen by EBD will be allowed to audit 100% of member claims. Audit results will become public knowledge. Failure to meet this performance standard will also become public knowledge.		100%	Two Thousand Five Hundred Dollars (\$2,500) per occurrence for Failure to meet this Guarantee
Requests for Information			
All requests for information must be met no later than 24 hours from the date of the request for information, unless an extension has been requested prior to the due date.		100%	Five Hundred Dollars (\$500) per occurrence for Failure to meet this Guarantee
Consumer Reporting			
Web-site Available		100%	One Hundred Dollars (\$100) per occurrence for Failure to meet this Guarantee

HIPAA/Compliance			
No advertent or inadvertent disclosure of Protected Health Information on ASE or PSE members		100%	Two Thousand Five Hundred Dollars (\$2,500) per occurrence for Failure to meet this Guarantee
Use of EBD's Secure Task System		100%	One Hundred Dollars (\$100) per occurrence for Failure to meet this Guarantee
Use of Secure File Transfer Protocol		100%	One Hundred Dollars (\$100) per occurrence for Failure to meet this Guarantee
Customer Service/Communication			
The Administrator will provide accessible Customer Service to Client employees. The Administrator will provide toll-free telephone service at least (24) hours per day, seven (7) days per week, including holidays.		100%	Two Thousand Five Hundred Dollars (\$2,500) per month for Failure to meet this Guarantee
Percent of calls answered within 30-seconds		95%	Two Hundred Fifty Dollars (\$250) per month for Failure to meet this Guarantee
Percent of calls abandoned		< or = to 4%	Two Hundred Fifty Dollars (\$250) per month for Failure to meet this Guarantee
All education, enrollment or general communication material must be reviewed and approved by the EBD Information Manager		100%	Two Hundred Fifty Dollars (\$250) per occurrence for Failure to meet this Guarantee
Wait Time			
Routine appointment		100 % within 48 hours	One Hundred Dollars (\$100) per occurrence for Failure to meet this Guarantee
Urgent appointment		100 % within 24 hours	One Hundred Dollars (\$100) per occurrence for Failure to meet this Guarantee

Accounting/Reporting			
Required Reports and documentation provided monthly (Admin Fee Invoices, Separate for ASE & PSE)		100%	One Hundred Dollars (\$100) per occurrence for Failure to meet this Guarantee
Required Reports and documentation provided quarterly (Utilization Reports, Performance Reports)		100%	One Hundred Dollars (\$100) per occurrence for Failure to meet this Guarantee
Required Reports and documentation provided annually (Annual Employee Satisfaction Survey, Yearly Summary Report, Year-end Report)		100%	One Hundred Dollars (\$100) per occurrence for Failure to meet this Guarantee
Penalty Payment within 30 calendar days of invoice		100%	Two Thousand Five Hundred Dollars (\$2,500) per occurrence for Failure to meet this Guarantee

STANDARD TERMS & CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for 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 Office of State Procurement 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:** Quote F.O.B. destination. Bid the unit price. 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 Contracts: 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 Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS: The invitation for 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 Office of State Procurement 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 vendor.

15. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. 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.

16. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. 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 Office of State Procurement 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 Office of State Procurement 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.

18. 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.

19. 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 invitation for 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.

20. 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.

21. 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.

22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity.

24. LACK OF FUNDS: The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. 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. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. 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 vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this 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 bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for 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.

28. 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.

Business Associate Agreement

I. Definitions

Terms used, but not otherwise defined, in this Business Associate Agreement “The Agreement” shall have the same meaning as those terms as defined below.

Examples of specific definitions:

- a) Business Associate. "Business Associate" shall mean_____.
- b) Covered Entity. "Covered Entity" shall mean **The State of Arkansas, Department of Finance and Administration, Employee Benefits Division.**
- c) Designated Record Set. "Designated Record Set" shall have the same meaning as the term “designated record set” in 45 CFR Section 164.501
- d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- e) Security Rule. “Security Rule” shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f) Protected Health Information. "Protected Health Information" or “PHI” shall have the same meaning as the term "protected health information" in 45 CFR - 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g) Electronic Protected Health Information. “Electronic Protected Health Information” shall mean Protected Health Information that is transmitted or maintained in Electronic Media.
- h) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operation in an information system.
- i) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR - 164.103.
- j) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- k) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR -160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR - 164.502(g).

II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law or as otherwise authorized in writing by Covered Entity. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (c) Covered Entity’s health information privacy and security policies and procedures.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

- d. Business Associate agrees to notify and report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. Business Associate shall notify Covered Entity by the end of the next business day of the Business Associate or Covered Entity after Business Associate learns of such unauthorized use or disclosure. Business Associates shall report within five business days of the notice to the Covered Entity: (a) identify the nature of the unauthorized use or disclosure; (b) Identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by Covered Entity.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR - 164.524.
- g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR - 164.526 at the request of Covered Entity or an Individual.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to EBD, or to the Secretary, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR - 164.528.
- j. Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with Section II of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR - 164.528.
- k. Business Associate shall use Covered Entity's Privacy and Security Policies as its basic policies with regards to PHI. Business Associate is free to develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) if the United States Code, Title 45, Part 142, Part 160, Subpart A of Part 164 and Subpart C, § 164.302-164.318 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Covered Entity pertaining to an individual. Business Associate shall document and keep these security measures current.
- l. Business Associate will use Covered Entity's Benefit Administration System (BAS) to manage EBD's benefit program. By agreeing to use the BAS, the Business Associate agrees to:
 - a. Cooperate with the development and processing of data feeds to and from the BAS;
 - b. Use Covered Entities BAS as sole source of eligibility information.
- m. Business Associate agrees to comply with all state and federal laws to include those applicable to the Business Associate under the HITECH Act of 2009.

III. Permitted Uses and Disclosures by Business Associate

a. Refer to underlying services agreement:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information it creates or receives to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Request for Proposal, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

IV. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR - 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with - 164.502(j) (1).

V. Obligations of Covered Entity

- a. Covered Entity shall provide Business Associate, upon request, with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR section 164.520.
- b. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR - 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- d. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR - 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- e. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Protected Health Information received from or on behalf of Covered Entity.
- f. If Business Associate conducts any Transaction for or on behalf of Covered Entity, Business Associate shall comply, and shall require any subcontractor or agent conducting such Transaction to comply, with each applicable requirement of Title 45, Part 160, Part 162, Subpart A of Part 164, and Subpart C, §§ 164.302-164.318 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Transactions for or on behalf of Covered Entity that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Transaction; (b) adds any Health Information elements or

segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked “not used” in the Transaction’s Implementation Specification or are not in the Transaction’s Implementation Specification(s); or (d) changes the meaning or intent of the Transaction’s Implementation Specification(s).

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VII. Term and Termination

- a. Term. This Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
 1. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 2. In the event that Business Associate and Covered Entity agree that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VIII. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, Security Rule, or other regulatory body means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of Business Associate under Section VII. of this Agreement shall survive the termination of this Agreement.

- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- e. Indemnification. Business Associate shall indemnify Covered Entity for any and all claims, inquiries, costs or damages that are incurred by Covered Entity due to Business Associate's violation of Business Associate's obligations under applicable HIPAA and HITECH Act Privacy and Security laws and regulations.
- f. Other Agreements. This agreement, upon execution, shall supersede prior Business Associate Agreements and other Agreements with which it conflicts.

IX. HITECH Act Assistance of Business Associate to Covered Entity

In the event of an unauthorized disclosure or breach of a plan participant's PHI that is in the custody or control of Business Associate, Business Associate will take the following steps to assist Covered Entity in addressing applicable requirements under the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and to assist Covered Entity in fulfilling Covered Entity's HITECH Act obligations. Within 5 business days, Business Associate agrees to provide:

- a. Business Associate's initial assessment and opinion regarding whether a particular unauthorized data release incident constitutes a "breach" that triggers the HITECH Act's requirements; and
- b. Business Associate's initial assessment and opinion regarding whether a "breach" poses significant risk of financial, reputational or other harm to the individual(s) affected; and
- c. Business Associate agrees to provide Covered Entity with copies of all materials and information disclosed so that Covered Entity can perform independent risk assessment; and
- d. Where notifications are required, Business Associate agrees to provide assistance in drafting proposed notification(s) to the affected individuals, HHS, or prominent media outlets, however, Covered Entity will make final determination and be responsible for notification of individuals, HHS and media if required; and
- e. Business Associate will provide assistance to Covered Entity in the form of supplying data in the possession of the Business Associate that is needed by Covered Entity to make the annual report to HHS of data breach incidents, as required under the HITECH Act's Data Breach Rule. Business Associate agrees to work cooperatively with Covered Entity to help Covered Entity fulfill the annual HHS log or reporting requirement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on behalf effective as of _____.

COVERED ENTITY

By: _____

Print Name: Jason Lee

Print Title: Executive Director

Date: _____

BUSINESS ASSOCIATE

By: _____

Print Name: _____

Print Title: _____

Date: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

F-1

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.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #: --- --- OR ---	☐ Yes ☐ No		
IS THIS FOR:			
☐ Goods? ☐ Services? ☐ Both?			
TAXPAYER ID NAME:			
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:

F O R I N D I V I D U A L S *

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

☐ None of the above applies

F O R A N E N T I T Y (B U S I N E S S) *

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 [senator, representative, name of board/commission, data entry, etc.]	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								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

***NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED**

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_____

Entity Contact Person_____ Title_____ Phone No._____

AGENCY USE ONLY

Agency Number_____ Agency Name_____ Agency Contact Person_____ Contact Phone No._____ Contract or Grant No._____

FORMS AVAILABLE FROM OFFICE OF DISCLOSURE AND REVIEW (501) 682-5407