



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
 1509 West 7th Street, Room 300
 Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SP-20-0041	Solicitation Issued:	February 21, 2020
Description:	Affordable Care Act Toll-Free Call Center and Navigator Program		
Agency:	Arkansas Insurance Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Opening Date:	March 19, 2020	Proposal Opening Time:	2:00 p.m., Central Time
<p>Deliver proposal submissions for this Request for Proposal to the Office of State Procurement on or before the designated proposal opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none"> • Solicitation number • Date and time of proposal opening • Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Brandi Schroeder	Buyer's Direct Phone Number:	501-682-4169
Email Address:	Brandi.Schroeder@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

The Office of State Procurement (OSP) issues this Request for Proposal (RFP) on behalf of the Arkansas Insurance Department (AID) to obtain proposals and pricing for the operation of a toll-free call center and Navigator program required under the Affordable Care Act (ACA) to assist Arkansans seeking health insurance assistance through the Arkansas Health Insurance Marketplace (AHIM).

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is July 1, 2020, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months past the stated date. By submitting a signed proposal in response to the RFP, Prospective Contractors represent and warrant that they will honor the proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for three (3) years. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 PROPOSAL OPENING LOCATION

Proposals will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 ACCEPTANCE OF REQUIREMENTS

- A. Prospective Contractors **must** unconditionally accept all Requirements in the Requirements Sections of this RFP to be considered a responsive Prospective Contractor.
- B. Prospective Contractors' proposals will be rejected if Prospective Contractors take exceptions to any Requirements in the Requirements Sections of this RFP.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this Bid Solicitation and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. The terms "Request for Proposal," "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- D. "Abandoned Call" means a call abandoned by the caller before speaking to a Customer Service Representative after the initial sixty (60) seconds in the queue.
- E. "Abandonment Rate" means the total number of Abandoned Calls occurring within a specified period of time divided by the total number of calls received within the same specified period of time. Abandonment Rates do not include Dropped Calls.
- F. "Average Handle Time" means Handle Time, applicable to all calls received within a specified timeframe, divided by the total number of calls received within the same specified timeframe.
- G. "Average Hold Time" means Hold Time, applicable to all calls received during a specified timeframe, divided by the total number of calls received during the same specified timeframe.

- H. "Average Speed to Answer" means the Speed to Answer, applicable to all calls within a specified timeframe, divided by the total number of calls received within the same specified timeframe.
- I. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays as listed on the Arkansas Secretary of State's website at <https://www.sos.arkansas.gov/news/state-holiday-calendar/> and any day otherwise designated by public proclamation by the President of the United States or the Governor of the State of Arkansas.
- J. "Call Scripts" means prewritten guides that include helpful information and predetermined language and are used by the Customer Service Representative during consumer calls.
- K. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- L. "Dropped Call" means a call abandoned by the caller before speaking to a Customer Service Representative within the first sixty (60) seconds in the queue.
- M. "Handle Time" means the cumulative amount of time it takes to complete a call, including call initiation, Hold Time, talk time, processing, and performing all tasks required to completely resolve the issue presented in the call, including the completion of all call related tasks required post-phone call to completely resolve the call.
- N. "Hold Time" means the cumulative amount of time that passes between the time a call is placed on hold until the Customer Service Representative speaks with the caller.
- O. "Implementation Period" means the period of time beginning on the starting date of the contract, anticipated to be July 1, 2020 during which the Contractor performs all start up and implementation activities required to achieve full implementation by the Services Start Date.
- P. "Key Performance Indicator" or "KPI" means the Daily Average Speed to Answer and Daily Abandonment Rate.
- Q. "Licensed Exchange Producer" means an individual who is licensed and certified in accordance with the laws of the State of Arkansas to sell, solicit, and/or negotiate insurance.
- R. "Navigator" means a licensed person authorized under 45 CFR 155.210 to assist consumers with understanding, shopping for, selecting, and/or facilitating the enrollment in health insurance offered through a Health Insurance Marketplace.
- S. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- T. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- U. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- V. "Services Start Date" means the date the Contractor begins providing all administrative, management, and other services required by this RFP, anticipated to be September 1, 2020 and is anticipated to immediately follow the Implementation Period. AID has the final determination of the Services Start Date.
- W. "Speed to Answer" means the cumulative amount of time a call rings or waits in the queue before being answered by a Customer Service Representative.
- X. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the State agency using such a contract.
- Y. The terms "Technical Proposal Packet" and "Bid" are used synonymously in this document.
- Z. "Warm Transfer" means a call transfer in which the Customer Service Representative dials a number for the consumer while the consumer is still on the call, talks to the person who has picked up the call, summarizes the purpose of the call, and introduces the consumer to the person to which the call is being transferred before handing the call over. .

1.7 **RESPONSE DOCUMENTS**

- A. Each Proposal **must** include one (1) original hardcopy of the *Technical Proposal Packet* in the English language that **must** include:
1. One (1) original *Proposal Signature Page* that **must** be signed by an official authorized to bind the Prospective Contractor to a resultant contract.
 2. Prospective Contractor's response to the *Information for Evaluation* items/questions.
 3. Completed *Official Bid Price Sheet* (with pricing proposed in the U.S. dollars and cents) sealed separately and clearly marked as *Pricing*.
- B. The following items should be submitted in the original *Technical Proposal Packet*:
1. Three (3) additional complete hardcopies of the *Technical Proposal Packet* marked *Copy*.
 2. Electronic copies, preferably in PDF format and on flash drives.
 - a. Four (4) electronic copies of the *Technical Proposal Packet*.
 - b. One (1) electronic copy of the *Official Bid Price Sheet*.
 - c. One (1) redacted electronic copy of the original *Technical Proposal Packet*. (See *Proprietary Information*.)
 - d. EO 98-04: *Contract and Grant Disclosure Form*. (See *Standard Terms and Conditions*, #24. *Disclosure*.)
 - e. Copy of Prospective Contractor's Equal Opportunity Policy. (See *Equal Opportunity Policy*.)
 - f. Voluntary Product Accessibility Template (VPAT), if applicable. (See *Technology Access*.)
 - g. *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - h. Signed addenda, if applicable. (See *Requirement of Addendum*.)
 3. Arkansas Prospective Contractor Number, if known. (See *Prospective Contractor Registration*.)
- C. Prospective Contractor's signature on *Proposal Signature Page* signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this Bid Solicitation will cause the Prospective Contractor's Proposal to be rejected.
- D. Prospective Contractors **shall not** include any pricing in any copy of the *Technical Proposal Packet*.
- E. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- F. Prospective Contractors should not send any bid submission documents via email or fax.
- G. All additional submitted copies **must** be identical to the original copy. In case of a discrepancy, the original copy governs.
1. If OSP requests additional copies of the Proposal, the copies **must** be delivered within the timeframe specified in the request.

1.8 **PROSPECTIVE CONTRACTOR REGISTRATION**

- A. Prior to award, the apparent successful Contractor **shall** be registered as an Arkansas Prospective Contractor to receive payment.
- B. For a \$25 annual fee, Prospective Contractors may register online at <https://www.ark.org/contractor/index.html> and will receive a Prospective Contractor Number upon registering. Online registration allows Prospective Contractors to receive email notifications for future bid solicitations posted to the OSP website.
- C. Prospective Contractors not wishing to register online **shall** submit an updated copy of the Contractor's Form W-9 to the Agency prior to award.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before February 27, 2020 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on March 4, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a proposal that conforms in all material respects to this RFP. It is the Prospective Contractor's responsibility to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.10 SUBCONTRACTORS

- A. Prospective Contractors should complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.
- D. All subcontractors **shall** comply with all Requirements, terms, and conditions of this RFP and a resulting contract.

1.11 PRICING

- A. Prospective Contractors **shall** include all pricing on the *Official Bid Price Sheet* only.
- B. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation* and contains three items for the following purposes:
1. For Item 1, Prospective Contractors **shall** enter a single Implementation Fee to cover all start up and implementation activities including but not limited to portal set up, Navigator training, and all other supplies and actions necessary to begin providing services specified in this RFP by the Services Start Date.
 2. For Item 2, Prospective Contractors **shall** enter the cost per year to provide portal hosting, if applicable, including but not limited to all software, maintenance, and support necessary to provide services as specified in this RFP.
 3. For Item 3, Prospective Contractors **shall** enter the cost per year to provide all services specified in this RFP, except those services covered in Items 1 and 2, including but not limited to basic call center services, customer service, Navigator services, My Arkansas Helpline services, continued training, attending meetings, and reporting.
- C. If any cost is not included by the Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
- D. To allow time to evaluate proposals, prices **must** be valid for ninety (90) days following the proposal opening.

- E. The *Official Bid Price Sheet* **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing."
- F. Prospective Contractors should not submit any ancillary information not related to actual pricing on the *Official Bid Price Sheet* or in the sealed pricing package.

1.12 **PRIME CONTRACTOR RESPONSIBILITY**

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

1.13 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of a proposal, the Prospective Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the submitted proposal:
 - The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of the submitted proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.14 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this Bid Solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under FOIA without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under FOIA.
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.

- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.15 **CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this Bid Solicitation through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the *Official Bid Price Sheet*.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this Bid Solicitation.
- H. Prospective Contractors may submit multiple proposals.

1.16 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by OSP will modify this Bid Solicitation.
- B. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening date and time and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to proposal opening.

1.17 **AWARD PROCESS**

A. Successful Contractor Selection

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the highest-ranking Prospective Contractors. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest-ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this Bid Solicitation is subject to State approval processes which may include Legislative review.

2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.18 **MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.19 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP **must** have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included in the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that **must** also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.20 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

1.21 **RESTRICTION OF BOYCOTT OF ISRAEL**

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

1.22 **PAST PERFORMANCE**

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

1.23 **TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet

information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency **must** provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.24 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Prospective Contractor’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.25 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State’s authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.26 PUBLICITY

A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.

B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be rejected.

1.27 RESERVATION

The State will not pay costs incurred in the preparation of a proposal.

1.28 ETHICAL STANDARDS

It **shall** be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

SECTION 2 – REQUIREMENTS

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

2.1 INTRODUCTION

The Office of State Procurement (OSP) issues this Request for Proposal (RFP) on behalf of the Arkansas Insurance Department (AID) to obtain proposals and pricing for the operation of a toll-free call center and Navigator program required under the Affordable Care Act (ACA) to assist Arkansans seeking health insurance assistance through the Arkansas Health Insurance Marketplace (AHIM).

In addition to standard call center services and services required under ACA and other related federal and State law, services under a resulting contract will also include referring callers to local Licensed Exchange Producers (LEP) via Warm Transfer or portal entry.

2.2 BACKGROUND AND CURRENT ENVIRONMENT

The Affordable Care Act (ACA) is aimed at extending health insurance coverage to approximately 32 million uninsured Americans by expanding both private and public insurance. Provisions of ACA include but are not limited to initiatives to expand consumer access to insurance, increase consumer protections, emphasize prevention and wellness, expand the health workforce, and curb rising health care costs.

ACA requires two (2) programs for a State Based Exchange on the Federal Platform (SBE-FP) Marketplace—a toll-free consumer call center and a Navigator Program to provide education and enrollment assistance to eligible consumers. The SBE-FP Marketplace is the vehicle created to help consumers in the State shop for and select health insurance coverage in a way that permits comparison of available qualified health plans based on price, benefits, services, and quality, regardless of its governance structure.

Under the current call center contract, a consumer calls into the My Arkansas Helpline number and speaks with a customer service representative (CSR) concerning basic health insurance eligibility and enrollment. Should the consumer require assistance beyond the scope of the CSR's expertise, the CSR transfers the consumer to a Navigator or an LEP, whichever the CSR deems applicable to the consumer based on Navigator availability and/or consumer need.

A Navigator answers more complex questions and/or enrolls the consumer in health insurance, if eligible. If the consumer needs enrollment into the AR Works Program (Medicaid Expansion), or needs more personalized assistance, the Navigator transfers the consumer to an LEP via the My Arkansas Helpline referral program. Eligibility for health insurance enrollment and coverage and other roles and responsibilities of the Navigator will be further defined during Navigator training after award.

The help line referral program, also known as "My Arkansas Helpline," was established to provide additional, more personalized assistance to consumers throughout Arkansas. My Arkansas Helpline is currently comprised of approximately one hundred (100) LEPs that self-registered through the My Arkansas Helpline. The LEPs receive Warm Transfers and/or portal referrals from CSRs and/or Navigators from the call center.

2.3 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. At the time of proposal submission, the Prospective Contractor **shall** have an open and operational call center that **must** be equipped to accept and respond to an estimated one hundred (100) calls per week while meeting the performance standards specified herein.
- B. At the time of proposal submission, the Prospective Contractor **shall** have the following components in place as they relate to the call center and to the services provided under a resulting contract:
 1. Call Scripts.
 2. Comprehensive task inventory.
 3. Quality assurance plan.
 4. Content management plan.
 5. Disaster recovery plan.

2.4 GENERAL REQUIREMENTS

- A. The Contractor **shall** perform all services under a resulting contract in-house within a single call center facility located within the Continental United States.

- B. The Contractor **shall** provide a single, designated, toll-free telephone number to AID that consumers will call to access the toll-free call center, Navigator program, and My Arkansas Helpline referral program (hereinafter collectively referred to as "Call Center").
1. Outside of Business Days, calls to the toll-free telephone number **must** be answered by a messaging system directing the caller to dial the Federal Call Center phone number.
- C. The Contractor **shall** provide adequate Navigator and CSR staff to answer and respond to approximately one hundred (100) health insurance eligibility and enrollment phone calls per week (and increased call volume during open enrollment between November 1st and November 15th of each year) as required to maintain and fulfill the Requirements of this RFP.
1. The Contractor **shall** provide additional CSRs within four (4) hours of receiving notification from the project manager or from AID that phone calls are expected to exceed or have exceeded more than one hundred (100) calls in a single Business Day.
 2. The Contractor **shall not** have any service interruptions or blocked calls due to an insufficient number of CSRs on staff at any time.
- D. Navigators and CSR staff **shall** answer calls coming into the toll-free telephone number on Business Days within the first five (5) rings or within sixty (60) seconds, whichever is longer.
- E. The Contractor **shall** provide all services under a resulting contract in compliance with applicable State and federal laws, specifically the ACA, 45 CFR Part 155, Arkansas Code Annotated § 23-61-804, and in accordance with call center industry standards.
- F. Upon request by OSP and prior to contract award, the Prospective Contractor expected to be awarded a contract **shall** execute AID's Business Associate Agreement (BAA) and **shall** submit the executed BAA to the OSP buyer via email within two (2) Business Days of request or as otherwise stated in the request. (See *Attachment A: Business Associate Agreement.*)
1. The Contractor **shall** comply with the BAA throughout the aggregate term of a resulting contract.
 2. Should the BAA be revised during the aggregate term of a resulting contract, the Contractor **shall** execute and return the BAA as specified by AID and **shall** comply with the revised version of the BAA.
- G. The Contractor **shall** comply with Culturally and Linguistically Appropriate Services (CLAS) standards and **shall** provide accessibility that aids in the sensitive and special needs of consumers including but not limited to accessibility for the hearing and speech impaired, such as TTY (teletypewriter or other text display device), relay capability, and accessibility for Limited English Proficiency and low literacy.
- H. Should AID request revisions to the Contractor's Call Scripts, comprehensive task inventory, quality assurance plan, content management plan, and/or disaster recovery plan, the Contractor **shall** make requested revisions prior to the Services Start Date and as requested throughout the aggregate contract term.
1. All revisions and changes to the aforementioned documents **must** meet AID's approval prior to the Services Start Date.
 2. Once approved by AID, the Contractor **shall not** revise the documents during the contract term unless approved in writing by AID prior to revisions being made.

2.5 **STAFFING REQUIREMENTS**

- A. Upon contract award, the Contractor **shall** assign a designated project manager to be the AID's primary point of contact and to administer and manage all services and operations for the AID account as necessary to fulfill the Requirements of this solicitation.
1. The project manager **shall** be available to AID via telephone and/or email on Business Days throughout the aggregate term of a resulting contract.
 2. The project manager **shall** provide a direct phone number and email address to AID for ongoing account correspondence.
 3. The project manager **shall** respond to AID same day if AID contacts the project manager by 11:00 a.m. Central Time or within twenty-four (24) hours if AID contacts the project manager after 11:00 a.m. Central Time.

- B. Prior to providing services under a resulting contract, and prior to the Services Start Date, the Contractor **shall** assign at least one (1) dedicated, in-house Navigator, and at least one (1) dedicated, in-house customer service representative (CSR) to the AID account.
- C. Prior to providing services under a resulting contract, all Navigators **shall** obtain the Navigator licensure in accordance with Arkansas Code Annotated § 23-64-607 et al.
 - 1. See <https://myarinsurance.com/pages/plan-year-2017-training/> for the licensure process.
 - 2. As part of the licensure process, AID's Licensing Division will request a criminal background check and will review payments due for child support and State, federal, and local personal taxes.
- D. Prior to providing services under a resulting contract, all CSRs **shall** have a high school diploma or equivalent and **shall** be comprehensively trained in HIPAA, Protected Health Information (PHI), health insurance options and coverage, and other topics as determined necessary by AID.
- E. All Navigators and CSRs assigned to provide services under a resulting contract **shall** be fluent English-speakers, and at least one (1) Navigator or CSR assigned to provide services under a resulting contract **shall** be a fluent Spanish-speaker.
- F. Should the Contractor fail to meet the Staffing Requirements of this RFP, including but not limited to licensing and training Requirements, the State reserves the right to terminate the contract in accordance with the cancellation procedures specified herein. (See *Cancellation*.)
- G. At the request of AID, the Contractor **shall** replace a staff member with a person having equal to or greater qualifications than the person being replaced within a mutually agreed upon timeframe, with AID having final approval of the replacement timeframe.

2.6 **CSR REQUIREMENTS**

- A. CSR staff **shall** answer basic support and health insurance questions via the toll-free telephone number, such as questions related to open enrollment, health insurance application methods, general eligibility requirements, methods to appeal adverse decisions, and application and plan enrollment deadlines but **shall not** address matters outside of the scope allowed by the Affordable Care Act (ACA) and applicable laws.
- B. The Contractor **shall** provide CSR staff training and Call Scripts that enable CSR staff to determine caller needs and provide Warm Transfers to the following transferees:
 - 1. Arkansas Department of Human Services (DHS) including but not limited to representatives with DHS's Division of County Operations (DCO) representatives.
 - 2. Centers for Medicare and Medicaid Services (CMS).
 - 3. The Federal Call Center (healthcare.gov) at 1-800-318-2596.
 - 4. Arkansas Insurance Department (AID).
 - 5. LEPs in the My Arkansas Helpline referral program.
 - 6. Health Insurance Carriers.
 - 7. Navigators.
- C. Call Scripts **must not** take the CSR longer than five (5) minutes from beginning to end to complete.
- D. Should an LEP fail to answer the transfer within the first ten (10) rings or within the first one (1) minute (whichever is longer), CSR staff **shall** input the required referral details from the caller into the LEP's portal.
 - 1. Should the caller request immediate attention, CSR staff **shall** refer a caller to AID's Marketplace Compliance Coordinator or designee.
- E. CSR staff **shall** attempt, within the first three (3) minutes of answering a call, to determine whether or not the call is health insurance related.
 - 1. Should the CSR determine the call is not health insurance related, the CSR **shall** terminate the phone call within three (3) minutes of answering.

2.7 **NAVIGATOR PROGRAM**

- A. The Navigator Program is required by ACA to help consumers understand their new coverage options and find affordable coverage that meets their health care needs.
- B. The Contractor **shall** provide a Navigator Program that meets all ACA requirements with a minimum of one (1) Navigator to assist consumers with obtaining health insurance for themselves and their families.
- C. The Navigator **shall**:
 - 1. Maintain expertise through continuing education.
 - 2. Provide information and services to consumers in a fair, accurate, and impartial manner.
 - 3. Counsel enrollees regarding their health insurance options, including but not limited to options in Medicaid, the Federal Children's Health Insurance Program (CHIP), and other health insurance coverage options.
 - 4. Facilitate enrollment for consumers in health insurance or a qualified health plan.
 - 5. Complete all documents necessary for consumers to receive tax credits.
 - 6. Provide outreach and prioritize assistance to those uninsured individuals who may be unaware of their coverage options.
 - 7. Provide referrals for consumers regarding a grievance, complaint, or question concerning enrollment to Issuer, agents or other license complaints from consumers are referred to the AID Consumers Division to register a formal complaint.
 - 8. Provide other services to consumers as directed by AID.
- D. The Navigator **shall** renew his/her Navigator License before September 30 of each year and **shall** submit a copy of the license to AID as requested by AID.
- E. The Navigator **shall** comply with Federal Code 45 CFR 155.210(d-e), the Unfair Trade Practices Act, and applicable federal and State insurance laws including but not limited to laws concerning privacy and market conduct.
- F. Navigators **shall** initiate a Warm Transfer to an LEP in the My Arkansas Helpline referral program for callers eligible for enrollment in the AR Works Program (Medicaid Expansion).
 - 1. Should an LEP fail to answer the transfer within the first ten (10) rings or within the first one (1) minute (whichever is longer), Navigators **shall** input the required referral details from the caller into the LEP's portal.

2.8 **MY ARKANSAS HELPLINE AND PORTAL REQUIREMENTS**

- A. During the Implementation Period, the Contractor **shall** develop a secure, fully functioning, web-based portal that **must** include the following features and capabilities:
 - 1. Ability for LEPs to submit registration information.
 - 2. Ability for LEPs to create an LEP user account to receive and retrieve referral information.
 - 3. Ability for CSRs and Navigators to enter referrals to registered LEPs.
 - 4. Ability to send immediate, automated referral notices upon referral entry.
 - 5. Ability for LEPs to enter referral outcomes.
 - 6. Secure storage, upload, download, and management of all data, forms, and records.
- B. If requested by AID, the Contractor **shall** allow AID to test each of the portal's features and capabilities during the Implementation Period.
 - 1. Should AID identify errors, difficulties, and/or glitches in any of the features and capabilities during testing, the Contractor **shall** make all reasonable adjustments requested by AID within five (5) Business Days after receiving AID's request and **shall** allow AID to re-test each of the features and capabilities as requested by AID.

2. Should AID identify additional errors, difficulties, and/or glitches in any of the features and capabilities during the re-test, or at any time during the aggregate term(s) of a resulting contract, the Contractor **shall** make all reasonable adjustments requested by AID within five (5) Business Days after receiving AID's request until the errors, difficulties, and/or glitches are resolved.
 3. All features and capabilities **must** be included and fully functional on the web-based portal prior to the Services Start Date, to the satisfaction of AID.
- C. The Contractor **shall** update and maintain the web-based portal as directed by AID throughout the term(s) of a resulting contract.
- D. The web-based portal **must** be available 100% of the time unless unavailable due to scheduled maintenance.
1. Scheduled maintenance **must** occur between midnight and 6:00 a.m., Central Time to avoid disruption of services to the State.
 2. The Contractor **shall** notify AID of scheduled maintenance at least forty-eight (48) hours in advance whenever possible.
- E. When an LEP registers on the portal, the Contractor **shall** verify the LEP's licensure status and business address using the National Insurance Producer Registry (NIPR) - State Based System (SBS) agent look-up website (<https://www.nipr.com/>).
- F. Once the LEP's licensure status and business address have been verified, the Contractor **shall** send a registration email to the LEP with a user identification and temporary password, along with clear and simple instructions on how to create the LEP's user account.
1. The registration email **must** also include instructions and requirements for how to retrieve referral information, check the status of referrals, and enter referral outcomes.
- G. The Contractor **shall** assist LEPs via email and/or telephone with all My Arkansas Helpline related questions including but not limited to questions regarding registration, user set-up, retrieving referrals, and entering referral outcomes.

2.9 TRAINING

- A. The Contractor **shall** provide CSRs and Navigators with training that provides accurate and quality telephone support for callers and that meets all applicable federal, State, and ACA requirements.
- B. The training provided to CSRs and Navigators **must** include but is not limited to include:
1. Federal, State, and ACA Navigator licensing requirements
 2. HIPAA, PHI, and other related privacy requirements.
 3. Health insurance options and coverage information
 4. Call Scripts, a quality assurance plan, and Key Performance Indicators (KPI)
 5. Other topics requested by AID
- C. The Contractor **shall** provide training to CSRs and Navigators prior to the Services Start Date, prior to any CSR or Navigator providing services under a resultant contract, and each year prior to contract renewal.

2.10 QUALITY ASSURANCE AND KPI

- A. The Contractor **shall** develop and implement a quality assurance plan to ensure optimal customer service and that KPI Requirements are being met.
- B. The quality assurance plan **must** include, at minimum, the following components:
1. Phone call recordings, data collection, analysis, and feedback on all calls coming into the Call Center.
 2. A statistically valid and random sample of calls each month to confirm the quality, accuracy, and completeness of information provided to callers.
 3. Tracking of KPI data.

4. Tracking of Dropped Calls, Hold Times, and Handle Times.
 5. Tracking of complaint data that **must** include a description of each complaint, KPI data specific to the complaint, the individuals and/or processes affected by the complaint, complaint resolution, and mitigation measures taken to prevent recurrence of the same or similar complaint.
- C. The Contractor **shall** maintain all call recordings and KPI data for at least seven (7) years.
- D. Should AID request call recordings and call data, the Contractor **shall** provide the KPI data to AID as directed within one (1) Business Day of request and **shall** provide the actual call recording within five (5) Business Days of request.
- E. Abandonment Rates **must not** exceed the following percentages:
1. Daily Abandonment Rate during open enrollment: twelve percent (12%).
 2. Daily Abandonment Rate outside of open enrollment: eight percent (8%).
- F. Daily Average Speed to Answer **must not** exceed sixty (60) seconds of wait time in the queue or five (5) rings, whichever is longer.

2.11 **REPORTS**

- A. The Contractor **shall** submit weekly KPI reports to AID's AHIM Division by twelve (12:00) p.m., Central Time on the second (2nd) Business Day of the week following the week being reported.
- B. The Contractor **shall** submit monthly reports to AID's AHIM Division on or before the tenth (10th) calendar day of the month following the month being reported.
- C. At a minimum, weekly KPI reports and monthly reports **must** include the following information for the time period being reported:
1. Report date and reporting period.
 2. Total number of calls received, answered, and transferred outside of the Call Center.
 - a. Transferred calls **must** be referenced by transferee number and destination.
 3. Total number of Abandoned Calls and Dropped Calls.
 4. Daily Abandonment Rate, Daily Average Speed to Answer, Average Hold Time, and Average Handle Time.
 5. Assistance type for each caller (whether assisted by CSRs, Navigators, or transferred to an LEP).
- D. Monthly reports **must** include the following additional information for the month being reported:
1. Training summary including training dates, training duration, training topics provided to newly hired and existing CSRs and Navigators, and pass/fail rates of applicable tests administered.
 2. Complaint data summary.
 3. Total numbers for each of the following categories:
 - a. Callers eligible for the AHIM.
 - b. AHIM applications completed by Navigators.
 - c. Callers referred by the Access Arkansas portal or local DCO for Minimum Essential Coverage (MEC).
 - d. Callers transferred to LEPs, AID, and CMS.
 4. Referral outcomes received from LEPs, including number of referrals, enrolled into AHIM, Arkansas Works, health insurance, and number of referrals not enrolled in health insurance.
- E. The Contractor **shall** include all additional information requested by AID on the weekly and monthly reports and **shall** submit all reports in a format acceptable to AID.

2.12 PRIVACY AND SECURITY

- A. The Contractor and employees **shall** comply with all requirements of the Arkansas Personal Information Protection Act and all other State and Federal laws, regulations, rules, and policies regarding the security and privacy of Personally Identifiable Information (PII) or Protected Health Information (PHI).
- B. The Contractor **shall** comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act.
- C. The Call Center, the Navigator Program, and the Help Line Referral Program **must** have provisions in place to protect consumers from a breach of unsecured PHI and data as required by 45 CFR 164.410.
- D. AID may cancel any contract resulting from this RFP in accordance with the cancellation procedures set forth herein (See *Cancellation*) for a HIPAA violation whereby the Contractor or Contractor's employees cause a breach of unsecured PHI and the Contractor fails to take the steps necessary under applicable laws, regulations, rules, and policies to correct the breach.
- E. All data, along with any documents, electronic reports, records, or other media produced as a result of this solicitation **must** remain the sole property of the State and **must** not be used for any other purposes than described in this Solicitation.
- F. The privacy and security Requirements **must** continue in full effect for the duration of any resulting contract and until the data has been destroyed from the Contractor's system and from any backups

2.13 TRANSITION SERVICES

- A. In the event the resulting contract is terminated, cancelled, or expired, the Contractor **shall** assist AID and the new Contractor, to the extent as AID determines necessary, to ensure an orderly transfer of responsibility and the continuity of those services required under the terms of the contract to another organization designated by AID.
- B. The Contractor **shall** provide at no charge, all records, including but not limited to documentation, reports, data, recommendations, or printing elements which are required to be produced under the terms of the contract (excluding the Contractor's intellectual property) to AID or to AID's designee, within seven (7) Business Days of AID's request, contract termination, contract cancellation, or contract expiration, in a method to be determined by AID.
- C. The Contractor **shall** provide all services needed in order to execute the successful transition of services and data. Except for as specifically agreed to by AID, it is anticipated that AID's main role will be supervisory in nature to ensure that all of AID's needs are sufficiently and successfully met.

2.14 PERFORMANCE STANDARDS

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

H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

Performance Standards

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
<p>Call Center Availability</p>	<p>Call Center has no service interruptions or blocked calls due to insufficient CSRs being staffed.</p>	<p>\$3,000 credit on monthly invoice for each Business Day whereby that the Call Center has service interruptions or blocked calls due to an inadequate number of CSRs being staffed.</p> <p>More than two (2) service interruptions or blocked calls within an open enrollment period, may result in contract termination.</p>
	<p>Contractor provides additional CSR's and Navigators within four (4) hours of receiving notification of an increase or of an expected increase in calls coming into the Call Center to one hundred (100) or more calls per day.</p>	<p>\$500 credit on monthly invoice for each hour after the fourth hour for each instance during the month whereby the Contractor fails to provide additional CSRs and Navigators within four (4) hours of receiving notification regarding an increase in calls.</p> <p>Repeated documented offense may result in contract termination.</p>
<p>KPI</p>	<p>Daily Average Speed to Answer meets the Requirement of the RFP.</p>	<p>\$750 credit on monthly invoice for each Business Day whereby the Contractor fails to meet the Daily Average Speed to Answer as specified in the RFP.</p>
	<p>Daily Abandonment Rate meets the Requirements of the RFP.</p>	<p>\$5,000 credit on monthly invoice for each Business Day whereby the Contractor fails to meet the Daily Abandonment Rate of the RFP.</p>
<p>Privacy and Security</p>	<p>The Contractor complies with all requirements of the Arkansas Personal Information Protection Act and all other State and Federal laws, regulations, rules, and policies regarding the security and privacy of Personally Identifiable Information (PII) or Protected Health Information (PHI).</p>	<p>Failure to comply may result in immediate contract termination.</p>
	<p>The Contractor complies with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act.</p>	<p>Failure to comply may result in immediate contract termination.</p>

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

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

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

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

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Experience and Qualifications	15	15%	105
E.2 Call Center	15	20%	140
E.3 CSR and Navigator Program	20	20%	140
E.4 Referral Program and Portal	15	15%	105
E.5 Implementation	5	15%	105
E.6 Disaster Recovery and Confidentiality	10	15%	105
Total Technical Score	80	100%	700

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

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

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

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

E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

F. Technical Proposals receiving the top three (3) highest scores will move forward in the solicitation process. The pricing for proposals that do not move forward will not be scored.

3.2 COST SCORE

A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest Initial Year Estimated Grand Total Cost as shown on the *Official Bid Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)

B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

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

A = Lowest Total Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

3.3 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.4 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL ITEMS

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

4.1 PAYMENT AND INVOICE PROVISIONS

- A. The Contractor **shall** submit monthly invoices no later than the fifth (5th) Business Day of each month to:
- Arkansas Insurance Department
1200 West 3rd ST
Little Rock, AR 72201-1904
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

4.2 GENERAL INFORMATION

- A. The State will not:
1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.
 2. Contract with another party to indemnify and defend that party for any liability and damages.
 3. Pay damages, legal expenses or other costs and expenses of any other party.
 4. Continue a contract once any equipment has been repossessed.
 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
 6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - 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.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

4.3 CONDITIONS OF CONTRACT

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.

- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

4.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.5 **RECORD RETENTION**

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 **PRICE ESCALATION**

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

4.7 **CONFIDENTIALITY**

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

4.8 **CONTRACT INTERPRETATION**

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

4.9 CANCELLATION

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

4.10 SEVERABILITY

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any resulting contract if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of 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:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid shall have title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. 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 Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractor **must** 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:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and is 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 **shall** have 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 Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 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 Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor'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 Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 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 Contractor.
- 10. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may

become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.

14. **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. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** 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 Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
23. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
24. **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.

TECHNICAL PROPOSAL PACKET
SP-20-0041

PROPOSAL SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:			
Address:		AR Vendor # (if known)	
City:		State:	Zip Code:
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation	<input type="checkbox"/> Public Service Corp <input type="checkbox"/> Nonprofit
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American	<input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Service-Disabled Veteran <input type="checkbox"/> Women-Owned
	AR Certification #: _____ * See <i>Minority and Women-Owned Business Policy</i>		
PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
<i>Provide contact information to be used for bid solicitation related matters.</i>			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			
CONFIRMATION OF REDACTED COPY			
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.			
<i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>			
ILLEGAL IMMIGRANT CONFIRMATION			
By signing and submitting a response to this <i>Bid Solicitation</i> , a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.			
ISRAEL BOYCOTT RESTRICTION CONFIRMATION			
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.			
<input type="checkbox"/> Prospective Contractor does not and will not boycott Israel.			
ETHICAL STANDARDS CONFIRMATION			
By signing and submitting a response to this <i>Bid Solicitation</i> , a Prospective Contractor 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 Contractor for the purpose of securing business.			

An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be rejected.

Authorized Signature: _____ Title: _____

Printed/Typed Name: _____ Date: _____

PROPOSED SUBCONTRACTORS FORM

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

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

Type or print the following information:

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

PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS

SUBMISSION REQUIREMENTS

Per the Bid Solicitation, the following items **must** be submitted with the Prospective Contractor's proposal:

- Proposal Signature Page*
- Responses to the *Information for Evaluation* section of the *Technical Proposal Packet*
- Official Bid Price Sheet*

It is strongly recommended that the following items are also included with the Prospective Contractor's proposal:

- Three (3) electronic copies of the *Technical Proposal Packet*
- One (1) electronic copy of the *Official Bid Price Sheet*
- One (1) redacted electronic copy the original *Technical Proposal Packet*, if applicable
- EO 98-04: *Contract and Grant Disclosure Form*
- Copy of Prospective Contractor's *Equal Opportunity Policy*
- Voluntary Product Accessibility Template (VPAT)
- Proposed Subcontractors Form*, if applicable
- Signed addenda, if applicable

INFORMATION FOR EVALUATION

- Provide a response to each item/question in this section. Prospective Contractor may expand the space under each item/question to provide a complete response.
- **Do not** include additional information if not pertinent to the itemized request.

	Maximum RAW Score Available
E.1 EXPERIENCE AND QUALIFICATIONS	
A. Provide an overview of your company's experience in implementing and operating call center services for clients receiving at least one hundred (100) calls per week on average.	5 points
B. Provide an overview of your company's experience in implementing and operating services under the ACA or other health-related regulations.	5 points
C. Provide the experience and qualifications of the project manager anticipated to be assigned to the AID account.	5 points
E.2 CALL CENTER	
A. Describe your company's call center processes, including use of call scripts, call quality and performance monitoring, and other best practices. Include a sample of two (2) of your company's current call scripts.	5 points
B. Describe your company's content management plan, identifying all the elements necessary to the call center operation, including people, processes, and equipment.	5 points
C. Provide your company's comprehensive task inventory.	5 points
E.3 CSR AND NAVIGATOR PROGRAM	
A. Describe your company's process for ensuring that staffing levels will meet or exceed efficiently and effectively handling consumer calls.	5 points
B. Provide your company's current or proposed quality assurance plan.	5 points
C. Describe your company's understanding of the ACA Navigator Program requirements.	5 points
D. Provide your company's current or proposed training plan for both CSRs and Navigators.	5 points
E.4 REFERRAL PROGRAM AND PORTAL	
A. Provide an overview of your company's experience in implementing and operating web-based portals or other web-based applications.	5 points
B. Provide your company's proposed process for LEP portal registry and user set up.	5 points
C. Describe your company's proposed procedures for ensuring referral outcomes are updated as required under the referral program.	5 points

E.5 IMPLEMENTATION	
A. Describe your company's plan for completing implementation by the Services Start Date.	5 points
E.6 DISASTER RECOVERY AND CONFIDENTIALITY	
A. Provide your company's disaster recovery plan.	5 points
B. Describe how your company proposes to ensure the privacy, confidentiality, and security of information received and/or transmitted as part of the services provided under a contract resulting from this RFP.	5 points

BUSINESS ASSOCIATE AGREEMENT**Between****ARKANSAS INSURANCE DEPARTMENT****And**

Business Associate

(Business Taxpayer Identification Number)

This Business Associate Agreement (“Agreement”) is made effective on _____, (the “Effective Date”) by and between the Arkansas Insurance Department (“Covered Entity”) and _____, (“Business Associate,”) (collectively, the “Parties”).

Background

- a) In accordance with the laws of Arkansas, Business Associate provides services for Covered Entity unrelated to treatment, payment, or healthcare operations and therefore the Parties believe a Business Associate Agreement is required. The provision of such services may involve the disclosure of individually identifiable health information from Covered Entity to Business Associate.
- b) The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- c) The Parties enter into the Agreement with the intention of complying with the HIPAA Privacy and Security Rule provisions and the Health Information Technology for Economic and Clinical Health (HITECH) Act, that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

DefinitionsCatch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured

Protected Health Information, and Use.

Specific definitions:

- a) “Breach” shall have the meaning set out in its definition at 45 C.F.R. 164.402, as such provision is currently drafted and as it is subsequently updated, amended, or revised.
- b) “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean _____ (Business Associate Name).
- c) “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Arkansas Insurance Department.
- d) “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- e) “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.
- f) “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- g) “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.
- h) “Unsecured Protected Health Information” shall have the meaning set out in its definition at 45 C.F.R. 164.402; protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Secretary of DHHS in the guidance issued under section 13402(h)(2) of Pub. L. 111-5; as such provision is currently drafted and as it is subsequently updated, amended, or revised.

Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the HIPAA Privacy Rule.

Obligations and Activities of Business Associate

Business Associate agrees to:

- a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health

information other than as provided for by the Agreement;

- c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- d) Business Associate agrees to report to Covered Entity any unauthorized acquisition, access, use, or disclosure of unsecured PHI the Business Associate holds on behalf of the covered entity, including the identity of each individual who is the subject of the unsecured PHI of which it becomes aware, no case later than ten calendar days after the discovery of the breach;
- e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- f) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- g) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- h) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- i) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- j) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- a) Business Associate may only use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Parties' contract dated _____, provided that such use or disclosure does not violate the policies and procedures of all HIPAA rules.
- b) Business Associate may use or disclose protected health information as required by law.
- c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's Privacy and Security policies and procedures.

- d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- e) Business Associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached. The Business Associate will notify Covered Entity within 10 calendar days of such a disclosure.
- f) Business Associate may provide data aggregation services relating to the health care operations of the covered entity.

Discovery and Notification of Breach or Incident

- a) Business Associate shall implement reasonable systems, policies, and procedures for discovery of possible HIPAA violations and breaches (as defined by HIPAA rules), and shall ensure that its workplace members and other agents are adequately trained and aware of the importance of timely reporting of possible breaches.
- b) Upon the discovery of any HIPAA violation by the Business Associate or any member of its workforce, (which includes, without limitation, employees, subcontractors and agents), with respect to PHI, the Business Associate shall promptly perform a risk assessment to determine whether a breach of unsecured PHI has occurred and whether or not the breach has resulted in any harm to the owner of the PHI as required by HITECH Act.
- c) The Business Associate shall take immediate steps to mitigate any HIPAA violation with respect to the Covered Entity's PHI that is discovered and shall provide the Covered Entity with written documentation of such steps.
- d) If the Business Associate determines that a breach of unsecured PHI may have occurred, the Business Associate shall notify the Covered Entity of such breach or incident within ten calendar days. The Business Associate will specifically notify the Arkansas Insurance Commissioner in writing via posted mail as well as email and will confirm receipt of the email immediately by phone.

Such notice shall include:

- i. A brief description of the occurrence, including the date of the breach and the date of discovery, if known;
- ii. To the extent possible, the identity of each individual whose unsecured PHI has been, or is reasonably believed to have been, breached;

- iii. A description of the types of unsecured PHI involved;
 - iv. A brief description of what the owners of the PHI can do to protect themselves;
 - v. A brief description of what the Business Associate is doing to investigate the breach, mitigate harm to affected individuals, and protect against further breaches; and,
 - vi. Any other information that the Covered Entity reasonably believes necessary to enable it to comply with its obligations under HIPAA.
- e) The Business Associate shall continue to provide the Covered Entity with any additional information related to the required disclosures that becomes available following initial notice of the breach. The Business Associate will fully cooperate with the Covered Entity's investigation.
- i. For a breach involving unsecured PHI of more than 500 individuals of a state or jurisdiction, the Business Associate shall promptly provide notice of such breach to the Covered Entity, the U.S. Secretary of Health and Human Services and any other federal authorities as required by HIPAA.
 - ii. The Business Associate agrees to maintain documentation of all breaches of unsecured PHI for a minimum of six years after the creation of the documentation, and shall make such documentation available to the U.S. Secretary of Health and Human Services upon request.
 - iii. The Business Associate hereby agrees to indemnify and hold the Covered Entity harmless from and against liability and costs, including attorney's fees that are created by any breach resulting from the acts of its employees, agents or workforce members.

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 Subpart E of 45 CFR Part 164 if done by covered entity.

Term and Termination

- a) Term. This Agreement shall be effective as of the effective date stated above and 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 the Covered Entity, or if it infeasible to return or destroy the protected

health information protections acceptable to Covered Entity are extended to such information in accordance with the termination provisions below, or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

- b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by covered entity.
- c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, business associate shall return to covered entity or, if agreed to by covered entity, destroy all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.
- d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

- a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules 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 compliance with the requirements of the HIPAA Rules and any other applicable law.
- c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed in its name and on its behalf effective as of the Effective Date at the top of this document.

Business Associate:

Signed: _____

Title: _____

Date: _____

Arkansas Insurance Department:

Signed: _____

Title: _____

Date: _____

OFFICIAL BID PRICE SHEET

SP-20-0041 ACA Toll-Free Call Center and Navigator Program

Item	Description	One Time Cost
1	Implementation Fee	\$ -
Item	Description	Cost Per Year
2	Portal Hosting	\$ -
3	Call Center Services	\$ -
INITIAL YEAR ESTIMATED GRAND TOTAL COST (to be used in determining low cost)		\$ -