

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING**

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance-based standards. Following are the performance-based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.

- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.

- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.

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

- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>EQRO WORK OVERVIEW RELATED TO ALL REVIEW TYPES</p> <p>A. Vendor shall perform functions and processes for the following programs and populations, which may be modified in the future:</p> <ol style="list-style-type: none"> 1. Arkansas Dental Managed Care Organization (DMO); 2. Provider-Led Arkansas Shared Savings Entities (PASSE) program; and 3. Other current and existing managed care programs. <p>B. For each of these programs, Vendor shall perform the following overarching functions, as well as related and foundational activities, including but not limited to:</p> <ol style="list-style-type: none"> 1. Perform the specified mandatory and optional EQRO activities defined in 42 CFR §438.358; 2. Identify, develop, implement, evaluate, revise, and improve state quality strategies, performance measurements, and performance improvement projects; 3. Ensure that each program meets the requirements of 42 CFR §438.330, specifically inclusion of the basic elements of quality assessment and performance improvement programs; 4. Assist DHS and its managed care programs to develop an appropriate and efficient process to evaluate the impact and effectiveness of its own quality assessment and performance improvement program; 5. Perform other duties as necessary to ensure program compliance with all CMS rules and regulations; 6. Perform services, including special projects, as directed by specific written or verbal communication from DHS; and 7. Meet with DHS at regularly scheduled times, and as requested, to provide routine updates regarding progress of work performed and for other purposes. <p>C. Vendor shall comply with all applicable laws,</p>	<p>Acceptable performance is defined as meeting reporting deadlines and status updates for work performed one hundred percent (100%) of the time, unless extenuating circumstances prevent timely reporting, DHS has been notified and agrees to an extension.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A fifty percent (50%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The fifty percent (50%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties, including, without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>regulations and instructions from CMS, including but not limited to:</p> <ol style="list-style-type: none"> 1. 42 CFR §438; and 2. EQRO Protocols, current and future, issued by CMS. <p>D. Vendor shall maintain independence, as defined in 42 CFR §438.354(c), throughout the entire contract term.</p>		
<p>EQR ACTIVITIES AND PROTOCOLS OVERVIEW</p> <p>For each mandatory and optional activity and protocol, Vendor shall comply with the following process format.</p> <ol style="list-style-type: none"> 1. Vendor shall work with DHS to identify the EQRO activity to be undertaken, including standards and objectives to be evaluated, which may include, but is not limited to, the following aspects of the programs: <ol style="list-style-type: none"> a. Plans, including structure and operations; b. Members; c. Data/Measurements; and d. Evaluation/Quality Assurance/Improvements. 2. Prior to beginning an EQR activity, DHS and the vendor will meet to review, negotiate, and approve the vendor's detailed work plan and appropriate milestones. 3. Vendor shall design and develop measurement and scoring tools, review criteria, and work plan methodology in accordance with CMS EQR protocols and DHS-defined Performance Indicators (PIs). 4. Vendor shall conduct the specified activities according to the following general sequence of procedures: <ol style="list-style-type: none"> a. DHS may select the appropriate standards to be evaluated (if applicable to the activity) and provide direction to Vendor. b. Vendor shall conduct the activity pursuant to the agreed-upon methodology. c. Vendor shall provide findings and recommendations to each program being reviewed to include opportunities for improvement or corrective action steps if indicated. d. Vendor shall deliver to DHS a final written report describing all activities performed. <ol style="list-style-type: none"> i. The report shall contain a comprehensive, aggregated summary of 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all agreed upon workplan activities and timelines.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A fifty percent (50%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The fifty percent (50%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties, including, without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>all program findings and will document components of the review and final compliance determinations for each regulatory provision.</p> <p>ii. The report will also include a year-to-year comparison of program-specific findings, recommendations, and corrective action steps, if applicable, directed by Vendor.</p> <p>iii. Vendor shall detail the initiatives taken by each program to address findings, recommendations, and corrective action steps from previous compliance reviews to determine if such actions need improvement or continued corrective action is required.</p> <p>5. Where applicable, Vendor shall follow the corresponding CMS-issued protocol(s) that specify:</p> <p>a. The data to be gathered;</p> <p>b. The sources of the data;</p> <p>c. The activities and steps to be followed in collecting the data to promote its accuracy, validity, and reliability;</p> <p>d. The proposed validated method or methods for analyzing and interpreting the data once obtained; and</p> <p>e. Instructions, guidelines, worksheets, and other documents or tools necessary for implementing the protocol.</p>		
<p>EQR ACTIVITIES Year One: Immediate Activities The focus of the first-year evaluation will be to review that each Managed Care Organization (MCO) has the adequate policies, procedures, and processes to meet the state requirements. This includes obtaining, evaluating, and validating methodologies, processes, policies, procedures, and compliance to standards. The state will provide the vendor with the DHS requirements, regulations, or contract language that the MCOs are required to have in place.</p> <p>A. Validation of each MCO's performance improvement projects (PIP) that were underway during the preceding twelve (12) months in accordance with the requirements in 42 CFR §438.330(d) and the managed care agreements.</p> <p>B. Validation of performance measures calculated by the State during the preceding twelve (12) months. PASSE performance measures can be found in Exhibit II of the</p>	<p>Acceptable performance is defined as:</p> <p>A: Submission of PIP validation reports to DHS no later than September 1, 2020.</p> <p>B: Submission of the Performance Measure validation reports to DHS no later than September 1, 2020.</p> <p>C: Submission of Managed Care compliance validation reports as described in detail to DHS no later than March 1, 2021.</p> <p>D: Submission of Network Adequacy validation reports as</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A fifty percent (50%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The fifty percent (50%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>PASSE Provider Agreement. DMO performance measures can be found in Attachments A and C of the DMO Provider Agreement.</p> <p>C. Validation of compliance with Managed Care standards, quality assessment, and performance improvement. Analyze data identified by the state as having potential quality or utilization concerns.</p> <ol style="list-style-type: none"> 1. Data evaluation shall include the following activities undertaken or datasets collected and compiled by each MCO: <ol style="list-style-type: none"> a. Encounter data b. Quality metrics c. PIP data d. NCCI claims coding assessment 2. Data-related activities to be reviewed and evaluated by the EQRO shall include the following without limitation, and shall not be limited to: <ol style="list-style-type: none"> a. MCO data collection processes b. Encounter edits c. Data validation d. Completeness of the data submissions for encounter file submission, quality measure reporting, and performance improvement program e. For PASSE, assessment of total cost of case management, Emergency Room utilization, and other high cost services to be defined statistically for evaluation and recommendations as part of performance improvement measures <p>D. Validation of network adequacy and access to care during the preceding twelve (12) months.</p> <ol style="list-style-type: none"> 1. Network adequacy may include any or all of the following applicable provider types: <ol style="list-style-type: none"> a. Primary care Medical and Dental providers (adult and pediatric); b. Obstetrics and Gynecology; c. Developmental disability providers; d. Behavioral health; e. Home and Community Based Services providers under PASSE; f. Specialists (adult and pediatric); g. Hospital; h. Pharmacy; i. Pediatric dental; j. All other provider types listed in any governing documents, including 	<p>described in detail to DHS no later than December 1, 2020.</p> <p>E: Submission of Grievance and Appeals Process validation reports to DHS no later than July 1, 2020.</p> <p>F: Submission of outcomes evaluation reports to DHS no later than March 1, 2021.</p> <p>G: Submission of regular and ongoing activity reports to DHS no later than the agreed upon timeframes for each report, but at least monthly.</p>	<p>3rd incident: DHS reserves the right to impose additional penalties, including, without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Agreements and Provider Manuals; and</p> <p>k. Additional provider types when it promotes “the objectives of the Medicaid program for the provider type to be subject to such time and distance standards.”</p> <p>2. Evaluation of network adequacy should include the following without limitation:</p> <p>a. Evaluate the methods and process used by the MCO’s to meet DHS time and distance standards.</p> <p>b. Review and evaluate network contracting and MCO processes for meeting network adequacy standards.</p> <p>c. Review of patient satisfaction surveys and complaints, together with processes for handling complaints and issue resolution.</p> <p>3. Confirmation of access to care and confirmation of adequate network shall include:</p> <p>a. Sample and cold calls of providers listed in MCO networks, using a valid sampling methodology to verify the percentage of providers that have available appointments within the DHS standard for new patients.</p> <p>i. For PASSE, must call at least ten percent (10%) of providers listed in the following service categories: behavioral health, developmental disabilities, primary care physicians, hospitals, and pharmacists.</p> <p>ii. For PASSE, must call at least ten percent (10%) of all other provider types combined.</p> <p>iii. For DMO, must call at least ten percent (10%) of primary care dentists and pediatric primary care dentists.</p> <p>b. Validation of DHS measurement processes for Network Adequacy.</p> <p>c. For PASSSE, members were able to access services listed in their PCSP (Person-Centered Service Plan).</p> <p>i. Validation of the State reviewed PCSPs</p> <p>ii. Conduct independent PCSP reviews on twenty percent (20%) of each PASSE’s member roster</p> <p>iii. Use information collected from the consumer and provider surveys to determine if services were provided in accordance with PCSPs and were provided timely.</p> <p>d. For DMO, members were able to access appointments for services in accordance</p>		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>with the quality metrics in Attachment C of the DMO Agreement.</p> <p>E. Review of the grievance and appeals process. Vendor shall conduct review of member appeal, complaint, grievance processes and management and identify any backlogs.</p> <p>F. Analysis of the effectiveness of the MCOs. Vendor shall evaluate and provide feedback to the State of why one MCO within a single program (i.e., PASSE or DMO) achieves better success or outcomes in quality metrics contained in their respective MCO agreements.</p> <p>G. Additional activities agreed upon by Vendor and State or mandated by federal requirements.</p> <p>Year Two and Later: Subsequent Activities Subject to amendment or new RFP, Vendor shall propose detailed EQR plans that accomplish the following activities, including timelines, milestones, metrics, methodologies, reporting, and costs.</p> <p>A. The focus of the evaluations in Year Two and thereafter will be onboarding additional MCO programs for EQR as well as developing strategies more granular in nature. An emphasis will be placed on program improvement, including improvement in data collection, reporting and validation, as well as improvements in metrics, resulting in more efficient and effective programs for each program's members. These activities are, without limitation:</p> <ol style="list-style-type: none"> 1. Analyzing datasets (i.e., encounter, quality metrics, PIP, abuse, waste, overpayment and fraud) and identifying trends in utilization and quality. 2. Reviewing outcome data submitted by the MCO regarding completed PIP projects. 3. Analyzing data for program activities identified by the Department as having potential quality or utilization concerns. 4. Reviewing utilization of certain services or buckets of services requested by the Department. 		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>5. Validating timely filing and payment of claims by the MCO and MCO providers, including review of their payment systems.</p> <p>6. Conducting independent PIPs based on Department or EQRO identified quality or utilization concerns.</p> <p>7. Reviewing and validating the MCO's process of credentialing, including a review of the timeliness of the credentialing process.</p> <p>8. Analyzing effectiveness of the MCO. Vendor shall evaluate and provide feedback to the Department of why one MCO achieves better success or outcomes in metrics and other quality outcomes.</p> <p>9. Conducting a focused study aimed at assessing the experiences of children and youth in foster care specific to the quality of health-related service delivery.</p> <p>10. Conducting one-time studies necessary for clinical or non-clinical services.</p> <p>11. Additional activities recommended by Vendor or requested by DHS.</p>		
<p>EQR RESULTS AND TECHNICAL REPORT</p> <p>A. Vendor shall produce a technical report, related results, and underlying data to DHS, which shall include the elements described in the activities and protocols, to include without limitation:</p> <ol style="list-style-type: none"> 1. The methodologies used to evaluate the programs; 2. A detailed description of the evaluation and its outcomes; and 3. Recommendations for improvement. <p>B. Pursuant to 42 CFR §438.364, Vendor shall produce EQR results in an annual detailed technical report that summarizes findings on access and quality of care, including:</p> <ol style="list-style-type: none"> 1. For each EQR-related activity conducted under this contract: <ol style="list-style-type: none"> a. A description of how the data from all activities conducted were aggregated and analyzed, and conclusions were drawn as to the quality, timeliness, and access to the care furnished by each program; 	<p>Acceptable performance is defined as delivery of the finalized annual technical report to DHS by the 28th day of February following the end of each calendar year being reported to ensure compliance with the April 30th deadline for submission to CMS and for posting on the appropriate website(s) pursuant to the CMS Final Rule.</p> <p>In the first year of the contract, Vendor and DHS shall work to develop, with CMS, a delivery date for the initial technical report for the Arkansas Dental Managed Care Organizations.</p>	<p>1st incident: A fifty percent (50%) penalty will be assessed in the following months' payment to the provider for each 14-day period the Vendor is not in full compliance with all requirements of the contract. The fifty percent (50%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>2nd incident: DHS reserves the right to impose additional penalties, including, without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>b. Objectives;</p> <p>c. Technical methods of data collection and analysis;</p> <p>d. Description of data obtained, including validated performance measurement data for each activity conducted under this contract; and</p> <p>e. Conclusions drawn from the data.</p> <p>2. An assessment of each program's strengths and weaknesses for the quality, timeliness, and access to health care services furnished to enrolled members;</p> <p>3. Recommendations for improving the quality of health care services furnished by each program, including how the State and the managed care programs can target goals and objectives in the state quality strategy to better support improvement in the quality, timeliness, and access to health care services furnished to enrolled members;</p> <p>4. Suitable, operational, and comparative information about all programs, consistent with guidance included in the EQR protocols; and</p> <p>5. An assessment of the degree to which each MCO and MCO program has effectively addressed the recommendations for quality improvement made by the EQRO during the previous year's EQR.</p> <p>C. Vendor shall assist DHS with interpretation and application of the results, and conclusions of the technical report.</p>		<p>Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>STAFFING</p> <p>A. The vendor must adhere to the following staffing requirements:</p> <ol style="list-style-type: none"> 1. Maintain an organizational chart listing all staff positions required and qualified to perform the scope of work. 2. Produce a staffing plan as outlined in the RFP and accepted proposal. 3. Train every staff member (including Subcontractors) performing services under any resultant Contract from this RFP including without limitation, Privacy Training and Compliance. The training and compliance must include, at a minimum, PIPA (Arkansas Personal Information Protection Act); HITECH; the HIPAA Privacy 	<p>Acceptable performance is defined as:</p> <ol style="list-style-type: none"> 1. Providing an updated organizational chart bi-annually and notifying DHS of any significant changes being proposed. 2. Submitting an initial staffing plan and annual update. Should there be any updates in the vendor's staffing plan from the staffing plan submitted in the Vendor's proposal, the updated staffing plan 	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A fifty percent (50%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The fifty percent (50%) penalty will be</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Rule; the HIPAA Security Rule; compliance and enforcement; sanctions and remedies; recognizing and reporting a breach; mitigation strategies following a breach or incident; and safeguarding PHI and PII in any form, including in verbal, documentary, and electronic forms, in accordance with Federal guidance.</p> <p>4. Train its staff on relevant industry developments at an interval approved by the Contract Monitor.</p> <p>5. Any time after Contract Commencement, submit to the Contract Monitor for approval any proposed agreements with a Subcontractor that have not already been identified to the State during the RFP response period, within the vendor's Technical Proposal Packet, or during Contract negotiations (See RFP Section 1.12).</p> <p>6. Vendor may request an additional agreement with any Subcontractor not previously disclosed to the State.</p> <p>B. All EQRO staff and subcontractors must meet the following requirements:</p> <p>1. Eligible for participation in the Medicaid program. However, Medicaid participation in Medicaid Fee-for-Service is not required;</p> <p>2. Pass a background check based on the nature and scope of the work the employee or subcontractor will perform;</p> <p>3. Not be debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations or guidelines issued under federal Executive Order 12549; and</p> <p>4. Not be debarred, suspended, or otherwise excluded from participation in federal health care programs under either section 1128 or section 1128A of the Act or listed on the Arkansas Medicaid Excluded Provider's List.</p> <p>C. <u>Key Personnel</u>. Vendor must provide, at a minimum, the following key personnel:</p> <p>1. Project Manager</p> <p>a. Vendor shall provide one (1) Full-Time</p>	<p>must be submitted to the Contract Monitor thirty (30) days after contract commencement showing the number and type of staff resources to be assigned this project with the staffing. At all times during the contract, Vendor shall maintain staffing levels at ninety percent (90%) of its proposed staffing plan set forth in its Technical Proposal Packet or its modified staffing plan as approved by the Contract Monitor.</p> <p>3. One hundred percent (100%) of vendor employees, agents, and subcontractors shall receive training and comply with the provisions of all applicable security and privacy laws, including but not limited to:</p> <p>a. HIPAA;</p> <p>b. HITECH; and</p> <p>c. PIPA [Act 1526 of 2005 (Ark. Code Ann. §4-110-101 et seq.)]</p> <p>The Vendor shall provide this training at least annually and shall document the training sessions. The Vendor shall provide annual training documentation for review by the State within one (1) business day of the state's request.</p> <p>4. Vendor shall provide DHS with staff training on industry standards within one (1) business day of the</p>	<p>calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties, including, without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Equivalent (FTE) Project Manager (PM) that shall be dedicated one hundred percent (100%) to this contract. The PM shall have an advanced degree and at least three (3) years' experience in directing EQR projects similar in scope and size as the project described in this RFP.</p> <p>b. The Project Manager shall be based in Little Rock, Arkansas, and accessible to State staff during State business hours.</p> <p>c. This person shall be at the Vendor's officer level and must be approved by the DHS Contract Monitor, including upon replacement.</p> <p>d. The PM shall meet with DHS on a regular basis in Little Rock, Arkansas, during implementation and on a periodic basis thereafter. The frequency and dates of meetings shall be determined by DHS during contract negotiations, during implementation, and throughout the contract term as needed.</p> <p>e. The Project Manager shall have experience coordinating subcontractor staff if the Vendor proposes to use subcontractors.</p> <p>f. The PM shall be specifically responsible for coordinating the implementation and operations of all aspects of the contract, including the following deliverables without limitation, but is not limited to:</p> <p>i. Coordinate all EQR activities with the designated DHS EQRO contact throughout the design, development, and finalization of all technical reports and other deliverables;</p> <p>ii. Participate in weekly meetings or as often as requested by DHS either via phone, video conference, or on site at DHS. The purpose of these regular meetings is to maintain communication with the DHS-designated EQRO contact to discuss progress, barriers, and any other related issues relevant to the EQR activities;</p> <p>iii. Designate appropriate staff to meet with DHS and program staff to provide clarification or direction in relation to EQR projects;</p> <p>iv. Facilitate meetings to include: providing an agenda, minute taking, and creation and distribution of informational materials;</p> <p>v. Facilitate and prepare oral presentation</p>	<p>state's request.</p> <p>5. Vendor shall submit subcontractor agreements for review within thirty (30) days of vendor's contract commencement.</p> <p>6. The Vendor's request for any additional Subcontractor agreement shall be made to DHS within fifteen (15) days or immediately upon knowledge of the possible addition of any subcontractor agreement.</p> <p>While the Vendor may choose to Subcontract various functions with a State-approved subcontractor, the Vendor shall demonstrate that the use of such Subcontractors will not affect the experience of enrolled members.</p> <p>7. Vendor shall provide documentation verifying it and any subcontractor meets requirements prior to start of contract or subcontract, and for employees, within one (1) business day of DHS's request for documents.</p> <p>8. Key Personnel shall perform continuously as follows:</p> <p>a. Key Personnel shall be the same people as referenced in the Vendor's proposal unless substitution is approved by the Contract Monitor.</p>	

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>of EQR findings, recommendations, corrective action plans, and technical assistance to DHS and/or program staff;</p> <p>vi. Ensure all final technical reports and other deliverables are timely, well written, accurate, and complete;</p> <p>vii. Assist DHS in responding to any questions from CMS or other stakeholders about any final technical reports or deliverables; and</p> <p>viii. Prepare and deliver Contractor activity reports to DHS, including any due dates, milestones, and project status.</p> <p>a) The project status report should include, but is not limited to, overall project status, schedule, scope, resources, organizational change management (OCM), due dates/milestones, risks/issues/concerns, and brief narrative updates/comments for each area;</p> <p>b) By symbol or colors (e.g., red, yellow and green), Vendor shall also indicate the current status of each area;</p> <p>c) Initially, the reports shall be made weekly to DHS. Vendor shall work with DHS to determine whether the frequency of the reports should be decreased or increased.</p> <p>2. Vendor Contract Manager. Vendor shall designate a qualified individual to serve as the dedicated EQRO Contract Manager (CM). The CM must hold a senior management position within the EQRO and be authorized to represent the EQRO in all matters pertaining to the EQRO contract with DHS.</p> <p>3. Evaluator Lead(s). Vendor shall describe for each Evaluator Lead:</p> <p>a. Qualifications, including education and experience;</p> <p>b. Scope of Work under the contract; and</p> <p>c. Staff members under each lead.</p> <p>4. Others. Vendor shall designate dedicated, qualified individuals to meet the requirements of 42 CFR §438.354, including statisticians and additional positions proposed by the bidder.</p>	<p>Vendor must maintain enough key personnel to ensure essential project tasks are completed without interruption or reallocation of work effort.</p> <p>Reassignments of key personnel on essential project tasks must be reviewed and approved by DHS prior to reassignment.</p> <p>b. Key Personnel shall perform continuously for the Contract Term, or such lesser duration as specified in the <i>Technical Proposal Packet</i>.</p> <p>c. Key Personnel shall not be removed by the Vendor from working under this Contract without prior written approval by the Contract Monitor. The Vendor shall submit a substitution request at least fifteen (15) days prior the intended date of change or as soon as the Vendor is given notice by the Key Personnel, in the event the Vendor learns of a vacancy with less than fifteen (15) days' notice.</p> <p>d. In the event of a vacancy in a Key Personnel position, the Vendor shall fill the position within thirty (30) days of the vacancy occurring.</p> <p>e. The Vendor shall demonstrate to the</p>	

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	<p>Contract Monitor's satisfaction that the proposed substitution of Key Personnel has the qualifications that shall be at least equal to those of the Key Personnel for whom the replacement is requested.</p> <p>f. The Vendor shall provide the Contract Monitor with a substitution request that shall include:</p> <ul style="list-style-type: none"> i. A detailed explanation of the reason(s) for the substitution request. ii. The resume of the proposed substitute personnel signed by the substituting individual and his or her formal supervisor. iii. The official resume of the current personnel for comparison purposes. iv. Evidence of any required credentials. <p>g. The Contract Monitor shall have the right to require additional information concerning the proposed substitution.</p> <p>h. The Contract Monitor or other appropriate State personnel involved with the contract shall have the right to interview the proposed substitute personnel prior to deciding whether to approve the</p>	

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	<p>substitution request.</p> <p>i. The Contract Monitor will notify the Vendor in writing of: the acceptance, denial, contingent approval, or temporary approval for a specified time limit, of the requested substitution.</p> <p>j. In the event of a change in Key Personnel, the Vendor shall ensure a complete transfer of information and strive for a seamless transition.</p>	
<p>PROVISION OF OFFICE SPACE AND EQUIPMENT</p> <p>A. <u>Hours</u>. Vendor's office must be open from 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday.</p> <p>B. <u>Physical Location</u>. Vendor must provide a physical location within the State of Arkansas sufficient to house all core staff within ninety (90) days of the contract start date.</p> <p>C. <u>Facilities, Computers and Equipment</u>.</p> <p>1. All computers, equipment, and other resources necessary to fulfill the terms of this contract shall be at Vendor's expense and shall be properly maintained to minimize any negative impact on performance of duties.</p> <p>2. Vendor shall furnish and maintain facilities and equipment to be able to accommodate communications, and well as receive, send, and store all data necessary to fulfill the terms of this contract, including HIPAA compliance.</p>	<p>Acceptable performance is defined as:</p> <p>A: Vendor must be open 8 a.m. to 5 p.m. CT, Monday through Friday, except on state holidays and during times when state identified inclement weather policy is in effect.</p> <p>B: Physical location within the state must be in place and open for business within ninety (90) days of the contract start date. Physical location within the state must remain open and operational throughout the term of the contract.</p> <p>C: Facilities, computers and equipment requirements for full operational compliance with the contract must be maintained one hundred percent (100%) percent of the time.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A fifty percent (50%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The fifty percent (50%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties, including, without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		Vendor Performance Report (VPR) in the vendor file and terminating the contract.
<p>DATA MAINTENANCE Vendor shall provide detailed plans for compliance with data transfer, maintenance and retention:</p> <p><u>A. Required Interfaces, Communications, and Data and Information Flows</u></p> <ol style="list-style-type: none"> 1. Vendor shall be able to interface and communicate with all persons, entities, and systems necessary to comply with all requirements herein. 2. Vendor shall work with DHS, each managed care program vendor, and each program's state and vendor staff to transfer all necessary data for review as required by each activity. <ol style="list-style-type: none"> a. Certain interfaces or communications may require Vendor to log in to another vendor's system or receive a feed or data transfer from another vendor. Vendor and DHS shall work to identify any necessary interface and communication processes and the current vendor's requirements. Vendor shall work expediently and in good faith with each current vendor in order to have all necessary interfaces and communication processes operational prior to the contract start date or as quickly as needed after the contract start date. b. Vendor shall work with DHS to establish a system for communication, including delivery of reports. <p><u>B. Data Security and Breaches.</u> All data stored in Vendor's database shall be secure and comply with all state and federal laws, including, but not limited to, HIPAA.</p> <p><u>C. Data Retention and Disposal</u></p> <ol style="list-style-type: none"> 1. Vendor shall comply with all applicable laws regarding retention of records, data, and information relating to this contract. 2. Documentation related to all processes set out herein shall be maintained by Vendor in accordance with the Arkansas Records Retention Policy. 3. At the end of this contract, or upon DHS's request, Vendor shall work with DHS to 	<p>Acceptable performance is defined as:</p> <p>A: Interfaces and other communications technology required to begin work shall be in by the contract start date unless extenuating circumstances outside vendor's control occur. In the event of such occurrence, DHS shall issue a written extension, but in no such circumstances shall vendor assess additional charges for building interfaces or systems. Additional interfaces and technology required as work progresses must be in place according to the start of the timeline to perform the specified work activity it supports.</p> <p>B: Vendor shall notify DHS immediately of any compliance violations or breach, incident, issue, complaint, sanction, or occurrence related to Protected Health Information (PHI), Personal Identifying Information (PII), HIPAA transactions and code sets, or similar matters as identified by Vendor or DHS.</p> <p>C: Vendor shall comply with all Data Retention and Disposal protocols one hundred percent (100%) of the time.</p> <p>D: Vendor shall produce documentation or other verification of its Business Continuity and Recovery</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A fifty percent (50%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The fifty percent (50%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties, including, without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p> <p>A data breach or privacy violation shall be grounds for imposition of sanctions and remedies, including but not limited to cause for termination of the contract rather than imposing first and second incident penalties.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>transfer all the data contained in its database to DHS or the incumbent vendor. As part of this requirement, Vendor shall work with DHS to define the format and process for transferring all data to DHS or the incumbent vendor in a manner that ensures that data is immediately usable by DHS or the incumbent vendor.</p> <p>4. After Vendor has complied with any data transfers requested by DHS, Vendor shall comply with HIPAA requirements regarding data destruction.</p> <p>5. Vendor shall complete, file, retain, and make available upon request all program records in a secure, HIPAA-compliant manner.</p> <p>D. Business Continuity and Recovery Plan</p> <p>1. Vendor shall develop a Business Continuity and Recovery Plan to deal with unexpected events that may affect its ability to perform any or all functions under this contract.</p> <p>2. Vendor shall perform, at a minimum, a complete back-up of all internal data at least every three (3) business days, and data must be able to be recovered within three (3) business days.</p>	<p>Plan and validate its back-up protocols to DHS upon request.</p>	
<p>REPORTS</p> <p>Vendor shall prepare accurate and timely reports to DHS. Vendor shall provide related and underlying data as needed and requested by DHS.</p> <p>1. Reports include:</p> <ol style="list-style-type: none"> Annual technical report; Report for each activity; Milestone and activity reports; Other reports identified by Vendor; and Other reports identified by DHS. <p>2. All reports shall be provided in a format and construct as specified by or approved by DHS and delivered in electronic format to a DHS point of contact who will be specified at the time of contract award.</p> <p>3. Should DHS determine that the content, frequency, or another factor of a report needs modification, the Vendor must modify the report as specified (exclusive of CMS-mandated reports that require</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with accuracy, timeliness, specified format and construct of reports unless vendor and DHS has agreed to revisions prior to submission of the report in question.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A fifty percent (50%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The fifty percent (50%) penalty will be calculated from the total payment for the identified month in which the deficiency</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>specific components).</p>		<p>took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties, including, without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>MANDATED REPORTING Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect:</p> <ol style="list-style-type: none"> a. That a child has been subjected to child maltreatment; b. That a child died as a result of child maltreatment; c. That a child died suddenly and unexpectedly; or d. Observes a child being subjected to conditions or circumstances that would reasonably result in child maltreatment; or e. That an endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<ol style="list-style-type: none"> 1. For each failure to report, DHS may impose: <ol style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. <p>In addition to the</p>

Service Criteriaⁱ	Acceptable Performance	Damages for Insufficient Performanceⁱⁱ
<p>an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p>		<p>above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>PERFORMANCE BONDING The Contractor shall be required to obtain performance bonds to protect the State's interest as follows:</p> <ol style="list-style-type: none"> 1. The amount of the performance bonds shall be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. 2. The State shall require additional performance bond protection when a contract price is increased or modified. 3. The additional performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request. 4. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>Damages shall be one percent (1%) per day, calculated using the annual contract amount, for each day Vendor fails to meet the Performance Bonding Requirements specified in Service Criteria.</p> <p>In addition, Vendor's continued failure to meet Service Criteria, may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract termination.</p> <p>Failure to provide is a breach of contract and may result in immediate contract termination.</p>
<p>CONFLICT OF INTEREST MITIGATION During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item throughout the term of the contract.</p>	<p>The Vendor will be fined five thousand dollars (\$5,000) per day for each day past five (5) days for each actual,</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>		<p>apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined one hundred thousand dollars (\$100,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p>TRANSITION PLANNING Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.</p>

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

In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services of it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

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

ⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

ⁱⁱ The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at

law or in equity.