

**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 <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p><b>STANDARD PROCESSES AND REQUIREMENTS RELATED TO ALL REVIEW TYPES</b></p> <p>Vendor shall perform related functions and processes, and adhere to the following standard requirements applicable to all process types including, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Verification Processes;</li> <li>2. Reconsiderations of review determinations requested by Providers or Beneficiaries;</li> <li>3. Resolution of complaints and responses to correspondence made by Providers or Beneficiaries related to review determinations;</li> <li>4. Participation in all activities related to administrative appeals of adverse actions and litigation based in whole or in part on Vendor's acts or omissions;</li> <li>5. Required and ad hoc reporting;</li> <li>6. Development and provision of all forms and documents related to the above mentioned processes;</li> <li>7. Development and implementation of various Quality Assurance and Performance Improvement projects;</li> <li>8. Conduct all communications in a secure and HIPAA-compliant manner;</li> <li>9. Secure repository and maintenance of all data related to the above mentioned processes;</li> <li>10. Any other tasks necessary to provide all the Deliverables as set forth herein.</li> <li>11. Perform all functions under this contract in conformity with applicable laws, policies, regulations and guidelines, including those set forth by DHS, and including without limitation, Due Process as to all processes, timeframes, forms and notifications.</li> <li>12. Adhere to all state and federal privacy and security laws and</li> </ol>	<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>	<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 may opt for contract termination.</p>

<p>requirements.</p> <p>13. Use only DHS pre-approved forms and letters for any and all correspondence, including legal notifications, and perform Provider and Beneficiary denial notifications as described herein. All correspondence must comply with all laws, rules and regulations, including those set forth by DHS, and including but not limited to Due Process.</p> <p>14. Adhere to the timeframes for each review type set forth in Attachment I.</p> <p>a. All timeframes shall begin upon receipt of a request for review.</p> <p>b. Unless specifically noted, the hours or days shall not include weekends and any legal holidays observed by the Federal or Arkansas State government in the computation thereof.</p> <p>c. Adherence to timeframes must be reported to DHS in monthly reports, and shall be considered in Vendor's Quality Assurance/Performance Improvement activities set out herein.</p> <p>15. All reviews shall be conducted by clinical reviewers meeting the minimum education requirements specified in Attachment I.</p> <p>16. Non-Standard Care. Vendor shall notify DHS within five (5) business days of instances wherein Vendor has identified instances of a provider not meeting established standards of care if noted during the course of carrying out PA, RR, MR/C and Ad Hoc review functions under this contract. DHS shall work with Vendor to establish the proper method of communicating such instances of non-standard care to DHS.</p>		
<p><b>USE OF ARKANSAS MEDICAID MANAGEMENT INFORMATION SYSTEM (MMIS) (INTERNAL PROCESSES) AND EXTERNAL PROCESSES</b></p> <p>A. MMIS/InterChange Processes:</p> <p>1. For Prior Authorizations (PAs),</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract</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><del>Retrospective Reviews (RRs) and certain Medical Reviews and Consultations (MRCs)</del>, Vendor's clinicians, other medical professionals and supervisors shall log in to Arkansas Medicaid MMIS in order to work through an assigned workflow queue and perform other tasks.</p> <p>2. Workflow queues for PAs shall be populated via PAs submitted by Providers via the MMIS Provider Portal, and <del>via PAs that are sent directly to DHS or the Vendor, and the Vendor shall input the PAs into MMIS for completion.</del></p> <p><del>3. Workflow queues for RRs and certain MRCs shall be populated via standardized claim selection processes or other methods determined by Vendor and the Arkansas Department of Human Services (DHS), and may also include an escalation process for a second level of review.</del></p> <p>4. User roles, security levels, workflow queues, messaging and other functionality shall be based on user ID/email and qualifications.</p> <p>5. Vendor shall be able to make notes on a file, send and receive messages, send and receive files/claims/requests for review, and perform other tasks for completion of work required under this Invitation for Bids (IFB).</p> <p>6. In collaboration with DHS, Vendor shall finalize user roles, security levels, messaging, workflow queues and other functions, and conduct a readiness review/functionality testing prior to Vendor becoming fully operational.</p> <p>7. All actions will be automatically date- and time-stamped in MMIS to assist Vendor and DHS with tracking timeframes related to all activities.</p> <p>B. PA Requests Initiated Outside MMIS/interChange:</p>	<p>term as determined by DHS.</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 may opt for contract termination.</p>
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<ol style="list-style-type: none"> <li>1. Certain PAs, <del>RRs, MRCs and ad hoc requests</del> will not originate via the MMIS Provider Portal.</li> <li>2. In collaboration with DHS, Vendor shall develop a process to allow requests to be made by providers, including hospitals, via telephone, <del>encrypted email/secure messaging</del>, US mail or facsimile.</li> <li>3. In such instances, Vendor shall: <ol style="list-style-type: none"> <li>a. Have the capacity to receive requests so initiated,</li> <li>b. Create the PA <del>RR, MRC or Ad Hoc</del> in MMIS/interChange,</li> <li>c. Follow the same process as though the PA <del>RR, MRC or Ad Hoc request</del> was initiated through the MMIS Provider Portal.</li> </ol> </li> <li>4. Vendor and DHS shall determine a secure methodology for assignments to be communicated to Vendor.</li> <li>5. Emergency PAs <del>MRCs and Ad Hoc requests</del> may be initiated utilizing this method, and Vendor shall develop an internal process to receive and prioritize emergency requests.</li> </ol> <p><b>C. The RR process will require interfaces to allow for data transfer:</b></p> <ol style="list-style-type: none"> <li>1. Weekly claims feed from Optum;</li> <li>2. Sending recoupment determinations to DXC, and</li> <li>3. Receiving disposition and error reports from DXC;</li> <li>4. All file transfers, data retention, including documents in support of requests and reviews, shall be transferred and retained in a secure and HIPAA-compliant manner.</li> </ol> <p><b>D. MRC and Ad Hoc reviews shall be external to MMIS/InterChange.</b></p>		
<p><b>Prior Authorization (PA) Reviews</b> All PA reviews shall be conducted according to the requirements specified in Sections 2.3 (<i>Scope of Work</i>), 2.4 (<i>Use of</i></p>	<ol style="list-style-type: none"> <li>1. Acceptable performance is defined as one hundred percent (100%) compliance with all</li> </ol>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10)</p>

<p><i>Arkansas Medicaid MMIS), 2.5 (Prior Authorization Reviews), 2.8 (Notifications) and 2.18 (Performance Standards).</i></p> <p><b>1. Inpatient and Outpatient Services</b></p> <p>A. Vendor shall review requests for services and procedures based on medical necessity and other factors to be determined by DHS and Vendor.</p> <p>B. Inpatient and outpatient services shall include, without limitation, the following:</p> <ol style="list-style-type: none"> <li>1) Medical and surgical procedures;</li> <li>2) Assistant surgeons;</li> <li>3) Continued inpatient stay (MUMP): includes all acute hospital stays after the fourth (4th) day of hospitalization, with the exception of children under one (1) year of age;</li> <li>4) Extension of benefits for outpatient procedures and services;</li> <li>5) Independent laboratories including molecular pathology (genetic testing);</li> <li>6) Lab, x-ray and professional services (inpatient and outpatient);</li> <li>7) Inpatient hospital services;</li> <li>8) Extension of benefits for lab, x-ray, and professional services (inpatient and outpatient).</li> </ol> <p><b>2. Durable Medical Equipment (DME)</b></p> <p>A. Vendor shall review requests for medical equipment based on medical necessity and other factors to be determined by DHS and Vendor.</p> <p>B. DME shall include without limitation the following:</p> <ol style="list-style-type: none"> <li>1) Wheelchairs;</li> <li>2) Ventilators;</li> <li>3) Hyperalimentation equipment; and</li> </ol>	<p>service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <ol style="list-style-type: none"> <li>2. All PA Reviews shall be completed within the timeframes specified in Attachment K to Invitation to Bid (IFB) 710-19-1002 one hundred percent (100%) of the time throughout the contract term.</li> <li>3. All PA reviews shall be conducted by reviewers with the minimum levels of education specified in Attachment K to IFB 710-19-1002 one hundred percent (100%) of the time throughout the contract term.</li> <li>4. All PA Review Notifications shall be completed according to the requirements contained in IFB 710-19-1002 Section 2.8 (Notifications) one hundred percent (100%) of the time throughout the contract term.</li> </ol>	<p>business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) 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 may opt for contract termination.</p>
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4) Prosthetics, orthotics and other durable medical equipment.

**3. Personal Care (Under 21)**

- A. Vendor shall review requests for services based on medical necessity and other factors to be determined by DHS and Vendor.
  
- B. Personal care requests shall be limited to Medicaid beneficiaries under the age of twenty-one (21) and are primarily based on the assessed physical dependency need for "hands-on" services with certain activities of daily living (ADL). These shall include without limitation:
  - Eating
  - Bathing
  - Dressing
  - Personal hygiene
  - Toileting
  - Ambulating.
  
- C. Personal care assistance shall be provided by a personal care aide based on a beneficiary's physical dependency needs, and shall not include purely housekeeping services.

**4. Targeted Case Management (TCM)**

- A. Vendor shall review requests for services and procedures based on medical necessity and other factors to be determined by DHS and Vendor.
  
- B. TCM is a referral for service that assists beneficiaries in accessing all medical, social, educational and other services appropriate to the beneficiary's needs, and shall include the following without limitation:
  - 1) Assessing the eligible individual to determine service needs;
  
  - 2) Developing or assisting in the development of an individualized care plan, specific to the beneficiary's needs;
  
  - 3) Referral(s) to help the beneficiary obtain needed services;

<p>4) Monitoring and follow-up contacts;</p> <p>5) Scheduling appointments related to gaining access to medical, social, educational and other services appropriate to the beneficiary's needs;</p> <p>6) Conducting face-to-face or telephone contacts with the beneficiary and/or other individuals for the purpose of assisting in the beneficiary's needs being met.</p> <p><b>5. Physician-Administered Drugs</b></p> <p>A. Vendor shall review requests for providing certain drugs by physicians based on medical necessity and other factors to be determined by DHS and Vendor.</p> <p>B. Medical necessity determinations shall be based on developed review criteria unique to the specific drug or class of drugs. Vendor shall collaborate with DHS in order to develop the review criteria.</p> <p><b>6. Notifications</b></p> <p>Vendor's notifications regarding denial of benefits or services sent to the Provider and Beneficiary must apprise the Provider and Beneficiary that a <b>Due Process Reconsideration (DPR)</b> request <b>or Appeal request</b> must:</p> <p>A. Clearly define the necessary basis for <b>DPR or Appeal</b>;</p> <p>B. Clearly set out the expected timeframe in which the Provider or Beneficiary is required to request the DPR or Appeal;</p> <p>C. Submit additional documentation to Vendor;</p> <p>D. <b>Be sent to the correct location/entity.</b></p>		
<p><b>Retrospective Reviews (RR)</b> All RR reviews shall be conducted according to the requirements specified in Sections 2.3 (<i>Scope of Work</i>), 2.4 (<i>Use of Arkansas Medicaid MMIS</i>), 2.6 (<i>Retrospective Reviews</i>), 2.8 (<i>Notifications</i>) and 2.18 (<i>Performance Standards</i>).</p> <p><b>1. ARWorks (formerly known as the</b></p>	<p>1. 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</p>	<p>1st Incident: A CAP acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the</p>



<p><b>Private Option) Mid-Year Transition Requests</b>  Vendor shall perform reviews of requests submitted by ARWorks Carriers and issue a medical determination based on whether the Medicaid beneficiary's medical care will best be served by traditional Medicaid, or by remaining with an Arkansas Works carrier. As part of the medical determination, Vendor shall accurately determine whether the Medicaid beneficiary is:</p> <p>A. An individual who would "be more effectively covered through the standard Medicaid program" as described at Ark. Code Ann. §20-77-2404(3) (C); and/or</p> <p>B. "Medically Frail" in accordance with applicable laws, rules, and regulations, including but not necessarily limited to 42 CFR 440.315.</p> <p><b>2. Emergency Room/Emergency Department (ER/ED) Retrospective Review</b></p> <p>A. Vendor shall review claims based on medical necessity and other factors to be determined by DHS and Vendor.</p> <p>B. The RR shall be conducted in compliance with §1867 of the Social Security Act (Prudent Lay Person), i.e., inpatient or outpatient hospital services that a prudent layperson with an average knowledge of health and medicine would reasonably believe are necessary to prevent death or serious impairment of health and which, because of the danger to life or health, must be obtained at the most accessible hospital available and equipped to furnish those services.</p> <p><b>3. Hospital Admissions/Inpatient Services Retrospective Review</b></p> <p>A. Vendor shall review claims based on medical necessity and other factors to be determined by DHS and Vendor.</p> <p>B. Vendor shall conduct post-payment reviews of random samples of paid claims on all admissions, including inpatient</p>	<p>DHS.</p> <p>2. All RRs shall be completed within the timeframes specified in Attachment K to IFB 710-19-1002 one hundred percent (100%) of the time throughout the contract term.</p> <p>3. All RRs shall be conducted by reviewers with the minimum levels of education specified in Attachment K to IFB 710-19-1002 one hundred percent (100%) of the time throughout the contract term.</p> <p>4. All PA Review Notifications shall be completed according to the requirements contained in IFB 710-19-1002 Section 2.8 (Notifications) one hundred percent (100%) of the time throughout the contract term.</p>	<p>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 twenty-five percent (25%) 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 may opt for contract termination.</p>
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<p>stays of four (4) days or less, to ensure that medical necessity for the services is substantiated.</p> <p><b>4. Neonatal Intensive Care Unit (NICU) Retrospective Review</b></p> <p>A. Vendor shall review claims based on medical necessity and other factors to be determined by DHS and Vendor.</p> <p>B. Vendor shall conduct Diagnosis Related Group (DRG) validation reviews on Division of Medical Services (DMS)-reimbursed neonate admission records to determine the appropriateness of coding, admission and length of stay, and based in part on potential co-morbidities, birth weight and other factors to be determined by Vendor and DHS.</p> <p><b>5. Notifications</b></p> <p>Vendor's notifications regarding denial of benefits or services sent to the Provider and Beneficiary must apprise the Provider and Beneficiary that a <b>DPR or Appeal</b> request must:</p> <p>A. Clearly define the necessary basis for <b>DPR or Appeal</b>;</p> <p>B. Clearly set out the expected timeframe in which the Provider or Beneficiary is required to request the <b>DPR or Appeal</b>, and;</p> <p>C. Submit additional documentation to Vendor;</p> <p>D. Be sent to the correct location/entity.</p>		
<p><b>Medical Reviews and Consultations (MRC) and Ad Hoc Reviews</b></p> <p>All MRCs shall be conducted according to the requirements specified in Sections 2.3 (<i>Scope of Work</i>), 2.4 (<i>Use of Arkansas Medicaid MMIS</i>), 2.7 (<i>Medical Reviews/ Consultations</i>), 2.8 (<i>Notifications</i>) and 2.18 (<i>Performance Standards</i>).</p> <p><b>1. Out of State Referrals</b></p> <p>Vendor Physician Advisor shall provide consultation services to DHS on approval requests for services not available in-state, <b>which may include non-covered services</b>, and based on medical necessity and other factors to be determined by DHS and Vendor. Examples of Out-of-State referral</p>	<p>1. 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> <p>2. All MRCs shall be completed within the</p>	<p>1st Incident: A CAP acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total</p>

<p>cases shall include, but are not limited to, the following without limitation:</p> <ul style="list-style-type: none"> <li>•Specialty GI (Gastro-Intestinal) procedures;</li> <li>•Specialty Transplant procedures;</li> <li>•Specialty Brain/Neurology procedures;</li> <li>•Certain Genetic procedures; and</li> <li>•Certain Behavioral health treatment, such as certain types of eating disorders.</li> </ul> <p><b>2. Suspended Claims</b> Vendor Physician Advisor shall provide consultation services to DHS as needed for approval of claims based on medical necessity and other factors to be determined by DHS and Vendor. Suspended claims shall include without limitation those that exceed pre-established limits or issues related to pricing/questionable billing, and shall include both surgical and non-surgical claims, <b>and may include non-covered services.</b></p> <p><b>3. Emergency Transportation</b> Vendor Physician Advisor shall provide consultation services to DHS as needed for approval of services based on medical necessity and other factors to be determined by DHS and Vendor; emergency transportation claims include those related to ground and air transportation services, <b>and may include non-covered services.</b></p> <p><b>4. Transplants</b> Vendor Physician Advisor shall provide consultation services to DHS as needed for approval of services <b>(covered and non-covered)</b> based on medical necessity and other factors to be determined by DHS and Vendor. Transplant-related services shall include, but are not limited to, the following without limitation:</p> <ul style="list-style-type: none"> <li>•Bone Marrow transplant;</li> <li>•Covered transplant procedures;</li> <li>•Hospital readmissions for complications related to organ/transplant complications.</li> </ul>	<p>timeframes specified in Attachment K to IFB 710-19-1002 one hundred percent (100%) of the time throughout the contract term.</p> <p>3. All MRCs shall be conducted by reviewers with the minimum levels of education specified in Attachment K to IFB 710-19-1002 one hundred percent (100%) of the time throughout the contract term.</p> <p>4. All PA Review Notifications shall be completed according to the requirements contained in IFB 710-19-1002 Section 2.8 (Notifications) one hundred percent (100%) of the time throughout the contract term.</p>	<p>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 may opt for contract termination.</p>
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**5. EPSDT (Early and Periodic Screening, Diagnostic and Treatment) Extension of Benefits**

Vendor Physician Advisor shall consult with DHS as needed for approval of medical services and procedures based on medical necessity and other factors to be determined by DHS and Vendor. Services and procedures Shall be based on the result(s) of an EPSDT screening, and may include non-covered services.

**6. Emergency Medicaid Eligibility**

Vendor Physician Advisor shall consult with DHS as needed for reviews of applications for Medicaid enrollment based on medical necessity and other factors to be determined by DHS and Vendor. Application approvals shall be based on acute/emergent services billed for certain populations, and exclude chronic conditions.

**7. Ad Hoc Review: DMS Internal PA Review Procedure**

Vendor Physician Advisor shall consult with DHS as needed for review of medical services and procedures based on medical necessity and other factors to be determined by DHS and Vendor. DMS Internal PA Reviews shall include the following without limitation:

- A. Nutrition, including but not limited to, Formula, Sole-source nutrition, Enteral nutrition, Hyperalimentation (if not included on a list of pre-approved formula/nutrition);
- B. Hearing Aids (other than batteries or broken equipment)
- C. Home Health (Post-surgical in-home nursing care)
- D. Medical Supplies (extension of benefits); and
- E. Private Duty Nursing, and
- F. Non-covered services.

**8. Ad Hoc Review: Code Set Reviews**

Vendor Physician Advisor shall provide consulting services to DHS on code set updates, including without limitation the following: ICD (International Classification of Diseases), CPT

<p>(Current Procedural Terminology) and HCPCS (Healthcare Common Procedure Coding System).</p> <p><b>9. Ad Hoc Review:</b> To Be Determined Vendor Physician Advisor shall provide consulting services to DHS on an ad hoc basis for additional Medicaid-related items. Vendor and DHS shall agree to the scope of the project and timeframe in which the project will be completed.</p> <p><b>10. Standard of Care Review:</b> DHS consults with Vendor Physician Advisor as needed for review of medical services and procedures based on medical necessity, appropriateness of care, and other factors to be determined by DHS and Vendor. Non-Standard Care may be brought to DHS's attention by Vendor DHS's own review or by another source.</p> <p><b>11. Denial of Applications for Program Services:</b> DHS consults with Vendor Physician Advisor as needed for review of program applications, based on medical necessity and other factors to be determined by DHS and Vendor. The programs for which applications are submitted shall include, but are not limited to, the following, and shall be provided without limitation: Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and Autism Waiver.</p> <p><b>12. Notifications</b> Vendor's notifications regarding denial of benefits or services sent to the Provider and Beneficiary must apprise the Provider and Beneficiary that a <b>DPR or Appeal</b> request must:</p> <ul style="list-style-type: none"> <li>A. Clearly define the necessary basis for <b>DPR or Appeal</b>;</li> <li>B. Clearly set out the expected timeframe in which the Provider or Beneficiary is required to request the DPR or Appeal;</li> <li>C. Submit additional documentation to Vendor; and</li> <li>D. Be sent to the correct location/entity.</li> </ul>		
<p><b>NON-STANDARD CARE</b> <del>1. Vendor shall develop and implement a process for monitoring and identifying-</del></p>	<p><del>Acceptable performance is defined as one hundred percent (100%) compliance</del></p>	<p><del>1st Incident: A CAP acceptable to DHS shall be due to DHS within ten (10)-</del></p>

<p><del>instances not meeting established standards of care.</del></p> <p><del>2. Vendor shall notify DHS in writing within five (5) days of instances found in the review process not meeting recognized standards of care.</del></p> <p><del>3. If DHS agrees with Vendor's determination, Vendor shall notify the Provider of the determination as directed by DHS.</del></p> <p><del>4. Vendor shall provide educational materials and references to the Provider at the request of DHS in order to explain a finding of non-standard care.</del></p>	<p><del>with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</del></p>	<p><del>business days of the request.</del></p> <p><del>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.</del></p> <p><del>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 may opt for contract termination.</del></p>
<p><b>NOTIFICATIONS</b></p> <p>1. Vendor shall notify the Provider, Beneficiary and Fiscal Agent of PA, RR and MRC/Ad Hoc review requests determinations.</p> <p>2. All notifications of review determinations shall be sent no later than the next business day after making the determination or in accordance with the procedures set out in the IFB.</p> <p>3. All notifications shall:</p> <ul style="list-style-type: none"> <li>A. Comply with applicable Arkansas Medicaid manuals, state and federal law;</li> <li>B. Be approved by DHS prior to use within and external to MMIS/InterChange;</li> <li>C. Clearly apprise the Provider and Beneficiary that a DPR and/or Appeal must contain a clearly-stated basis, provide documentary support for the basis for review, and be made within the applicable timeframe to the appropriate location and entity for valid receipt of the request for DPR and/or Appeal.</li> </ul>	<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>	<p>1st Incident: A CAP acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) 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</p>

<p>4. PA notices to Providers and Beneficiaries shall include:</p> <ul style="list-style-type: none"> <li>A. The procedure code;</li> <li>B. The total number of service-time increments/units of service for each PA;</li> <li>C. The PA control number;</li> <li>D. The approval beginning and ending date of service, and</li> <li>E. Signature of Vendor's reviewer including credentials for the determination and date.</li> </ul> <p>5. Notices of adverse determinations shall include:</p> <ul style="list-style-type: none"> <li>A. A case-specific rationale based on the type of review conducted, which may be based at least in part on medical necessity, and</li> <li>B. A statement of Provider's right to an Administrative Reconsideration and Appeal, and when applicable, a statement of Beneficiary's right to an Appeal under Arkansas Administrative Procedure Act.</li> </ul> <p>6. Under current Arkansas Medicaid policy, after denial of a claim/service, Vendor shall notify Providers that they are entitled to seek a Due Process Reconsideration (DPR) and Appeal, and notify Beneficiaries that they are entitled to seek an Appeal.</p> <p>7. All notifications and correspondence with Providers and/or Beneficiaries sent directly by Vendor must be maintained by Vendor as specified herein regarding data retention and maintained in a secure and HIPAA-compliant manner. Vendor shall not be responsible for notifications and correspondence contained within MMIS/InterChange, including those uploaded/appended to a claim or generated by MMIS/InterChange.</p> <p>8. Notices to Beneficiaries</p> <ul style="list-style-type: none"> <li>A. Vendor shall send all notices to Beneficiaries within three (3) business days from the date of a determination via U.S. postal mail unless otherwise noted herein; and</li> </ul>		<p>Performance Report (VPR) in the vendor file and may opt for contract termination.</p>
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<p>B. Vendor may be able to send notices to Beneficiaries via MMIS/InterChange or directly depending on the review process undertaken.</p> <p>9. Notices to Providers</p> <p>A. Vendor may send notices to Providers within the timeframes noted herein via U.S. postal mail, encrypted email/secure messaging or other methods approved by DHS.</p> <p>B. For the PA process within MMIS/interChange, Vendor shall be able to create the appropriate notification to the requesting Provider.</p> <p>C. MMIS/InterChange will:</p> <ol style="list-style-type: none"> <li>1) Automatically generate and mail the Notice;</li> <li>2) Create a PDF version of the Notice to the Provider and place it in the Provider Portal for viewing by the Provider.</li> </ol> <p>D. Postage paid by DXC in mailing letters to Providers will not be passed through to Vendor at this time.</p> <p>E. Outside of MMIS/InterChange, notices to Providers may be sent via encrypted email/secure messaging or by US postal mail. Postage costs will be the responsibility of Vendor.</p>		
<p><b>DUE PROCESS RECONSIDERATION PROCEDURES</b></p> <p>A. Overview</p> <ol style="list-style-type: none"> <li>1. Vendor shall provide Due Process Reconsideration (DPR) of a PA, RR or MRC/Ad Hoc determination to Providers <del>and Medicaid-Beneficiaries</del> per the controlling Medicaid Manual(s), applicable laws, policies, regulations, guidelines, and other criteria approved by DHS.</li> <li>2. A Provider <del>and Beneficiary</del> shall be afforded the opportunity for only one (1) DPR per denial of a PA, RR <del>determination</del> or MRC/Ad Hoc review determination.</li> <li>3. In the event that Vendor receives a DPR request from a Beneficiary,</li> </ol>	<ol style="list-style-type: none"> <li>1. 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.</li> <li>2. Vendor's DPR process shall adhere to the timeframes specified in IFB 710-19-1002 Section 2.9 (<i>Due Process Reconsideration Procedures</i>) one</li> </ol>	<p>1st Incident: A CAP acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) 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</p>



<p>Vendor shall direct the Beneficiary to contact his or her provider to initiate the DPR process.</p> <p>4. Vendor's DPR procedure must comply with all Due Process procedures and standards under applicable law.</p> <p>5. Vendor may not bill DHS for any Provider or Beneficiary requests for a DPR or work related thereto.</p> <p>6. <del>Vendor shall respond to any informal inquiry related to an adverse PA, RR or MRC determination that is not a part of the official DPR.</del></p> <p>B. Due Process Reconsideration Procedure</p> <p>1. Any Notice sent to the Provider and Beneficiary regarding denial of benefits or services as the result of a PA, RR or MRC/Ad Hoc review, and described in the Notifications section above, shall apprise the Provider and Beneficiary that a DPR request must:</p> <p>a. Clearly define the basis for DPR,</p> <p>b. Provide additional documentation in support of the basis for review, and</p> <p>c. Be made within the appropriate timeframe, by methods allowed under the Arkansas Medicaid Provider Manuals, and to the appropriate location/entity for valid receipt of the DPR.</p> <p>2. If a Provider's or Beneficiary's request for a DPR is untimely, sent to an incorrect location, both, or suffers from another procedural defect, that procedural defect shall not in itself be good cause to deny the DPR request. Instead, Vendor shall consult with DHS as to the proper course of action, which may include proceeding with the DPR request.</p> <p>3. Vendor shall base a DPR determination on criteria as required by the applicable Arkansas Medicaid Provider Manual and on the entire record available, including credible documentation submitted by the Provider or Beneficiary requesting</p>	<p>hundred percent (100%) of the time throughout the contract term.</p> <p>3. Vendor's provider and beneficiary notifications shall be as specified in IFB 710-19-1002 Sections 2.8 (Notifications) and 2.9 (Due Process Reconsideration Procedures).</p>	<p>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 may opt for contract termination.</p>
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<p>the DPR, using pre-approved standards established within the general guidelines of the Medicaid manual but not excluding professional judgment.</p> <ol style="list-style-type: none"><li>4. Vendor must complete DPR determinations within fifteen (15) <b>calendar</b> days from receipt of the request for DPR and in accordance with the Arkansas Medicaid Policy or within guidelines set forth by DHS, state or federal statute or rules, including the Code of Federal Regulations (CFR), Arkansas Medicaid Policy and the Medicaid Fairness Act (MFA).</li><li>5. Vendor's DPR determination may affirm, modify or reverse a PA, RR or MRC/<b>Ad Hoc</b> review determination.</li><li>6. Vendor's notice of a DPR determination to a Provider <del>or Beneficiary</del> must be approved by DHS prior to use, and must conform to the requirements of federal and state law, and the controlling Medicaid Manuals, and must include proper notice of the right to appeal an adverse action.</li><li>7. Vendor must notify the Provider <del>and Beneficiary by US Mail</del> within three (3) <b>business</b> days of the DPR determination. The notice must include the outcome of all DPR requests, and must accurately state the reviewing physician's rationale for any requested service that was not approved. The rationale must be case-specific; general or generic rationale is not acceptable.</li><li>8. Vendor must notify DHS and the Fiscal Agent of a reversal or modification, in whole or in part, of a PA denial, or RR or MRC/<b>Ad Hoc</b> adverse determination. The notification must be made within twenty-four (24) hours of determination. Vendor <b>shall work with</b> DHS and the Fiscal Agent <b>to determine</b> a process for notification and necessary action/actions related to <b>reversal/modification of a determination and possible</b></li></ol>		
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<p>recoupment of claims as the result <del>of a RR or MRC process thereof.</del></p> <p>C. Vendor shall work with the incumbent vendor to transition and expedite actions and services related to in-progress DPRs.</p> <p>D. Vendor shall submit to DHS a regular monthly report pertaining to DPRs and DPR-related activities under this section.</p>		
<p><b>APPEALS OF ADVERSE DECISIONS</b> Vendor shall participate in all activities related to any appeal of its determinations or actions, and make documents and witnesses available for the defense of adverse decisions and litigation based in whole or in part on Vendor's acts or omissions.</p> <p>A. Vendor must advise Providers and Medicaid Beneficiaries of their right <del>(as appropriate)</del> to appeal an adverse action involving a PA denial, RR or MRC/Ad Hoc adverse determination, or <del>an adverse seek a</del> Due Process Reconsideration (DPR) <del>of an adverse</del> determination. Notification procedures are set forth above.</p> <p>B. Provider Requests for Appeal are made to the Arkansas Department of Health, and Beneficiary Requests for Appeals are made to the DHS Office of Hearings and Appeals. If Vendor improperly receives a Request for Appeal, Vendor shall notify DHS the same day and shall consult with DHS as to the proper course of action.</p> <p>C. Upon notification from DHS of appeals filed, Vendor shall prepare and submit to DHS a written hearing statement, to be created in a form and format approved by DHS, within fifteen (15) <del>calendar</del> days of receiving notice of an Appeal being filed.</p> <p>D. Vendor shall provide witnesses (registered nurses, physicians, or both as necessary) who are familiar with and can explain the adverse determination for depositions and hearings as scheduled and which may be held in person or by phone, at the discretion of the administrative law judge, hearing officer, or DHS.</p> <p>E. DHS may request additional information</p>	<ol style="list-style-type: none"> <li>1. 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.</li> <li>2. Vendor's Appeals process shall adhere to the timeframes specified in IFB 710-19-1002 Section 2.10 (<i>Appeals of Adverse Decisions</i>) one hundred percent (100%) of the time throughout the contract term.</li> <li>3. Vendor's provider and beneficiary notifications shall be as specified in IFB 710-19-1002 Sections 2.8 (<i>Notifications</i>) and 2.10 (<i>Appeals of Adverse Decisions</i>).</li> </ol>	<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 twenty-five percent (25%) 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 twenty-five percent (25%) 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 may opt for contract termination.</p>

<p>or documents related to the Appeal. Vendor shall supply additional information or documents to DHS within five (5) business days of a specific request.</p> <p>F. Vendor shall respond, upon request, to DHS in letter format to any communication resulting from any adverse decision <del>which is not part of the formal appeal</del> within a timeframe specified by DHS.</p> <p>G. Vendor shall be responsible for taking any required actions transpiring within the specified timeframes <b>related to an appeal, including attending all hearings as instructed by DHS.</b></p> <p>H. In the event a case is remanded for payment due to Vendor error or neglect, Vendor shall be held responsible for <b>any re-payment</b> of the claim <b>required by CMS.</b></p> <p>I. Vendor shall work with the incumbent vendor to transition and expedite actions and services related to in-progress Appeals.</p> <p>J. Vendor shall submit to DHS a regular monthly report pertaining to Appeals and Appeal-related activities under this section.</p>		
<p><b>CONTACT/CORRESPONDENCE AND COMPLAINT RESOLUTION</b></p> <p>A. Vendor shall operate as an effective liaison, as determined by DHS, between DHS, Providers and Beneficiaries by maintaining active feedback and assisting Providers, Beneficiaries, other persons or entities, and DHS with contacts, correspondence and complaints related to all processes under this contract.</p> <p>B. Contact/Correspondence</p> <ol style="list-style-type: none"> <li>Vendor shall respond <del>by letter</del> to any informal <del>(i.e., not part of a formal DPR or Appeal)</del> inquiry or communication <b>whether or not</b> resulting <b>directly or indirectly</b> from a PA, RR or MRC/Ad Hoc <b>review</b> determination.</li> <li><b>Correspondence with Beneficiaries shall be by U.S. Postal Mail. Correspondence with Providers can be by U.S. Postal Mail,</b></li> </ol>	<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>	<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 twenty-five percent (25%) 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 twenty-five percent (25%) 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,</p>

<p>encrypted email/secure messaging or other method approved by DHS.</p> <p>C. Complaint Resolution</p> <ol style="list-style-type: none"> <li>1. Vendor shall establish a complaint resolution process to respond to written or verbal <del>provider inquiries</del> <del>complaints</del> which shall be approved by DHS.</li> <li>2. Vendor shall reply in writing within five (5) calendar days of receipt to all <del>written</del> complaints received <del>directly</del> by Vendor (<del>directly or indirectly</del>), and shall send a copy of the complaint (<del>if written</del>) and <del>the</del> response to DHS.</li> <li>3. Correspondence with Beneficiaries shall be by U.S. Postal Mail. Correspondence with Providers can be by U.S. Postal Mail, encrypted email/secure messaging or other method approved by DHS.</li> </ol> <p>D. <del>Vendor shall work with DHS and DXC to develop workflow queues that will allow required letter correspondence to be initiated from MMIS, including standard and non-standard language.</del> Vendor shall be responsible for postage under this section.</p> <p>E. Vendor shall maintain a call log for five (5) years documenting any verbal communications received and/or made, including the identity of the caller, contact information for follow-up, the basis for the call, a summary of discussions, and disposition of the call. <del>Follow-up may include written correspondence as required by the IFB.</del></p> <p>F. Vendor shall maintain electronic versions of all correspondence, <del>including but not limited to letters and encrypted email/secure messaging, sent outside of MMIS/InterChange,</del> which shall be retrievable on demand. Additionally, Vendor shall maintain all correspondence and underlying information that served at the basis of the correspondence according to the data maintenance and retention requirements and schedule. <del>This does not include documentation maintained in MMIS/InterChange.</del></p> <p>G. On a monthly basis, Vendor shall report to DMS the number of letters</p>		<p>withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>
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<p>and/or communications with Providers, Beneficiaries or others by volume, topic addressed and other information as set forth in this IFB.</p>		
<p><b>QUALITY ASSURANCE AND PERFORMANCE IMPROVEMENT</b></p> <p>A. Vendor shall create and maintain a Quality Assurance (QA) and Quality Assurance/Performance Improvement (QAPI) program. The QAPI program shall be designed to promote qualitative improvements to services provided under this contract, including but not limited to reviews conducted, reports created and submitted to DHS, and required data generated and maintained by Vendor. At a minimum, Vendor must assess all aspects of reviews undertaken and develop, implement, and monitor through ongoing measurements and interventions, sustained improvements to these processes intended to have a favorable effect on the PA review process.</p> <p>B. Vendor shall also develop and implement proactive Performance Self-Improvement Projects, which are opportunities for improvement identified by internal data and information, such as internal workflow or systemic improvements.</p> <p>1. Vendor shall examine the services, processes and data being provided for completeness, adequacy, appropriateness, quality and efficiency, and shall integrate continuous QAPI processes, such as tracking and trending of issues, throughout all areas of the organization. When reviewing services provided and trends, the QAPI must:</p> <p>a. Assess and document whether services meet the needs of DHS, Providers and Beneficiaries/recipients with respect to the following and any other applicable standards identified by DHS:</p> <p>i. Timeliness: Reviews shall be conducted within specified timeframes, and required reporting shall be received on or before scheduled due dates;</p> <p>ii. Accuracy: Reviews,</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>	<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 fifteen percent (15%) 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 fifteen percent (15%) 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 may opt for contract termination.</p>

<p>reports and data shall be gathered, prepared and maintained in strict conformity with appropriate authoritative sources and/or DHS-defined standards; and</p> <ul style="list-style-type: none"> <li>iii. Completeness: All required information and processes shall be fully disclosed in a manner that is both responsive and pertinent for the appropriate intent with no material omissions.</li> </ul> <ul style="list-style-type: none"> <li>b. Through monitoring and data collection, identify review needs that are unmet or could be improved upon, including but not limited to processes, education, access to resources and staffing.</li> <li>c. Establish and implement plans to improve the areas identified above based on the following steps in a cycle or similar process: <ul style="list-style-type: none"> <li>i. Identify an area that requires or would benefit from improvement, which may include but is not limited to language contained in forms, Vendor's correspondence process, use and functionality of MMIS, and the integration of Vendor's workflow with DHS's workflow.</li> <li>ii. Identify/develop objective quality indicators to measure baseline performance and performance improvement.</li> <li>iii. Implement system of interventions to achieve improvement in quality.</li> <li>iv. Evaluate the effectiveness of the interventions by comparing the results and analyzing the assessment.</li> <li>v. Plan and initiate activities for increasing or sustaining improvement.</li> </ul> </li> </ul>		
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<ul style="list-style-type: none"> <li>vi. Report activities DMS, including QAPI activities related to DHS/ Centers for Medicare and Medicaid Services (CMS) standards.</li> </ul> <p>2. Based on its self-assessment, Vendor may establish and implement a quality improvement plan. Any quality improvement plan must include the following without limitation:</p> <ul style="list-style-type: none"> <li>a. Evidence-based practices.</li> <li>b. Use of contract-wide outcomes measures to improve the review process. Documentation must include: <ul style="list-style-type: none"> <li>i. Measured outcomes, and</li> <li>ii. Reports, which may be modified by DHS as necessary</li> </ul> </li> <li>c. Requirements for informing and including all Vendor employees and subcontractors in the QAPI process.</li> <li>d. Vendor shall use the quality improvement plan to develop improvements to any PA process and to continually evaluate work conducted by employees and subcontractors, including but not limited to those comprising the PA reviewers, both individually and as part of a review team. All suggested improvements shall be presented to DHS according to timeframes agreed upon by DHS and Vendor and in a DHS-approved format.</li> <li>e. The QAPI function should involve person(s) with experience in utilization and quality control peer review settings.</li> </ul> <p>C. Vendor shall work with DHS on DHS-suggested changes to implement improvement to a process or processes, including but not limited to the Reconsideration and Appeal processes.</p>		
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<p>D. Vendor shall submit to DHS a regular quarterly report pertaining to QAPI and QAPI-related activities under this section.</p>		
<p><b>REPORTS</b></p> <ol style="list-style-type: none"> <li>1. Vendor shall provide regular monthly, quarterly and special and/or ad hoc reports to DHS.</li> <li>2. Vendor shall submit reports to DHS no later than the fifteenth (15th) day after the end of the month, quarter or other timeframe upon which the report will be based.</li> <li>3. Vendor shall adhere to deadlines established by DHS for special and/or ad hoc reports.</li> <li>4. Vendor shall base all reports on data, records and information <b>utilized, collected or</b> maintained by Vendor in the course of fulfilling this contract.</li> <li>5. Reports shall be submitted to DHS via the agreed-upon secured Health Insurance Portability and Accountability Act (HIPAA)-compliant methodology in Excel format or another format approved by DHS.</li> <li>6. Monthly Reports shall include the following without limitation: <ol style="list-style-type: none"> <li>a. Review Process – includes, but is not limited to, the number of PA, RR, MRC, Ad Hoc and other review determinations per month by review type, Provider type, disposition, <b>associated costs the amount recouped in RRs</b>, all relevant dates and timeframes for disposition;</li> <li>b. Non-standard Care – includes, but is not limited to, each instance of non-standard care documented by Vendor, the type of PA review, and identifiable trends or patterns;</li> <li>c. Due Process Reconsideration – includes, but is not limited to review type, Provider type, resolution, basis for request and determination (by categories/sub-categories), all relevant dates and timeframe for disposition, if the matter has been appealed and identifiable trends or patterns;</li> <li>d. Appeal – should be a continuation of the Reconsideration report with additional bases, timeframes,</li> </ol> </li> </ol>	<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>	<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 fifteen percent (15%) 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 fifteen percent (15%) 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 may opt for contract termination.</p>

<p>disposition(s) and identifiable trends or patterns;</p> <ul style="list-style-type: none"> <li>e. Contact/Correspondence as set forth in IFB 710-19-1002 Section 2.13(B)5.</li> <li>f. Complaint resolution process as set forth in IFB 710-19-1002 Section 2.13(B)6;</li> <li>g. Reports regarding Payment Integrity as set forth in IFB 710-19-1002 Section 2.5(C) regarding whether PA requests and subsequent claims are inconsistent;</li> <li>h. Reports regarding Verification process as set forth in IFB 710-19-1002 Section 2.5(B); and</li> <li>i. Data corrections and notification thereof as set forth in IFB 710-19-1002 Section 2.13(B)9.</li> </ul> <p>7. Quarterly Reports shall include the following without limitation:</p> <ul style="list-style-type: none"> <li>a. QAPI activities, including any requested metrics and outcomes to be tracked; and</li> <li>b. Identification of Providers and Beneficiaries, and utilization patterns, during the past quarter and a rolling annual basis for review of trends and patterns, including without limitation: <ul style="list-style-type: none"> <li>i. Top five percent (5%) most expensive Medicaid Beneficiaries;</li> <li>ii. Identifying outlier Providers based on billed outpatient procedure codes and determining the potential savings assuming the outlier's distribution of billing resembled the rest of the state; and</li> <li>iii. Special reports to be determined.</li> </ul> </li> <li>c. Staffing, including name and number of review staff (overall and by category/subcategory) number of reviews performed per staff member (numbers overall and by category/sub-category) and</li> </ul>		
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<p>resolution of reviews per staff member (numbers overall and by category).</p> <p>d. Provider training including trainings conducted (numbers overall, by topic/subtopic, and by method), participating providers (numbers overall, by topic/subtopic, and by method), provider evaluation (numbers overall, by category and written comments), and inclusion of specific providers (those identified through standard-of-care or outlier involvement).</p> <p>8. Any additional reporting requirements or special/ad hoc reports shall be determined by DHS in conjunction with Vendor and shall identify fields/variables to be included and how calculations will be made.</p> <p>9. Annual Reports, including Record Retention Compliance reports and any other annual reports requested by DHS, shall be submitted to DHS on or before a date agreed upon by DHS and the Vendor.</p>		
<p><b>FORMS</b></p> <p>A. Vendor must seek and receive approval from DHS within sixty (60) <b>days</b> from the contract award date on all forms used in performance of this contract prior to use by Vendor. Standard denials forms shall be submitted for approval by DHS within (15) days of the contract award date.</p> <p>B. All forms must notify recipients of Due Process rights under applicable law, including applicable time frames for preserving any Reconsideration or Appeal rights.</p> <p>C. All <b>PA</b> forms must include minimum standard information including, but not limited to, the following without limitation:</p> <ol style="list-style-type: none"> <li>1. Date of request;</li> <li>2. Type of request; and</li> <li>3. Name of requestor and Medicaid Provider ID if applicable.</li> </ol> <p>D. Vendor shall develop and provide all required DHS-approved forms/correspondence, 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>	<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 twenty-five percent (25%) 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 twenty-five percent (25%) 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</p>

<p>without limitation the following:</p> <ol style="list-style-type: none"> <li>1. Provider and Medicaid Beneficiary notification of determinations pertaining to the following: <ol style="list-style-type: none"> <li>a) Initial review process;</li> <li>b) Reconsideration process; and</li> <li>c) Appeals Process.</li> </ol> </li> <li>2. All forms and correspondence related to complaint processes as set forth in IFB 710-19-1002 Section 2.11 (Contact/Correspondence and Complaint Resolution).</li> </ol> <p><del>2.—All forms and correspondence related to Non-standard care.</del></p>		<p>Performance Report (VPR) in the vendor file and may opt for contract termination.</p>
<p><b><u>STAFFING</u></b></p> <p>A. <u>Overview</u></p> <ol style="list-style-type: none"> <li>1. Within thirty (30) days of the contract start date, Vendor must submit to DHS for approval an organizational chart showing all proposed staffing to perform the services specified in the scope of work and to meet the following minimum staffing requirements without limitation.</li> <li>2. Vendor shall provide fully-qualified medical consultants (see Attachment I for minimum reviewer education levels and IFB for minimum relevant experience required) for every specialty to review various services within DHS and make coverage determinations.</li> <li>3. Vendor shall determine and maintain at least the minimum number of personnel required in order to perform the scope of all work under the contract as determined by DHS, and must report any revisions to staffing quotas immediately to DHS (see Attachment H for estimated review volumes).</li> <li>4. Vendor shall have staff available at all meetings as requested by DHS.</li> <li>5. Vendor shall have staff available at all DHS-required educational trainings.</li> </ol>	<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>	<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 twenty-five percent (25%) 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 twenty-five percent (25%) 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 may opt for contract termination.</p>

6. All review staff must possess experience in proper investigative techniques and in writing review deficiencies, or be properly trained in each of these areas.

7. Vendor shall incur any expenses related to initial and continuing training in audit techniques and any in-house training as required herein.

B. Staffing Requirements:

1. Vendor must provide the following Leadership and Support staff members without limitation to oversee and provide support for this contract:
  - a. One (1) Full-Time Equivalent (FTE) Project Manager with an advanced degree and five (5) years' experience in a utilization and quality control peer review setting.
  - b. One (1) FTE Provider Training and Support Program Director with a minimum of a Bachelor's degree in a health, human services, or policy field with five (5) or more years of experience in clinical practice evaluations and at least three (3) years of management experience.
  - c. One (1) or more master's degree or higher educational-level statisticians to select record samples to be retrospectively reviewed and to be able to provide testimony in the event of any legal proceeding.
  - d. One (1) or more staff designated or provided to timely handle emergency PA, MRC or Ad Hoc requests and enter such requests into MMIS.
  - e. Sufficient administrative staff person/people to assist the Project Manager, clinical reviewers, or physician advisor with any clerical or research assistance needed.

<p>2. Vendor must provide the following clinical review staff members without limitation:</p> <ul style="list-style-type: none"><li>a. Licensed physicians with a minimum of five (5) years post-graduate practice, board certified or board eligible in each specialty, and who <del>have active clinical practices within their specialty field, for the last five (5) out of seven (7) years are engaged in active practice within a specified region contiguous to Arkansas (contiguous region is defined as within fifty (50) miles of the Arkansas border, i.e.: Poplar Bluff, MO; Memphis, TN; Texarkana, TX)</del> and have experience with the types of PA reviews, Retro reviews and Medical reviews/consults described herein.</li><li>b. Registered nurses with a minimum of three (3) years of experience in a healthcare-related field.</li><li>c. Physician advisor who is an Arkansas-licensed medical physician, to be located in the Contractor's Little Rock office and available via phone and email, at a minimum of .75 full-time equivalent (FTE) per month. At a minimum, the physician advisor must:<ul style="list-style-type: none"><li>1) Be currently engaged in clinical practice, <del>or who have active clinical practice within their specialty field for the last five (5) out of seven (7) years;</del></li><li>2) Be experienced in population health;</li><li>3) Be experienced in development of coverage criteria and guidelines;</li><li>4) Be familiar with current national coding publications;</li><li>5) Participate in coding updates;</li></ul></li></ul>		
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<p>6) Perform medical review for prior authorizations;</p> <p>7) Provide testimony in the event of any appeal as a result of a negative determination;</p> <p>8) Be cognizant of current standards of care and evidenced-based medicine practices;</p> <p>9) If the provided licensed medical physician should be unable to fulfill the minimum .75 FTE, the Contractor shall supply another licensed medical physician, knowledgeable in Medicaid, at no cost to DHS.</p> <p>d. Peer Staff for review activities related to the entire Medicaid scope of services.</p> <p>e. Adjunct reviewers may be necessary in certain instances. In such instances, Vendor must be able to secure the services of medical professionals to accommodate reviews and consults related to any service provided to beneficiaries who receive Medicaid and other services.</p> <p>f. Vendor shall provide or designate clinical review staff to timely determine emergency PA, MRC or Ad Hoc requests.</p> <p>3. The Vendor must also meet the following staffing requirements:</p> <p>a. All clinical staff must be licensed in the State of Arkansas in their disciplines;</p> <p>b. Vendor must ensure all professional licensed personnel maintain and provide documentation of current Arkansas license and are in good standing with the appropriate licensing board. Vendor shall maintain sufficient office staff to maintain receipt of current</p>		
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<p>office staff certifications and licenses. Vendor shall make these certifications and licenses available to DHS upon request;</p> <ul style="list-style-type: none"><li>c. Vendor shall report, and DHS shall approve, in advance any permanent or temporary changes to or reductions from Vendor's management, supervisory, and key professional personnel;</li><li>d. During the course of the contract, DHS reserves the right to require Vendor to reassign, or otherwise remove from the project, any key personnel found unacceptable by DHS;</li><li>e. Vendor shall ensure specified staff members specified above, with the requisite qualifications and meeting DHS approval, are located at Vendor's office or the DHS Office in Little Rock, as determined by DHS;</li><li>f. Vendor shall maintain a list of back-up/on-call staff or develop a process to expedite locating back-up/on-call staff to be used as clinical review staff when vacancies arise. Vendor shall provide a copy of the list or process to DHS within sixty (60) days of the contract start date. The purpose of this requirement is to ensure that review determinations continue to be completed even if clinical review staff members leave or unable to work for whatever reason.</li></ul> <p>C. <u>Internal Training/Education</u></p> <ul style="list-style-type: none"><li>1. Internal Manual:<ul style="list-style-type: none"><li>a. Vendor shall maintain an up-to-date internal manual that addresses each function under this contract.</li><li>b. Vendor shall review and update its manual, no later than five (5) business days of the effective date provided in</li></ul></li></ul>		
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the notification, in response to amendments in the Arkansas State Medicaid Plan and applicable Medicaid Provider Manuals.

- c. Vendor shall provide the manual to DHS upon request and shall agree that manual becomes the property of DHS at the conclusion of the contacted term and/or subsequent renewals.

2. Internal Training and Education:

- a. All reviewers shall regularly review relevant medical literature applicable to the types of PA reviews within his or her purview by attending internal educational workshops as directed by DHS.
- b. Vendor shall submit a tentative schedule of educational workshop topics and opportunity services to be provided to reviewers.
- c. DHS may attend any or all such scheduled events.

3. Privacy Training and Compliance:

- a. Vendor shall create and enforce a Corporate Compliance/Program Integrity Program.
- b. All 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:
  - HIPAA;
  - HITECH; and
  - PIPA (Arkansas Personal Information Protection Act), Act 1526 of 2005 (Ark. Code Ann. §4-110-101 et seq.).
- c. The training and compliance must include, at a minimum, but is not limited to, the HIPAA Privacy Rule, the HIPAA Security Rule, compliance and enforcement, sanctions/remedies,

<p>recognizing and reporting a breach, mitigation strategies following a breach or incident, safeguarding PHI and PII in any form, including in verbal, documentary and electronic forms.</p>		
<p><b>PROVIDER TRAINING</b></p> <p>A. Vendor shall provide training and technical support for providers and State Staff with regards to Vendor's PA, RR and MRC processes, and Medicaid rules and procedures related to PA, RR and other request types.</p> <p>B. Within thirty (30) days of contract start date, Vendor's shall propose for DHS approval a training plan which may include a combination of the following components without limitation:</p> <ol style="list-style-type: none"> <li>1. In-Person Regional Trainings,</li> <li>2. On-Site Coaching,</li> <li>3. Web-based training,</li> <li>4. Provider Helpline, and</li> <li>5. Training Manual.</li> </ol> <p>C. In instances of non-standard care or outliers, Vendor may utilize general Provider training to address practice variations and best practices that might be noted during the course of carrying out PA, RR, MR/C and Ad Hoc review functions under this contract.</p> <p><del>D. Vendor shall submit to DHS a regular quarterly report pertaining to provider training and education, and all related activities under this section.</del></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>	<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 twenty-five percent (25%) 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 twenty-five percent (25%) 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 may opt for contract termination.</p>
<p><b>PROVISION OF OFFICE SPACE AND EQUIPMENT</b></p> <p>A. Vendor must provide a physical location within the State of Arkansas sufficient to house all staff and operations covered under this IFB within ninety (90) days of the contract start date.</p> <p>B. 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>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>	<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 twenty-five percent (25%) 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</p>

<p>C. Vendor shall have operating hours at a minimum of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of State holidays, unless documented exceptions are made by DHS in the event of unpreventable circumstances, i.e. inclement weather.</p> <p>D. Vendor must be available during DHS regular business hours and have an automated method of receiving messages and information from providers or beneficiaries after business hours, on weekends and on holidays.</p> <p>E. The office shall be equipped with encrypted email/secure messaging capability, including sending and receiving encrypted email/secure messaging , and a working fax machine that will accept a minimum of fifty (50)-pages at a time.</p>		<p>contract. The twenty-five percent (25%) 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 may opt for contract termination.</p>
<p><b>DATA MAINTENANCE</b></p> <p>A. <u>Initial Vendor Database</u> Current PA, RR and MRC vendors for DHS have created databases to support the vendors' functions under multiple contracts. In order to provide Vendor with a workable database containing historical PA-related information from the beginning of this contract, Vendor shall make a good faith effort to work with current PA/RR/MRC vendors to extract a necessary amount of data as the Vendor's baseline database of historical PA/RR/MRC information.</p> <p>B. <u>Data Errors and Corrections</u></p> <ol style="list-style-type: none"> <li>1. Vendor shall be responsible for updating MMIS/interChange with any corrections within twenty-four (24) hours via the Vendor-developed Interface.</li> <li>2. Vendor shall notify the requesting Provider and the Fiscal Agent of any corrections within forty-eight (48) hours.</li> <li>3. Vendor shall report monthly to DHS any data corrections and timeframes for required notification.</li> </ol> <p>C. <u>Required Interfaces/Communications and Data/Information Flows:</u></p> <ol style="list-style-type: none"> <li>1. Vendor shall be able to interface/communicate with all persons, entities and systems necessary to comply with all requirements herein, including but not limited to:</li> </ol>	<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>	<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 twenty-five percent (25%) 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 twenty-five percent (25%) 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 may opt for contract termination.</p>

<p>a) Providers,  b) Beneficiaries,  c) DHS,  d) Arkansas Medicaid MMIS/interChange  e) Fiscal Agent (currently DXC),  <del>f) Independent Assessment (IA) vendor (currently Optum),</del>  <del>g) IA portal (ARIA, currently through Optum),</del>  <del>h) PASSEs during Phase II of the PASSE model.</del></p> <p>2. Certain interfacing/communicating may require Vendor to log in to another vendor's system or receive a feed from another vendor. Vendor and DHS shall work to identify any necessary interface/communication processes and the current vendor's requirements. Vendor shall work expediently and in good faith with each current vendor in order to have the all necessary interfaces/communication processes operational prior to the contract start date.</p> <p>3. Vendor shall create or make available additional means of interfacing/communicating with DHS, Providers, Beneficiaries, etc., via <b>encrypted email/secure messaging</b>, telephone, facsimile, etc., and shall disclose to DHS such methods prior to the contract start date <b>and receive DHS approval for use of the communications method appropriate to the recipient.</b></p> <p>D. <u>Data Security and Breaches</u></p> <p>1. All data stored in Vendor's database shall be secure and comply with all state and federal laws, including without limitation HIPAA.</p> <p>2. 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 the</p>		
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Vendor or DHS.

E. Data Retention and Disposal

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 or at the conclusion of an Appeal or litigation, whichever is longer.
3. Contractor shall complete, file, retain, and make available upon request all program records in a secure, HIPAA-compliant manner. **Such records exclude documents uploaded to MMIS/InterChange, but does include, without limitation, documents utilized by Vendor in providing services to DHS under this IFB, including those created by Vendor.**
4. Contractor must develop and maintain means of legal proof that notices were sent in accordance with the timeframes set forth herein.
5. At the end of this contract, or upon DHS's request, Contractor shall work with DHS to transfer all the data contained in its database.
6. All data received and developed by Contractor shall be owned by DHS; Contractor shall not utilize data for any purposes other than those specified in this **IFB** unless specifically requested in writing by DHS.
7. After Contractor has complied with any data transfers requested by DHS, Contractor shall comply with HIPAA requirements regarding data destruction.

F. Business Continuity and Recovery Plan

1. Vendor shall develop a Business Continuity and Recovery Plan acceptable to DHS to deal with unexpected events that may affect its ability to perform any or all functions under this contract;

<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><b>PROVISION OF OFFICE SPACE AND EQUIPMENT</b></p> <p>1. <del>Vendor must provide a physical location within the State of Arkansas sufficient to house all staff and operations covered under this IFB within ninety (90) days of the contract start date.</del></p> <p>2. <del>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.</del></p> <p>3. <del>Vendor shall have operating hours at a minimum of 8:00 a.m. to 4:30 p.m. CST, Monday through Friday, exclusive of State holidays, unless documented exceptions are made by DHS in the event of unpreventable circumstances, i.e. inclement weather. Vendor must be available during DHS regular business hours and have an automated method of receiving messages and information from providers or beneficiaries after business hours, on weekends and on holidays. The office shall be equipped with email capability, including sending and receiving secured emails, and a working fax machine that will accept a minimum of fifty (50) pages at a time.</del></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>	<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 twenty-five percent (25%) 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 twenty-five percent (25%) 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 may opt for contract termination.</p>
<p><b>CONFLICT OF INTEREST MITIGATION</b></p> <p>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 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>The Vendor must maintain one hundred percent (100%) compliance with this item at all times 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, 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><b>TRANSITION PLANNING</b> 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 at all times 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>
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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.

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<sup>i</sup> 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.

<sup>ii</sup> The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.