

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

Pursuant to Ark. Code Ann. 19-11-267 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:

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<p><b>SC1. Service Processes</b></p> <p>Contractor shall provide services according to the processes listed for the each of the following populations. See Section 2.1 Table 1 for current population and utilization estimates. Current estimates of populations size are provided for information only. Populations sizes may change over the course of the contract. DHS reserves the right to add additional populations through mutual agreement with the Contractor.</p> <ol style="list-style-type: none"> <li>1. Elderly, Aging and Physically Disabled Populations <ol style="list-style-type: none"> <li>a. DHS operates two Home and Community Based Services (HCBS) waivers that <b>shall</b> be included in services requested in this RFP: the ARChoices in Homecare waiver and Living Choices Assisted Living (ALF) waiver.</li> <li>b. Three additional groups <b>shall</b> also be included in the services resulting from this RFP: PACE program participants, individuals receiving Personal Care Services, and individuals receiving Independent Choices Services.</li> <li>c. Overview of Elderly, Aging, and Physically Disabled Independent Assessment and Tier Determination Process <ol style="list-style-type: none"> <li>a. Currently, Independent Assessment referrals are initiated by DHS when the client completes an application for services at the DHS office in the county of their residence. The referral is transmitted to the Independent Assessment (IA) Vendor.</li> <li>b. The Vendor <b>shall</b> administer the Independent Assessments and Tier Determinations.</li> <li>c. Beneficiaries from the aforementioned populations <b>shall</b> receive an Independent Assessment and Tier Determination under the Contract that results from this RFP. Reassessments <b>shall</b> occur every ten months for Personal Care Services program recipients. All other Aging program recipients may receive a Reassessment in 12 months if a significant change in condition has occurred.</li> </ol> </li> </ol> </li> <li>2. Behavioral Health Populations</li> </ol>	<p>Acceptable performance is defined as one hundred (100%) compliance with all service criteria.</p> <p>Acceptable performance of all provisions and performance indicators shall be determined in the sole discretion of 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 five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>a. DHS oversees the 1915 (b) PASSE waiver, which provides comprehensive care coordination and service delivery. Beneficiaries included in scope of services for this RFP <b>shall</b> be Medicaid recipients and those served through the public behavioral health system and in need of various amounts and intensities of mental and behavioral health services provided in home and community settings and institutional settings.</p> <p>b. Overview of Behavioral Health Services Independent Assessment and Tier Determination process</p> <ul style="list-style-type: none"> <li>i. The Behavioral Health section has three service Tiers: Tier 1, Tier 2, and Tier 3.</li> <li>ii. Currently, Behavioral Health Service providers identifying a client who may require services in addition to counseling services and medication management, initiate a referral for an Independent Assessment. Upon referral and within the deadlines specified in this RFP, the vendor <b>shall</b> provide the client with an Independent Assessment and Tier determination.</li> <li>iii. The Vendor <b>shall</b> provide reassessments annually to those individuals identified as having a continued need for services.</li> </ul> <p>3. Intellectual and Developmental Disability Populations DHS offers services for clients with ID/DD in homes and communities as well as 24-hour residential programs. DHS operates five (5) Human Development Centers (HDC) that provide 24-hour care to Arkansans with intellectual and developmental disabilities.</p> <p>a. ID/DD Included Populations Individuals served under the Community and Employment Support (CES) Waiver <b>shall</b> be referred to the Vendor for an assessment and receive a Tier determination. Upon referral and within the deadlines specified in this RFP, the Vendor <b>shall</b> provide the client with an</p>		

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<p>Independent Assessment and Tier Determination.</p> <p>b. Individuals receiving services in an Intermediate Care Facility (ICF <b>shall</b> be referred to the Vendor for an assessment. Upon referral and within the deadlines specified in this RFP, the Vendor <b>shall</b> provide the client with an Independent Assessment and Tier Determination.</p> <p>c. Individuals on the CES Waiver waitlist <b>shall</b> also be referred to the Vendor for an assessment. Upon referral and within the deadlines specified in this RFP, the Vendor <b>shall</b> provide the client with an Independent Assessment and Tier Determination.</p> <p>d. Overview of ID/DD Independent Assessment and Tier Determination Processes</p> <p>i. Currently, when an individual applies for services under the CES Waiver or for services in an ICF, DHS performs the initial eligibility determination. If deemed eligible, the individual is referred to the Vendor for an Independent Assessment.</p> <p>ii. Currently, when an individual applies for admission to the Human Development Center (HDC), DHS performs the initial eligibility determination. If deemed eligible the individual is referred to the Vendor for an Independent Assessment.</p> <p>4. Complex Care Population</p> <p>a. Complex care clients are those who have an existing Behavioral Health or Developmental Disabilities Independent Assessment with a Tier 2 or Tier 3 designation and has been reviewed by DHS and identified as a PASSE member with complex needs and will receive an Independent Assessment to confirm the complex needs with a Tier 4 designation.</p> <p>b. Referral Process</p> <p>A. Once a member is attributed to a PASSE, DHS may initiate a referral for a member to get a complex care assessment that will determine whether the member is eligible for Complex Care services. A PASSE member may be considered for the</p>		

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<p>Complex Care if the member has been assessed or re-assessed as Tier 3 and if:</p> <ul style="list-style-type: none"> <li>• A member has an intellectual/developmental disability AND a behavioral health need OR</li> <li>• A member requires a higher level of care coordination and services due to court involvement OR</li> <li>• A member's behavioral health needs are complex.</li> </ul> <p>b. To Continue to receive Complex Care services, members must receive a complex care assessment annually and be assessed as needing Complex services. A reassessment will be completed by appropriate DHS-approved staff using the appropriate Complex Care assessment tool. If a member does not meet the need for Complex Care services, the member will be placed back in Tier 3. An in-person interview will be conducted for initial assessments, with the option of using telemedicine to complete reassessments for members who meet the criteria for Complex Care. The telemedicine tool must meet the 1915(i) requirement for the use of telemedicine under 42 CFR 441.720 (a)(i)(A) through (C).</p>		
<p><b>SC2. Conflicts of Interest</b> Conflicts of Interest</p> <ol style="list-style-type: none"> <li>1. The Vendor <b>must</b> adhere to the following conflict of interest requirements prior to and throughout the life of the awarded Contract: <ol style="list-style-type: none"> <li>a. The selected Contractor <b>shall not</b> be a Related Organization to any Department of Human Services (DHS) certified or licensed provider organization. In addition, the selected Contractor <b>must not</b> employ individuals related to any DHS certified or licensed provider organization or sub-contract with any DHS certified or licensed provider organization or its staff.</li> <li>b. The selected Contractor <b>shall not</b> be a State agency (including without limitation, human development centers).</li> <li>c. The selected Contractor <b>shall not</b> claim reimbursement for any Medicaid-covered services.</li> <li>d. The selected Contractor <b>must</b> ensure that the persons conducting the</li> </ol> </li> </ol>	<p>Acceptable performance is defined as one hundred (100%) compliance with all service criteria.</p> <p>Acceptable performance of all provisions and performance indicators shall be determined in the sole discretion of 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 five percent (5%) 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 five percent (5%) penalty will be calculated</p>

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<p>assessments <b>shall not</b> be related by blood or marriage to the individual being assessed or to any paid caregiver of the individual being assessed or to any paid caregiver of the individual being assessed, financially responsible for the individual being assessed, empowered to make financial health related decisions of behalf of the individual being assessed, and <b>shall not</b> benefit financially from the provision of assessed needs.</p>		<p>from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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><b>SC# Assessment and Operational Services</b></p> <p>A. The Vendor <b>shall</b> utilize the MnCHOICES customized for Arkansas, Assessment Instruments that meets the respective needs of the populations identified in the RFP.</p> <p>1. Mandatory Minimum Requirements for MnCHOICES Assessment Instruments</p> <p>a. The Independent Assessment <b>shall not</b> be self-administered or completed by the Beneficiary himself/herself or his/her guardian, parent, caretaker, or other third-party directly involved with his/her care. The Independent Assessment <b>must</b> be administered by trained and qualified assessor staff in accordance with the requirements of the instrument developer and those contained in this RFP.</p> <p>b. At least 95% of all assessments and Tier Determinations <b>must</b> be completed and returned to DHS or DHS' designee within the deadline agreed upon in the Contract. The timeliness of all Assessments and Tier Determinations <b>shall</b> be measured monthly by the Vendor's Monthly Program performance Report.</p>	<p>Acceptable performance is defined as one hundred (100%) compliance with all service criteria.</p> <p>Acceptable performance of all provisions and performance indicators shall be determined in the sole discretion of 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 five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS</p>

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<p>c. After the conclusion of an Assessment, the Vendor <b>shall</b> complete additional forms on behalf of the Divisions for administrative purposes, if requested by DHS.</p> <p>B. The Vendor <b>shall</b> administer the MnCHOICES Instrument that has been customized for Arkansas, Assessment instruments for identified elderly, aging, physically disabled, Intellectually Disabled/Developmentally Disabled (ID/DD), Behavioral Health, and complex care populations.</p> <p>C. The Vendor <b>shall</b> adopt the algorithm(s) customized by and for Arkansas DHS.</p> <p>D. The Vendor <b>shall</b> implement the Assessment instruments and support for Tier Determination processes.</p> <p>E. The Vendor <b>shall</b> develop, adjust, and implement any needed changes to the algorithm.</p> <p>F. The Vendor <b>shall</b> develop, adjust, and implement any additional assessment tools identified by DHS.</p> <p>G. All assessment instruments, algorithms, or other tools developed under a contract established from this solicitation <b>shall</b> be the property of the State.</p> <ol style="list-style-type: none"> <li>1. Escrow. All such assessment instruments <b>must</b> be maintained in escrow for the State's use.</li> <li>2. Federal license. HHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal government purposes, the software, modifications, and documentation designed, developed or installed with FFP under this Subpart.</li> <li>3. Proprietary software. Proprietary operating/vendor software packages such as software that is owned and licensed for use by third parties, which are provided at established catalog or market prices and sold or leased to the general public must not be subject to the ownership provisions in paragraphs (a) and (b) of this section.</li> <li>4. Limitation. Federal financial participation is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.</li> </ol>		<p>reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>H. Notices must be distributed within ten (10) business days or as directed by the State. The State will determine how the beneficiary communications will be performed, (e.g. email, web portal, U.S. mail or a combination of these.)</p> <p>I. Current requirements and procedures for Initial Assessments and Reassessments are set out below for each population. However, DHS intends to modify the current procedures to better support the needs of these populations during the contract established by this solicitation. Vendor <b>shall</b> coordinate with DHS, support the process of revising these procedures, and adopt the new procedures upon their completion.</p> <p>J. Elderly, Aging and Physically Disabled Section Specific Assessment Instrument Administration Requirements</p> <p>1. Assessment Volume Estimates</p> <p>Note: Volume estimates provided are strictly a courtesy to all potential Vendors and <b>must not</b> be considered as guarantees of future Contract volume.</p> <p>a. The estimated total number of assessments to be administered by the Vendor for the Elderly, Aging and Physically Disabled Beneficiaries can be found in Section 2.1 Table 1.</p> <p>2. Reassessments</p> <p>a. Reassessments for Personal Care and Independent Choices Beneficiaries <b>shall</b> occur annually. The Vendor <b>shall</b> begin the process of scheduling a reassessment ten (10) months after the anniversary of the last assessment completed for the individual.</p> <p>b. Reassessments for all Waiver Beneficiaries may occur twelve (12) months after the anniversary of the last completed assessment if there has been a significant change in the Beneficiaries condition.</p> <p>3. Emergency Assessments / Emergency Reassessments</p> <p>a. Emergency assessments (i.e., change in condition assessments) may occur during the life on the Contract. The Vendor <b>shall</b> administer any referred emergency assessments required during the life of the Contract.</p>		

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<p>b. The Vendor <b>shall</b> complete all Elderly, Aging and Physically Disabled emergency assessments within seven (7) calendar days after referral.</p> <p>c. The estimated total number of emergency assessments will be approximately 100 emergency assessments per year.</p> <p>4. Assessment Scheduling Protocol</p> <p>a. Initial Assessment: Independent Assessment referrals are initiated by the Division of County Operations (DCO) when the client submits an application for services at the DHS office in the county of their residence. The referral is transmitted to the Independent Assessment Vendor. Upon receiving a referral, the Vendor <b>shall</b> have ten (10) calendar days to schedule and administer the assessment.</p> <p>b. The Vendor <b>shall</b> send advance notification in a format approved by DHS of an upcoming assessment to the Beneficiary prior to the assessment.</p> <p>c. The Vendor <b>shall</b> send a complete copy of the Beneficiary's completed assessment to the Beneficiary.</p> <p>5. Reassessments Scheduling Protocol</p> <p>a. DHS or its designee will initiate referrals for Reassessments. Reassessment referrals will be sent 60-days prior to the anniversary of the previous assessment. Upon receiving a referral, the Vendor <b>shall</b> schedule and administer during this timeframe.</p> <p>b. The Vendor <b>shall</b> send advance notification in a format approved by DHS of an upcoming reassessment to the Beneficiary prior to the reassessment.</p> <p>6. Assessment Notification Requirements</p> <p>a. Initial Contact- For the initial assessment or any reassessment or emergency assessment, the Vendor <b>shall</b> make at least three (3) attempts on three (3) separate days, to contact the individual by telephone. After three (3)</p>		

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<p>unsuccessful attempts, the Vendor <b>shall</b> notify DHS and/or its designee that the individual could not be reached, and an assessment could not be scheduled or administered.</p> <p>b. New or Corrected Contact information- If, after three (3) unsuccessful attempts, DHS or another entity provides the Vendor with additional or corrected contact information that allows the Vendor to successfully contact the individual, or the individual contacts the Vendor no earlier than four (4) days after the initial referral, the Vendor <b>shall</b> have an additional five (5) calendar days to administer the assessment, for a total of fifteen (15) days from referral to the administration of the assessment.</p> <p>c. Cessation of Contact Attempts- If the Vendor remains unable to contact the Beneficiary, even after receiving additional contact information, the Vendor <b>shall</b> notify the DHS that the individual could not be reached, and an assessment could not be scheduled or administered.</p> <p>d. The language and content of all written notices <b>must</b> be approved by DHS prior to use by the Vendor.</p> <p>7. Appeals and Administrative Hearings</p> <p>a. Vendor staff <b>must</b> participate, in the manner requested by DHS and at no cost to the State, in an Administrative Hearing process legal proceeding or any form of formal dispute as a result of a Beneficiary Appeal regarding Assessment or Tier Determination results, changes in benefits, and other items as determined by the State. The initial Administrative Hearing will be coordinated by DHS.</p> <p>8. Tier System</p> <p>a. Personal Care</p> <p>i. The Vendor <b>shall</b> adhere to the following Tiers for this population.</p> <p>a. Tier 0 indicates the client did not score high enough in any of the Activities of Daily Living (ADLs) such as Eating, Bathing, Toileting, to meet the state's eligibility criteria for Independent Choices and Personal Care Services.</p>		

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<p>A Tier 0 indicates that the client did not need any “hands on assistance” to be able to bathe themselves, dress themselves or feed themselves, as examples.</p> <p>b. Tier 1 indicates the client scored high enough in at least one of the Activities of Daily Living (ADLs) such as Eating, Bathing, Toileting, to meet the state’s eligibility criteria for Independent Choices and Personal Care Services. A Tier 1 indicates that the client did need “hands on assistance” to be able to bathe themselves, dress themselves or feed themselves, as examples.</p> <p>b. ARChoices, Living Choices and Pace.</p> <p>a. The Vendor shall adhere to the following Tiers for this population.</p> <p>b. Tier 0 and Tier 1 indicates the client’s assessed needs, if any, do not support the need for ARChoices waiver, Living Choices waiver, PACE services or nursing facility services.</p> <p>c. Tier 2 indicates the client’s assessed needs are consistent with services available through either the ARChoices waiver, Living Choices waiver, PACE program or a licensed nursing facility</p> <p>d. Tier 3 indicates the client needs skilled care available through a licensed nursing facility and therefore is not eligible for the ARChoices waiver, Living Choices waiver, or PACE program.</p> <p>c. These indications notwithstanding, the final determination of Level of Care and eligibility is made by the Division of County Operations (DCO).</p> <p>a. The Vendor shall assign a Tier to the individual based on the outcome of the assessment.</p> <p>b. The Vendor shall report the outcome of the assessment and the initial Tier Determination to DHS and DHS shall reserve the right to review any and all assessment outcomes and Tier Determinations.</p> <p>c. The Vendor shall provide written notice in a format approved by</p>		

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<p>DHS to any Beneficiary whose Tier is lowered.</p> <p>K. Behavioral Health Services Section- Specific Assessment Instrument Administration Requirements</p> <p>1. Assessment Volume Estimates</p> <p>Note: Volume estimates provided are strictly a courtesy to all potential Vendors and <b>must not</b> be considered as guarantees of future Contract volume.</p> <p>a. The estimated range of the total number of assessments to be administered by the Vendor can be found in Section 2.1 Table 1.</p> <p>2. Reassessments</p> <p>a. The Vendor <b>shall</b> administer reassessments for Behavioral Health and Complex Care Beneficiaries annually. The Vendor <b>shall</b> begin the process of scheduling a reassessment nine (9) months after the anniversary of last assessment completed for the individual.</p> <p>3. Emergency Assessments</p> <p>a. Emergency assessments (i.e., priority population assessments) <b>shall</b> include those individuals who are being discharged from psychiatric hospital admissions or acute crisis unit stays.</p> <p>b. DHS will give presumptive eligibility to children/youth in DCFS custody, patients being discharged from the AR State Hospital, children/youth in Department of Youth Services (DYS) custody and individuals court ordered into the 911 program (otherwise known as the AR Conditional Release Program Act 911 of 1989) until an emergency assessment can be administered.</p> <p>c. The Vendor <b>shall</b> administer and complete all</p>		

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<p>emergency assessments within seven (7) calendar days after referral.</p> <p>d. The estimated range of the total number of emergency assessments is 20-30 per month.</p> <p>4. Assessment Scheduling Protocol</p> <p>a. Initial assessment: At the beginning of the contract DHS and/or its designee will provide the Vendor with the names and contact information for each known Beneficiary in need of an assessment. The Vendor <b>shall</b> work with DHS and/or its designee to begin accepting referrals for the initial assessments that <b>shall</b> avoid disruption to the currently scheduled assessments.</p> <p>b. The Vendor <b>shall</b> initially notify the Beneficiary that the Vendor will be contacting the Beneficiary to schedule an assessment.</p> <p>c. Additional Contract Term Referrals: Throughout the life of the Contract, the DHS or its designee <b>shall</b> also send the information of an individual or a group of individuals (i.e., a referral). The Vendor <b>shall</b> schedule an assessment with the individual(s). Upon receiving a referral, the Vendor <b>shall</b> have fourteen (14) calendar days to schedule and administer the assessment, unless the referral is identified as an Emergency Assessment.</p> <p>d. The Vendor <b>shall</b> send a complete copy of the Beneficiary's completed assessment to the Beneficiary.</p> <p>5. Reassessment Scheduling and Notification Requirements</p> <p>a. The Vendor <b>shall</b> work with DHS to establish an order of priority for the reassessments which shall take into account the</p>		

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<p>annual reassessment timeline requirement.</p> <p>b. The Vendor <b>shall</b> send advance notification in a format approved by DHS of the upcoming reassessment to the Beneficiary prior to the reassessment.</p> <p>c. The Vendor <b>shall</b> work with PASSE care coordinators to schedule the reassessment. The Vendor may also need to work directly with residential treatment providers to perform reassessments for clients in facilities.</p> <p>6. Assessment Notification Requirements</p> <p>a. Initial Contact - For the initial assessment, any reassessment or emergency assessment, the Vendor <b>shall</b> make at least three (3) attempts, on three (3) separate calendar days, to contact the individual by telephone. After three (3) unsuccessful attempts, the Vendor <b>shall</b> notify DHS and/or its designee that the individual could not be reached, and an assessment could not be scheduled or administered.</p> <p>b. New or Corrected Contact information - If, after three (3) unsuccessful attempts, DHS or another entity provides the Vendor with additional or corrected contact information that allows the Vendor to successfully contact the individual, or the individual contacts the Vendor no earlier than four (4) days after the initial referral, the Vendor <b>shall</b> have an additional five (5) calendar days to administer the assessment, for a total of fifteen (15) days from referral to the administration of the assessment.</p> <p>c. Cessation of Contact Attempts - If the Vendor remains unable to contact the Beneficiary, even after receiving additional contact information, the Vendor <b>shall</b> notify the DHS that the individual could not be reached, and an assessment could not be scheduled or administered.</p> <p>d. The language and content of all written notices <b>must</b> be approved by DHS prior to use by the Vendor.</p> <p>Appeals and Administrative Hearings</p> <p>a. Vendor staff <b>must</b> participate, in the manner requested by DHS and at no cost to the State, in any Administrative Hearing process legal proceeding or any form of formal dispute as a result of a Beneficiary Appeal regarding assessment or Tier Determination results, changes in benefits, and other items as</p>		

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<p>determined by the State. The initial Administrative Hearing will be coordinated by DHS.</p> <p style="padding-left: 40px;">Tier System</p> <p>The Behavioral Health Services Program treatment and services through an AR Medicaid Behavioral Health Services provider to Medicaid-eligible and other individuals served through public health system who have a Behavioral Health condition described in the American Psychiatric Association Diagnostic and Statistical Manual (DSM-IV and subsequent editions).</p> <p>Eligibility for services depends on the needs of the Beneficiary.</p> <p>Counseling Services and Crisis Services can be provided to any Beneficiary as long as the services are medically necessary.</p> <p>Beneficiaries will be deemed eligible for Home and Community Based Services based upon the results of an Independent Assessment that the Vendor <b>shall</b> administer. The goal of the Independent Assessment is to determine eligibility for a broader array of services and more intensive treatment that best meet the needs of the Beneficiary initially and over time.</p> <p>DHS oversees the PASSE program. The PASSE program operates under a waiver granted under section 1915 (b) of the Act. The purpose of the PASSE program is to organize and manage the delivery of services for certain Medicaid beneficiaries who have complex behavioral health and intellectual and developmental disabilities service needs. The PASSE organization is responsible for the provision of comprehensive medically necessary services to eligible beneficiaries who are enrolled (assigned) to the PASSE. Beneficiaries identified to meet Tier 2 or Tier 3 determined by the Independent Assessment will be assigned to a PASSE.</p> <p style="padding-left: 40px;">b. The Vendor <b>shall</b> adhere to the following three Tiers for Behavioral Health Beneficiaries:</p> <p style="padding-left: 80px;">a. Tier 1 indicates the score reflected that the individual could</p>		

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<p>continue Counseling and Medication Management services but is not eligible for the additional array of services available in Tier 2 and Tier 3.</p> <p>Tier 2 indicates the score reflected difficulties with certain functional behaviors allowing eligibility for a full array of services to help the individual function in home and community settings and move toward recovery.</p> <p>c. Tier 3 indicates the score reflected greater difficulties with certain functional behaviors allowing behaviors allowing eligibility for a full array of services to help the individual function in home and community settings and move toward recovery.</p> <p>d. Tier 4 indicates the score reflected by complex care clients are those who have an existing Behavioral Health or Developmental Disabilities Independent Assessment with a Tier 2 or Tier3 designation and has been reviewed by DHS and identified as a PASSE member with complex needs and will receive an Independent Assessment to confirm the complex needs with a Tier 4 designation.</p> <p>c. The Vendor <b>shall</b> conduct the assessment, compile and present the results of the assessment, make an initial Tier Determination, and send DHS or its designee the results</p> <p>d. The Vendor <b>shall</b> provide written notice in a format approved by DHS to any Beneficiary whose Tier is lowered. Vendor <b>shall</b> send a copy of the Independent Assessment results, along with documentation regarding Appeal rights and other due process matters, to the individual.</p> <p>L. DD/ID Specific Assessment Instrument Administration Requirements</p> <p>1. Assessment Volume Estimates  Note: Volume estimates provided are strictly a courtesy to all potential Vendors and <b>must not</b> be considered as guarantees of future Contract volume.</p> <p>a. The estimated total number of assessments to be administered to DD/ID populations can be found in Section 2.1 Table 1.</p>		

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<p>a. Additionally, there are approximately 40 individuals per year receiving services in an HDC that choose to transition back to living in the community (i.e. shift to CES Waiver services) Those individuals <b>shall</b> also be referred to the Vendor for an assessment to assist in Tier Determination. Individuals already receiving services in an HDC <b>shall not</b> be referred to the Vendor for an assessment unless they choose to transition to CES Waiver services.</p> <p>2. Reassessments</p> <p>a. The Vendor <b>shall</b> administer reassessments for the DD/ID population every three (3) years. The minimum reassessment schedule of once every three years <b>shall</b> be maintained. Reassessments <b>must</b> occur prior to the anniversary of the previous assessment.</p> <p>b. Individuals assessed upon entrance into an HDC are not required to be reassessed, unless at some point they choose to transition to living in the community as a home and community-based waiver Beneficiary. If the individual chooses to transition to living in the community as a home and community- based waiver client, the vendor <b>shall</b> administer assessments to those individuals per the requirements outlined in this RFP.</p> <p>3. Emergency Assessments</p> <p>a. Emergency assessments (i.e., change in condition assessments) most often occur after either a sudden change in individual's biological situation (e.g., a physical, medical, or behavioral change) or their natural support situation (e.g., a parent or another caregiver passes away). The vendor <b>shall</b> administer any emergency assessments and the administered emergency assessment <b>shall</b> restart the three-year reassessment cycle for an individual.</p> <p>b. The Vendor <b>shall</b> conduct all emergency assessments within twenty-four (24) hours of referral.</p> <p>c. The estimated total number of emergency assessments is 100 per year.</p>		

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<p>If more Home and Community Based waiver slots are funded and approved, the estimated number of emergency assessments would likely increase. The vendor <b>shall</b> administer the additional assessments created due to additional waiver slots being funded and approved.</p> <p>4. Assessment Scheduling Protocol</p> <p>a. Initial assessment: At Contract start, DHS or its designee will provide the Vendor with the names and contact information for each Beneficiary in need of an assessment. The Vendor <b>shall</b> work with DHS to establish an order or priority for the initial assessments that <b>shall</b> avoid disruption to the currently scheduled assessments.</p> <p>b. Additional Contract Term Referrals: Throughout life of the Contract, DHS or its designee may also send the information of an individual or a group of individuals (i.e., a referral) to the Vendor so that the Vendor may schedule an assessment with the individual(s). The Vendor <b>shall</b> work with DHS Waiver Services to establish a formal referral process.</p> <p>a. For new individuals initiating Institutional Level of Care services (i.e., Beneficiaries initiating home and community-based waiver service and Beneficiaries starting to receive services in a public or private ICF, the Independent Assessment and Tier Determination <b>must</b> be completed and available to DHS within thirty (30) days of referral from DHS Waiver Services.</p> <p>b. Vendor <b>shall</b> send a complete copy of the Beneficiary's completed assessment, along with documentation regarding Appeal rights and other due process matters, to the individual, or, if applicable, their guardian.</p> <p>5. Reassessment Scheduling Protocol and Notification Requirements</p> <p>a. The Vendor <b>shall</b> perform reassessments every 3 years. The reassessment referral will be provided 6 months in advance of the individual's due date.</p> <p>The Vendor <b>shall</b> send advance notice in a format approved by DHS of the upcoming assessment to the Beneficiary prior to the reassessment.</p> <p>6. Assessment Notification Requirements</p>		

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<p>a. For initial assessment or any reassessment of a CES Waiver Beneficiary, the Vendor <b>shall</b> send a notification letter no less than thirty (30) days prior to the scheduled assessment.</p> <p>b. Initial Contact - The Vendor <b>shall</b> make at least three (3) attempts on three (3) separate calendar days, to contact the individual by telephone. After three unsuccessful attempts, the Vendor <b>shall</b> notify DHS that the individual could not be reached, and an assessment could not be scheduled or administered.</p> <p>c. New or corrected contact information - If, after three unsuccessful attempts, DHS or another entity provides additional or corrected contact information to the Vendor which allows the Vendor to successfully contact the individual, the Vendor <b>shall</b> have an additional ten (10) calendar days from the date the Vendor was able to successfully make contact to administer the assessment.</p> <p>d. Cessation of Contact Attempts - If the Vendor remains unable to contact the Beneficiary, or their parent/guardian, even after receiving additional contact information, the Vendor <b>shall</b> notify the DHS that the individual could not be reached.</p> <p>7. Appeals and Administrative Hearings</p> <p>a. Vendor staff <b>must</b> participate, in the manner requested by DHS and at no cost to the State, in any Administrative Hearing process, legal proceeding or any form of formal dispute as a result of a Beneficiary Appeal regarding assessment results, Tier Determinations, the reduction or denial of services, or any other items as determined by DHS. The initial Administrative Hearing will be coordinated by DHS.</p> <p>8. Tier System</p> <p>The following represents the Tier system that DHS may use during the life of this Contract. The results of the Assessment Instrument <b>shall</b> be utilized to make the final Tier Determination.</p> <p>a. Tier 2: Indicates that the score reflected difficulties with certain functional behaviors allowing eligibility for a full array of services to help the client</p>		

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<p>function in home and community settings.</p> <p>b. Tier 3: Indicates that the score reflected greater difficulties with certain functional behaviors allowing eligibility for a full array of services to help the client function in home and community settings.</p> <p>c. Vendor <b>shall</b> only be responsible for making a Tier Determination of Tier 2 or Tier 3. Prior to DHS referring an individual to the Vendor for an assessment, DHS will have already made an initial eligibility determination that the individual meets the Institutional Level of Care criteria.</p> <p>a. The Vendor <b>shall</b> provide written notice in a format approved by DHS to any Beneficiary whose Tier is lowered.</p> <p>9. Additional Assessment and Tier Determination Requirements</p> <p>a. The Vendor <b>shall</b> provide the State with sufficient detail regarding assessments and Tier Determinations and any algorithms used in these processes in order for DHS to complete the promulgation of manuals or the creation of other publicly available documents that explain DHS processes and policies.</p> <p>b. The Vendor <b>shall not</b> claim as proprietary any information necessary for the adjudication of a member's rights or due process</p>		
<p><b>SC5 Assessor Staffing and Assessment Services</b></p> <p>A. The Vendor <b>shall</b> provide a sufficient number of qualified staff necessary to conduct the State's Independent Assessments and Tier Determinations for each of the populations as specified in this RFP.</p> <p>B. The Vendor <b>shall</b> provide services through Telehealth technologies upon request by DHS.</p> <p>C. The Vendor <b>shall</b> meet all applicable Arkansas and Federal laws, rules, and regulations regarding implementing and administering assessments for Beneficiaries described in the RFP.</p>	<p>Acceptable performance is defined as one hundred (100%) compliance with all service criteria.</p> <p>Acceptable performance of all provisions and performance indicators shall be determined in the sole discretion of 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 five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in</p>

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<p>D. The Vendor <b>shall</b> develop and maintain transparent, documented procedures for completing all assessments required by the RFP.</p> <p>E. The Vendor <b>shall</b> provide staff meeting without limitation the following requirements:</p> <ol style="list-style-type: none"> <li>1. General Staffing Requirements and Staff Qualification Requirements <ol style="list-style-type: none"> <li>a. The Vendor <b>shall</b> conduct its own training and <b>shall</b> ensure that each assessor is fully equipped and trained to administer the Assessment Instrument that he/she is assigned.</li> <li>b. The Vendor <b>shall</b> recognize that each Assessment Instrument utilized by the State under this Contract may have distinct assessor qualification requirements for the successful administration of the assessment.</li> <li>c. Any assessor qualification requirements of an Assessment Instrument <b>shall</b> be in addition to any staffing or staff qualification requirements listed in this RFP.</li> <li>d. The Vendor <b>shall</b> ensure that all of its assessment staff working under this Contract <b>shall</b> meet the minimum qualifications listed in this RFP.</li> <li>e. The State <b>shall</b> have the absolute right to approve or disapprove of the Vendor's and any of its subcontractor's staff, and to require the removal or reassignment of any Vendor's employee or subcontractor personnel found unacceptable to the State for work under this Contract. The replacement staff member <b>shall</b> have equal or greater qualifications than the staff member being replaced. The replacement of any vendor's staff <b>shall</b> be done in such a way that does not interfere with daily operations.</li> <li>f. The Vendor <b>shall</b> maintain all files for all assessments for ten (10) years from the date of initial service or until all audits, reviews, appeals, hearings, investigations or administrative or judicial litigation to which the records may relate are finally concluded, whichever period is later.</li> </ol> </li> </ol>		<p>full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>g. The Vendor <b>shall</b> maintain the capacity to provide consultation to assessors regarding clinical issues that may arise during the assessment and screening processes.</p> <p>2. Additional Requirements for Clinical Staff</p> <p>a. The Vendor <b>shall</b> hire or contract with Arkansas licensed clinicians to provide clinical consultation and supervision of assessors.</p> <p>b. The Vendor <b>shall</b> guarantee assessor telephone access to clinical expertise from licensed clinicians during the Vendor's operating hours, but at least from 8 am – 6 pm on weekdays.</p> <p>c. The Vendor <b>shall</b> hire or contract with a board eligible or board-certified physician to provide clinical and medical consultation to assessors.</p> <p>a. A physician board certified in psychiatry <b>must</b> be available for consultation by assessors for matters related to Behavioral Health and Complex Care assessments and Tier Determinations.</p> <p>d. All Clinical staff hired by the Vendor <b>shall</b> maintain the appropriate State of Arkansas licensure, proof of which <b>shall</b> be furnished to the State upon request.</p> <p>3. General Qualifications for Assessors</p> <p>a. Have at least one (1) year of experience working directly with the population with whom they will be administering the assessment (e.g., individuals with intellectual and developmental disabilities, individuals with mental and/or behavioral health conditions, individuals with physical disabilities, and/or the elderly).</p> <p>b. Have the ability to request and verify information from individuals being assessed.</p> <p>c. Be culturally sensitive to individuals whose support needs are being assessed.</p> <p>d. Have the necessary knowledge, skills and abilities to successfully perform and manage Independent</p>		

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<p>Assessments which <b>shall</b> include skillsets in organization; time management; ability to address difficult questions and problematic individuals; effective communication; and knowledge of adult learning strategies.</p> <p>e. Be linguistically competent in the Beneficiary's primary language or in American Sign Language or with the assistance of non-verbal forms of communication including assistive technology and other auxiliary aids, as appropriate to the individual being assessed. If the Vendor is unable to hire linguistically competent staff for a specific language, the Vendor <b>shall</b> train staff to use telephonic interpreter services or other equivalent means to conduct assessments.</p> <p style="padding-left: 40px;">a. The primary languages of the Beneficiaries are English and Spanish.</p> <p>f. Verify the information received from the Beneficiary and the Beneficiary's family members, caregivers, and/or guardians by cross-referencing all available information.</p> <p>g. The staff member administering the assessment <b>shall not</b> be related by blood or marriage to the individual or to any paid caregiver of the individual, financially responsible for the individual, empowered to make financial or health-related decision of behalf of the individual, and would not benefit financially from the provision of assessed needs.</p> <p>4. Elderly, Aging, and Physically Disabled population Staffing Requirements</p> <p style="padding-left: 40px;">a. The Vendor <b>must</b> utilize registered nurses licensed in the State of Arkansas to administer all Aging Waiver and Personal Care assessments.</p> <p>5. Behavioral Health</p> <p style="padding-left: 40px;">a. The Vendor <b>must</b> utilize staff who have a four-year Bachelor's degree with one year of mental health experience or registered nurses with one year of mental health experience</p>		

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<p>to administer all Behavioral Health and Complex Care assessments.</p> <p>6. DD/ID Staffing Requirements</p> <p>a. At a minimum, assessors <b>must</b> have at least two (2) years' experience with the developmental/intellectually disabled population and <b>must</b> meet any additional requirements of a Qualified Developmental Disability Professional (QDDP).</p> <p>b. Assessors <b>shall</b> meet the standard of most highly qualified as defined by the MnCHOICES that has been customized for Arkansas.</p> <p>c. The Vendor <b>must</b> provide documentation of assessor qualifications to DHS in the format designated by DHS.</p> <p>d. The Vendor <b>must</b> assure that all relevant training and/or certification required for use of instrument be maintained throughout the life of this Contract.</p> <p>7. Complex Care Staffing Requirements Minimum Qualifications omitted in this draft. The Vendor must utilize staff who have a four-year bachelor's degree with one year of mental health experience or registered nurses with one year of mental health experience to administer Behavioral Health and Complex Care assessments.</p>		
<p><b>SC6 Information Technology Platform and Services</b></p> <p>A. Information Technology Platform General Requirements</p> <p>1. The Vendor <b>shall</b> provide and implement an information technology (IT) platform for the management and administration of the Independent Assessment instruments, and Tier Determinations for the Beneficiaries defined in this RFP.</p> <p>2. The IT Platform <b>must</b> be capable of allowing State staff and Vendor staff to complete, record, and store the assessments, and Tier</p>	<p>Acceptable performance is defined as one hundred (100%) compliance with all service criteria.</p> <p>Acceptable performance of all provisions and performance indicators shall be determined in the sole discretion of 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 five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in</p>

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<p>Determinations and transmit results to DHS or a DHS designee.</p> <p>3. The Vendor <b>shall</b> be responsible for implementing a system that is compliant with all applicable Federal and State requirements.</p> <p>4. The IT Platform <b>must</b> have the ability to interact and exchange data electronically with State or the State's designee.</p> <p>5. The IT Platform <b>must</b> be a singular platform for all Assessment Instruments procured by the State through this RFP or <b>must</b> be currently in use by the State and <b>must</b> be equally accessible to DHS.</p> <p>6. The IT Platform <b>must</b> support the Assessment Instruments.</p> <p>7. The IT Platform <b>shall</b> be able to simultaneously host all of the instruments. The Vendor's staff <b>shall</b> be able to modify the IT Platform in the event the State makes changes to the formatting or questioning of a specific instrument and/or the inclusion of additional Assessment Instruments. The Vendor <b>shall</b> ensure that if the State changes the instrument it uses, the process <b>shall</b> be completed with relative technical ease.</p> <p>8. The Vendor <b>shall</b> have on staff a clinical liaison to help support IT implementation of the Assessment Instruments and Tier Determinations. The Vendor <b>shall</b> ensure that no aspects of the IT Platform <b>shall</b> negatively impact Beneficiary services.</p> <p>9. The IT Platform <b>must</b> at the request of DHS interface with Arkansas Medicaid Management Information System (MMIS), Arkansas Comprehensive Child Welfare Information System (ARFOCUS), the Arkansas Integrated Eligibility System (ARIES), and a 3<sup>rd</sup> Party Referral System.</p> <p>10. The IT Platform must provide customizable reporting.</p> <p>B. Referral Functionality and Features</p>		<p>full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>1. The Vendor <b>shall</b> develop, implement, and use technology that <b>shall</b> allow the Vendor to receive referrals from the State or its designee and to schedule appointments based upon the referrals.</p> <p>2. The Vendor <b>shall</b> have referral Intake and scheduling mechanism that abides by the following requirements:</p> <ul style="list-style-type: none"> <li>a. Receive secure electronic referrals from the State's or State's designee's IT systems for Beneficiaries in need of an assessment. The specific list of the State's or State's designee's IT systems will be finalized during contract implementation. The referrals will include: <ul style="list-style-type: none"> <li>a. Contact information for the Beneficiary, including but not limited to: address, phone number, and email (if available).</li> <li>b. Contact information for known family members, guardians, and/or caregivers</li> <li>c. Beneficiary's eligibility information</li> <li>d. Other key data as determined by the State and Vendor</li> </ul> </li> <li>b. Receive secure electronic referrals in daily batches and receives secure electronic emergency referrals on an ad-hoc basis. <ul style="list-style-type: none"> <li>a. Has the functionality to receive paper or secure email referrals from the State and upload the referrals to the Vendor's IT Platform.</li> <li>b. The ability to automatically schedule an assessment based on a pre-approved calendar and issue reminders of scheduled assessments.</li> </ul> </li> </ul>		

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<p>c. House a calendaring database for all Beneficiaries and which <b>shall</b> be accessible by DHS staff.</p> <ul style="list-style-type: none"> <li>• Assessment Notices</li> <li>• Reassessment Notices <ul style="list-style-type: none"> <li>○ Scheduled Assessments</li> <li>○ Scheduled Reassessments</li> </ul> </li> </ul> <p>C. <b>IT Platform Functionality and Features for Assessment Instruments</b></p> <p>1. The IT Platform <b>shall</b> use technology that allows for secure, web-based, state-wide submission of assessment results as they are completed in the field. The Vendor's IT Platform <b>shall</b> meet the following functionality requirements:</p> <ol style="list-style-type: none"> <li>a. Allow assessments to be electronically submitted to the IT Platform twenty-four (24) hours per day, seven (7) days per week.</li> <li>b. Allow assessments to be completed electronically on tablets or laptops.</li> <li>c. Allow assessments to be completed using an offline tablet or laptop in areas of the State with limited internet access.</li> <li>d. Allow for assessments completed offline to be automatically uploaded to the Vendor's IT Platform when internet connectivity becomes available.</li> <li>e. Mobile application <b>shall</b> support Microsoft Windows, Apple IOS and Android operating systems.</li> <li>f. IT Platform web browser access <b>shall</b> be compatible with manufacturer supported versions of Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, Google Chrome and Apple Safari</li> <li>g. Include an automated workflow process that routes</li> </ol>		

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<p>assessment results to the appropriate reviewer, if necessary, and assigns a Tier Determination.</p> <p>h. Provide for exception handling and manual over-ride of assessments by Vendor staff.</p> <p>i. Provides a path to allow paper assessments to be uploaded and routed by Vendor staff in the event of technological failures.</p> <p>j. Provides a time, date and user stamp for all events.</p> <p>k. Has user/role based access to ensure privacy and security. The Vendor should propose various user/role access levels for DHS's review and ultimate acceptance during contract implementation.</p> <p>l. Allow users with the proper access level among DHS staff and Vendor staff to view the status of an Assessment from referral through Tier Determination from referral through completion.</p> <p>m. Host a database of Beneficiary Information.</p> <p>n. Allow for assessments for certain populations, to be completed virtually, utilizing a video component.</p> <p>a. The database <b>shall</b> be able to be queried by users with the proper access level among DHS staff and Vendor staff to develop reports including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Timeliness of assessments and Tier Determinations</li> <li>• Scheduled and completed appointments</li> <li>• Demographics of individuals receiving assessments and Tier Determinations</li> </ul> <p>b. DHS staff users with the proper access level <b>shall</b> be</p>		

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<p>able to conduct customizable queries, export data and run reports on Beneficiary information in real-time.</p> <p>D. IT Platform Functionality and Features for Tier Determination</p> <p>1. The Vendor <b>shall</b> implement, and utilize a Tier Determination process based on assessment results according to each program's Tier standards as described in this RFP. The IT Platform <b>shall</b> support Tier Determinations and <b>shall</b>:</p> <ul style="list-style-type: none"> <li>a. Be developed and implemented based upon each program's Tier standards and policies as described in this RFP or as determined by DHS should future needs or regulations require updates or changes.</li> <li>b. Be developed in collaboration with State staff and State policy.</li> <li>c. Provide the means for DHS staff users with the proper access level to query and display other relevant health information.</li> <li>d. Be automated based upon the scientifically derived algorithms developed by the Vendor.</li> <li>e. Time, date, and user stamp all events.</li> <li>f. Has user/role based access to ensure privacy and security. The Vendor should propose various user/role access levels for DHS's review and ultimate acceptance during contract implementation.</li> <li>g. Be modifiable by Vendor in the event of future policy changes, modifications or changes in Assessment Instruments and Tiers, or other future events.</li> </ul> <p>E. IT Platform Functionality and Features for Appeals and Grievances</p> <p>1. The Vendor <b>shall</b> host an IT platform for, and database of,</p>		

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<p>Appeals and Grievances of the results of an Independent Assessment, and Tier Determination which <b>shall</b> be accessible for viewing by DHS staff users and the proper access level.</p> <p>2. The IT Platform <b>shall</b> receive and track the status of all Appeals and Grievances made by a Beneficiary. The process for receipt of Appeals will be determined by DHS during contract implementation. All Appeal information <b>shall</b> be accessible for viewing by DHS staff users with the proper access level.</p> <p>3. The Vendor's IT Platform <b>must</b> have an average monthly uptime of 99.8%, except for planned down-times approved by the State's Contract Monitor in writing.</p> <p>F. The Vendor shall provide the following additional features:</p> <p>1. The IT Platform <b>must</b> have the capability to directly interface with the Arkansas Medicaid Management Information System (MMIS), any state-contracted Vendor conducting utilization management or review on DHS' behalf, and <b>must</b> support direct electronic interaction with DHS's systems. The specific list of the State's IT systems will be finalized during contract implementation.</p> <p>2. Allowing for varying levels of access based on role for Vendor and State staff. The Vendor should propose various user/role access levels for DHS's review and ultimate acceptance during contract implementation.</p> <p>3. Ability for DHS staff users with the proper access level to access, view, extract and download data at any time during the Contract period, including the dump of database data or customizable reports upon request.</p> <p>4. Provide database schema, table layouts, primary key designation, foreign key relationships, data dictionaries, security implementation</p>		

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<p>model(s), and support for change control on database changes, and field and table changes upon request.</p> <p>5. Allow batch data transfer or extract, transfer and load (ETL) to DHS's enterprise data warehouse for use in cross longitudinal reporting. The specific list of the State's or data warehouse system will be finalized during contract implementation.</p> <p>6. Hand-over of all data in State's desired non-proprietary format, decided by DHS, at end of the Contract period.</p> <p>7. Provide for adaptability throughout the term of Contract for any changes DHS may need to make to the IT Platform in the future.</p> <p>8. Complete address validation prior to any communication with Beneficiaries and Providers.</p> <p>G. Other Minimum Support Requirements</p> <p>1. Technical Assistance, Troubleshooting, and Help Desk</p> <p>a. The Vendor <b>shall</b> provide an administrative toll-free telephone number that <b>shall</b> enable Vendor staff in the field, DHS staff, and staff of other DHS vendors to reach the IT support staff from 8:00 am to 6:00 pm CT on Business Days.</p> <p>b. IT support staff <b>shall</b> be trained and available to resolve issues including but not limited to user questions regarding:</p> <p>a. Referrals</p> <p>b. Assessment Instruments</p> <p>c. Field technology (e.g. laptops, tablets) utilized to complete assessments</p> <p>d. Connectivity with State systems</p> <p>e. Data queries.</p> <p>2. Physical Presence in Little Rock</p> <p>a. Vendor IT support staff shall be available to be on-site if needed, in various State offices in Little Rock, Arkansas from 8:00 am - 4:30 pm CT on State</p>		

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<p style="text-align: center;">Business Days within four hours of request.</p> <p>H. IT Quality Assurance</p> <ol style="list-style-type: none"> <li>1. Vendor shall develop methods and algorithms to identify incomplete assessments, logical errors within assessments, logical errors across assessments, logical errors related to Tier Determinations, and unusual frequencies</li> <li>2. The outputs of the methods and algorithms <b>shall</b> be utilized to inform the Vendor about necessary IT upgrades as well as training needs. The Vendor <b>shall</b> notify DHS immediately if any of its methods or algorithms identifies a need for upgrades or training.</li> <li>3. Common items related to incomplete assessments, logical errors within assessments, logical errors across assessments, logical errors related to Tier Determinations, and unusual frequencies <b>shall</b> be reported to the Contract Monitor on a monthly basis and in a method and format as approved by DHS.</li> </ol> <p>I. System Updates and Changes</p> <ol style="list-style-type: none"> <li>1. System updates or changes required that result from a determination by the vendor or the Contract Monitor that a deficiency exists within the vendors system shall be performed by the vendor as requested by the Contract Monitor and shall be completed by a deadline determined by DHS.</li> <li>2. Changes, corrections, or enhancements to the system shall be characterized as a system improvement.</li> <li>3. These changes may result from a determination by the Vendor or the Contract Monitor when a deficiency exists within the Vendor's system.</li> <li>4. Should the Vendor believe the changes, corrections, or enhancements are needed to the system, the Contract Monitor <b>must</b> be advised of the changes, corrections, or enhancements and</li> </ol>		

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<p><b>must</b> approve before implementation.</p> <p>J. Privacy and Security Incidents and Reporting</p> <p>1. <b>SYSTEM SECURITY AND PRIVACY MANAGEMENT PLAN</b></p> <p>The Vendor will develop and submit the System Security and Privacy Management Plan. The purpose of the System Security Management Plan is to capture and establish the approach to the System's adherence to privacy, confidentiality, and security standards. The State expects the Vendor to use the Minimum Acceptable Risk Standards for Exchanges (MARS-E) SSP template and follow the quarterly Plan of Action &amp; Milestones (POAM) process. The plan will also include an overview of the risk scenarios and the approach to known risk threats and known vulnerabilities. It will provide the security architecture, processes, and controls to meet State and Federal standards (including but not limited to firewalls, zoning, encryptions, intrusion prevention, hardening, remote access, logging). DHS expects for all data to be encrypted using the latest/supported technology protocols, whether at rest/stored, in flight/transit, or communicated and/or accessed in any way. In addition, it will include the Vendor's plan to ensure confidentiality and privacy standards are met. The plan shall include, at a minimum:</p> <p>a. The technical approach to address and satisfy the following:</p> <ul style="list-style-type: none"> <li>• Network security controls</li> <li>• Perimeter security</li> <li>• System security and data sensitivity classification</li> <li>• Penetration testing</li> <li>• Intrusion management</li> <li>• Monitoring and reporting</li> <li>• Host hardening</li> <li>• Remote access</li> <li>• Encryption</li> <li>• Integration and Statewide active directory services</li> <li>• Interface security</li> <li>• Security test procedures</li> </ul>		

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<ul style="list-style-type: none"> <li>• Managing network security devices</li> <li>• Security patch management and remediation</li> <li>• Secure communications over the Internet</li> <li>• Logging</li> </ul> <p>b. Detailed diagrams depicting all security-related devices, subsystems, and their relationships</p> <p>c. All programmatic privacy and security controls</p> <p>d. The details of Security, Privacy, and Consent Management</p> <p>e. Approach to maximizing sharing of data (provided from any external source) while complying with all appropriate rules, regulations, and policies</p> <p>f. User roles, security permissions, and administrative functions</p> <p>g. Confirmation that the Security Plan aligns with the most current version of MARS-E (2.2)</p> <p>h. Plan to maintain all confidentiality safeguards</p> <p>i. Plan to adhere to all privacy requirements for different data elements</p> <p>j. Any other relevant protocols or details to ensure privacy, confidentiality, and security standards are met</p> <p>k. Roles and responsibilities to be performed by the Vendor and by the State</p> <p>DHS requires Minimum Acceptable Risk Standards for Exchanges (MARS-E 2.2) compliance standards for privacy and security for all Medicaid Systems. MARS-E 2.2 is a set of privacy and security standards for Affordable Care Act (ACA) administering entities, as well as their contractors and subcontractors. Developed by CMS, the standards are based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. This framework establishes the security and privacy requirements required for compliance under MARS-E, ensuring the availability, confidentiality, and integrity of protected</p>		

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<p>health information (PHI), personally identifiable information (PII), and federal tax information (FTI). The Contractor shall ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) and other Federal and State privacy and security standards.</p> <p>Vendor must implement procedures to review records of information system activity, such as audit logs, access reports, and security incident tracking reports, on a frequency determined by the State.</p> <p>Vendor must conduct a weekly security meeting with DHS CISO, Privacy, Vendor's team, operations, and others as define to update, plan, and determine remediation strategy for all findings/incidents.</p> <p>Vendor must develop and document a process for Third Party Penetration testing that has been reviewed and approved by the State. This testing must be completed at least annually, and the raw results and final reports must be provided to the State.</p> <p>A security incident shall be defined as results or incidents from intentional or unintentional actions and may include loss and/or theft of computer media, introduction of malicious code, unauthorized attempts to gain access to information, or failed performance of the system security function. A privacy incident shall be defined as Privacy Incident: a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access to confidential information, including but not limited to, Personal Identifying Information (PII) and Protected Health Information (PHI). The Contractor must report incidents within twenty-four (24) hours of occurrence. Incidents should be submitted to <a href="mailto:DHS.IT.Security.Team@dhs.arkansas.gov">DHS.IT.Security.Team@dhs.arkansas.gov</a> .</p> <p>The Contractor shall establish and maintain incident management responsibilities and procedures to ensure a quick, effective, and orderly response to security incidents.</p>		

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<p>Procedures shall cover all potential types of security incidents, including the following:</p> <ul style="list-style-type: none"> <li>a. Discovered viral infection</li> <li>b. Discovered malicious code e.g., viruses, trap doors, logic bombs, worms, and Trojan horses</li> <li>c. Uncovered hacker activity</li> <li>d. Discovered system vulnerabilities</li> <li>e. Unauthorized attempt, successful or unsuccessful, to access the EBT System</li> <li>f. Deviation from security policy</li> <li>g. Other unusual activities</li> <li>h. In addition to normal contingency plans (designed to recover systems or services as quickly as possible), the procedures shall also cover the following: <ul style="list-style-type: none"> <li>a. Analysis and identification of the cause of the incident</li> <li>b. Planning and implementation of remedies to prevent recurrence, if necessary</li> <li>c. Collection of audit trails and similar evidence</li> <li>d. Communication with those affected by or involved with recovery from the incident</li> <li>e. Report of the action to DHS Security and the DHS Privacy Office.</li> </ul> </li> </ul> <p>On-site security requirements</p> <ol style="list-style-type: none"> <li>1. To the extent any Vendor or Subcontractor employees are required to provide services on site at any State facility, if requested, the Vendor <b>shall</b> be required to provide and complete all necessary paperwork for security access to sign on at the State's site.</li> <li>4. If requested, this shall include conducting and providing to the State and DHS Federal criminal background checks, including fingerprinting, for each individual performing services on site at a State facility</li> <li>5. These checks may be performed by a public or private entity, and if required shall be provided by the Vendor to DHS prior to the employee's providing on-site services.</li> <li>6. DHS <b>shall</b> have the right to refuse to allow any individual employee to work on State premises, based upon information provided in a background check. At all times, at any facility, the Vendor's personnel <b>shall</b> ensure cooperation with State site requirements.</li> <li>7. Per the discretion of DHS, the Vendor or Subcontractor employees or agents who enter the premises of a facility under DHS or State jurisdiction shall be searched,</li> </ol>		

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<p>fingerprinted (for the purpose of a criminal history background check), photographed, and required to wear an identification card issued by DHS.</p> <p>8. The Vendor, its employees and agents, and Subcontractor employees and agents, shall not violate Department of Human Services Policy 1002 (a copy of which is enclosed in the Vendors' Library), or other State security regulations or policies about which they may be informed from time to time.</p> <p>9. The failure of any of the Vendor's or Subcontractor's employees or agents to comply with any security provision of the Contract shall be sufficient grounds for the Department to terminate for default.</p> <p>L. Disaster Recovery and Business Continuity</p> <p><b>DISASTER RECOVERY AND BUSINESS CONTINUITY AND CONTINGENCY PLAN (DR-BCCP)</b></p> <p>The Vendor will submit a Disaster Recovery and Business Continuity and Contingency Plan (DR-BCCP) for the technology and infrastructure components, as well as for the business area operations continuity and contingency plan. The Vendor, together with State, must affirm the DR-BCCP plan, the essential roles, responsibilities, and coordination efforts for those portions of the technical infrastructure and operations as deemed appropriate.</p> <p>The Vendor shall address a wide range of infrastructure and services recovery responsibility associated with, and/or arising from, partial loss of a function or of data for a brief amount of time to a worst-case scenario in which a man-made or natural disaster, data center equipment or infrastructure failure, or total system failure may result. The plan must include a procedure to allow facility access in support of restoration of lost data and to support emergency mode operations in the event of an emergency. Additionally, access control will include procedures for emergency access to electronic information. The system must be protected against hardware and software failures, human error, natural disasters,</p>		

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<p>and other emergencies that could interrupt services. The plan must address recovery of business functions, business units, business processes, human resources, and the technology infrastructure.</p> <p>The DR-BCCP must include:</p> <ol style="list-style-type: none"> <li>1. Identification of the core business processes involved</li> <li>2. Documentation of “who” shall declare a “disaster or failover” and begin the DR-BCCP</li> <li>3. Distribution lists with email and telephone numbers for immediate contact</li> <li>4. Pre-approved language to notify stakeholders and the method of notification (e.g., DHS website, Provider web portal, helpdesks)</li> <li>5. For each core business process: <ul style="list-style-type: none"> <li>o Identification of potential system failures for the process</li> <li>o Risk analysis</li> <li>o Impact analysis</li> <li>o Definition of minimum acceptable levels of outputs</li> </ul> </li> <li>6. Documentation of contingency plans</li> <li>7. Definition of triggers for activating contingency plans</li> <li>8. Process to establish a war room and business resumption team</li> <li>9. Maintenance of updated Disaster Recovery Plans and procedures</li> <li>10. Plan for replacement of personnel to include the following as a minimum: <ol style="list-style-type: none"> <li>a. Replacement in the event of loss of personnel before or after signing this contract</li> <li>b. Replacement in the event of inability by personnel to meet performance standards</li> <li>c. Allocation of additional resources in the event of the Contractor’s inability to meet performance standards</li> <li>d. Replacement/addition of personnel with specific qualifications</li> </ol> </li> </ol>		

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<p>e. Timeframes necessary for replacement</p> <p>f. Contractor's capability of providing replacements/additions with comparable experience</p> <p>g. Methods for ensuring timely productivity from replacements/additions</p> <p>The Disaster Recovery Plan must address:</p> <ol style="list-style-type: none"> <li>1. Retention and storage of backup files and software</li> <li>2. Hardware backup for critical system components</li> <li>3. Facility backup</li> <li>4. Backup for telecommunications links and networks</li> <li>5. Staffing plan</li> <li>6. Backup procedures and support to accommodate the loss of online communications</li> <li>7. Process for fall back to the primary system</li> <li>8. A detailed file backup plan and procedures, including the offsite storage of crucial transaction and master files; the plan and procedures must include a detailed frequency schedule for backing up critical files and (if appropriate to the backup media) their rotation to an offsite storage facility. The offsite storage facility must provide security of the data stored there, including protections against unauthorized access or disclosure of the information, fire, sabotage, and environmental considerations</li> <li>9. The maintenance of current system documentation and source program libraries at an offsite location</li> </ol> <p>The Disaster Recovery Plan and results of periodic disaster readiness simulations must be available for review by State or Federal officials on request.</p> <ol style="list-style-type: none"> <li>1. By the time of Readiness Review, the Vendor shall provide to the Contract Monitor a Disaster Recovery Plan for the IT Platform.</li> </ol>		

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<p>10. The Plan must include backup and recovery procedures which will allow recovery of the system and all assessment and screening data and referrals up to the moment of the disaster and successfully resume data collection within twenty-four (24) hours of any disaster.</p> <p>11. The Disaster Recovery Plan shall include:</p> <ul style="list-style-type: none"> <li>a. Plan Objectives</li> <li>b. What situations and conditions are covered by the Plan</li> <li>c. Technical considerations</li> <li>d. Roles and responsibilities of Vendor staff</li> <li>e. How and when to notify the Contract Monitor</li> <li>f. Recovery procedures</li> <li>g. Procedures for deactivating the Disaster Recovery Plan</li> </ul> <p>M. Technology Training</p> <p>1. The Vendor <b>shall</b> provide in-person and web-based training to teach State staff how to access, navigate, and use the IT Platform that supports the assessments, and Tier Determinations. The training approach shall include, at a minimum, the following tasks:</p> <ul style="list-style-type: none"> <li>a. Developing (in cooperation with the State) and executing a Knowledge Transfer and Training Plan that describes the approach for bringing managers, users at all levels of access, and technical personnel to an appropriate level of understanding of the platform.</li> <li>b. Providing training to State users that <b>shall</b> include system features, business processes, reporting, and system navigation</li> <li>c. Developing course curriculum for use by trainers.</li> <li>d. Conducting detailed train-the-trainer workshops that shall prepare state trainers for training others.</li> </ul>		

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<p>e. Providing end-user training documentation in written manuals, and online.</p> <p>12. After the Go-live date, the Vendor <b>shall</b> continue the aforementioned training tasks when the following occur:</p> <p>a. When new Vendor and/or State staff come onboard, not to exceed two weeks after onboard date</p> <p>b. When there are updates or changes to features of the IT Platform; and</p> <p>c. When items of concern are identified by the Vendor's or State's quality assurance processes.</p>		
<p><b>SC2.7 Beneficiary and Provider Training and Support Services</b></p> <p>A. The Vendor <b>shall</b> develop education materials and engage with providers and DHS and Division Staff to support the provider community and State staff during these changes in Assessment Instruments and service delivery, and impacted policies regarding how providers bill for services.</p> <p>1. The Vendor <b>shall</b> provide training for State and Vendor staff on the Assessment Instruments, and Tier Determination processes including utilization of the IT Platform, and</p> <p>2. The Vendor <b>shall</b> provide continuous education and training for affected stakeholders, especially certain Arkansas Medicaid Providers and DHS staff before, during, and after implementation.</p> <p>3. Providers <b>shall</b> include Medicaid providers offering services to the Beneficiaries included in this RFP, but, if required by DHS, <b>shall</b> also include school staff, daycare staff, provider advocacy and professional groups, and other related parties identified by DHS.</p> <p>4. Provider estimates can be found in Section 2.1 Table 1. Note: Volume estimates provided are strictly a courtesy to all potential Vendors and must not be considered as guarantees of future Contract volume.</p> <p>5. The following learning objectives shall be met:</p>	<p>Acceptable performance is defined as one hundred (100%) compliance with all service criteria.</p> <p>Acceptable performance of all provisions and performance indicators shall be determined in the sole discretion of 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 five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including</p>

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<p>a. The Vendor shall address the following learning objectives in its curriculum development and subsequent training materials for the provider community:</p> <ul style="list-style-type: none"> <li>a. Assessment Instrument Background</li> <li>b. Assessment Instrument Administration and Outputs</li> <li>c. Program Tier Requirements</li> <li>d. Billing Management Processes</li> </ul> <p>a. The Vendor shall address the following learning objectives in its curriculum development and subsequent training material for DHS staff:</p> <ul style="list-style-type: none"> <li>a. Interfacing with the Assessment IT Platform as described in this RFP</li> <li>b. Assessment Instrument background</li> <li>c. Assessment results to Tier Determination processes</li> <li>d. Assessment administration and outputs</li> </ul> <p>6. The Vendor <b>shall</b> provide the following education and training services:</p> <ul style="list-style-type: none"> <li>1. For Providers (e.g., in-person regional trainings, on-site coaching, live webinars, recorded trainings, compendium of resources (i.e., website), train the trainer. <ul style="list-style-type: none"> <li>a. In-person regional trainings <ul style="list-style-type: none"> <li>a. The Vendor <b>shall</b> track the providers that attend at least one (1) training session per year. Sign in sheets and evaluations of the training provided by the Vendor shall be utilized by the Vendor and the Vendor shall adequately report this information back to each Division annually in a method</li> </ul> </li> </ul> </li> </ul>		<p>without limitation, monetary damages, 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>

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<p>and format as approved by DHS.</p> <p>b. The Vendor should propose a system of geographical regions for the purposes of the in-person trainings.</p> <p>c. The Vendor shall conduct in-person regional trainings for the duration of the Contract.</p> <p>d. The Vendor shall, upon DHS approval of content language, send an email notification to the provider community alerting them that an in-person regional training has been scheduled. The Vendor shall send the email notification 60-days in advance of the training. The Vendor shall send a follow-up notification thirty (30) days prior to the training.</p> <p>e. The Vendor shall provide in-person regional trainings in each of the regions.</p> <p>f. In each region of the State, an in-person regional training shall be scheduled each month for the first quarter after the Go Live Date. After the first quarter, in-person regional trainings shall be conducted once per quarter.</p> <p>b. On-site coaching</p> <p>a. The Vendor <b>shall</b> provide on-site coaching to providers in each of the programs. The trainings shall include a detailed walk-through of any new</p>		

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<p>assessment processes, a review of the training manual, and a question-and-answer session. The Vendor shall offer on-site coaching for each member of the provider community.</p> <p>b. The Vendor <b>shall</b> schedule on-site coaching solely based on provider request. All on-site coaching sessions requested by a provider or stakeholder must be scheduled and completed within 14 days of receipt of request. The Vendor <b>shall</b> disseminate information regarding the availability, content and format of such on-site coaching and provide contact information to facilitate the providers' requests for on-site coaching.</p> <p>c. The Vendor <b>shall</b> provide on-site coaching sessions at the request of the provider, or as requested by DHS.</p> <p>13. The Vendor <b>must</b> provide staff and staffing qualifications that meet the following:</p> <p>a. Adequate Staffing Levels</p> <p>a. The Vendor shall provide an adequate number of appropriately qualified and trained personnel that are employed to provide the services required under the Contract while meeting the draft Performance Standards.</p> <p>7. Exit Transition Period</p>		

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<p>1. The Vendor <b>shall</b> begin its DHS approved transition plan at least sixty (60) days prior to the end of this Contract.</p> <p>2. The Vendor <b>must adhere</b> to the following transition plan and transition of materials:</p> <p>a. At the end of this Contract, the Vendor shall work cooperatively with DHS and if applicable, any new contractor, to ensure an efficient and timely transition of Contract responsibilities with minimal disruption of service to Beneficiaries and Providers.</p> <p>b. The Vendor <b>shall</b> begin an Exit Transition Period at least sixty (60) days, but no more than ninety (90) days, prior to the last day the Vendor is responsible for the requirements of the Contract resulting from this RFP. This may occur at DHS's discretion, either after all available option years in the Contract have been exercised, or after DHS notifies the Vendor that DHS does not wish to renew the Contract by exercising an available option year.</p> <p>c. During the exit transition period, the Vendor <b>shall</b> work cooperatively with DHS and the new contractor and shall provide program information and details specified by DHS and in a method</p>		

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<p>and format as determined by DHS.</p> <p>d. Both the program information and the working relationship between the Vendor awarded the contract resulting from this RFP and the new vendor from a future solicitation shall be defined by DHS.</p> <p>e. Within the exit transition period, the Vendor awarded the contract resulting from this RFP shall prepare and submit an exit transition plan and schedule of activities to facilitate the transfer of responsibilities, information, documentation, training and educational materials, etc., to a new vendor and/or DHS.</p> <p>f. The Vendor <b>shall</b> submit the Exit Transition Plan to the Contract Monitor 60 days prior to beginning of the Exit Transition Period. The Contract Monitor must approve the exit transition plan before it can be implemented.</p> <p>g. The Contract Monitor and the new Vendor awarded the contract resulting from this RFP shall define the information required during this transition period and the time frames for submission.</p> <p>h. The Contract Monitor <b>shall</b> have the final authority for determining the information the Vendor</p>		

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<p style="text-align: center;"><b>shall</b> be required to submit.</p> <p>B. The Vendor <b>shall</b> schedule Appointments at a time and location convenient to the individual and their guardian and may include weekend and after-hour appointments.</p> <p>C. Beneficiary and Provider Services Call Center</p> <p>The Vendor <b>shall</b> provide a Call Center and associated staffing to support Beneficiary and Provider services, including without limitation scheduling assessments and addressing beneficiaries and Providers questions. The Call Center <b>must</b> at a minimum:</p> <ol style="list-style-type: none"> <li>1. Operate, monitor, and support an Automated Distribution Call (ADC) system, also called a Call Center.</li> <li>2. Be available 8:00 a.m. – 7:00 p.m. Central Standard Time, Monday-Friday exclusive of state holidays.</li> <li>14. Effectively Service approximately 9,200 calls per month meeting all State Service Levels.</li> <li>15. Service eighty percent (80%) of all calls answered by a call center representative within forty-five (45) seconds</li> <li>16. Limit the number of busy signals to five percent (5%) of less of total incoming calls</li> <li>17. Limit the wait time in queue to forty-five (45 seconds) or less for eighty percent (80%) of the incoming calls</li> <li>18. Answer ninety-five (95%) of all calls by a call center representative within four (4) minutes</li> <li>19. Limit the abandoned call rate is not to three percent (3%) or less for any month</li> <li>20. Return all calls requiring a call back to the Beneficiary or Provider within one (1) business day of receipt</li> <li>21. Return calls received during non-business hours by beneficiaries, providers and stakeholders on the next business day.</li> <li>22. Handle Enrolled Member complaints.</li> <li>23. Specific service requirements for the Call Center shall include: <ol style="list-style-type: none"> <li>a. Operating a toll-free, HIPAA-compliant, ADC center for Enrolled</li> </ol> </li> </ol>		

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<p>Beneficiaries and Providers, either separately or combined.</p> <ul style="list-style-type: none"> <li>• The Call Center must be able to accommodate all calls, including those requiring the use of interpreter services for the hearing impaired or for callers that have limited English proficiency.</li> <li>• Beneficiaries shall not be charged a fee for translator or interpreter services.</li> </ul> <p>b. Ensuring an adequate number of adequately trained staff to operate the Call Center. All staff shall be responsive, courteous, and accurate when responding to calls.</p> <p>c. Having the technological capability to allow for monitoring and auditing of calls, both by the Vendor and designated DHS personnel, for quality, accuracy, and professionalism.</p> <p>d. Having an electronic system that allows Call Center staff to document calls in sufficient detail for reference, tracking, and analysis. The documentation system must contain sufficient flexibility and reportable data fields to accommodate production and ad hoc reports. The system must also have reportable fields to accommodate production and ad hoc reports. The system must also have reportable fields to accurately capture the type (inquiry or complaint), date, and subject of each call.</p> <p>e. Having an executed and tested Call Center Disaster Recovery Plan approved by DHS by the time of Readiness Review for providing Call Center services in the event the primary Call Center facilities are unable to function in their normal capacity.</p> <p>f. Relinquishing ownership of the toll-free numbers upon Contract termination, at which time DHS shall take title to these telephone numbers.</p> <p>24. During the Readiness Review, the Vendor shall demonstrate for</p>		

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<p>DHS approval that all hardware, software, and staff necessary to administer the Call Center are available and operational.</p> <p style="padding-left: 40px;">a. DHS will approve or require corrective action, as necessary. All corrective action must be completed by the Contract Go-Live, unless otherwise specified, in writing, by DHS.</p> <p>25. During the Contract term, the Vendor shall:</p> <p>a. After the Go-Live date, report the following information to the Contract Manager weekly for months 1-3; monthly for months 4-12; and quarterly, no later than fifteen (15) days after the end of each quarter of the Contract Year, by a method and format approved by the Contract Manager, for the duration of the Contract Term;</p> <ul style="list-style-type: none"> <li>i. Total call volume.</li> <li>ii. Percentage of calls answered.</li> <li>iii. Percentage of calls answered that were on hold, in 30 second increments.</li> <li>iv. Percentage of calls abandoned.</li> <li>v. Number of busy signals.</li> <li>vi. Average speed of answer.</li> <li>vii. Average hold time before answer.</li> <li>viii. Average time before abandonment.</li> <li>ix. Average length of call.</li> <li>x. Type and subject of call by volume.</li> <li>xi. Percentage of calls answered within 3 rings or 15 seconds.</li> <li>xii. Percentage of calls on hold for 2 minutes or less.</li> </ul> <p style="padding-left: 40px;">b. DHS shall have the right to amend the above list and reporting schedule at any time during the contract term.</p> <p style="padding-left: 40px;">c. DHS shall have the right to request ad-hoc reports as needed.</p>		

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<p><b>SC.8 Key Personnel and Other Staffing Services</b></p> <p>A. The Vendor must provide the following key personnel:</p> <ol style="list-style-type: none"> <li>1. A full-time administrator (Project Director) that shall be dedicated 100% to this Contract. <ol style="list-style-type: none"> <li>a. A full-time administrator (Project Director) <b>shall</b> be specifically responsible for the coordination and operation of all aspects of the Contract. This person <b>shall</b> be at the Vendor's officer level and must be approved by the Contract Monitor, including upon replacement.</li> <li>b. The Project Director <b>shall</b> have experience directing a project similar in scope and size as the project described in this RFP.</li> <li>c. The Project Director <b>shall</b> meet with DHS on a regular basis in Little Rock, Arkansas during implementation and on a periodic basis there-after. The frequency and dates of meetings <b>shall</b> be determined by DHS during contract negotiations, during implementation, and/or throughout the contract term.</li> </ol> </li> <li>26. A full-time Project Manager that <b>shall</b> be dedicated 100% to this Contract. <ol style="list-style-type: none"> <li>a. The Project Manager <b>shall</b> be specifically responsible for coordinating the implementation and operations of the items required in the Contract.</li> <li>b. The Project Manager <b>shall</b> have experience implementing a project of similar scope and size as the project described in this RFP.</li> <li>c. The Project Manager <b>shall</b> have experience coordinating subcontractor staff if the Vendor proposes to use subcontractors.</li> <li>d. The Project Manager <b>shall</b> be located in Little Rock, Arkansas 50% of the time during State business hours.</li> </ol> </li> </ol> <p>B. Performance of Key Personnel</p> <ol style="list-style-type: none"> <li>1. Continuous performance of Key Personnel: Unless substitution is</li> </ol>	<p>Acceptable performance is defined as one hundred (100%) compliance with all service criteria.</p> <p>Acceptable performance of all provisions and performance indicators shall be determined in the sole discretion of 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 five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>approved by the Contract Monitor, Key Personnel shall be the same people as referenced in the Vendor's proposal.</p> <p>27. Key Personnel shall perform continuously for the Contract Term, or such lesser duration as specified in the Technical Proposal Packet.</p> <p>28. Substitution of Key Personnel</p> <p>a. Key Personnel <b>shall not</b> be removed by the Vendor from working under this Contract without prior written approval by the Contract Monitor.</p> <p>a. The Vendor <b>shall</b> 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>b. 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>a. The Vendor shall demonstrate to the 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>b. The Vendor shall provide the Contract Monitor with a substitution request that shall include:</p> <ul style="list-style-type: none"> <li>• A detailed explanation of the reason(s) for the substitution request.</li> <li>• The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor.</li> <li>• The official resume of the current personnel for comparison purposes</li> </ul>		

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<ul style="list-style-type: none"> <li>• Evidence of any required credentials.</li> <li>c. The Contract Monitor shall have the right to require additional information concerning the proposed substitution.</li> <li>d. 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 substitution request.</li> <li>e. The Contract Monitor will notify the Vendor in writing of: <ul style="list-style-type: none"> <li>• The acceptance or denial, or</li> <li>• Contingent or temporary approval for a specified time limit, of the requested substitution.</li> </ul> </li> <li>f. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.</li> <li>c. In the event of a change in Key Personnel, the Vendor shall ensure a complete transfer of information and strive for seamless transition.</li> </ul> <p>C. The Vendor must deliver a Staffing Plan that adheres to the following:</p> <ol style="list-style-type: none"> <li>1. The Vendor <b>shall</b> ensure that all persons, whether they are employees, agents, Subcontractors, Providers, or anyone acting for or on behalf of the Contractor, are legally authorized to render services under applicable Arkansas law and/or regulations.</li> <li>29. The Vendor shall not have an employment, consulting, or any other agreement with a person that has been debarred or suspended by any federal or State agency for the provision of items or services related to the entity's contractual obligation with the State.</li> <li>30. 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 must be submitted to the</li> </ol>		

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<p>Contract Monitor thirty (30) days after Contract Commencement showing the number and type of staff resources to be assigned this project.</p> <p>31. The staffing plan shall:</p> <ul style="list-style-type: none"> <li>a. Include the roles, qualifications, and number of staff persons for the positions the Vendor intends to fill.</li> <li>b. Include and identify all Subcontractors and their proposed function.</li> <li>c. Provide for geographical coverage of the State of the Arkansas.</li> <li>d. Identify any known changes throughout the term of the Contract (i.e. Project Manager expected to change in year 3 of Contract).</li> <li>e. Confirm that all Vendor and subcontractor staff assigned to the project shall be located within the United States for the duration of the Contract.</li> <li>f. Identify aggregate full-time equivalent projections and the assumptions used to generate those projections.</li> </ul> <p>32. If the Contract necessitates lower staffing levels, the Vendor may request the Contract Monitor to approve a modified staffing plan. The Contract Monitor must approve of any modified staffing plan proposed by the vendor.</p> <p>33. At all time during the contract, Vendor shall at all times maintain staffing levels at 90 percent 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>34. The staffing for the plan covered by this RFP must be capable of fulfilling the requirements of this RFP.</p> <p>35. A single individual shall not hold more than one position unless otherwise originally specified by the Vendor in their</p>		

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<p>proposal and/or approved by DHS.</p> <p>36. Vendor shall train every staff member (including Subcontractors) performing services under any resultant Contract from this RFP. The training must include HIPAA privacy and security in accordance with Federal guidance. The Vendor shall provide this training annually and shall document the training sessions. The Vendor shall provide DHS with annual training documentation for review by the State upon request.</p> <p>37. Vendor shall train its staff on relevant clinical and industry developments at an interval approved by the Contract Monitor.</p> <p>D. Additional staffing requirements</p> <p>1. Background and Central Registry Checks</p> <p>a. The Vendor will perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member <b>shall</b> be staffed on this project if they have committed an offense that would preclude State employment as a “designated position”, if applicable to the underlying contracted services, under Ark. Code Ann. §21-15-102 or, otherwise as a “designated financial or information technology position” pursuant to Ark. Code Ann. § 21- 15-111.</p> <p>b. Central Registry Check</p> <p>a. A person who has been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry or the Adult and Long-Term Care Facility Resident Maltreatment Central Registry shall not have direct contact with Beneficiaries.</p> <p>c. The Vendor shall maintain background check and Central Registry Check files for each</p>		

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<p>employee and shall make these files available to DHS upon request.</p> <p>a. All clinical staff <b>shall</b> have the appropriate and valid State of Arkansas licensing. Proof of licensing credentials shall be shown to the State upon request.</p> <p>E. Debarred Individuals</p> <p>1. The Vendor shall have policies and procedures in place to routinely monitor its own staff positions and subcontractors for individuals debarred or excluded from participation in the Contract by law.</p> <p>2. The Vendor shall be required to disclose to the Contract Monitor information required by 42 CFR 455.106 regarding the Vendor's staff and persons with an ownership/controlling interest in the Vendor.</p> <p>3. that have been convicted of a criminal offense related to that person's involvement in Medicare/Medicaid or Title XIX programs.</p> <p>F. Approval of Subcontractors</p> <p>1. Any time after Contract Commencement, the Vendor shall submit to the Contract Monitor any proposed agreements with a Subcontractor that has not already been identified to the State during the RFP response period, within the vendor's Technical Proposal Packet, or during Contract negotiations, within at least thirty (30) days of Contract Commencement.</p> <p>38. The State <b>shall</b> reserve the right to approve or deny the Vendor's request for an additional agreement with any Subcontractor not previously disclosed to the State. The Vendor's request for any additional Subcontractor agreement <b>shall</b> be made to DHS within fifteen (15) days or immediately upon knowledge of the possible addition of any subcontractor agreement.</p> <p>39. While the Vendor may choose to Subcontract various functions with a State-approved subcontractor, the Vendor <b>shall</b></p>		

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<p>demonstrate that the use of such Subcontractors is invisible to Beneficiaries.</p>		
<p><b>SC.9 Quality Assurance Services</b></p> <p>The Vendor must deliver a Quality Assurance and Performance Improvement Strategic Plan.</p> <p>A. The Vendor <b>shall</b> develop and implement a quality monitoring and assurance process, which shall include the staff necessary to perform quality monitoring and assurance reviews for accuracy, data consistency, integrity, and completeness of assessments, as well as the performance of the staff conducting the assessments.</p> <p>1. The quality monitoring process shall involve a desk review of assessments, and Tier Determinations for a statistically significant number of cases.</p> <p>40. The quality monitoring and assurance process must prioritize the review of junior assessors over senior assessors completing assessments as well as the review of assessors with low performance scores over assessors with high performance scores.</p> <p>41. At least 95% of reviewed Tiers placements shall be correct upon quality assurance review.</p> <p>42. The quality monitoring and assurance process shall maintain an inter-reviewer reliability rate of 85% or greater. The Vendor shall notify the State of any assessor that does not attain a reliability rate of 85% or greater and shall explain its plan for providing training to improve this assessor's methods. The Vendor shall work with the Assessment Instrument developer(s) to</p>	<p>Acceptable performance is defined as one hundred (100%) compliance with all service criteria.</p> <p>Acceptable performance of all provisions and performance indicators shall be determined in the sole discretion of 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 five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>conduct inter-rater reliability assessments.</p> <p>43. At the State’s request, the Vendor shall re-administer any assessment that, through the Vendor’s quality monitoring and assurance process, was determined to have resulted in the incorrect Tier Determination based on the assessment outcome. Any such re-administrations shall be conducted at no additional cost to the State.</p> <p>44. A quality monitoring and assurance monitor shall evaluate a representative sample of the Tier Determinations, at a minimum of quarterly, to ensure Beneficiaries are being properly assessed and assigned the correct Tier, the IT Platform is accurately capturing scores, and the algorithm(s) is/are accurately measuring the Tiers.</p> <p>45. The results of the quality monitoring and assurance process shall be included in the monthly-reports submitted to the Contract Monitor in the format required by DHS.</p> <p>46. The individual performing the quality assurance review of Assessment Instrument results, and Tier Determinations shall maintain the same, or higher, professional requirements of the assessor(s) as outlined in this RFP.</p> <p>B. Beneficiary Support/Feedback</p> <p>1. The Vendor shall receive, investigate, and respond to complaints from Beneficiaries and/or their families or guardians within two (2) Business Days of receiving the complaint.</p> <p>47. The Vendor shall develop a method for collecting ongoing Beneficiary</p>		

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<p>and stakeholder input and feedback regarding the efficiency, fairness, and quality of the assessment and/or screening procedures.</p> <p>a. The Vendor shall collect information from Beneficiary's guardian and/or family in the event the Beneficiary is unable to provide input and feedback.</p> <p>b. The Vendor shall utilize the information collected to develop and implement additional staff training, as needed.</p> <p>2. The Vendor must keep an electronic log of all complaints, whether complaints are received by the Call Center or in writing. This log must be submitted quarterly and made available to the Contract Manager upon request and must include the following at a minimum:</p> <p>a. Name of customer service representative.</p> <p>b. Date of complaint.</p> <p>c. Name of complainant.</p> <p>d. Name of Enrolled Member (if different from complainant).</p> <p>e. Medicaid identification number.</p> <p>f. Nature of the complaint.</p> <p>g. Provider name (if applicable).</p> <p>h. Explanation of how complaint was resolved.</p> <p>i. Date of resolution.</p> <p>j. Name of person resolving complaint.</p>		
<p><b>SC 10. Reporting Services</b></p> <p>A. Independent Assessment Reporting Requirements</p> <p>1. Monthly Program Performance Reports</p> <p>a. The Vendor shall prepare and distribute separate monthly electronic reports to the Contract Monitor and Division staff designated by the Contract Monitor for each population included in this RFP, by Division.</p>	<p>Acceptable performance is defined as one hundred (100%) compliance with all service criteria.</p> <p>Acceptable performance of all provisions and performance indicators shall be determined in the sole discretion of</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 five percent (5%) penalty will be assessed in</p>

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<p>b. The reports shall accompany and comport to the monthly invoice and shall be distributed to the Contract Monitor for review.</p> <p>c. The report shall include, at a minimum:</p> <ul style="list-style-type: none"> <li>a. Demographics about each Beneficiary whose assessment was completed.</li> <li>b. Activities for the month including a summary of the volume, timeliness, and outcomes of all assessments, reassessments, Emergency Needs Assessments, and Tier Determinations</li> <li>c. A running total of the activities completed as of the date of the report.</li> </ul> <p>48. Annual Program Performance Reports</p> <ul style="list-style-type: none"> <li>a. Vendor shall prepare and distribute annual electronic reports to the Contract Monitor.</li> <li>b. The reports shall be delivered within five (5) business days of the anniversary of the Contract Commencement Date and shall cover the entire, prior year of the Contract.</li> <li>c. The report shall include, at a minimum: <ul style="list-style-type: none"> <li>a. A summary of the activities performed in the year which shall include the total number of assessments, reassessments Emergency Assessments, and Tier Determinations;</li> <li>b. A summary of the Vendor's timeliness in scheduling and performing assessments, and Tier Determinations;</li> <li>c. A summary of the Vendor's findings from its Beneficiary feedback research;</li> <li>d. A summary of any challenges or risks the Vendor perceives in the year ahead and how the Vendor shall propose to manage and mitigate them;</li> <li>e. Recommendations for improving the efficiency and</li> </ul> </li> </ul>	<p>DHS.</p>	<p>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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>quality of services being rendered.</p> <p>NOTE: DHS prefers, but does not require, real-time dashboards for reporting.</p> <p>B. All reports <b>shall</b> be provided in a format and method as specified by or approved by DHS.</p> <p>C. Should DHS determine the content, frequency, or any other factor of a report needs modification; the Vendor <b>must</b> modify the report as specified.</p> <p>D. Vendor shall provide all required reports as Reports or Dashboards, and Vendor shall work with the State to determine which format is better. Additionally, the State may determine additional monthly reports/dashboards needed, at no additional cost to the State. Vendor shall be responsible for creating these, as determined necessary by State.</p>		
<p><b>SC 11. Transition and Implementation Services</b></p> <p>A. Contract Implementation</p> <p>The Vendor shall attend, in person in Little Rock, Arkansas at least the following meetings:</p> <p>1. A Contract Kickoff Meeting with staff from all programs served.</p> <p>49. Division-Specific Tier Determination Meetings with each program served.</p> <p>50. At a minimum, the Project Director and Project Manager shall attend these meetings along with any additional staff necessary to implement the terms of the Contract, with DHS having final determination of the required attendees.</p> <p>51. Further details regarding these meetings shall be agreed upon by the Vendor and DHS during contract negotiations.</p> <p>B. Project Management Plan</p> <p>The Vendor will submit a Project Management Plan (PMP) that describes all the project management processes, roles and responsibilities, and templates to effectively</p>	<p>Acceptable performance is defined as one hundred (100%) compliance with all service criteria.</p> <p>Acceptable performance of all provisions and performance indicators shall be determined in the sole discretion of 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 five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS</p>

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<p>manage and control the project. The PMP approach will be consistent with the Project Management Institute (PMI) Project Management Methodologies stated in the Project Management Body of Knowledge (PMBOK®) or equivalent and must align and integrate with the AME PMO processes, including integration with State enterprise management and tracking tools. The PMP will encompass the entire project life cycle from project initiation to handoff to M&amp;O and will incorporate content for which the AME PMO is responsible. The Vendor shall agree to develop their PMP, to the extent necessary, in coordination with and to complement to the extent feasible, PMPs and project schedules of DHS and other DHS Contractors.</p> <p>(Note: The State has established the Arkansas Medicaid Enterprise (AME) Project Management Office (PMO) currently contracted with NTT DATA Government Consulting and Advisory(NTT DATA), that provides project management services to projects within DHS.)</p> <p>The PMP shall include, but not be limited to, the following information:</p> <ol style="list-style-type: none"> <li>1. Planned activities and key events</li> <li>2. Overall System Design Life Cycle (SDLC) approach demonstrating the Vendor has a strong understanding of the State's requirements, as well as a well-defined vision for how the Pharmacy System will be designed, developed, and implemented</li> <li>3. Staffing plan</li> <li>4. Communication plan, including problem escalation process</li> <li>5. Method and metrics for assuring performance, timeliness, and cost</li> <li>6. Subcontractor management plan (if applicable)</li> <li>7. Acknowledgement of, and plan to coordinate and achieve alignment on, any applicable dependencies DHS or other DHS Contractors may have upon the activities and deliverables</li> <li>8. Mechanism for collaborating with DHS and other DHS Contractors as needed to complete collaborative activities, obtain and incorporate feedback, report on deliverables, or provide input as needed into the activities of DHS or other DHS Contractors, to ensure alignment of activities</li> </ol>		<p>reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>C. Testing and Deployment of the IT Platform</p> <p>1. The Vendor must develop and submit to the State no later than fifteen (15) calendar days after the Contract Commencement Date, a Deployment Plan that shall describe the implementation approach and methodology, technical preparation, technical challenges, and scheduled phasing of the deployment.</p> <p>52. The Vendor must develop a User Acceptance Testing (UAT) Plan shall that include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>a. Test scenarios developed with the State's assistance. Test samples must include all processing functions required for deployment; data sources, incoming and outgoing data including all data file interfaces, and reporting requirements.</li> <li>b. A description of the Vendor and State staff roles and responsibilities during testing.</li> <li>c. The scope of UAT, which shall include the inputs to the test, the steps and procedures in the testing process, timelines and the expected results.</li> <li>d. A description of the defect identification and resolution processes to be executed during UAT.</li> </ul> <p>53. If any component of the system is found to require a fix or revision per the determination of the Vendor and/or of DHS, the Vendor must correct the issue to the approval of DHS prior to one (1) month before Go Live.</p> <p>54. The Vendor must develop an IT Testing Plan that shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>a. Test scenarios developed with the State's assistance. Test samples must include all processing functions required for deployment; data sources, incoming and outgoing data</li> </ul>		

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<p>including all data file interfaces, and reporting requirements.</p> <p>b. A description of the Vendor and State staff roles and responsibilities during testing.</p> <p>c. The scope of the IT testing shall which include the inputs to the test, the steps and procedures in the testing process, timelines and the expected results.</p> <p>d. A description of the defect identification and resolution processes to be executed during IT testing.</p> <p>55. The Vendor shall complete all testing no later than one month prior to Go-live.</p> <p>56. The Vendor shall propose key milestones for IT development and implementation and describe these milestones as required in the Technical Proposal.</p> <p>D. Operational Readiness Checklist</p> <p>The Vendor shall deliver an Operational Readiness Checklist to State for review and approval within fifteen (15) calendar days of Contract Commencement. The State may request modifications or changes to the checklist, and such modifications must be made by the Vendor within five (5) business days of the State's request.</p> <p>1. The Operational Readiness Checklist must detail all activities and timelines leading up to the go-live of Year One of Operations, and it must include, at a minimum:</p> <p>a. Successful execution of the Deployment Plan described in this RFP;</p> <p>b. Dates of regular meetings with the State to ensure the success of the implementation of the project;</p> <p>c. Availability of a content management platform (e.g., SharePoint) where the Vendor shall house implementation related project management tools and content for access and review by the State;</p> <p>d. Development of the information security plan described in in this RFP;</p>		

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<p>e. The recruitment and training of qualified staff to meet Contract requirements and in accordance with the staffing plan as described in this RFP;</p> <p>f. Readiness to deploy the help line and modes of training described in this RFP;</p> <p>g. Readiness to “go live” with a website containing resources for providers and staff as described in this RFP;</p> <p>h. A proposed implementation report structure to keep the State apprised of implementation efforts and the content and frequency of all required reports as described in this RFP.</p> <p>57. Starting no later than sixty (60) calendar days before the planned start date of Go Live the State and Vendor shall collectively review the approved Operational Readiness Checklist to ensure all the checklist criteria are met at least ten (10) calendar days prior to the planned start date.</p>		
<b>Other Requirements</b>		
<p><b>A. Mandated Reporting</b> 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 that:</p> <p>a. A child has been subjected to child maltreatment;</p> <p>b. A child died as a result of child maltreatment;</p> <p>c. A child died suddenly and unexpectedly; or</p> <p>d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment.</p> <p>or</p> <p>e. An endangered person or an impaired person has been subjected to conditions or</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>For each failure to report, DHS may impose:</p> <ol style="list-style-type: none"> <li>1. 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</li> <li>2. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected</li> </ol>

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<p>circumstances that constitute adult maltreatment or long-term care facility resident maltreatment.</p> <p>If the suspected victim is a long-term care facility resident, a report shall be made immediately to (1) the local law enforcement agency for the jurisdiction in which the suspected maltreatment occurred, and (2) to the Office of Long-Term Care, pursuant to that office’s rules and regulations for reporting of maltreatment.</p> <p>i. If the suspected victim is not a long-term care facility resident, a report shall be made to the adult and long-term care facility maltreatment hotline provided in Ark. Code Ann. § 12-12-1707.</p> <p>ii. For purposes of this section the terms “endangered person”, “impaired person”, “adult maltreatment”, and “long term care facility resident maltreatment” shall have the meanings set forth in Ark. Code Ann. § 12-12-1708.</p> <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 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>total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the 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>
<b>B. Performance Bonding</b>	Acceptable performance is defined as one hundred percent (100%) compliance	Damages shall be one percent (1%) per day, calculated using the

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<p>The Contractor <b>shall</b> be required to obtain performance bonds to protect the State's interest as follows:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. The State shall require additional performance bond protection when a contract price is increased or modified.</li> <li>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.</li> <li>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.</li> </ol>	<p>with Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>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><b>C. Conflict of Interest Mitigation</b>  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) business 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 one thousand dollars (\$1,000) per business day for each day past five (5) business days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined ten thousand dollars (\$10,000) 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>D. Transition Planning</b>  1. Ninety (90) calendar 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</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor</p>

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<p>vendor selected by DHS to provide the contracted services.</p> <p>2. 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) calendar days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) business days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) business days following the contract end date. All transition activity is included in the contract price.</p> <p>3. The Vendor shall not implement the plan until it has received DMS's written approval of the plan. The Vendor shall take all reasonable action to provide a minimally disruptive turnover.</p> <p>4. The Contractor shall consult with DMS to determine, at the discretion of DMS, whether training for DMS staff shall be provided each contract year.</p> <p>5. Deliverable Acceptance Process: If DMS rejects a deliverable, DMS will give the Vendor a written description of the changes that must be made to the deliverable. This cycle of submission, review, rejection, revision, and resubmission shall be repeated until DMS accepts the deliverable. Vendor shall be liable for all costs associated with additional work related to deliverables rejected by DMS</p>	<p>throughout the term of the contract.</p>	<p>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>
<p><b>E. Arkansas Freedom of Information Act</b> (Ark. Code Ann. §25-19-101 et seq.):</p> <p>1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request.</p> <p>2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</p>	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the</p>	<p>1. For each failure to meet performance standard, DHS may impose:</p> <p>a. A ten percent (10%) penalty, assessed in the following months' payment for</p>

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<p>3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A).</p> <p>4. Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements.</p>	<p>timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<p>each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or</p> <p>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.</p> <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above, Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and accurately provide the requested information and documents.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future</p>

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		invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.

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.