

**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. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
  
- 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>General Requirements</b></p> <p>1. The Contractor shall be responsible for determining Beneficiary eligibility for the ARHIPP program based on DHS-provided criteria in accordance with the promulgated rules of the Arkansas Health Insurance Premium policy. The Contractor must develop an online and paper application for the Beneficiary's use in applying for the program. The application must collect only information necessary for determining Beneficiary eligibility based on DHS program criteria and must be approved by DHS. DHS will provide access to MMIS and to data DHS determines necessary for the fulfillment of contractual requirements. The Contractor must provide the Average Annual Medical Costs (AAMC) methodology used to determine beneficiaries' cost-effectiveness for the ARHIPP program.</p> <p>2. The Contractor shall verify ARHIPP applicant's insurance policy number, group number, RX group number, Processor Control Number (PCN), Bank Identification Number (BIN), and effective date of coverage and shall record the history of this plan information within the ARHIPP system. The Contractor shall develop a daily electronic file to transfer this policy information to the MMIS with the Medicaid enrollee's ARHIPP eligibility data.</p> <p>3. The Contractor shall make an ARHIPP eligibility decision and mail written notice of decision to the Policyholder for all submitted ARHIPP applications within thirty (30) calendar days of receipt.</p> <p>4. The Contractor shall re-determine ARHIPP eligibility for each active case prior to the end of the employer's open enrollment period.</p> <p>5. The Contractor's ARHIPP system shall have the ability to accept a daily electronic Medicaid eligibility and TPL file from the MMIS. The Contractor shall utilize the eligibility data contained within the files to update existing ARHIPP cases and to establish new ARHIPP cases. The Contractor shall develop a workflow process to alert ARHIPP operational staff of changes to ARHIPP cases. Records shall be maintained for a minimum of ten (10) years</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A 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>after the termination of the contract.</p> <p>6. The Contractor shall develop and send notices in accordance with the DHS policies and procedures. The Contractor shall not utilize any notice that has not been approved by DHS. At the direction of DHS, the Contractor's notices shall be sent to the Beneficiary's record in the MMIS accompanied by a case activity log (CAL) entry to MMIS in a daily electronic file. The Contractor shall monitor the timeliness of the notice delivery process and report monthly to DHS a list of untimely notices sent.</p> <p>7. The Contractor shall develop a check write file to include paper check and direct deposit information in conjunction with the DHS fiscal protocols and formatting requirements sent to MMIS in a weekly electronic file. The Contractor shall reconcile ARHIPP cases by processing the monthly clear and void files provided by the MMIS fiscal section and shall notify DHS if the files are not received from the MMIS fiscal section by the 15th day of each month.</p> <p>8. The Contractor shall process overpayment collections and reconciliations of ARHIPP accounts in accordance with DHS-approved procedures.</p> <p>9. The Contractor shall provide all data related to the administration of the ARHIPP program to the new contractor in a DHS-approved format at termination of the Contract.</p>		
<p><b>Call Center Requirements</b></p> <p>1. The Contractor shall install, operate, monitor, and support an Automated Distribution Call (ADC) system, also called a "Call Center." The Call Center will answer questions from ARHIPP Beneficiaries and Applicants.</p> <p>2. The Call Center must be staffed between the hours of 8 a.m. to 4:30 p.m. CST and must allow individuals to leave a voice mail message during off hours.</p> <p>3. The Call Center shall maintain staff that are proficient in responding to questions regarding ARHIPP in an accurate and timely manner.</p> <p>4. The Call Center shall include specific service requirements as outlined in the RFP.</p>	<ul style="list-style-type: none"> <li>• No block calls (calls receiving a busy signal) must be received.</li> <li>• The weekly average abandon rate must not exceed five percent (5%). A call will be considered abandoned after the first 30 seconds when a caller chooses to disconnect after the introductory message and prior to being connected</li> </ul>	<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</p>

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	<p>to a technician.</p> <ul style="list-style-type: none"> <li>• Hold time, when the caller is placed on hold by the representative to perform further research to assist the caller, must not exceed an average of 120 seconds per month.</li> <li>• All calls must be answered within three rings (a call pick-up system or IVR that places the call in queue may be used). However, queue times must not exceed an average of 30 seconds.</li> <li>• All voice message calls must be returned within one (1) business day.</li> <li>• All State requests for placement of hold messages or music must be executed within 24 hours of the request.</li> <li>• Recovery within 24 hours</li> </ul>	<p>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>
<p><b>Administration</b></p> <ol style="list-style-type: none"> <li>1. The Contractor shall be responsible for the development, maintenance, operations, and administration of the ARHIPPP Program.</li> <li>2. The Contractor must maintain an organizational structure and staffing level with sufficient experience to discharge the Contractor's responsibilities and provide this information in writing when requested by DHS.</li> <li>3. The Contractor must notify DHS in writing of the persons authorized to act on behalf of the Contractor.</li> <li>4. At a minimum, the Contractor shall designate a Project Director and Project Manager as key personnel.</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS</p> <ol style="list-style-type: none"> <li>1. The Contractor must submit proposed key personnel for approval within thirty (30) days of the Contract start date.</li> <li>2. Key personnel change requests must be submitted, in writing to DHS for approval at</li> </ol>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A 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</p>

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<p>5. The Contractor must maintain a liaison with DHS in connection with contractual responsibilities. The Liaison shall serve as the Contractor's point of contact for DHS, respond to inquiries from DHS, and attend routine and special meetings with DHS.</p> <p>6. The Contractor shall assume complete responsibility for staff training.</p> <p>7. The Contractor shall fully cooperate with any contractors, consultants, or other parties that may be engaged by DHS. The Contractor must grant access to DHS, the Office of Medicaid Inspector General (OMIG), Medicaid Fraud Control Units (MFCU), federal Office of Inspector General (OIG), legislative audit, and entities specified by DHS without written approval. The Contractor must permit access by any other parties, when requested in writing by DHS, to the Medicaid program files, procedures, and records in the possession of or under the control of the Contractor.</p> <p>8. The Contractor must assign ARHIPP operations staff responsible for determining and redetermining ARHIPP eligibility, entering and updating client policy and employer plan and premium information into the ARHIPP system, and communicating with stakeholders and interested parties throughout the state of Arkansas.</p>	<p>least thirty (30) days in advance of the proposed change, unless shorter notice is required to fill the position. Contractor shall provide resumes of personnel proposed for consideration.</p> <p>3. No key personnel change may be made without written approval by DHS.</p>	<p>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>Reporting Requirements</b> The Contractor shall design the ARHIPP system to produce the monthly reports below. The reports must include, at a minimum, the data elements listed. These reports shall be reproducible at any time by selecting the date range of interest. The Contractor shall have quality control measures in place to verify accuracy of reporting. The Contractor shall produce reports by the 15<sup>th</sup> of the following month.</p> <p>The Contractor shall copy all data requested by DHS to DHS or DHS authorized party on a frequency to be determined by DHS. The data format is to be mutually agreed upon.</p> <p>1. <i>ARHIPP Case Activity Report</i> shall capture case status information by date and time and</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A 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</p>

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<p>contain the data elements outlined in the RFP.</p> <p>2. <i>ARHIPP Enrollment Data Report</i> shall capture data pertaining to the total number of ARHIPP recipients and ARHIPP Beneficiaries and shall also include Medicaid certified enrollee case information. The ARHIPP Enrollment Data Report shall include the data elements outlined in the RFP and shall be run in real time.</p> <p>3. <i>ARHIPP Renewal Report</i> shall capture information on ARHIPP cases due for eligibility redetermination annually on a date to be determined by DHS and the Contractor. The Report shall include the data elements outlined in the RFP.</p> <p>4. <i>ARHIPP Outreach Report</i> shall capture information on all renewal outreach efforts and the response to the outreach effort. The ARHIPP Outreach Report shall identify by date outreach conducted by the Contractor to Medicaid enrollees and shall include the data elements outlined in the RFP.</p> <p>5. <i>ARHIPP Check Write Report</i> shall capture payment information sent to MMIS. The Report shall include the data elements outlined in the RFP.</p> <p>6. <i>ARHIPP Notice Report</i> shall capture the total number and types of notices mailed per day. The Report shall include the data elements outlined in the RFP.</p> <p>7. <i>ARHIPP Overpayment Report</i> shall document the current status of ARHIPP cases that have been overpaid. The Report shall include the data elements outlined in the RFP.</p> <p>8. <i>System Outage Incident Report</i> shall report any system outages or downtime to DHS within one (1) hour of the outage starting. <i>System Outage Monthly Report</i> shall include a list of ARHIPP system downtime incidents with the data elements outlined in the RFP.</p> <p>The Contractor shall complete ad hoc reporting as requested by DHS. Ad hoc reports must be submitted to DHS within seven (7) business days</p>		<p>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>unless otherwise determined by DHS. If the data is not readily available in the system, the Contractor must notify DHS and another timeframe shall be agreed upon by the parties.</p>		
<p><b>System Security and Privacy</b>  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), Minimum Acceptable Risk Standards for Exchanges (MARS-E 2.2) and other applicable federal and state privacy and security standards.</p> <p><u>System Data Security</u>  The Contractor shall protect system data using the NIST 800-53r5 moderate standards to ensure that the system and confidential information is not disclosed for unauthorized purposes. At a minimum, the Contractor shall comply with the following data security controls:</p> <ol style="list-style-type: none"> <li>1. The Contractor shall ensure that designated users from DHS only access information necessary to perform the job function.</li> <li>2. The Contractor shall ensure that any sensitive information made available in any format shall be used only for the purpose of carrying out the provisions of this contract.</li> <li>3. The Contractor shall provide adequate internal controls through separation of duties.</li> <li>4. The Contractor shall provide backup procedures to ensure the continuation of operations in the event of a temporary disruption in operations.</li> <li>5. The Contractor shall establish contingency plans for benefit delivery in the event of catastrophic disruption of benefit delivery services. The Contractor shall move to a backup system within twenty-four (24) hours of system disruption.</li> <li>6. The Contractor shall maintain adequate documentation of system operating procedures, and requirements.</li> <li>7. The Contractor shall provide all required documentation to maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), Minimum</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A 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>Acceptable Risk Standards for Exchanges (MARS-E 2.2) and other applicable federal and state privacy and security standards.</p> <p>8. The Contractor’s solution shall be compliant with NIST 800-53r5 Moderate or the latest version of security guidelines.</p> <p>9. The Contractor shall ensure that the application that enforces access controls is continuously protected against tampering and/or unauthorized changes.</p> <p><u>Privacy and Security Incidents and Reporting</u></p> <p>1. The Contractor must report incidents within one (1) hour 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>2. The Contractor shall establish and maintain incident management responsibilities and procedures to ensure a quick, effective, and orderly response to security incidents. Procedures shall cover all potential types of security incidents including those outlined in the RFP.</p> <p>3. The Contractor 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 DHS.</p> <p>4. The Contractor must conduct a weekly security meeting with DHS CISO, DHS Privacy, Contractor’s team, operations, and others as defined to update, plan, and determine a remediation strategy for all findings/incidents.</p> <p>5. The Contractor must develop and document a process for Third Party Penetration testing that has been reviewed and approved by DHS. This testing must be completed at least annually, and the raw results and final reports must be provided to DHS.</p>		
<p><b>Information Management and Systems (IT Systems)</b></p> <p>A. Information Technology Platform General Requirements</p> <p>1. The Contractor shall provide and implement an Information Technology (IT) platform for the management and administration of the</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and</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>



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<p>ARHIPP program as defined in this RFP.</p> <p>2. The IT Platform must be capable of allowing the Contractor staff and DHS staff to complete, record, and store all ARHIPP required information and transmit results to DHS or DHS designee.</p> <p>3. The Contractor shall be responsible for implementing an IT Platform that is compliant with all applicable federal and state requirements.</p> <p>4. The IT Platform must have the ability to interact and exchange data electronically with DHS or DHS's designee.</p> <p>5. The IT Platform must be a singular platform for all ARHIPP functionality procured by DHS through this RFP or must be currently in use by the State and must be equally accessible by DHS.</p> <p>6. The IT Platform must support the ARHIPP program and all needed functionality to support ARHIPP.</p> <p>7. The IT Platform must provide customizable reporting.</p> <p>B. The Contractor shall provide additional features as specified in Section 2.5 of the RFP.</p> <p>C. System Updates and Changes to IT Platform</p> <p>1. System updates or changes required that result from a determination by the Contractor or DHS that a deficiency exists within the Contractor's system shall be performed by the Contractor as requested by DHS and shall be completed by a deadline determined by DHS.</p> <p>2. Changes, corrections, or enhancements to the IT Platform shall be characterized as a system improvement.</p> <p>3. These changes may result from a determination by the Contractor or DHS that a deficiency exists within the Contractor's system.</p> <p>4. Should the Contractor believe the changes, corrections, or enhancements are needed in</p>	<p>standards for acceptable performance throughout the contract term as determined by DHS.</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>the system, DHS must be advised of the changes, corrections, or enhancements and must approve before implementation.</p> <p>D. ADA 508 - Web Content Accessibility Guidelines (WCAG) Contractor shall allow DHS or Designee access to the system for ADA 508 compliance testing.</p> <ol style="list-style-type: none"> <li>1. The IT Platform implemented as a result of this RFP must meet all current ADA 508 requirements and guidelines. Any training and training materials must be ADA 508 compliant.</li> <li>2. Any defect or penalty related to ADA 508 compliance must be corrected by the Contractor within 60 calendar days at no cost to the State.</li> <li>3. The Contractor must perform ADA 508 compliance testing on every new release.</li> </ol>		
<p><b>Disaster Recovery and Business Continuity</b></p> <p>A. Disaster Recovery and Business Continuity and Contingency Plan (DR-BCCP)</p> <ol style="list-style-type: none"> <li>1. The Contractor must 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 Contractor, together with DHS, must affirm the DR-BCCP, the essential roles, responsibilities, and coordination efforts for those portions of the technical infrastructure and operations as deemed appropriate.</li> <li>2. The Contractor 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 DR-BCCP 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 must include procedures for emergency access to electronic information. The IT Platform must be protected against hardware and software failures, human</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A 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</p>

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<p>error, natural disasters, and other emergencies that could interrupt services. The DR-BCCP must address recovery of business functions, business units, business processes, human resources, and the technology infrastructure.</p> <p>B. The DR-BCCP must include and address the information outlined in the RFP.</p> <p>C. The Disaster Recovery Plan and the results of periodic disaster readiness simulations must be available for review by state or federal officials on request.</p> <p>D. The Contractor must be fully operational by the Go Live date.</p> <p>E. The DR-BCCP shall allow recovery of the IT Platform and all data up to the moment of the disaster and successfully resume data collection within twenty-four (24) hours of any disaster.</p> <p>F. The DR-BCCP shall have a Recovery Time Objective (RTO) of twenty-four (24) hours and a Recovery Point Objective (RPO) of twenty-four (24) hours.</p>		<p>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>Transition and Implementation Services Requirements</b></p> <p>A. Contract Implementation The Contractor shall attend at least the following meetings:</p> <ol style="list-style-type: none"> <li>1. A Contract Kickoff Meeting with staff from all programs served.</li> <li>2. At a minimum, the Project Director and Project Manager shall attend this meeting along with any additional staff necessary to implement the terms of the Contract, with DHS having final determination of required attendees.</li> <li>3. Further details regarding this meeting shall be agreed upon by the Contractor and DHS during contract negotiations.</li> </ol> <p>B. Project Management Plan The Contractor must submit a Project Management Plan (PMP) that describes all the project management processes, roles and responsibilities, and templates to effectively manage and control the project. The PMP approach must be consistent with the Project</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A 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</p>

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<p>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 must 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 Contractor 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>The PMP shall include without limitation the information outlined in the RFP.</p> <p><b>C. Testing and Deployment of the IT Platform</b></p> <ol style="list-style-type: none"> <li>1. The Contractor 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.</li> <li>2. The Contractor must develop a User Acceptance Testing (UAT) Plan that include information outlined in the RFP.</li> <li>3. If any component of the system is found to require a fix or revision per the determination of the Contractor and/or of DHS, the Contractor must correct the issue to the approval of DHS prior to Go Live.</li> <li>4. The Contractor must develop an IT Testing Plan that shall include the information outlined in the RFP.</li> <li>5. The Contractor shall complete all testing no later than one month prior to Go-live.</li> <li>6. The Contractor shall propose key milestones for IT development and implementation and describe these milestones as required in the Technical Proposal.</li> </ol> <p><b>D. Operational Readiness Checklist</b></p>		<p>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>The Contractor shall deliver an Operational Readiness Checklist to DHS for review and approval within fifteen (15) calendar days of Contract Commencement. DHS may request modifications or changes to the checklist, and such modifications must be made by the Contractor within five (5) business days of DHS's request.</p> <p>Starting no later than thirty (30) calendar days before the planned start date of Go Live, DHS and the Contractor 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> <p><b>E. Exit Transition Period</b></p> <ol style="list-style-type: none"> <li>1. The Contractor shall begin its DHS approved transition plan at least sixty (60) days prior to the end of this Contract.</li> <li>2. The Contractor must adhere to the transition plan requirements as outlined in the RFP.</li> <li>3. The Contractor shall provide a copy of all the content and workflows from the myarhipp.com website to DHS.</li> </ol>		
<p><b>Mandated Reporting</b></p> <p>Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), the 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 the 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> <ol style="list-style-type: none"> <li>a. A child has been subjected to child maltreatment;</li> <li>b. A child died as a result of child maltreatment;</li> <li>c. A child died suddenly and unexpectedly; or</li> <li>d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. or</li> <li>e. An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>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 total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate</li> </ol>

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<p>resident maltreatment.</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), the Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p>		<p>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>
<p><b>Performance Bonding</b></p> <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 <b>shall</b> be one hundred percent (100%) of the annual contract price, unless DHS determines that a lesser amount would be adequate for the protection of the State.</li> <li>2. DHS <b>shall</b> require additional performance bond protection when a contract price is increased or modified.</li> <li>3. The additional performance bond <b>must</b> be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.</li> <li>4. The Contractor <b>shall</b> notify DHS of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to DHS with each required notice.</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>Damages shall be one percent (1%) per day, calculated using the annual contract amount, for each day Vendor fails to meet the Performance Bonding Requirements specified in Service Criteria.</p> <p>In addition, Vendor's continued failure to meet Service Criteria, may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract termination.</p> <p>Failure to provide is a breach of contract and may result in immediate contract termination.</p>

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<p><b>Conflict of Interest Mitigation</b>            During the term of this Contract, the Contractor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Contractor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Contractor 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 Contractor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the Contract.</p>	<p>The Contractor will be fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Contractor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Contractor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p><b>Transition Planning</b>            Ninety (90) days prior to the Contract end date, the Contractor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services. The Contractor shall work cooperatively with DHS and another vendor to transfer DHS data to DHS or the new vendor as directed by DHS.            The transition plan shall include provisions for the delivery of all proprietary data, system, or product collected and/or created during the life of the Contract to DHS thirty (30) days prior to the Contract end date delivered in DHS's desired non-proprietary format. All proprietary data, system or product collected and/or created during the final thirty (30) days of the Contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the Contract end date.</p>	<p>The Contractor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>A five percent (5%) penalty may be assessed in the following months' payment to the provider for each thirty (30) day period the Contractor 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 Contractor is in full compliance, requiring a Corrective Action Plan (CAP), and maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p><b>Arkansas Freedom of Information Act (Ark.</b></p>	<p>The Contractor shall</p>	<p>1. For each failure to</p>



Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p><b>Code Ann. §25-19-101 et seq.):</b></p> <ol style="list-style-type: none"> <li>1. The Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfill an Arkansas Freedom of Information Act (FOIA) request.</li> <li>2. The Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</li> <li>3. The Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A).</li> </ol> <p>The 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. For all FOIA requests received, the Contractor shall also notify DHS of the request at <a href="mailto:DHS.FOIA@arkansas.gov">DHS.FOIA@arkansas.gov</a>.</p>	<p>respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>The Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of the Contractor's response and provision of documents.</p>	<p>meet performance standard, DHS may impose:</p> <ol style="list-style-type: none"> <li>a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or</li> <li>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.</li> </ol> <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above, the Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with the Contractor'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</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
		including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until the Contractor 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.