

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>Administration</p> <p>A. The Contractor shall be responsible for the development, maintenance, operations, and administration of the Third Party Liability Program.</p> <p>B. The Contractor must have carrier matching agreements in place with all major insurance carriers prior to the start of the contract.</p> <p>C. 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.</p> <p>D. The Contractor must notify DHS in writing of the persons authorized to act on behalf of the Contractor.</p> <p>E. At a minimum, the Contractor shall designate a Project Director, Project Manager, and On-site TPL Analyst as key personnel.</p> <p>F. The Contractor must submit proposed key personnel for approval within thirty (30) calendar days of the Contract start date. Key personnel change requests must be submitted, in writing to DHS for approval at 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. No key personnel change may be made without written approval by DHS.</p> <p>G. The Contractor must maintain a project director with DHS in connection with contractual responsibilities. The Project Director 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>H. The contractor must provide one (1) on-site staff member that is exclusively dedicated to the DHS TPL program. Resumes of proposed personnel should include:</p> <ol style="list-style-type: none"> 1. Experience in projects of similar scope 	<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>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. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met it will be considered a 2nd incident.</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>and size</p> <p>2. Educational background, certifications, licenses, special skills, etc.</p> <p>I. DHS reserves the right to disapprove a staff member's placement.</p> <p>J. The Contractor shall assume complete responsibility for staff training.</p> <p>K. The Contractor shall fully cooperate with any contractors, consultants, or other parties that may be engaged by DHS. The Contractor must grant access to the Office of Medicaid Inspector General (OMIG), Medicaid Fraud Control Units (MFCU), federal Office of Inspector General (OIG), legislative audit, DHS and entities specified by DHS. 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>Cost Avoidance and Third Party Liability Identification</p> <p>A. The Contractor shall identify and verify the existence of health insurance which has been disclosed, identified, or utilized by Beneficiaries, whether or not a recovery is made.</p> <p>B. At a minimum, the Contractor shall establish links to the following data sources to populate the TPL Master Resource File:</p> <ol style="list-style-type: none"> 1. Defense Enrollment Eligibility Reporting System (DEERS) – The Contractor will conduct a semi-annual electronic data match with the Defense Enrollment Eligibility Reporting System (DEERS) for TRICARE/CHAMPUS and CHAMPVA coverage in accordance with the date and file formatting required by DEERS. The DEERS online data system shall be used in conjunction with the semi-annual file. 2. Department of Human Services - Perform a monthly data match with Arkansas Office of Child Support Enforcement information systems, contingent upon availability from DHS, 	<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>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. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met, it will be considered a 2nd incident.</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</p>

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<p>to identify cases where medical support is ordered that provides for health insurance coverage if it is available to Medicaid dependent children. Data matches shall be in accordance with Centers for Medicare and Medicaid Services (CMS) regulations and Arkansas Department of Human Services policies and rules.</p> <p>3. Social Security Administration (SSA) - Medicare matches are conducted utilizing the daily CMS Territory & States Beneficiary Query (TBQ) response data file from the MMIS Contractor and, Sarbanes- Oxley Act 2002 SOX, to identify Medicare coverage.</p> <p>C. Health Insurance Carriers must obtain files from all health insurance carriers as required by DHS and conduct a data match with the Arkansas Department of Human Services Medicaid eligibility file from the MMIS Contractor to identify and add, or update, third-party information on the TPL Master Resource File. The data match shall be performed on a schedule consistent with the same frequency in which the Contractor receives files from each carrier.</p> <p>D. The Contractor shall present evidence of the carrier's willingness to participate and how the Deficit Reduction Act (DRA) of 2005 has affected data matching cooperation.</p> <p>E. The Contractor must specify which of the Department's data files are needed and the frequency with which they will be required to perform data matches and recover against previously unidentified Third Party Resources. The Contractor's frequency shall not be such as to undercut or impede the efforts of DHS.</p> <p>F. The Contractor must ensure that data match criteria include the Beneficiary's full first name and last name, date of birth, gender, and full social security number for the identification of valid matches. The</p>		<p>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>Contractor must present full criteria to DHS for approval prior to initiating any data matches.</p> <p>G. The Contractor must provide DHS with an automated means of updating the MMIS file with the new complete TPL information. This mechanism shall conform to DHS prescribed specifications. The update to the DHS-MMIS file must occur within a time frame specified by the Code of Federal Regulations.</p> <p>H. The Contractor must have the capability of transmitting corrections to MMIS for TPL information previously sent and subsequently found to be in error. The correction must be sent within one (1) business day after discovery and data verification to the MMIS Contractor.</p> <p>I. The Contractor must ensure that the insurance information remains current and accurate by conducting a reconciliation process at least monthly to re-verify insurance coverage information. The Contractor must send monthly updates (adds, changes, terminations) to MMIS.</p> <p>J. The Contractor shall perform complex data analysis and matching on the known TPL data to identify cases where insurance is available to one member of a family but the other members in the family are not shown as covered. The Contractor should contact the insurance carrier to ascertain if other family members are enrolled or not and send the coverage data to MMIS, as appropriate.</p> <p>K. The Contractor shall receive individual paid claims histories from the MMIS Contractor after verified TPL information is successfully updated to the Beneficiary's eligibility file for dates of service and types of coverage that correspond to the newly added coverage.</p> <p>L. Paid claims history files contain seven years of paid claims data. Paid claims whose records already indicate TPL activity, including</p>		

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<p>attachments and explanations of benefits, indicating coverage for an identical insurer may not be pursued by the Contractor. The Contractor shall review Beneficiary health insurance information that includes:</p> <ol style="list-style-type: none"> 1. Insured Beneficiaries 2. Dependents of insured Beneficiaries 3. Dependents of insured non-Beneficiaries (e.g., non-case parents or spouses) 4. Employment-related health insurance that has not been obtained on behalf of the Beneficiaries 5. Court-ordered health insurance that has not been obtained on behalf of the Beneficiaries <p>M. The Contractor shall not duplicate but may supplement, DHS's identifications which result in potential recovery. Information from DHS's records will be made available to the Contractor for this purpose. Likewise, information from the Contractor's records must be made available to DHS for this purpose.</p> <p>N. The Contractor shall maintain a comprehensive TPL Master Resource File that contains other payor coverage that will be used to match with current Medicaid Beneficiary's data from the MMIS Contractor.</p>		
<p>Post Payment Recovery</p> <ol style="list-style-type: none"> 1. The Contractor shall be responsible for post payment recoveries at the discretion of DHS. 2. The Contractor shall meet the federal requirements of initiating recovery within sixty (60) calendar days after the end of the month it learns of the existence of TPL in accordance with 42 CFR 433.139(d). If TPL was known at the time payment was made, recovery must be initiated with sixty (60) calendar days after the end of the month in which payment was made. 3. Contractor will anticipate a zero-dollar (\$0.00) billing threshold as DHS bills all claims to TPL, no matter how low the 	<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>Acceptable performance of all provisions and performance indicators shall be determined in</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. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met, it will be considered a 2nd incident.</p>

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<p>amount. This requirement may be relaxed for certain projects by, and at the discretion of DHS in accordance with 42 CFR 433.139(f).</p> <p>4. At no cost to DHS, the Contractor must ensure its billing media complies with requirements for filing claims with all State and federal third party resources, including Medicare.</p> <p>5. The Contractor must implement approved electronic and paper media recoupment and disallowance cycle(s) (cycle is defined by every thirty (30) calendar days) for the MMIS Contractor to adjust and void claims. This action will be completed every thirty (30) calendar days and a monthly file/report must be sent electronically from the Contractor to MMIS for adjustments and voids.</p> <p>6. The Contractor must establish, maintain, and update the accounts receivable file for claims that the Contractor identifies and bills to third party resources.</p> <p>7. The Contractor must close out all claims for which no response was received after one hundred eighty (180) calendar days following the initial billing. The Contractor may extend this period an additional one hundred twenty (120) calendar days beyond the 180 calendar days if the Contractor shows it has re-billed the claim to the insurer between the 120th and 180th initial period. Following the 120-calendar day extension period, the Contractor shall issue a zero-payment transaction to the MMIS Contractor cancelling their rights to the recovery.</p> <p>8. After one hundred eighty (180) calendar days from the date a claim has been submitted for payment to DHS by the provider of service, the Contractor shall submit an electronic report to DHS. The report must identify the status and follow-up activities for all claims for which recovery action has been initiated but not resolved. The report must also include claims for which payment has been identified as erroneously being made to the insured, or to the provider of health care, or to any other entity.</p>	<p>the sole discretion of 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>9. The Contractor must investigate reasons for nonpayment by other insurers and resubmit claims-based criteria provided by DHS, when appropriate. The Contractor must include specific reasons for nonpayment in the accounts receivable file.</p> <p>10. The Contractor must report to DHS all instances in which an insurance carrier has already paid an insured individual, a provider or DHS for subsequent follow-up by DHS or the MMIS Contractor in a monthly file.</p> <p>11. The Contractor shall be responsible for conducting recoupment and disallowances cycles, as required by federal rules and regulations, to Arkansas Medicaid providers to determine if a Medicaid recovery involving electronic and paper media must be sent to the MMIS Contractor for voids and adjustments for DHS.</p> <p>12. The Contractor must deduct from its billings any refunds of previous recoveries made to DHS in instances where incorrect or disallowed payments are made by third party resources. The total amount to be refunded should be shown on the Contractor's monthly billing statement as the amount to be deducted from the current month's bill.</p> <p>13. Each claim that results in incorrect or disallowed payments made by the insurance carriers must be identified by billing cycle and month, State claim Internal Control Number (ICN), Beneficiary name, Medicaid ID number, date of service, provider ID number, amount billed to Medicaid, amount paid by Medicaid, amount paid by insurance carriers, and amount to be refunded for the claim.</p> <p>14. The Contractor must identify all refunds owed to insurance carriers to correct recoveries or other overpayments with appropriate documentation. The Contractor must provide disbursement to the insurance carriers affected.</p> <p>15. The Contractor must transmit records of previously unidentified Third Party recoveries to the MMIS Contractor, in an agreed upon format, within ninety (90)</p>		

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<p>calendar days after the effective date of the contract and at least every thirty (30) calendar days thereafter. The data must be transmitted within thirty (30) calendar days following discovery of the resource.</p> <p>16. The Contractor must review provider responses including Explanation of Medicaid Benefits (EOMB) documentation, refund requests for all or part of the Medicaid payment, remittance statements, and any other documentation the provider may submit refuting third party liability.</p> <p>17. The Contractor must determine incomplete or inadequate responses resulting in the provider being notified in writing that the claim remains in a void status. Based on the adequacy of the provider documentation, the TPL Contractor shall update their database to preclude voiding of claims where no third party coverage exists.</p> <p>18. Within one (1) business day, the Contractor must respond to provider inquiries regarding the initial mailings and provide explanations before and after the Medicaid recovery has occurred.</p> <p>19. The Contractor must investigate and resolve provider disagreements within five (5) business days.</p> <p>20. The Contractor must perform queries of the Third Party Master Resource file as requested or necessary.</p> <p>21. The Contractor must prepare void and adjustment files for DHS submission and fiscal reporting.</p> <p>22. The Contractor must reconcile void and adjustment files to DHS output reports.</p> <p>23. The Contractor must work with DHS staff to accurately make recoveries and adjustments to provider claims to maintain the integrity of the DHS claiming system within MMIS.</p> <p>24. The Contractor must investigate and resolve denial reasons such as, but not limited to the following within five (5) business days:</p> <ul style="list-style-type: none"> a. Untimely filing b. Duplicate claim and payment 		

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<p>c. Beneficiary not eligible at time of service d. No prior authorization e. Formulary not on file</p> <p>25. The Contractor must design and execute patient account review and payment audit programs in conformance with this RFP and in consultation with DHS.</p> <p>26. The Contractor shall be responsible for conducting on-going credit balance audits to determine Medicaid credit balances and recover those credit balances for DHS.</p> <p>27. The Contractor must develop a methodology to identify Medicaid provider inpatient and outpatient overpayments.</p> <p>28. The Contractor must prepare and execute a notification process via letters and portal to inform the providers that the credit balance audits are planned and give them an opportunity to voluntarily return any credit balances to Medicaid.</p> <p>29. The Contractor must identify to DHS providers which routinely review their credit balances and return payment to DHS.</p> <p>30. The Contractor's activities shall not overlap, interfere with, and duplicate any past, present, or ongoing TPL activities of DHS or its MMIS Contractor.</p> <p>31. The Contractor shall provide training as requested to DHS staff on software or hardware used for reporting, analysis, crediting and other processes of the provider credit balance activity.</p> <p>32. The Contractor must present the full results of data matches conducted to DHS for review prior to initiating any recoveries.</p>		
<p>Casualty Recovery</p> <p>A. The Contractor must describe its work plan and capabilities for performing specific functions, to identify, track and pursue recovery of Medicaid funds from casualty and litigation related cases (including cases involved in mass tort/global settlement), including but not limited to:</p> <ol style="list-style-type: none"> 1. Process medical record requests received from DHS within five (5) 	<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>Acceptable</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. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the</p>

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<p>business days:</p> <ol style="list-style-type: none"> a. The Contractor must send a response back to DHS within five (5) business days and provide documentation showing the case was created. b. If the Contractor receives any record requests from an attorney, insurance company, or entity other than DHS, the Contractor must forward that information to DHS within five (5) business days. <ol style="list-style-type: none"> 2. If an attorney, insurance company, or other entity, requests information regarding an established case, including updates to the recovery amount, provide a formal response to the requestor, with the requested information within thirty (30) business days, unless otherwise directed by DHS. 3. Date stamp each legal document (eg. subpoena, order to appear, notice of electronic filing, etc.) and forward said document to DHS within one (1) business day of receipt. 4. Provide DHS staff with access to the Contractor's case tracking system, including all documents that identify the progress of each casualty recovery case being worked by the Contractor. 5. Provide weekly automated updates to DHS on casualty cases that are performed by the Contractor. 6. Provide a monthly report to DHS containing recovery case inventory, aging, case values, payments collected and outstanding balances. See Reporting Requirements Section 2.4.7. 7. Contractor shall obtain claims profile data from a vendor specified by DHS. 8. The Contractor's casualty case workers must attend training provided by DHS. <p>B. Tort Casualty The Contractor shall be responsible for performing assigned Tort</p>	<p>performance of all provisions and performance indicators shall be determined in the sole discretion of DHS.</p>	<p>timeline is not met, it will be considered a 2nd incident.</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>Casualty cases on behalf of DHS with the exception of Estate recovery identification and associated recoveries conducted by DHS. Mass Tort recoveries shall be performed by the Contractor as deemed necessary by DHS.</p>		
<p>Call Center Requirements</p> <p>A. The Contractor shall install, operate, monitor, and support an Automated Distribution Call (ADC) system, also called a "Call Center.</p> <p>B. The Contractor shall maintain staff for the Call Center that are proficient in responding to questions from Beneficiaries, Providers and attorneys regarding identifications, verifications and recoveries that are the subject of this Contract.</p> <p>C. Specific service requirements for the Call Center shall include:</p> <ol style="list-style-type: none"> 1. Operating a toll-free, HIPAA-compliant, ADC center. 2. Accommodating all calls, including those requiring the use of interpreter services for the hearing impaired or for callers that have limited English proficiency. Beneficiaries shall not be charged a fee for translator or interpreter services. 3. Ensuring a sufficient number of adequately trained staff to operate the Call Center on Business Days from 8:00 am to 5:00 pm Central Time, at a minimum. All staff shall be responsive, courteous, and accurate when responding to calls. 4. Voice messaging as back-up during hours of operation and for recording calls received in non-working hours. 5. Having the technological capability to allow for monitoring and auditing of calls, both by the Contractor and designated DHS personnel, for quality, accuracy, and professionalism. 6. Having an electronic system that allows Call Center staff to document calls in sufficient detail for reference, 	<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>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. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met, it will be considered a 2nd incident.</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</p>

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<p>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 accurately capture the type of inquiry, date, and subject of each call.</p> <p>7. Having an executed and tested Call Center Disaster Recovery Plan approved by DHS by the time of Operational Readiness for providing Call Center services in the event the primary Call Center facilities are unable to function in their normal capacity.</p> <p>D. Contractor shall ensure the Call Center meets or exceeds the following minimum standards:</p> <ol style="list-style-type: none"> 1. No blocked calls (calls receiving a busy signal) must be received. 2. The weekly average abandon rate must not exceed five percent (5%). A call shall be considered abandoned after the first 30 seconds, when a caller chooses to disconnect after the introductory message and prior to being connected to a representative. 3. 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 call over the course of the month. 4. 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 30 seconds on average. 5. Calls received via voice messaging during business hours must be returned within one (1) business day of the time the message was recorded. 6. Calls received outside of business hours must be returned the next business day. 7. All DHS requests for placement of hold messages or music must be executed within one (1) business day of the 		<p>standard Vendor Performance Report (VPR) in the vendor file and contract termination</p>

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<p>request.</p> <p>E. During the Contract term, the Contractor shall:</p> <ol style="list-style-type: none"> 1. After the Go-Live date, report the following information to DHS weekly for months one through three (1 – 3); and monthly thereafter no later than fifteen (15) business days after the end of each month , by a method and format approved by DHS, for the durations of the Contract Term: <ol style="list-style-type: none"> a. Total call volume. b. Percentage of calls answered. c. Percentage of calls answered that were on hold, in 30 second increments. d. Percentage of calls abandoned. e. Number of busy signals. f. Average speed of answer. g. Average hold time before answer. h. Average time before abandonment. i. Average length of call. j. Type and subject of call by volume. k. Average number of Business Days to return calls received during non-business hours. m. Percentage of calls answered within 3 rings or 15 seconds. n. Percentage of calls on hold for 2 minutes or less. o. Longest time to return a call. 		
<p>TPL Collection Lockbox</p> <p>A. DHS will provide the contractor with a list of which banking institutions are acceptable for creating the lockbox account.</p> <p>B. The Contractor shall work with DHS to develop the lockbox account. The Contractor shall provide oversight and payment for the lockbox service to be established for TPL recoveries made by the contractor.</p> <p>C. A State approved lockbox collection system must be established 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>Acceptable performance of all</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. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met, it</p>

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<p>operational within sixty (60) calendar days of contract start.</p> <p>D. The Contractor shall be responsible for the payment of all costs and fees associated with the establishment and operations of the lockbox.</p> <p>E. The Contractor must provide a monthly list of all checks received from the MMIS Contractor by electronic file in a format specified by DHS.</p> <p>F. In the instance of reconciliation differences, DHS's Fiscal Section and the Contractor shall discuss and come to an agreement on the best method to resolve the differences.</p> <p>G. The Contractor must resolve any reconciliation differences within thirty (30) calendar days of receipt of the returned file.</p> <p>H. The Contractor must meet with DHS, at least monthly, as determined by mutual agreement between DHS and the Contractor.</p> <p>I. The Contractor must provide daily, weekly, and monthly reports on lockbox activity using format and content approved in advance by DHS prior to first formal report submission.</p>	<p>provisions and performance indicators shall be determined in the sole discretion of DHS.</p>	<p>will be considered a 2nd incident.</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>
<p>Reporting Requirements</p> <p>A. TPL Identification Reports</p> <p>1. The Contractor shall develop and provide an electronic report of verified TPL identifications made in a format and on a schedule to be determined by DHS. The report shall contain separate sections of TPL information for each Beneficiary for:</p> <ul style="list-style-type: none"> a. previously unknown TPL was discovered. b. previously unknown TPL was discovered to be terminated; c. previously known TPL was discovered to be terminated; and 	<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>Acceptable performance of all provisions 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. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met, it will be considered a 2nd</p>

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<p>d. previously known TPL was not discovered to be terminated (i.e., verified as still in effect).</p> <p>2. The reports shall include, but not be limited to, the following information for each Beneficiary, which shall be compatible with data fields in MMIS TPL Search panels:</p> <ul style="list-style-type: none"> a. Beneficiary's full name and original and current Medicaid ID number; b. policy holder's name, Social Security number, and relationship to the Beneficiary; c. names, addresses, and insurer codes of all third parties that are the sources of coverage; d. group and policy numbers of all insureds; e. names, addresses, and employer codes of all employers or unions that are the sources of coverage, if available; f. scopes of coverage (e.g., hospital, major medical, pharmacy); g. beginning and termination dates for each coverage; and h. comparison of newly discovered to previously identified TPL in the Master TPL resource file. <p>B. Non-Custodial Parent/Medicaid Beneficiary Reports</p> <ol style="list-style-type: none"> 1. The Contractor shall develop an electronic report of TPL identifications made during the preceding period of coverage where the policy holder is a non-custodial parent. The electronic report of non-custodial parent coverage shall be in a mutually agreed upon format. 2. The Contractor shall ensure that the report is compatible for linking new TPL information, including non-custodial parent information, from data matches with Arkansas Office of Child Support Enforcement information systems, if provided by DHS, to case information in the Medicaid Eligibility File in a mutually agreed upon format. 3. This linkage is needed by the Contractor 	<p>performance indicators shall be determined in the sole discretion of DHS.</p>	<p>incident.</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>to identify recoveries from non-custodial parent coverage and is to be provided to DHS for internal use.</p> <p>C. Monthly Program Eligibility Reports</p> <ol style="list-style-type: none"> 1. The Contractor shall develop a monthly report of instances where individuals have been identified to be eligible to receive benefits from one or more Federal and State administered program to ensure that Medicaid is always the payor of last resort <p>D. Recovery Reports</p> <ol style="list-style-type: none"> 1. The Contractor shall submit to DHS electronic reports, at a claim detail level, of TPL recovery efforts completed during preceding periods, on a schedule to be determined by DHS. 2. The electronic report shall be in the format required by the MMIS Contractor for updating the MMIS Contractor's paid claims file. The data is used for adjusting claims according to methodology established for the TPL Subsystem. 3. Additionally, the Contractor separately must identify TPL recoveries for claims. The reports shall include the following information, which shall be compatible with data fields provided in the MMIS Contractor's claims processing system. <ol style="list-style-type: none"> a. claim Internal Control Number (ICN); b. TPL amount recovered; c. insurer code; d. employer code, if available; e. reason code; and f. Beneficiary's original and current Medicaid ID number, if different. 4. The Contractor shall submit to DHS, in a format to be agreed upon by the parties after contract award, electronic, aged cumulative monthly summary reports of recovery efforts by type, attempted or completed during the current State Fiscal Year (SFY), and the current Calendar Year (CY), by dates of service and Contractor TPL billing cycle. <p>E. Previously Identified TPL Reports</p>		

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<p>1. The Contractor shall submit to DHS, monthly electronic reports of previously identified TPL that have not been uploaded to the Beneficiary's' TPL record in MMIS.</p> <p>F. Correspondence Management</p> <p>1. The Correspondence Management Solution must be able to generate correspondence (e.g., scheduled and ad-hoc correspondence) using standard letters or forms, letter templates, and free-form letters.</p> <p>2. The Contractor shall utilize letter, notification and other templates for correspondence that are approved by DHS.</p> <p>3. The Contractor's solution shall store all sent or received documents in an electronic repository as determined by DHS.</p> <p>4. The Contractor's Correspondence Management Solution must be able to integrate variable data to maximize efficiency.</p> <p>5. The Contractor's solution shall provide the ability to create materials in English and Spanish and for reading levels, as determined by DHS.</p> <p>6. The Contractor must perform semi-annual review of all letters and templates to ensure accuracy, consistency, and completeness. Submit documentation confirming completion of this activity and secure DHS approval for any recommended changes. During the approval process ensure that all updates are dated and formatted so that it is apparent to the reader what changes have been recommended.</p> <p>7. The Contractor must notify DHS in writing in advance of any correspondence to providers. Advance notification and approval from DHS is required before corresponding with providers.</p>		
<p>Project Management</p> <p>A. Project Management Plan (PMP)</p> <p>1. The Contractor shall have a sixty (60)</p>	<p>Acceptable performance is defined as one</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to</p>

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<p>calendar day project implementation period. The Project Management Plan shall include, at a minimum, the Contractor's approach to Communication, Staffing Management, Quality Management, Risk Management, and Issue Management.</p> <p>B. Communication</p> <ol style="list-style-type: none"> 1. The Contractor's Communication approach must be designed to promote clear, comprehensive, and effective communication with Beneficiaries, providers, insurance carriers, attorneys, and DHS. 2. This includes details about various types and means of communication, communication channels, communication flow within the organizational structure, escalation, guidelines for meetings, dissemination of knowledge, multiple vendors communication and communication effectiveness. <p>C. Staff Management The Contractor's Staffing approach includes, at a minimum:</p> <ol style="list-style-type: none"> 1. Identify the roles and responsibilities by resource type throughout all phases of the contract, including identifying key and non-key personnel as well as FTE allocation for all personnel. 2. Detail differentiated by Contractor staff, sub-Contractor staff, if applicable, and DHS project staff. 3. Identify total hours to be expended, per phase or effort, and for the entire project, by Contractor staff and by DHS project staff. 4. Expectations regarding onsite time for Contractor resources 5. Process for temporarily and permanently replacing vacancies in key personnel and other manager/lead positions consistent with staffing SLAs. 6. Resumes for all key proposed project team members, detailing work experience and demonstrating the individual possesses the knowledge, skills, and ability to perform the 	<p>hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Acceptable performance of all provisions and performance indicators shall be determined in the sole discretion of DHS.</p>	<p>DHS shall be due to DHS within ten (10) business days of the request. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met, it will be considered a 2nd incident.</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>responsibilities of their role and task assignments.</p> <p>7. Proposed project team organization chart for both the Implementation Phase and Operations Phase of the project (if different), showing the level of authority and time commitment for all proposed staff (full time and part time).</p> <p>D. Quality Management</p> <ol style="list-style-type: none"> 1. The Contractor's Quality Management approach must identify the quality standards for the project and how quality standards are measured. It includes the process steps and quality tools that must be used (e.g., templates, standards, and checklists). 2. The Contractor shall be required to work collaboratively with DHS and other Contractors to provide schedule information to be included in the Integrated Master Schedule (IMS). Elements necessary for the IMS include start and end dates of major phases, key project milestones, integration points, dependencies, and sufficient information to support the reporting requirements as determined by DHS. 3. The Contractor shall coordinate module deliverable and milestone walkthroughs and participate in other module walkthroughs as required by DHS. 4. The Contractor shall cooperate with the State's PMO and the IV&V Contractor to give an accurate, honest reporting of the project status. <p>E. Risk Management</p> <p>The Contractor's Risk Management approach includes at a minimum:</p> <ol style="list-style-type: none"> 1. Proactive identification and analysis of risks before they become issues. 2. Development of risk avoidance, transfer, mitigation, or management strategies. 3. Approach to monitoring, communicating, reporting of risk status including procedures for documenting, resolving, and reporting issues and risks identified by the Contractor, DHS, or other project 		

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<p>Contractors.</p> <ol style="list-style-type: none"> 4. Approach to root cause analysis. 5. The appropriate methods, tools, and techniques for active and ongoing identification and assessment of project risks. 6. Describe how risks will be quantified and qualified. <p>F. Issue Management The Issue Management approach includes at a minimum:</p> <ol style="list-style-type: none"> 1. Approach to issue management. 2. Issue management process steps including: <ol style="list-style-type: none"> a. Approach to prioritizing, tracking, escalating, communicating, and reporting issues. b. Approach to documenting, reporting, and resolving issues identified by the Contractor, DHS or other module Contractors. c. Approach to impact analysis. 3. Tools, and techniques for active and ongoing identification and monitoring of project issues. 4. Roles and responsibilities. 5. Describe how issues will be quantified and qualified. <p>G. Approach To Services Report (Work Plan)</p> <ol style="list-style-type: none"> 1. The Contractor shall prepare and submit an approach to services work plan (Work Plan) within fifteen (15) business days following the project launch meeting. The Work Plan shall include, at a minimum: <ol style="list-style-type: none"> a. Contractor's approach to performing the scope of work by task and deliverable; a. Sequence of tasks to be performed including identifying which tasks can be performed concurrently; b. Methods to be used in managing the project; and c. Anticipated time for each task to be completed. 		

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<ol style="list-style-type: none"> 2. The Contractor shall submit a revised Work Plan within five (5) business days of any disapproval or need for modification. 3. After approval of the Work Plan, the Contractor shall perform the work of the Contract established from this solicitation in accordance with the approved Work Plan. Any variations in the Work Plan shall be discussed with DHS and be submitted in writing as a modification to the Work Plan and shall require the written approval of DHS. 4. The Work Plan developed by the Contractor shall include a schedule with times for the completion of work and deliverables. All deliverables and reports shall require the approval of DHS. 5. The Contractor must describe in the work plan capabilities for performing specific functions to enhance DHS's efforts to identify and verify new liable commercial insurance coverage and load updated TPL information into the Medicaid Management Information System (MMIS) for cost avoidance, including but not limited to: <ol style="list-style-type: none"> a. Routine and scheduled data matching with commercial insurance carriers. b. Utilizing a daily extract file from the MMIS Contractor and performing daily data matching on new Medicaid eligibles with commercial insurance carriers. c. Provide add files (daily and monthly) of new insurance coverage to the MMIS Contractor for loading onto Medicaid's commercial insurance policy file. d. Provide termination files (daily and monthly) of insurance coverage to Medicaid's MMIS Contractor for loading onto Medicaid's commercial insurance policy file. e. Monthly update file, with coverage start and end dates, to ensure that all policy information, utilized in the processing of claims, is available for cost-avoidance in Medicaid's MMIS system. 		

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<p>License to Access Shared Data Warehouse</p> <p>A. The Contractor shall obtain and pay for all licenses necessary to gain access to the Shared Data Warehouse of DHS program files.</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>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. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met, it will be considered a 2nd incident.</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>
<p>Computer Requirements</p>	<p>Acceptable performance</p>	<p>1st Incident: A</p>

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<p>A. The Contractor must have the technical capability to interface with necessary computer systems in specified formats necessary to accomplish third party identification and recoveries. This also requires online FTP transfers of large data files.</p> <p>B. The Contractor shall be responsible for payment of all costs, including format changes, incurred in securing necessary files from DHS's MMIS Contractor, performing the data matches, and returning the output of data matches to DHS for input to the MMIS.</p> <p>C. The Contractor shall allow system access via the Internet to DHS staff or any designated agent(s) working on its behalf for credit balance audit purposes.</p> <p>D. The Contractor must maintain online internet website capability for distribution of credit balance audit reports to providers, comprehensive reporting, insurance verifications, tort casualty research and tracking of function for the DHS and other State and local government offices.</p> <p>E. The Contractor shall establish a secure, internet-based accounts receivable system, capable of daily and weekly updates for performing claims adjustments to the MMIS in a format to be developed in conjunction with the MMIS Contractor and approved by DHS.</p> <p>F. The Contractor must maintain a system that tracks and provides live update information on all cases. The system should track at the minimum the following information:</p> <ol style="list-style-type: none"> 1. Commercial insurance data match dates and results 2. Medical support notices sent and received. 3. Individual insurance verification results. <p>G. The Contractor shall provide the following additional features:</p> <ol style="list-style-type: none"> 1. The IT Platform must have the capability to directly interface with the 	<p>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>Acceptable performance of all provisions and performance indicators shall be determined in the sole discretion of DHS.</p>	<p>Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met, it will be considered a 2nd incident.</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>Arkansas Medicaid Management Information System (MMIS), any state-contracted Vendor conducting utilization management or review on DHS' behalf and must support direct electronic interaction with DHS's systems. The specific list of DHS's IT systems must be finalized during contract implementation.</p> <ol style="list-style-type: none"> 2. Provide for varying levels of access based on role for Contractor and State staff. The Contractor should propose various user/role access levels for DHS's review and ultimate acceptance during contract implementation. 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. 4. Provide database schema, table layouts, primary key designation, foreign key relationships, data dictionaries, security implementation model(s), and support for change control on database changes, and field and table changes upon request. 5. Allow batch data transfer or extract, transfer and load (ETL) to DHS's enterprise data warehouse. The specific list of DHS's or data warehouse system will be finalized during contract implementation. 6. No later than twenty (20) business days prior to contract end, Contractor to provide and hand over all data and work products in DHS approved non-proprietary format. 7. The Contractor shall work cooperatively with DHS and incumbent Contractor to extract and load DHS's data into the IT Platform. 8. Provide for adaptability throughout the term of the Contract for any changes DHS may need to make to the IT Platform in the future. <p>H. System Updates and Changes</p> <ol style="list-style-type: none"> 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 		

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<p>shall be performed by the Contractor as requested by DHS and shall be completed by the deadline determined by DHS.</p> <ol style="list-style-type: none"> 2. Changes, corrections, or enhancements to the system shall be characterized as a system improvement. 3. These changes may result from a determination by the Contractor or DHS when a deficiency exists within the Contractor's system. 4. Should the Contractor believe the changes, corrections, or enhancements are needed in the system, DHS must be advised of the changes, corrections, or enhancements and must approve before implementation. <p>I. ADA 508 - Web Content Accessibility Guidelines (WCAG)</p> <ol style="list-style-type: none"> 1. The system implemented associated with this RFP must meet all current ADA 508 requirements and guidelines. Also, any training and training materials must be ADA 508 compliant. 2. Any defect or penalty related to ADA 508 compliance must be corrected by the Contractor within 60 calendar days at no cost to DHS. 3. Contractor must perform ADA 508 compliance testing on every new release. 		
<p>System Security and Privacy Management Plan</p> <p>A. The Contractor must 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.</p> <p>B. The Contractor's data management approach and operational policies shall meet HIPAA, HITECH, ARRA and other Federal and State privacy and security requirements.</p>		

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<p>C. The Contractor shall provide a mechanism to purge source documents in accordance with HIPAA security provisions and State requirements.</p> <p>D. The Contractor's hosting solution shall provide the flexibility to integrate other solutions for security and regulatory purposes in the future and be cost-effective with burst capacity.</p> <p>E. The Contractor must retain qualified Information Security and Privacy staff to manage, provide and meet all information security and privacy requirements and contractual deliverables. Information Security and Privacy Staff do not have to be dedicated. Qualified Information Security and Privacy Staff must have a working knowledge of NIST Federal security standards and documentation, HIPAA privacy and security regulations, and information system security best practices.</p> <p>F. The plan must also include an overview of the risk scenarios and the approach to known risk threats and known vulnerabilities. It shall 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 must include the Vendor's plan to ensure confidentiality and privacy standards are met. The plan shall include, at a minimum:</p> <ol style="list-style-type: none"> 1. The technical approach to address and satisfy the following: <ol style="list-style-type: none"> a. Network security controls b. Perimeter security c. System security and data sensitivity classification d. Penetration testing 		

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<ul style="list-style-type: none"> e. Intrusion management f. Monitoring and reporting g. Host hardening h. Remote access i. Encryption j. Integration with Statewide active directory services k. Interface security l. Security test procedures m. Managing network security devices n. Security patch management and remediation o. Secure communications over the Internet p. Logging 2. Detailed diagrams depicting all security-related devices, subsystems, and their relationships 3. All programmatic privacy and security controls 4. The details of Security, Privacy and Consent Management 5. Approach to maximizing sharing of data (provided from any external source) while complying with all appropriate rules, regulations, and policies 6. User roles, security permissions, and administrative functions 7. Confirmation that the Security Plan aligns with the most current version of MARS-E (2.2) 8. Plan to maintain all confidentiality safeguards 9. Plan to adhere to all privacy requirements for different data elements 10. Any other relevant protocols or details to ensure privacy, confidentiality, and security standards are met 11. Roles and responsibilities to be performed by the Vendor and by DHS <p>G. The Contractor shall ensure and</p>		

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<p>maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (A.C.A. § 4-110-104), and other Federal and State privacy and security standards. The State of Arkansas Security and Privacy policies can be found at:</p> <p>https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1001.pdf</p> <p>https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4002.pdf</p> <p>https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5010.pdf</p>		
<p>Disaster Recovery and Business Continuity and Contingency Plan (DR-BCCP) Deliverable</p> <p>A. 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 plan, the essential roles, responsibilities, and coordination efforts for those portions of the technical infrastructure and operations as deemed appropriate.</p> <p>B. 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 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 TPL system must be protected against hardware and software failures, human error, natural disasters, and other emergencies that could interrupt</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>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. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met, it will be considered a 2nd incident.</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>

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<p>services. The plan must address recovery of business functions, business units, business processes, human resources, and the technology infrastructure.</p> <p>C. The DR-BCCP must include:</p> <ol style="list-style-type: none"> 1. Identification of the core business processes involved 2. Documentation of “who” shall declare a “disaster or failover” and begin the DR-BCCP 3. Distribution lists with email and telephone numbers for immediate contact 4. Pre-approved language to notify stakeholders and the method of notification (e.g., DHS website, Provider web portal, helpdesks) 5. For each core business process: 6. Identification of potential system failures for the process 7. Risk analysis 8. Impact analysis 9. Definition of minimum acceptable levels of outputs <p>10. Plan for replacement of personnel to include the following as a minimum:</p> <ol style="list-style-type: none"> a. Replacement in the event of loss of personnel before or after signing this contract b. Replacement in the event of inability by personnel to meet performance standards c. Allocation of additional resources in the event of the Contractor’s inability to meet performance standards d. Replacement/addition of personnel with specific qualifications e. Timeframes necessary for replacement f. Contractor’s capability of providing replacements/additions with comparable experience g. Methods for ensuring timely productivity from replacements/additions <p>D. The Disaster Recovery Plan must address:</p> <ol style="list-style-type: none"> 1. Retention and storage of backup files and software 2. Hardware backup for critical system components 3. Facility backup 4. Backup for telecommunications links and networks 		<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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<ul style="list-style-type: none"> 5. Staffing plan 6. Backup procedures and support to accommodate the loss of online communications 7. Process for fall back to the primary system 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. 9. The maintenance of current system documentation and source program libraries at an offsite location E. The Disaster Recovery Plan and results of periodic disaster readiness simulations must be available for review by State or Federal officials on request. 		
<p>Records and Documentation</p> <ul style="list-style-type: none"> A. Contractor shall retain financial and accounting records and evidence pertaining to the contract and all data, material and working papers shall be scanned, indexed, stored, verified by DHS and stored in a location convenient to DHS. B. DHS requires that all data, material and working papers be retained and available for possible audit for a period of ten (10) years after final payment is made to the contractor. DHS must approve the destruction of any data, material or workpapers that have been developed in performance of this contract. C. The Contractor shall adhere to data retention requirements cited in 45 CFR 164.316 and Administrative Rule 37.85.414. DHS may require a longer retention period on an exception basis to support ongoing business needs (e.g., TPL recovery). D. The Contractor shall be able to demonstrate the ability to support 	<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>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. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met, it will be considered a 2nd incident.</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</p>

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<p>requirements for backup and archiving consistent with DHS SLAs and CMS, State, and industry standards.</p> <p>E. Other sections of this Bid Solicitation may contain additional Requirements regarding record retention.</p> <p>F. Initiation Services Requirements</p> <ol style="list-style-type: none"> 1. The Contractor shall provide during the initiation phase of the project and maintain throughout the project, system documentation that at a minimum includes: <ol style="list-style-type: none"> a. A description of each component, their purpose, including basic functions and the business areas supported b. User stories/use cases c. Screen layouts, report layouts, and other output definitions, including examples and content definitions d. Physical database design e. A module system diagram, including all components, identifying all business process diagrams, data flows, systems functions, and their associated data storage f. Configurations g. Job streams within each module, identifying programs, inputs and outputs, control, job stream flow, operating procedures, and error and recovery procedures. h. A network schematic showing all network components and technical security control i. Listing of the edits and audits applied to each input item and the corresponding error messages. j. As applicable, listing and description of all control reports k. Interface Control Documents l. Narrative descriptions of each of the reports and an explanation of their use must be presented. m. Definition of all fields in reports, including a detailed explanation of all report item calculations. n. Operations Procedure Manual o. Data Dictionary 2. The Contractor shall conduct a project initiation kick-off meeting with key stakeholders and the DHS's project team. 		<p>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>Project Closure and Turnover</p> <p>A. During the Exit Transition Period, the Contractor shall work cooperatively with DHS and the new contractor and shall provide program information and details specified by DHS.</p> <p>B. Both the program information and the working relationship between the Contractor and the new Contractor shall be defined by DHS.</p> <p>C. Within the Exit Transition Period, the Contractor shall prepare and submit an Exit Transition Plan and Schedule of Activities to facilitate the transfer of responsibilities, information, computer systems, software and documentation, materials, URLs, telephone numbers, specifications, reports, ALL data etc., to a new contractor and/or DHS.</p> <p>D. The Exit Transition Plan shall be submitted by the Contractor within ten (10) days of the date of notification by DHS. The Exit Transition Plan shall include, at a minimum:</p> <ol style="list-style-type: none"> 1. The Contractor's proposed approach to the transition; 2. Complete and update system and user documentation; 3. The Contractor's tasks, subtasks, and schedule for all transition activities; 4. An organizational chart and staffing matrix of the Contractor's staff (titles, phone, fax) responsible for transition activities; 5. A detailed explanation of how the Contractor will begin work with a new Contractor and/or DHS within ten (10) days of receipt of notice from DHS that another contractor has been selected to provide Third Party Liability Services. 6. Operational tasks and procedures as necessary to support ongoing operations and solutions. 7. Lessons learned report. 8. List of incomplete tasks, such as open or pending cases and activities and solution modifications or enhancements. 9. A detailed description of the services that would be required by another Contractor to fully take over business or system 	<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>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. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met, it will be considered a 2nd incident.</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>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>functions outlined in the Contract.</p> <p>E. DHS must approve the Exit Transition Plan before it can be implemented.</p> <p>F. DHS and the new Contractor will define the information required during this transition period and time frames for submission. DHS shall have the final authority for determining the information required.</p> <p>G. The Contractor shall work closely and cooperatively with DHS and the new Contractor to:</p> <ol style="list-style-type: none"> 1. Transfer appropriate software, hardware, records, telephone numbers and lines, equipment, Post Office Box, and other requirements deemed necessary by DHS; 2. Ensure uninterrupted and efficient services to Beneficiaries, Providers, and DHS during the transition period. <p>H. Thirty (30) days following turnover of operations, the Contractor must provide DHS with a Transition Results Report documenting the completion and results of each step of the Exit Transition Plan.</p> <p>I. The transition shall not be considered complete until this document is approved by DHS.</p> <p>J. DHS shall have the right to withhold up to 20% of the last month's Premium Payment until the Turnover activities are complete and the Turnover Plan is approved by DHS.</p> <p>K. Provide and hand over all data and work product in DHS's desired non-proprietary format, decided by DHS, at the end of the contract.</p> <p>L. The Contractor shall work cooperatively with DHS and incumbent contractor to extract and load DHS's data into the IT Platform.</p> <p>M. The Contractor shall provide a Monthly Turnover Report reflecting transition activities during the turnover period.</p> <p>N. The Contractor shall deliver a Turnover Results Report that documents completion of each step of the Turnover Plan.</p>		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
O. DHS reserves the right to request this information at any time throughout the Contract.		
<p>Deliverables</p> <p>A. These processes, structures, and tools will govern any work done on the project. The Contractor shall agree to these processes, and any work done not in compliance with these processes is completely at risk for the Contractor.</p> <p>B. All deliverables are subject to review by DHS before final approval, acceptance, and payment. Each deliverable shall offer continuous improvement goals and advise on how to reach those goals</p> <p>C. Contractor shall provide a Deliverable Expectations Document (DED) process document to be used during the initial Implementation, Change Requests, Enhancements and Project closeout.</p> <p>D. Contractor shall provide a High Level Deliverable/Milestone Implementation Plan which reflects the 60 day DHS implementation timeline.</p> <p>E. DHS will have no less than ten (10) State business days to complete its initial review of the deliverable(s) after submission. DHS will accept or reject deliverables in writing. In the event of the rejection of any deliverable, the TPL Contractor will be notified of the reason(s) for rejection. Unless agreed by DHS due to the complexity of the deliverable, the Contractor will have five (5) State business days to correct the rejected deliverable and return it to DHS. Failure by DHS to complete activities within the timeframes noted does NOT constitute acceptance, approval, or completion unless otherwise agreed upon by DHS and the Contractor. DHS's acceptance or rejection of a deliverable or the delay of the due date will be made in writing by an authorized State representative.</p> <p>F. The Contractor shall provide deliverables that at a minimum meet the following quality standards:</p> <ol style="list-style-type: none"> 1. Provide accurate and comprehensive content, reflecting the specific requirements for the deliverable. 2. Ensure appropriate technical level for the audience. 	<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>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. The CAP must specify when the vendor will meet acceptable performance and resolve the CAP. If the timeline is not met, it will be considered a 2nd incident.</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</p>

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<ul style="list-style-type: none"> 3. Utilize correct grammar, spelling, and versioning. 4. Ensure diagrams are clear, concise, and value added. 5. Follow industry-related standards. 6. Appropriately define and reference information. <p>G. The Contractor shall establish and utilize a deliverable review and acceptance process agreed upon by DHS including but not limited to review cycles and deliverable walkthroughs within a timeframe as determined by DHS.</p> <p>H. All payment requests (e.g., invoices) must include copies of the approval signed by DHS stakeholder authorized to approve the deliverable.</p>		<p>termination.</p>
<p>Mandated Reporting Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect that:</p> <ul style="list-style-type: none"> a. A child has been subjected to child maltreatment; b. A child died as a result of child maltreatment; c. A child died suddenly and unexpectedly; or d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. or e. An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment. <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a</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> <ul style="list-style-type: none"> 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 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 penalties/damages differently per occurrence. <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without</p>

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<p>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>limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Performance Bonding The Contractor shall be required to obtain performance bonds to protect the State's interest as follows:</p> <ol style="list-style-type: none"> 1. The amount of the performance bonds shall be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. 2. The State shall require additional performance bond protection when a contract price is increased or modified. 3. The additional performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request. 4. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>Damages shall be one percent (1%) per day, calculated using the annual contract amount, for each day Vendor fails to meet the Performance Bonding Requirements specified in Service Criteria.</p> <p>In addition, Vendor's continued failure to meet Service Criteria, may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract termination.</p> <p>Failure to provide is a breach of contract and may result in immediate contract termination.</p>
<p>Conflict of Interest Mitigation During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The</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 day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor</p>

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<p>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>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>Transition Planning Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file. Final payment may be withheld from the vendor until all elements of the transition are satisfied as determined by DHS.</p>
<p>Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</p> <ol style="list-style-type: none"> 1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request. 2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. 3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A). <p>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 DHS.FOIA@arkansas.gov.</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 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>	<ol style="list-style-type: none"> 1. For each failure to meet performance standard, DHS may impose: <ol style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		<p>(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 invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

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

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

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

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

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