

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

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

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>1. The contractor operates as a liaison between Division of Medical Services (DMS) and Medicaid providers (primary care providers (PCPs), select specialty physicians, and hospitals) by: providing education, maintaining active feedback and creating and disseminating communication materials. The purpose of these activities is to ensure Medicaid providers' understanding of applicable DHS programs, policies and health care initiatives, including but not limited to, Arkansas Payment Improvement Initiative (episodes of care, patient-centered medical home, and health home).</p>	<p>a. All PCP providers with a caseload of 300 or more are visited each quarter in person or virtual. b. 100% of PCP providers with a caseload of 30 or more are visited in person or virtual each contract year. c. PCP providers with a caseload less than 30 are to be contacted by phone, email, or fax each contract year. d. All hospitals are visited each contract year. e. Selected specialty physicians and hospitals are visited based on a list provided by DMS each quarter; selected entities up to 450 providers per quarter shall be visited within 120 calendar days or receipt of the list. f. Electronic travel schedules and notes are maintained weekly and available to DMS within 1 business day of request. g. All Medicaid materials, intervention and informational materials are distributed, by hand, to PCPs, selected specialty physicians and local health units, DHS county offices, and other organizations as needed or requested by DMS. h. The Medicaid Management Care Services, (MMCS), update will be published electronically a minimum of 4 times per SFY with a maximum of 12 issues per SFY. The publications will be used to inform providers of new initiatives, changes, or updates to existing Medicaid policy and procedures. DMS will approve all topics and review the final version prior to publication. DMS will be given two weeks to review the final version prior to publication. i. In addition to the newsletter, technical writing and design is provided as needed for at least four (4) provider communications each contract year. j. In addition to the above, up to four (4) journal articles are designed, printed and published each contract year as requested. k. One (1) Medicaid Educational Conference is conducted in Little Rock each contract year. l. Agenda for Medicaid Educational Conference is presented and approved by Medicaid by September 1st each year. m. Exhibits are presented at a minimum of ten (10) professional association meetings or provider conferences each year (not including Medicaid Educational Conference). n. The contractor will arrange at least three (3) Medicaid presentations at professional association meetings or provider conferences at the request of DMS. o. If independently surveyed no more than 10% of</p>	<p>\$5,000 penalty for failure to achieve agreed upon outcome based upon quarterly Contractor reviews</p>

	<p>all providers visited would indicate lack of awareness with applicable DHS programs, policies and health care initiatives.</p> <p>p. If independently surveyed no more than 10% of all providers visited due to a documented concern or complaint would indicate less than satisfactory resolution.</p>	
<p>2. PCPs enrolled in the Medicaid program are provided with an effective means of communication concerning program requirements and operations, caseload management, the effective use of a Web-based PCP Medicaid Information System, health care initiatives, including but not limited to, Arkansas Payment Improvement Initiative (episodes of care, patient-centered medical home, and health home) and any other DMS priorities or concerns.</p>	<ol style="list-style-type: none"> 1. PCP provider caseloads are reassigned in the event of a change in a PCP provider's status. 2. PCP providers are educated on the availability and usage of the Web-based PCP Medicaid Information System. 3. Technical assistance is provided to PCP providers in matters including, but not limited to: Medicaid policy, implementation of best practices, and assistance or guidance with the Arkansas Payment Improvement Initiative, particularly the patient-centered medical home. 4. The contractor will perform any and all other tasks necessary to provide the Deliverable as set forth above. 5. PCP provider caseloads are reassigned within forty (40) working days of notification that a change is necessary. 6. Technical assistance to PCP providers is provided within ten (10) working days of request and on an on-going basis. 	<p>\$500 penalty for failure to achieve agreed upon outcome based upon quarterly Contractor reviews.</p>
<p>3. The contractor regularly updates and maintains communication with DMS regarding activities, provider concerns, and potential additional provider relations projects. The contractor performs additional provider relations activities at the request of DMS.</p>	<ol style="list-style-type: none"> a. Electronic copies of quarterly reports and executive summary are received by DMS Contract Oversight Unit and the Contract Administrator by the last day of the first month of the following quarter (i.e. July – September is received by October 31). b. Ad hoc projects are completed according to the negotiated timeframe. c. Final reports are submitted to the satisfaction of DMS and within the negotiated timeframe. 	<p>\$500 penalty for failure to achieve agreed upon outcome based upon quarterly Contractor reviews.</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 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 or 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.