

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

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

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

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p><b>A.</b> Contractor shall offer monthly on-site technical assistance in an attempt to engage or re-engage one hundred percent (100%) of Medicaid Eligible Professionals (EP(s)) and maintain a minimum active participation rate of 50% of all EP(s) who have received at least one (1) payment in the Electronic Health Records (EHR) Incentive Program.</p> <p>1. Contractor shall conduct on-site recruitment activities for those EP's who have not participated in the EHR program. The specific focus on re-engagement is on payment year(s) two (2), three (3), and Federally Qualified Health Centers (FQHC).</p> <p>2. Contractor shall develop outreach processes for engagement and re-engagement of EP(s), as well as outreach goals for each reporting period. An overall design for outreach activities, including workflows, shall be submitted for approval to the Division for Medical Services (DMS) within thirty (30) days of contract initiation.</p> <p>3. Contractor shall develop a data tool to identify EP(s) by specialty, region, and FQHC and submit to DMS for approval within forty-five (45) days of contract initiation.</p> <p>4. Contractor shall provide</p>	<p>The Service Criteria and all subparts must be performed in a competent and professional manner in accordance with industry standards. One hundred percent (100%) compliance is required.</p>	<p>A penalty of fifteen percent (15%) of the previous month's billed amount may be imposed for any month this Service Criteria is not met.</p>

<p>to DMS monthly EP site visit reports that include the following without limitation: Contractor staff who visited the site, the state geographic region in which the site is located, EP(s) contact information, and the results of the site visit. Reports are due by the 5 day of the following month and shall be submitted in a format approved by DMS.</p> <p>5. Contractor shall provide technical assistance to EP(s) acquiring or seeking to acquire Certified Electronic Health Record Technology (CEHRT). Technical assistance may include on-site Meaningful Use (MU) education via a toolkit developed by Contractor and approved by DMS, and one (1) educational/listening session per geographic region per quarter. The location of education/listening sessions shall be determined by Contractor.</p> <p>6. Contractor shall develop an EHR Environmental Scan based on a survey of all participating EP(s) to identify implementation challenges, EHR upgrade challenges, and to track progress towards MU of EHR technology as defined by the Centers for Medicare and Medicaid Services (CMS).</p> <p>7. Contractor shall provide a report of monthly</p>		
---	--	--

<p>engagement and re-engagement activities to DMS no later than the 5th day of the following month. The report shall be submitted in a format acceptable to DMS.</p>		
<p><b>B.</b> Contractor shall operate as an effective liaison between DMS and EP(s) participating in the EHR Incentive Program as outlined by CMS.</p> <ol style="list-style-type: none"> <li>1. Contractor shall encourage EP(s) continued participation in the Medicaid EHR program by providing audit review technical assistance to EP(s) who have already achieved MU of CEHRT.</li> <li>2. Contractor shall provide quarterly on-site technical assistance to a minimum of twenty five percent (25%) of all EP(s) who have participated in the EHR program from the previous year as identified by the State. One hundred percent (100%) of previous year participants are to receive on-site assistance annually. Technical assistance may include education and documentation assistance, recommendations for practice workflow, and record retention.</li> <li>3. Contractor shall provide technical assistance to participating EP(s) regarding attestation</li> </ol>	<p>The Service Criteria and all subparts must be performed in a competent and professional manner in accordance with industry standards. One hundred percent (100%) compliance is required.</p>	<p>A penalty of five percent (5%) of the previous month's billed amount may be imposed for any month this Service Criteria is not met.</p>

<p>submissions for all MU stages, including the submission of Electronic Clinical Quality Measures (eCQM) as required based on the appropriate MU stage. Contractor shall assist with education and outreach to increase the retention rate among participating EP(s) in successive MU stages and program years.</p> <p>4. Provide technical assistance to EP(s), as directed by DMS, to help with work-flow and change management issues as they pertain to the adoption and MU of CEHRT.</p> <p>5. The Contractor shall complete a minimum of three (3) scheduled, in-person visits per quarter to EP(s) in an FQHC. Each visit shall include a documented review of the Risk Assessment provided by DMS, a review of the HIPAA risk analysis, patient engagement information (i.e. patient portal), and any barriers related to continued MU attestation.</p> <p>6. Contractor shall assist EP(s) with the development of an audit toolkit that will support and maintain audit documentation for previous years in which EHR incentive payments were received.</p>		
--	--	--

<p>7. The Contractor shall provide a report of the aforementioned activities to DMS no later than the 5th day of the following month.</p>		
<p><b>C.</b> Contractor shall provide vendor management services, including EHR problem resolution, to support EP(s) with meeting MU objectives. Contractor must be familiar with the DMS Recruitment Workflow process.</p> <ol style="list-style-type: none"> <li>1. Contractor shall provide EP(s) with program guidance on documenting and attesting to meaningful use of EHR technology.</li> <li>2. Contractor staff shall update DMS as EP visits are concluded in a manner acceptable to DMS.</li> <li>3. Contractor shall assist DMS with any issues related to the EHR program as deemed appropriate by DMS.</li> </ol>	<p>The Service Criteria and all subparts must be performed in a competent and professional manner in accordance with industry standards. One hundred percent (100%) compliance is required.</p>	<p>A penalty of five percent (5%) of the previous month's billed amount may be imposed for any month this Service Criteria is not met.</p>
<p><b>D.</b> The Contractor shall develop and implement services for EP(s) that enable the secure storage of protected health information (PHI) and adherence to HIPAA Privacy and Security best practices.</p> <ol style="list-style-type: none"> <li>1. Contractor shall provide services through a HIPAA Privacy and Security Officer.</li> <li>2. Contractor shall</li> </ol>	<p>The Service Criteria and all subparts must be performed in a competent and professional manner in accordance with industry standards. One hundred percent (100%) compliance is required.</p>	<p>A penalty of five percent (5%) of the previous month's billed amount may be imposed for any month this Service Criteria is not met.</p>

<p>develop services for EP(s) to increase their compliance with HIPAA best practices, beyond the MU requirements, to protect PHI with appropriate practices and technology.</p>		
<p><b>E.</b> Contractor shall develop and provide status reports to DMS.</p> <ol style="list-style-type: none"> <li>1. DMS prefers that Contractor provide and utilize a web-based Customer Resource Management (CRM) application; however, in the absence of a CRM, all reports must be provided to DMS electronically and in a format acceptable to DMS. Acceptable formats may include without limitation, Microsoft Word or Excel.</li> <li>2. The status report must summarize all information for the reporting period and the year-to-date as well as provide analysis and commentary on the numerical figures presented in the reports.</li> </ol>	<p>The Service Criteria and all subparts must be performed in a competent and professional manner in accordance with industry standards. One hundred percent (100%) compliance is required.</p>	<p>A penalty of five percent (5%) of the previous month's billed amount may be imposed for any month this Service Criteria is not met.</p>
<p><b>F.</b> Contractor shall maintain sufficient staffing levels to meet the objectives set forth in this contract. At minimum, Contractor's key personnel must include the following positions:</p> <ol style="list-style-type: none"> <li>1. <b>Project Manager (PM)</b> Contractor shall propose a PM who shall have day-to-day responsibility</li> </ol>	<p>The Service Criteria and all subparts must be performed in a competent and professional manner in accordance with industry standards. One hundred percent (100%) compliance is required.</p> <p>If, at any point during the contract term, the Contractor's staff does not meet the minimum qualifications, Contractor shall recommend a candidate(s) qualified under this Service Criteria.</p>	<p>A penalty of five percent (5%) of the previous month's billed amount may be imposed for any month this Service Criteria is not met.</p>

<p>for supervising the activities and obligations outlined in this IFB, as well as receive policy direction from the DMS EHR Program Director and Staff.</p> <p><u>Minimum Qualifications:</u></p> <ul style="list-style-type: none"> <li>• A minimum of a Bachelor's degree in Nursing, Health Information Management, Hospital Administration OR an Associate's degree in Healthcare, Quality Assurance, Health Informatics, or Health Information Services.</li> <li>• A minimum of five (5) years of professional experience in PM,</li> <li>• At least five (5) years of professional experience in technical assistance, education, outreach, administration, meeting outline participation metrics, and management of the CMS MU EHR program. Applicable professional experience shall include a thorough understanding of the EHR Incentive payment program, including but not limited to: <ul style="list-style-type: none"> <li>○ National Level Registry (NLR), State Level Registry (SLR) and payment attestation process;</li> <li>○ Working knowledge of EHR Auditing Requirements for each applicable program stage and payment year; and</li> </ul> </li> </ul>	<p>Contractor shall not change the project manager (PM) without prior written approval from DMS, and such approval shall not be unreasonably delayed or withheld. Contractor shall make a good faith effort to use the PM for not less than twelve (12) months to ensure successful contract performance.</p>	
---	---	--



<ul style="list-style-type: none"> <li>○ Working knowledge of submission requirements for eCQM.</li> </ul> <p><u>Additional Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Assure timely compliance with all contract responsibilities and deliverables</li> <li>• Attend monthly contract status meetings and other meetings upon DMS request</li> <li>• Notify DMS's EHR Program Manager of any proposed personnel and/or organizational changes, or system problems, etc., that arise during the contract term.</li> </ul> <p><b>2. Meaningful Use Lead Program Specialists.</b>  The Vendor shall assign a sufficient number of Full-time Equivalent (FTE) MU Specialist(s) with each Specialist being licensed as a Registered Nurse (RN) and three (3) years' or more experience in:</p> <ul style="list-style-type: none"> <li>• Legal and Regulatory Aspects of Health IT</li> <li>• Goal Setting and Benefits Realization for Health IT and Change Management</li> <li>• Change Management &amp; Workflow for Health IT</li> <li>• Health IT</li> </ul>		
--	--	--

<p>Technology, Privacy and Security</p> <ul style="list-style-type: none"> <li>• Health IT System Selection</li> <li>• Health IT Implementation and Support</li> <li>• Health Information Exchange</li> </ul> <p>In addition, experience shall include a thorough understanding of the CMS MU EHR Incentive payment program, including but not limited to:</p> <ul style="list-style-type: none"> <li>• National Level Registry (NLR),</li> <li>• State Level Registry (SLR),</li> <li>• MU Audits, and</li> <li>• e-Clinical Quality Measures (eCQM)</li> <li>• Working knowledge of the EP payment attestation process</li> </ul>		
<p><b>G.</b> Contractor shall coordinate with the DMS MU Program Manager on questions or any need for further guidance throughout the term of this contract.</p> <ol style="list-style-type: none"> <li>1. Contractor shall make recommendations for changes to the existing recruitment processes and procedures. Recommendations shall also include any new procedures, services, or equipment necessary to increase efficiency and program effectiveness.</li> <li>2. Contractor shall make recommendations to DMS for provider education, marketing,</li> </ol>	<p>The Service Criteria and all subparts must be performed in a competent and professional manner in accordance with industry standards. One hundred percent (100%) compliance is required.</p>	<p>A penalty of five percent (5%) of the previous month's billed amount may be imposed for any month this Service Criteria is not met.</p>

and outreach as it relates to information and data obtained from requesting providers.		
--	--	--

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.

---

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

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

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.

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