

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>Prior Authorization Reviews Contractor shall apply the controlling federal and state laws, regulations and rules; standards specified in the Arkansas Medicaid State Plan; and professional judgment to determine medical necessity for prior authorization (PA) requests for services provided to Medicaid Beneficiaries. PA reviews shall be provided for the following services and in compliance with the following timeframes and specifications</p> <p>A. Speech Therapy (ST), Occupational Therapy (OT), and Physical Therapy (PT) for Medicaid Beneficiaries Receiving More Than Ninety (90) Minutes per Week.</p> <p>1. <u>Review Specifications</u></p> <p>a. Contractor must process all prior authorization requests within seventy-two (72) hours of receipt of complete documentation clearly establishing medical necessity.</p> <p>b. Reviews shall be conducted by a licensed speech, occupational or physical therapist depending on the type of service under review.</p> <p>c. If a PA request does not contain documentation clearly establishing that the requested services are medically necessary, Contractor shall refer the request to a peer reviewer or physician advisor who will determine whether to enter a determination that some or all of the requested care is not medically necessary (adverse decision).</p> <p>B. Early Intervention Day Treatment (EIDT) and Adult Developmental Day Treatment (ADDT)</p> <p>1. <u>Review Specifications</u> Contractor shall process PA reviews for EIDT and ADDT if more units are medically necessary and transmit notifications to the provider and DHS fiscal agent within nine (9) calendar days of receipt of sufficient documentation to determine medical necessity of the requested services as described in the Arkansas EIDT/ADDT Medicaid Provider Manual.</p> <p>a. Contractor shall comply with all criteria set out at Code of Federal Regulations (CFR) 42, Subchapter F, Part 475.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>

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<p>b. Contractor shall process all PA requests and approve requests meeting medical necessity criteria.</p> <p>c. Contractor shall determine extension of benefits (EOB) as required by the Arkansas EIDT/ ADDT Medicaid Provider Manual and based on the entire record available; including credible documentation submitted by the EIDT or ADDT request.</p> <p>d. Contractor shall be responsible for updating the electronic data file with any corrections within twenty-four (24) hours. Contractor must notify the provider and the DHS fiscal agent electronically of any corrections within forty- eight (48) hours of the correction being made.</p> <p>2. <u>Physician Reviewers</u> Contractor's EIDT and ADDT physician reviewers must review relevant peer-reviewed pediatric medical literature. Contractor shall provide to DHS verification of such reviews. Contractor shall provide written verification to DHS at least every six (6) months. Written verification for the SFY '18 must be provided to DDS/DMS no later than June 1, 2019, and subsequently semiannually.</p> <p>C. Non-Waiver Personal Care</p> <p>1. <u>Review Specifications</u> Contractor shall review and process Personal Care PA Requests (including without limitation new, renewal, modification, closure, and provider change requests) for Medicaid beneficiaries who are twenty-one (21) years of age or older and who are not ARChoices Medicaid Waiver beneficiaries. For each request, Contractor shall make determinations to approve or deny, in whole or in part.</p> <p>a. Contractor shall review PA requests submitted electronically via the Contractor's web-based portal as well as paper-based requests.</p> <p>b. Upon receipt of a Personal Care PA Request, Contractor shall first:</p> <p>1) Verify the beneficiary's Medicaid</p>		

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<p>eligibility (unless the Request is to close a current PA).</p> <ul style="list-style-type: none"> i. For a beneficiary enrolled in the ARChoices Medicaid waiver program, Contractor shall forward the PA Request to DHS for processing. ii. For a beneficiary enrolled in a PASSE, Contractor shall deny the PA request. iii. Contractor shall close and end-date any current PA for a beneficiary who is no longer Medicaid eligible; and <p>2) Verify whether the beneficiary has an active prior authorization for personal care services. Contractor shall deny the Personal Care PA Request if there is an active prior authorization with more than sixty (60) days remaining before expiration and the Request does not indicate a change of circumstances or change of provider.</p> <p>c. Contractor shall make a referral for an independent assessment by the Independent Assessment Vendor for each verified Request that requests a new PA, a renewal of a current PA, or a modification of a current PA due to a change in circumstances. Referrals shall be submitted electronically through a process to be mutually determined by DHS and the Independent Assessment Vendor.</p> <ul style="list-style-type: none"> 1) Requests must be submitted to the Independent Assessment Vendor no later than 4:30 p.m. CT on the next business day after Contractor's receipt of the Personal Care PA Request. 2) Referrals must be submitted to the Independent Assessment Vendor in the form, format, and process required by DHS. 		

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<p>3) Referrals submitted to the Independent Assessment Vendor must include all information required by DHS.</p> <p>4) Referrals submitted to the Independent Assessment Vendor must include all information required by DHS.</p> <p>d. Upon completion of the independent assessment, Contractor shall retrieve the independent assessment data from the Independent Assessment Vendor through a process to be mutually determined by DHS and the Independent Assessment Vendor.</p> <p>e. Contractor shall review the Personal Care PA Request in conjunction with the independent assessment data to determine whether to approve or deny the request, in whole or in part, by applying standards and criteria provided by DHS, controlling federal and state laws and regulations, and professional judgment. Contractor must process each prior authorization request within seventy-two (72) hours of receipt of the independent assessment data.</p> <p>f. Contractor must use registered nurses licensed in the State of Arkansas or in another state to conduct reviews of Personal Care PA Requests.</p> <p>g. The Contractor's application of the controlling Medicaid Manual(s) must be consistent with the Medicaid Manual's provisions as interpreted by the DHS Division of Medical Services (DMS) and the Division of Aging, Adult, and Behavioral Health Services (DAABHS).</p> <p>h. If a Personal Care PA Request does not contain documentation clearly establishing that the requested services are medically appropriate and consistent with DHS standards and criteria, Contractor shall refer the Request to a peer reviewer or physician advisor who will determine whether to enter a determination that some or all of the</p>		

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<p>requested care should be denied (adverse decision).</p> <p>2. <u>Change Requests</u></p> <p>a. Contractor shall receive requests to change beneficiary information, submitted electronically via the Contractor's web-based portal as well as paper-based requests. Upon receiving an information change request, Contractor shall electronically submit the change request to DHS and to the Independent Assessment Vendor in a form, format, and process to be determined by DHS. Contractor shall send a written acknowledgement of the change request to the provider(s) and beneficiary by close of business on the next business day after receipt of the request.</p> <p>b. Contractor shall receive requests to change providers, submitted electronically via the Contractor's web-based portal as well as paper-based requests. Upon receiving a provider change request, Contractor shall send a written acknowledgement of the change request to both the current and new providers and to the beneficiary by close of business on the next business day after receipt of the request. Contractor shall contact the current provider to determine the number of units of service provided in the current month and then prorate the remaining units of service to be provided in that month by the new provider. Contractor shall then close and end-date the current PA and open a new PA for the new provider.</p> <p>D. <u>Medicaid Behavioral Health Programs</u></p> <p>1. <u>Review Specifications</u></p> <p>a. The contractor shall perform medical necessity and quality of care determinations of certification of need (CON), prior authorizations, continuing stay authorizations, extension of benefits (EOB), as well as amendments and corrections of existing authorizations for the following list of Medicaid behavioral health programs when requested by Arkansas Medicaid providers, in compliance with all criteria set out at 42 CFR Subchapter F,</p>		

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<p>Part 475 and in compliance with the Medical Fairness Act (MFA):</p> <ol style="list-style-type: none"> 1) School-based Mental Health (SBMH); 2) Outpatient Behavioral Health Services (OBHS) programs including Acute Crisis Units and Infant Mental Health; and 3) Acute Inpatient Psychiatric Services for individuals under twenty-one (21) years of age. <p>b. The contractor shall perform medical necessity reviews, quality of care determinations for extension of benefits, prior authorization reviews, Certificate of Need, and subsequent continued service reviews. Inpatient acute reviews are for the under twenty-one years of age (U21) population only. Turnaround times for reviews are as follows (all turnaround times include transmittal of the determination notices in compliance with the MFA):</p> <ol style="list-style-type: none"> 1) Outpatient Reviews must be completed in no more than nine (9) calendar days of receipt of the necessary information to process the request. 2) Certification of Need and Continued Stay Reviews for Acute Inpatient Psychiatric Services must be completed in one (1) calendar day (excluding weekends and State observed holidays as recognized by the Arkansas Secretary of State) of receipt of the necessary information to process the request, including transmittal of determination notices in compliance with the MFA. 3) Referral for independent assessment psychiatric acute admissions must be submitted within twenty-four (24) hours of reported admission or Certification of Need request. 4) All timelines resulting from notices of action shall commence counting on the 		

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<p>next day following postmark if mailed, transmittal verification if faxed or electronic time verification sent via HIPAA compliant electronic means.</p> <p>5) Contractor shall provide sufficient staffing to perform all specified reviews (see Section 2.15(D) below).</p> <p>2. <u>Provisional Billing</u> The contractor shall issue a provisional billing authorization number to the provider of services if continuing services are denied and the Medicaid beneficiary follows established procedure for opting to continue services pending an administrative hearing.</p> <p>E. Applied Behavioral Health Analysis (ABA) through the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program.</p> <p>1. The contractor shall perform medical necessity determinations for those seeking ABA services through the EPSDT program.</p> <p>2. The contractor shall perform medical necessity determinations for ABA initial behavioral assessments. These reviews must be completed within nine (9) calendar days of receipt of the necessary information to process the request.</p> <p>3. The requests shall be reviewed by a Board Certified Behavior Analyst (BCBA) with sufficient supervision and licensure as required by the Behavior Analyst Certification Board.</p> <p>4. Only a board certified psychiatrist shall deny requests based on medical necessity.</p>		
<p><u>INDEPENDENT ASSESSMENT REFFERALS (BEHAVIORAL HEALTH SERVICES)</u></p> <p>A. Contractor shall collaborate with DHS and the Independent Assessment (IA) vendor to establish screening criteria to identify Outpatient Behavioral Health beneficiaries who might be eligible for Provider-Led Arkansas Shared Savings Entity (PASSE) services and who should be referred to the Independent Assessment (IA) vendor for an Independent Assessment.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the</p>

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<p>B. In certain instances, including but not limited to the following, Contractor shall refer the beneficiary for an IA:</p> <ol style="list-style-type: none"> 1. If Contractor's screening indicates that a beneficiary receiving Outpatient Behavioral Health services should be referred for an IA per the above-referenced criteria. 2. If a beneficiary is admitted to specified in-patient facilities as an acute admission, any request for a PA for that type of facility shall automatically trigger a referral of the beneficiary for an IA. Contractor and DHS shall establish criteria to identify such facilities and admission types. <p>C. Referral process:</p> <ol style="list-style-type: none"> 1. In making a referral, Contractor shall work with DHS and the IA vendor to develop a procedure so that Vendor is able to: <ol style="list-style-type: none"> a. Verify whether the referred beneficiary has already been assessed for Tier 2 or Tier 3 services and/or assigned to a PASSE, and b. Verify whether the referenced beneficiary has already been assessed for Tier 1 or assigned to a PASSE. If a beneficiary has previously been referred for an IA, but the previous referral was more than twelve (12) months prior to the current referral, the IA vendor shall treat the referral as a new referral and conduct another IA. 2. Immediate referral for IA for psychiatric acute admissions shall be made using the Optum ARIA portal. The Certification of Need (CON) for these admissions must be processed within forty-eight (48) hours. 		<p>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.</p> <p>The twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>
<p><u>INDEPENDENT ASSESSMENT TRACKING (ST, OT, PT, EIDT, ADDT AND BEHAVIORAL HEALTH SERVICES)</u></p> <p>A. Contractor shall collaborate with DHS and the IA vendor to track timeframes related to the IA process, including but not limited to:</p> <ol style="list-style-type: none"> 1. Time from PA request to referral to IA vendor; 2. Time from referral to the IA vendor to 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-</p>

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<p>conducting the IA;</p> <p>3. Time from conducting the IA to the Tier determination (0, 1, 2 or 3), See section 2.6 (A)</p> <p>4. Time from the Tier determination to assignment to a PASSE;</p> <p>B. IA Tracking will be conducted by Contractor for all IA activity regardless of whether Contractor initiated the referral to the IA vendor.</p> <p>C. Contractor shall follow client and develop reporting tracking all acute admissions against completion of IA and Tier determination.</p> <p>D. Contractor shall submit to DHS a regular monthly report pertaining to information tracked under this section.</p>		<p>five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>
<p><u>RETROSPECTIVE REVIEWS</u></p> <p>The Contractor shall apply relevant portions of the controlling Federal and state laws, regulations, and rules, as well as any additional standards provided by DHS and professional judgement, to determine medical necessity and proper utilization of the following without limitation:</p> <p>A. Speech Therapy (ST), Occupational Therapy (OT), and Physical Therapy (PT) for Medicaid Beneficiaries Receiving Ninety (90) Minutes or Less Per Week.</p> <p>1. <u>Review Specifications</u></p> <p>a. Within ten (10) business days of the start of each calendar quarter the Contractor</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months' payment to the</p>

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<p>shall randomly sample Occupational, Physical, and/or Speech Therapy claims for ninety (90) minutes a week or less paid during the previous completed calendar quarter and notify providers of the selected Medicaid beneficiaries. The random sample shall be ten percent (10%) of claims paid during the previous quarter.</p> <p>b. Reviews shall be conducted by a licensed speech, occupational or physical therapist depending on the type of service under view.</p> <p>c. The Contractor's application of the controlling Medicaid Manual(s) shall be consistent with the Medicaid Manual's terms as interpreted by the DHS Division of Medical Services (DMS) and the Division of Developmental Disabilities (DDS).</p> <p>d. Contractor shall complete the sampling and provider notices within twenty (20) business days of the start of each calendar quarter.</p> <p>B. Early Intervention Day Treatment and Adult Developmental Day Treatment</p> <p>1. Review Specifications</p> <p>a. The Contractor shall conduct a random selection of Early Intervention Day Treatment (EIDT) and Adult Developmental Day Treatment (ADDT) claims paid during the previous completed calendar quarter and notify providers of their selected Medicaid beneficiaries. The random sample size shall be twenty percent (20%).</p> <p>1) Subject to DHS approval, Contractor shall establish selection criteria, including without limitation, frequency of selections.</p> <p>2) Contractor shall notify providers of cases selected and request documentation to support the medical necessity of core EIDT and ADDT services provided to the identified Medicaid beneficiaries within ten (10) business days of</p>		<p>provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>

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<p>selection.</p> <p>b. The Contractor shall review claims files selected during the random selection process to determine if EIDT/ADDT care services provided to Medicaid beneficiaries were medically necessary.</p> <p>1) Contractor shall apply relevant provisions and criteria in the controlling Medicaid Manual(s).</p> <p>2) Contractor shall report the results of medical necessity reviews to DHS on a quarterly basis and within a timeframe agreed upon by DHS.</p> <p>c. Contractor shall verify the completion of the Developmental Screen for each Medicaid beneficiary selected for review if the beneficiary is a child and is a new admission or enrollee (within the past twelve (12) months) to the EIDT program.</p> <p>1) Contractor shall establish and implement a process to verify the completion of the Developmental Screener.</p> <p>2) Subject to DHS approval, Contractor shall define reporting requirements for verification of Developmental Screeners for each new EIDT Medicaid beneficiary selected for retrospective review.</p> <p>C. Behavioral Health Services</p> <p>1. <u>Review Criteria (Outpatient)</u></p> <p>a. Contractor shall perform sample retrospective reviews of thirty percent (30%) of paid claims for Outpatient Behavioral Health services provided to beneficiaries in compliance with all criteria set out at 42 CFR Subchapter F, Part 475. Upon request, the contractor shall perform audits of medical records as provided in section 142.300(D) of the Arkansas Medicaid provider Manual.</p> <p>b. The contractor shall retrospectively review</p>		

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<p>provider and patient records for compliance with program requirements and conformity with professionally recognized standards of health care. The contractor shall audit medical records for the purpose of validating those records against paid claims and adherence to the policies set forth in the program manual and medical necessity criteria. The contractor shall initiate recoupment activities based on audit results. The fiscal agent is responsible for conducting the recoupment process based on approval from DHS. The claims reconciliation and automated recoupment of funds shall occur through use of an electronic data transmittal system in conjunction with DHS and its fiscal agent.</p> <p>c. Contractor shall provide sufficient staffing to perform specified reviews. Retrospective reviews may be performed by any member of the multi-disciplinary team specified in Section 2.7(C)(1-c) below with the exception of psychiatrists.</p> <p>2. <u>Review Criteria (Inpatient)</u></p> <p>a. Contractor shall perform sample retrospective reviews of thirty percent (30%) of paid claims for Inpatient Behavioral Health services provided to beneficiaries in compliance with all criteria set out at 42 CFR Subchapter F, Part 475. Upon request, the Contractor shall perform audits of medical records as provided in section 142.300(D) of the Arkansas Medicaid provider Manual.</p> <p>b. The Contractor shall retrospectively review provider and patient records for compliance with program requirements and conformity with professionally recognized standards of health care. The Contractor shall audit medical records for the purpose of validating those records against paid claims and adherence to the policies set forth in the program manual and medical necessity criteria. The Contractor shall initiate recoupment</p>		

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<p>activities based on audit results. The fiscal agent is responsible for conducting the recoupment process based on approval from DHS. The claims reconciliation and automated recoupment of funds shall occur through use of an electronic data transmittal system in conjunction with DHS and its fiscal agent.</p> <p>c. Contractor shall provide sufficient staffing to perform specified reviews. Retrospective reviews may be performed by any member of the multi-disciplinary team specified in Section 2.15 (1) below with the exception of psychiatrists.</p>		
<p><u>DESK/RETROACTIVE REVIEWS</u></p> <p>A. <u>Review Specifications</u></p> <ol style="list-style-type: none"> 1. The Contractor shall provide desk reviews to monitor outlier providers operating outside the PASSE and complete retroactive authorization requests for services for clients who did not have Medicaid at the time services were rendered, and otherwise as determined necessary and at the request of DHS. 2. The Contractor shall complete desk reviews and submit them to DHS with a written report of findings in a manner acceptable to DHS and within thirty (30) calendar days of the receipt of provider records unless a written extension is obtained from DHS. 3. Contractor shall provide sufficient staffing to perform specified reviews (see Section 2.15(1) below). 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to</p>

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		impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.
<p><u>PHYSICIAN REVIEWS</u> The Contractor shall provide physician reviews on an ad hoc basis as requested by DHS for state-sponsored quality improvement activities that require physician reviews.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full</p>

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		compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.
<p><u>VALIDATION REVIEWS</u></p> <p>Contractor shall review DMS 640 forms for Medicaid beneficiaries who (1) have an existing prescription for more than ninety (90) minutes per week of a therapy modality as of July 1, 2017, and (2) have a valid prescription to receive a therapy modality due to acute injury, trauma, wound, burn or surgery to determine that the forms are complete. Activities related to DMS-640 forms shall be phased out of this contract as procedure codes are updated by DHS and with sixty (60) days' notice provided to the Contractor by DHS.</p> <p>A. <u>Review Specifications</u></p> <ol style="list-style-type: none"> 1. Contractor shall determine whether DMS 640 forms are complete and fit one (1) of the (2) two criteria stated above. Contractor shall not attempt to determine whether form contents are accurate, demonstrate medical necessity, or show compliance or noncompliance with controlling federal and state laws, regulations, and rules, and standards provided by DHS. 2. Contractor shall make determinations within ten (10) business days, not including the date Contractor received the form for review. 3. The Contractor shall identify incomplete forms to the submitting providers within five (5) business days of completing the review. 4. For completed DMS-640 forms, Contractor shall enter authorizations per the DMS-640 form contents, including: <ol style="list-style-type: none"> a. The procedure code(s), b. The total number of service-time increments for each authorization, c. The authorization control number, and d. The approval beginning and ending dates of service. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for</p>

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<p>5. Contractor shall transmit the authorization information to the Arkansas MMIS via the contractor-provided interface see Section 2.10 see attachment I.</p> <p>6. Contractor shall correct errors and omissions in data submitted.</p>		contract termination.
<p><u>DUE PROCESS PROCEDURES</u> As part of its bid submission, bidder shall propose due process procedures to address reconsideration requests for all review types specified above. Bidder's proposal must comply with the specifications outlined below:</p> <p>A. <u>General Specifications</u></p> <ol style="list-style-type: none"> 1. Contractor shall send Notices of Action to providers and Medicaid beneficiaries of adverse decisions regarding PAs RRs and other review types specified herein per the controlling Medicaid Manual(s). 2. Contractor shall afford providers and Medicaid beneficiaries an opportunity for reconsideration per the controlling Medicaid Manual(s) and shall provide written notification to the provider and Medicaid beneficiary of the outcome of each reconsideration request within thirty (30) days of receipt of sufficient documentation to determine medical necessity of requested services, unless otherwise noted below. Denial notifications must include a case-specific denial rationale. 3. Contractor shall comply with all due process procedures per the controlling Medicaid Manuals including implementing a reconsideration process. 4. The provider may request reconsideration only once per PA or review and the contractor may not bill DHS for any provider reconsideration requests. 5. Contractor's notices must be approved by DHS and must conform to the requirements of federal and state law and the controlling Medicaid Manual(s). 6. Contractor shall respond by e-mail to any informal (i.e., not part of a reconsideration or appeal) communication resulting from 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor</p>

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<p>adverse decisions.</p> <p>B. <u>Additional EIDT/ADDT Specifications</u> Contractor shall reconsider its determinations as required by the Arkansas EIDT/ADDT Medicaid Provider Manual and based on the entire record available, including credible documentation submitted by the clinic requesting the reconsideration.</p> <p>C. <u>Additional Medicaid Behavioral Health Specifications</u> The contractor shall set forth a reconsideration (informal dispute resolution) process to reconsider medical necessity determinations, citations, deficiencies, or sanctions when requested by the provider. The contractor's reconsideration is contingent upon the provider submitting additional information. A second Arkansas licensed, board certified psychiatrist must review and determine the disposition of the reconsideration. All reconsideration requests must be processed by the contractor within seven (7) calendar days of receipt from the provider. If services are denied in whole or in part upon reconsideration, the contractor must send a written notice of the contractor's final denial determination and case specific denial rationale to the provider and the beneficiary in compliance with the MFA and within the seven (7) calendar day timeframe specified above. Denial notices must include a statement of both the beneficiary's and the provider's right to an administrative hearing under the Arkansas Administrative Procedure Act. In addition to the reconsideration process, the contractor may opt to establish a renegotiation process with the provider. However, renegotiations must be processed within the timeframes established above and the contractor may not bill DHS for any renegotiation.</p> <p>D. <u>Additional ABA Specifications</u> A second board certified psychiatrist must review and determine the disposition of the reconsideration in consultation with the BCBA.</p> <p>E. <u>Additional Desk Review Specifications</u> If citations or deficiencies are remedied in the reconsideration process for the desk review, the contractor must revise the written report and send it to the provider and DHS within ten (10) calendar days of the new determination.</p>		<p>file and may opt for contract termination.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p><u>APPEALS OF ADVERSE DECISIONS</u> Contractor shall participate in all activities related to any appeal of its determinations or actions and make documents and witnesses available for the defense of adverse decisions and litigation based in whole or in part on the contractor's acts or omissions. As part of its submission under this RFP, Contractor shall propose a transition plan for working with the incumbent contractors to expedite actions and services related to in-progress appeals.</p> <p>A. Contractor must advise Medicaid beneficiaries of their right to appeal an adverse action regarding the denial of PA, including reconsiderations.</p> <p>B. Contractor shall supply documents to DHS within five (5) business days of a specific request.</p> <p>C. Contractor shall prepare and submit to DHS a written hearing statement, to be created in a form and format approved by DHS, within fifteen (15) days of receiving notice of an appeal being filed.</p> <p>D. Contractor shall provide witnesses (registered nurses, physicians, or both as necessary) who are familiar with and can explain the adverse determination for depositions and hearings as scheduled and which may be held in person or by phone, at the discretion of the administrative law judge, hearing officer, or DHS.</p> <p>E. Contractor shall respond, upon request, to DHS in letter format to any communication resulting from an adverse decision within a timeframe specified by DHS.</p> <p>F. Contractor shall be responsible for taking any required actions transpiring within the specified timeframes for an appeal or hearing. In the event a case is remanded for payment due to contractor error or neglect, the contractor shall be held responsible for payment of the claim</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>
<p><u>NOTIFICATIONS</u> Contractor must notify the provider, the beneficiary, and the fiscal agent of request determinations as specified below.</p> <p>A. <u>General Specifications</u></p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10)</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<ol style="list-style-type: none"> 1. All notifications of review determinations shall be sent within one (1) business day from the date the determination is made. 2. All notifications of the closure or expiration of a PA shall be sent not less than ten (10) days before the PA closes or expires (Non-Waiver Personal Care only). 3. All notifications must be made in compliance with the applicable Arkansas Medicaid Manual(s) and federal and state law. 4. Contractor's notices must be approved by DHS and must conform to the requirements of federal and state law and the controlling Arkansas Medicaid Manual(s). 5. PA notices shall include the following information without limitation: <ol style="list-style-type: none"> a) The procedure code and applicable modifiers. b) The total number of service-time increments/units of service for each PA, c) The PA control number, d) The approval beginning and ending date of service. e) Signature of Contractor's reviewer including credentials for the determination and date. 6. Contractor's data submissions shall have an error rate of no more than five percent (5%). 7. Errors or omissions in notifications to providers or beneficiaries must be corrected and notice submitted electronically or by telephone to the provider and beneficiary within forty-eight (48) hours of the discovery of the error or omission, with a follow-up written notice to the provider and beneficiary within five (5) business days if the initial notice is by telephone. <p>B. <u>Notices to Beneficiaries</u></p> <ol style="list-style-type: none"> 1. Notices shall be sent by U.S. postal mail. 2. Notices of adverse decisions shall include a case-specific rationale based on medical necessity and a statement of beneficiary's right to administrative hearing under Arkansas Administrative Procedure Act. 3. Notices of adverse decisions shall identify any 	<p>Criteria at all times throughout the contract term as determined by DHS.</p>	<p>business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>applicable appeal rights of the beneficiary. Contractor shall respond by letter to any informal (i.e., not part of a reconsideration or appeal) communication resulting from adverse decisions within five (5) business days.</p> <p>4. Contractor shall send a written acknowledgement of PA change request to the beneficiary by close of business on the next business day after receipt of the request.</p> <p>C. <u>Notices to Providers</u></p> <p>1. Notices shall be transmitted by electronic mail or other electronic means.</p> <p>2. Notices of adverse decisions shall include a case-specific rationale based on medical necessity and a statement of providers' right to administrative hearing under the Arkansas Administrative Procedure Act.</p> <p>3. Notices of adverse decisions shall identify any applicable appeal rights of the provider. Contractor shall respond by letter to any informal (i.e., not part of a reconsideration or appeal) communication resulting from adverse decisions.</p> <p>4. Contractor shall send a written acknowledgement of PA change request to the provider by close of business on the next business day after receipt of the request.</p> <p>D. <u>Notification of DHS Fiscal Agent</u></p> <p>1. Notices shall be transmitted electronically to the Arkansas MMIS/interChange via the contractor provided portal (see Section 2.13 (D)). This shall include without limitation closing and end-dating current PAs and opening new PAs for a modification or provider change; and closing and end-dating current PAs upon request.</p> <p>2. Contractor's data submissions shall have an error rate of no more than five percent (5%).</p> <p>3. Contractor shall correct errors and omissions in data and transmit to the Arkansas MMIS via the contractor-provided interface (see section 2.X Data Transmission) within twenty-four (24) hours of discovery.</p> <p>E. <u>Additional Notification Specifications for</u></p>		

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<u>Retrospective Reviews</u> Contractor shall notify providers of cases selected and request documentation to support the medical necessity of services provided to the identified Medicaid beneficiaries within ten (10) business days of selection.		
REPORTS A. <u>Overview</u> 1. Contractor shall provide regular monthly, quarterly and special and/or ad hoc reports to DHS. 2. Reports shall be submitted to DHS in a secure HIPAA-compliant manner, in Excel format or another format approved by DHS, unless otherwise specified below. 3. Reports shall be submitted no later than the fifteenth (15th) calendar day after the end of the preceding month, quarter or other timeframe for which the report will be based unless otherwise specified below. 4. Contractor shall base all reports on data, records and information collected and maintained by Contractor in the course of fulfilling this contract. 5. Contractor shall complete, file, retain, and make available upon request all program records in a secure, HIPAA-compliant manner. 6. Documentation of all actions and activities under this Contract must be maintained by Contractor in accordance with the Arkansas Records Retention Policy or at the conclusion of an appeal or litigation, whichever is longer. B. <u>Monthly Reports</u> 1. Retrospective Reviews: Contractor's monthly reports to DHS shall include the number and disposition of Retrospective Reviews by therapy modality completed during the preceding month as well as any recommendations for further action by DHS. 2. Desk Reviews: Contractor's monthly reports to DHS shall summarize all desk reviews completed and pending for the previous month. Additionally, the contractor must submit to DHS a detailed written report of findings within fourteen (14) calendar days of	Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.	

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>the completed review unless documented exceptions are made by DHS. The contractor must submit revised or amended reports when citations or deficiencies are remedied in the reconsideration process for a desk review.</p> <p>3. Validation Reviews: Contractor's monthly reports shall include statistical data from the preceding month representing the number of DMS 640 forms received, the number determined complete, the number determined to be incomplete, and the number of authorizations transmitted to the Arkansas MMIS/interChange.</p> <p>4. Data Corrections: Contractor's monthly reports to DHS shall include all data corrections executed within the preceding month along with compliance metrics for required notifications.</p> <p>5. IA Referrals: Contractor's monthly reports shall reflect all referrals to the IA vendor for the preceding quarter, including without limitation the rationale for referral and all related data. This data shall be extractable as a separate detailed report.</p> <p>C. <u>Quarterly Reports</u> Contractor shall provide Quarterly reports containing the following without limitation:</p> <p>1. Review Requests: Contractor's quarterly reports shall reflect the number of PA, certification of need, continuing stay and extension of benefits requests received, categorizing the number approved, partially approved or denied and identifying timeliness metrics for compliance with the deadlines set forth herein.</p> <p>2. Retrospective Reviews: Contractor's quarterly reports shall include review activities and findings and all information regarding adverse decisions related to the recoupment of funds. This information shall also be transmitted to the DHS fiscal agent via the Arkansas MMIS/interChange.</p> <p>3. Due Process: Contractor's quarterly reports shall include all in-progress and completed due process actions for the preceding</p>		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>quarter by review type, provider type, resolution, basis for determination (by categories), all relevant dates and timeframes for disposition, and if the matter has been appealed.</p> <p>4. Appeals: Contractor's quarterly reports shall include all in-progress and completed administrative appeals for the previous quarter including timeframes and disposition(s);</p> <p>5. Complaint Resolution: Contractor's quarterly reports shall reflect all complaints received during the previous quarter including response times and resolutions.</p> <p>6. Payment Integrity: Contractor's quarterly reports shall provide analyses of inconsistencies between PA requests and subsequent claims.</p> <p>7. Trend Reporting: Contractor's quarterly reports shall include analyses of utilization patterns during the preceding quarter and a rolling annual review of patterns, including without limitation:</p> <ul style="list-style-type: none"> i. Top five percent (5%) most expensive Medicaid Beneficiaries; ii. Outlier Providers based on billed outpatient procedure codes and determining the potential savings assuming the outlier's distribution of billing resembled the rest of the state; and iii. Recommendations for Desk Reviews. Desk Review recommendations shall only be actionable upon approval by DHS (see Section 2.9 Desk Reviews.) <p>8. Annual Reports, including Record Retention Compliance reports and any other annual reports requested by DHS, shall be submitted to DHS on or before a date agreed upon by DHS and the Vendor.</p> <p>D. <u>Special and Ad Hoc Reports</u></p> <p>1. At the direction of DHS, Contractor shall provide specific program management</p>		

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<p>reports acceptable to DHS for evaluation of review processes within two (2) business days of request by DHS.</p> <p>2. Any additional reporting requirements or special/ad hoc reports shall be determined by DHS in conjunction with Vendor and shall identify fields/variables to be included and how calculations will be made. Contractor shall be required to provide a maximum of fifty (50) ad hoc reports per year at the request of DHS.</p>		
<p><u>STAFFING</u> Bidder's proposal must include an organizational chart showing all proposed staffing to perform the services specified in the scope of work and to meet the following minimum staffing requirements without limitation. Bidder may propose additional positions and/or education requirements, provided that these meet or exceed the specifications listed below.</p> <p>A. The contractor shall provide one (1) Full-Time Equivalent (FTE) Project Director with an advanced degree and five years' experience in a utilization and quality control peer review setting, preferably three of which are in behavioral health.</p> <p>B. The contractor shall provide one (1) FTE Provider Training and Support Program Director with a minimum of a Bachelor's degree in a health, human services, or policy field with five (5) or more years of experience in clinical practice evaluations and at least three (3) years of management experience.</p> <p>C. The contractor shall provide one (1) or more master's degree or higher educational-level statisticians to select record samples to be retrospectively reviewed and to be able to provide testimony in the event of any legal proceeding.</p> <p>D. The contractor shall provide sufficient staffing to perform all contract functions according to the specifications listed below:</p> <p>1. <u>Behavioral Health Services</u> At a minimum, staffing must include a multi-disciplinary team of, licensed psychologists or psychological examiners, other licensed mental health professionals, duly credentialed substance abuse professionals and Arkansas licensed board- certified psychiatrists in active</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full</p>

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<p>practice The contractor shall state the minimum number of psychiatrists it will engage in order to perform the scope of all work. All review staff must be trained and possess experience in proper investigative techniques and detailed instruction on writing deficiencies. The contractor shall incur any expenses related to initial and continuing training in audit techniques.</p> <p>2. <u>Developmental Disabilities Services</u> At a minimum, staffing must include a multi-disciplinary team of licensed registered nurses, licensed physical therapists, licensed occupational therapists, licensed speech-language pathologists, Board Certified Behavior Analysts, developmental therapists, and licensed, board-certified pediatricians who have experience with children with developmental disability or delay. All individuals must have an Arkansas licensed to practice in their respective disciplines. In addition, each staff member must have a minimum of one (1) year experience working directly with individuals with developmental disabilities. All review staff must be trained and possess experience in proper investigative techniques and detailed instruction on writing deficiencies. The contractor shall incur any expenses related to initial and continuing training in audit techniques.</p> <p>3. <u>Non-Waiver Personal Care</u> At minimum, staffing must include registered nurses and physicians licensed in Arkansas or in another state.</p>		<p>compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>
<p><u>PROVISION OF OFFICE SPACE</u></p> <p>A. The Contractor's office must be open from 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday. The contractor must have an automated method of receiving messages and information from providers after business hours, on holidays and during all other office closures.</p> <p>B. Contractor must provide a physical location within the State of Arkansas sufficient to house all core staff within ninety (90) days of the contract start date. Although clinicians must be licensed in the State of Arkansas, they need not be located in the State of Arkansas.</p> <p>C. All computers, equipment and other resources</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months' payment to the</p>

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<p>necessary to fulfill the terms of this contract shall be at Contractor's expense and shall be properly maintained to minimize any negative impact on performance of duties.</p>		<p>provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>
<p><u>COMPLAINT RESOLUTION PROCESS</u></p> <p>A. The contractor shall establish a complaint resolution process to respond to written and verbal provider inquiries.</p> <p>B. The contractor shall maintain a call log for five (5) years documenting all verbal complaints received, summary of discussions, and disposition of the calls.</p> <p>C. The contractor shall reply in writing to all written complaints received directly by the contractor within five (5) calendar days of receipt of each complaint with a copy of the reply to DHS.</p> <p>D. The contractor shall promptly reply in writing to DHS when requested by DHS regarding any correspondence, including correspondence about complaints received in connection with the contract. The exact time for a reply will be determined on a case-by-case basis by DHS.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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</p>

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		<p>contract. The twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>
<p><u>DATA TRANSMISSION</u> The contractor must provide a secure computer system, electronic web-based portal, and system interfaces for the performance of the requirements set forth in the contract.</p> <p>A. The contractor shall maintain, revise and update a secure web-based data transmission system for accepting review requests from providers and returning determination notifications, including denial rationales, to providers in accordance with HIPAA and other mandatory security standards. Providers are not required to use the web-based system, so the contractor must be able to receive and respond to requests from the provider via fax, e-mail, or postal mail. The contractor shall be solely responsible for the cost of maintenance, revisions, and updates of the database and transmission system as necessary to perform the services specified in the contract. Back-up systems or methods are required to assure that data is received and transmitted in order to fulfill the contracted activities.</p> <p>B. The contractor shall maintain, revise and update a database and electronic system to communicate approval and denial determinations and automated recoupments to the Medicaid fiscal agent via the</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total payment for the</p>

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<p>Arkansas MMIS/interChange. Communications must comply with the MFA, Ark. Code Ann. § 2077-1701 et seq. The system must meet the data specifications to interface with the Arkansas MMIS/interChange found in Attachment I. The contractor must detect and correct electronic data and data transmission errors as part of the daily verification process. The contractor shall be solely responsible for the cost of maintenance, revisions, and updates of the database as necessary to fulfill the contract. Back-up systems or methods are required to assure that data is received and transmitted in order to fulfill the contracted activities.</p> <p>C. The contractor shall enter into data use agreements with DHS and all other interested parties as necessary to fulfill the obligations of the contract.</p> <p>D. The contractor shall provide sufficient fax, data and telephone lines (local and toll-free long distance) and equipment to communicate as required by this contract.</p>		<p>identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>
<p><u>PROVIDER TRAINING</u> Contractor shall provide training and technical support for providers and State Staff with regards to use of the Contractor's web-based portal, the PA approval process, and Medicaid rules and procedures related to PA, RR and other request types. As part of Bidder's response to this RFP, Bidder shall propose a training plan which may include a combination of the following components without limitation:</p> <ul style="list-style-type: none"> • In-Person Regional Trainings, • On-Site Coaching, • Web-based training, • Provider Helpline, • Training Manual; and • Train-the-Trainer for Arkansas State Staff. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	
<p><u>DATA MAINTENANCE</u></p> <p>A. <u>Historical Data</u> In order to provide a workable database containing historical data from the beginning of this contract,</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10)</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Contractor shall make a good faith effort to work with the incumbent vendor(s) to extract a minimal amount of data to serve as a baseline for Contractor's database of historical data.</p> <p>B. <u>Data Errors and Corrections</u></p> <ol style="list-style-type: none"> Contractor shall be responsible for updating MMIS/interChange with any data corrections within twenty-four (24) hours via the Contractor-developed Interface. Contractor shall notify the requesting Provider and the Fiscal Agent of any corrections within forty-eight (48) hours. Contractor shall report monthly to DHS any data corrections and timeframes for required notification. <p>C. <u>Required Interfaces and Data/Information Flows</u></p> <ol style="list-style-type: none"> Contractor shall interface with all necessary persons, entities and systems necessary to comply with all requirements herein, including but not limited to: <ol style="list-style-type: none"> Providers, DHS, Fiscal Agent (currently DXC), IA vendor (currently Optum), IA portal (ARIA, currently through Optum), PASSEs. All required interfaces shall be based on file formatting and layout as required by each vendor. Contractor shall work expediently and in good faith with each current vendor in order to have the all necessary interfaces operational prior to implementation of the contract. <p>D. <u>Data Security and Breaches</u></p> <ol style="list-style-type: none"> All data stored in Contractor's database shall be secure and comply with all state and federal laws, including but not limited to HIPAA. Contractor shall notify DHS immediately of any compliance violations or breach, incident, 	<p>with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>issue, complaint, sanction or occurrence related to Protected Health Information (PHI), Personal Identifying Information (PII), HIPAA transactions and code sets, or similar matters as identified by the Contractor or DHS.</p> <p>E. <u>Data Retention and Disposal</u></p> <ol style="list-style-type: none"> 1. Contractor shall comply with all applicable laws regarding retention of records, data and information relating to this contract. 2. Documentation related to all processes set out herein shall be maintained by Contractor in accordance with the Arkansas Records Retention Policy or at the conclusion of an Appeal or litigation, whichever is longer. 3. Contractor shall complete, file, retain, and make available upon request all program records in a secure, HIPAA-compliant manner. 4. Contractor must develop and maintain means of legal proof that notices were sent in accordance with the timeframes set forth herein. 5. At the end of this contract, or upon DHS's request, Contractor shall work with DHS to transfer all the data contained in its database. 6. All data received and developed by Contractor shall be owned by DHS; Contractor shall not utilize data for any purposes other than those specified in this RFP unless specifically requested in writing by DHS. 7. After Contractor has complied with any data transfers requested by DHS, Contractor shall comply with HIPAA requirements regarding data destruction. <p>F. <u>Business Continuity and Recovery Plan</u></p> <ol style="list-style-type: none"> 1. Contractor shall develop a Business Continuity and Recovery Plan to deal with unexpected events that may affect its ability to perform any or all functions under this contract; 2. Contractor shall perform, at a minimum, a complete back-up of all internal data at least every three (3) business days, and data must be able to be recovered within three (3) business days. 		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p><u>PROGRAM IMPLEMENTATION</u> Contractor shall implement the services outlined in this RFP according to the following schedule unless otherwise negotiated with DHS:</p> <p>A. <u>Phase I: January 2019</u></p> <ol style="list-style-type: none"> 1. Portal buildout with interface to MMIS 2. Provider training on portal use 3. Prior Authorization/Extension of Benefits reviews for OT, PT, and ST. 4. Certifications of Need and Extension of Benefits reviews for Inpatient Behavioral Health <p>B. <u>Phase II: February 2019</u></p> <ol style="list-style-type: none"> 1. Prior Authorization/Extension of Benefits reviews for Outpatient Behavioral Health. 2. Desk/Retroactive reviews for Behavioral Health (Inpatient and Outpatient). 3. Extension of Benefits reviews for EIDT/ADDT <p>C. <u>Phase III: March 2019</u></p> <ol style="list-style-type: none"> 1. Independent Assessment Referral Screens for Outpatient Behavioral Health 2. Retrospective Reviews for OT, PT, ST and EIDT/ADDT 3. DMS 640 Validation Reviews 4. Prior Authorization Reviews for ABA services through EPSDT 5. Retrospective Reviews for Behavioral Health (Inpatient and Outpatient) 6. All activities related to Non-Waiver Personal Care 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) 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 twenty-five percent (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may opt for contract termination.</p>
<p><u>Conflict of Interest Mitigation</u> 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)</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of</p>	<p>The Vendor will be fined five thousand dollars (\$5,000) per day for each day past five (5) days for each actual, apparent, or</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>the contract.</p>	<p>potential conflict of interest it fails to disclose. The Vendor shall be fined one hundred thousand dollars (\$100,000) 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 the all elements of the transition are satisfied as determined by DHS.</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.