

ARKANSAS DEPARTMENT OF HUMAN SERVICES
FINAL 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 shall 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, shall 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 shall 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	Acceptable Performance	Damages
ARChoices in Homecare Home and Community-Based Services Waiver Providers		
<p>The Contractor shall perform onsite health and safety licensure/certification reviews and quality of care reviews for ARChoices in Homecare waiver providers to assess quality and adequacy of home- and community-based services funded by Medicaid.</p>	<p>The Contractor shall develop policies and procedures for conducting health and safety licensure/certification and quality of care reviews, survey forms, and survey process plan for review and approval by DPSQA within thirty (30) calendar days of contract approval and prior to initial use.</p> <p>The Contractor shall provide DPSQA with thirty (30) calendar days' advance notice of any intended modifications to the approved forms or processes and obtain approval from DPSQA prior to implementing changes. All materials, systems, and processes developed under this contract shall remain the property of DPSQA.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall conduct annual and random health and safety licensure/certification reviews and quality of care reviews of ARChoices providers regardless of provider location to assess quality of care for Medicaid beneficiaries actively receiving ARChoices program services.</p> <p>The Contractor must create and maintain a scheduling database to track health and safety licensure/certification reviews and quality</p>	<p>The Contractor shall submit an electronic monthly health and safety licensure/certification review schedule and a quality of care review schedule to DPSQA by the twenty-fifth (25th) day of the month prior to scheduled reviews, indicating provider agencies and physical sites identified for annual, random and follow-up inspections.</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 ten percent (10%) penalty will be assessed in the following months' payment to the</p>

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<p>care reviews for the ARChoices providers.</p>		<p>provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) 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 shall opt for contract termination.</p>
<p>The ARChoices annual health and safety licensure/certification reviews shall include at a minimum:</p> <ul style="list-style-type: none"> • A review of the provider's licensure and certification; twenty-five percent (25%) review of professional care staff credentials; and twenty-five percent (25%) review of paraprofessional staff credentials. The review of staff will include verification of criminal and abuse background checks on direct care staff in accordance with the provider's licensure. • A review of staffing documents to determine if adequate numbers of staff are provided according to the number and acuity of beneficiaries/clients. • A review of policy and procedure manuals. • A review of maintenance records to determine if equipment is periodically examined and to determine if it is in good working order and if environmental requirements have been met. • Observation of meals, food temperature checks; • Face-to-face interviews with ten percent (10%) of the total number of direct care staff; and • Observation of program milieu. 	<p>The Contractor shall complete, at a minimum, annual health and safety licensure/certification reviews for ARChoices providers.</p> <p>The Contractor shall use a health and safety licensure/certification review team consisting of individuals meeting the minimum requirements as specified in Sections 2.9 and 2.10 of the IFB.</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 ten percent (10%) 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 ten percent (10%) 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</p>

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		in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and shall opt for contract termination.
<p>The annual ARChoices quality of care reviews shall include at a minimum:</p> <ul style="list-style-type: none"> • Face-to-face or telephone interviews with Medicaid clients currently being served and/or their families. <ul style="list-style-type: none"> ○ Interviews will discuss care/treatment plans, implementation of those plans, and quality of service received. • A records review of client records (based on sample) to validate information gained during interviews and observation. • If applicable, observation of at least one medication administration pass by provider staff to include but not limited to physician's orders, medication administration record (MAR) review, narcotic counts and records review. 	<p>The Contractor shall complete, at a minimum, annual quality of care reviews with clients of ARChoices waiver providers, including a review of a minimum client case mix of 20 (at a given physical site) generated at random. If less than 20 clients are served by the provider at a given physical site, a review of all clients is expected.</p> <p>The Contractor shall use a quality of care review team consisting of individuals meeting the minimum requirements as specified in Section 2.9 and 2.10 of the IFB.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor must issue a written report of findings, following the onsite health and safety licensure/certification review and the quality of care review that specifies areas of non-compliance in relation to the licensing regulations, certification standards, or provider manual, as appropriate.</p> <p>The Contractor must solicit, receive, and evaluate provider corrective action plans (CAPs).</p>	<p>The Contractor shall provide a written report of findings to the provider and DPSQA within fourteen (14) calendar days of the last day of the onsite review.</p> <p>The Contractor shall furnish the provider, DPSQA and others as directed by DPSQA with a notification of either CAP acceptance or rejection</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day</p>

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	within at least fourteen (14) calendar days of receipt.	<p>period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor must perform follow-up onsite health and safety licensure/certification reviews or quality of care reviews, when necessary, to determine whether corrective actions outlined in the CAP are being implemented as approved.</p> <p>Follow-up reviews shall focus on known deficiencies cited in most recent health and safety licensure/certification review and/or quality of care review and corrective actions implemented by the provider.</p> <p>Follow-up reviews shall follow the same onsite survey protocol described in Sections 2.5, 2.6 and/or 2.7 of the IFB, although will generally be more narrowly focused on those known deficiencies cited in the most recent review.</p>	The Contractor shall provide a written report of findings to the provider and DPSQA within fourteen (14) calendar days of the last day of the onsite review.	<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 ten percent (10%) 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 ten percent (10%) 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</p>

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		Report (VPR) in the vendor file and shall opt for contract termination.
<p>The Contractor shall propose a reconsideration (informal dispute resolution [IDR]) process to reconsider citations, deficiencies, or sanctions when requested by the provider. The provider shall request reconsideration only once per review and the Contractor shall not bill DPSQA for any provider reconsideration requests. The Contractor's reconsideration is contingent upon the provider submitting additional information.</p>	<p>The Contractor must review and issue a determination on all reconsideration requests within seven (7) calendar days of receipt.</p> <p>If citations or deficiencies are remedied in the reconsideration process, the Contractor must revise the written report of findings and send it to the provider and DPSQA within ten (10) calendar days of the new determination.</p> <p>Contractor's proposed reconsideration process shall be provided to DHS within thirty (30) days of contract start date.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>

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<p>The Contractor must participate in all administrative appeals of adverse action and litigation based in whole or in part on the Contractor's acts or omissions. Participation includes, without limitation, provision of the hearing statement, all documentation used by the Contractor in connection with the adverse action being heard, and pertinent witnesses.</p>	<p>The Contractor must participate in all activities related to all administrative appeals of adverse action and litigation based in whole or in part on the Contractor's acts or omissions within DPSQA defined timeframes, unless a documented exception is made by DPSQA.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor must establish a complaint resolution database and process to respond to and investigate written and verbal ARChoices provider and beneficiary complaints in accordance with DHS established complaint processes. The Contractor shall reply in writing to all ARChoices complaints received directly by the Contractor upon receipt of each complaint.</p>	<p>The Contractor must notify DPSQA immediately of any verbal or written complaint received by the Contractor and prioritized as a Priority 1 or 2 and furnish all documentation related to the complaint upon request by DPSQA.</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 ten percent (10%) 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 ten percent (10%) penalty will be calculated from the total payment for the identified month</p>

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		<p>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 shall opt for contract termination.</p>
<p>The Contractor shall maintain a call log for five (5) years documenting all verbal ARChoices complaints received, summary of discussions, and disposition of the calls.</p>	<p>The Contractor must maintain records of all complaints for five (5) years following the final disposition of each individual complaint.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>

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<p>The Contractor shall reply in writing to DPSQA, when requested by DPSQA, regarding any correspondence, including correspondence about ARChoices complaints received by Vendor in connection with the contract.</p>	<p>The Contractor shall reply in writing to DPSQA within twenty-four (24) hours, when requested by DPSQA, regarding any correspondence about ARChoices complaints received by Vendor in connection with the contract.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>Fee-for-Service Outpatient Behavioral Health Services and Substance Abuse Treatment Providers</p>		
<p>The Contractor shall perform onsite health and safety licensure/certification reviews and quality of care reviews for Fee-for-Service Outpatient Behavioral Health Services providers (Behavioral Health Agencies and Independently Licensed Practitioners) and Substance Abuse Treatment Providers to assess quality and adequacy of behavioral health services funded by Medicaid.</p>	<p>The Contractor shall develop policies and procedures for conducting health and safety licensure/certification and quality of care reviews, survey forms, and survey process plan for review and approval by DPSQA within thirty (30) calendar days of contract approval and prior to initial use.</p> <p>The Contractor shall provide DPSQA with thirty (30) calendar days' advance notice of any intended modifications to the approved forms or processes and obtain approval from DPSQA</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 ten percent (10%) 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 ten percent (10%) penalty will be calculated from the</p>

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	<p>prior to implementing changes. All materials, systems, and processes developed under this contract shall remain the property of DPSQA.</p>	<p>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 shall opt for contract termination.</p>
<p>The Contractor shall perform a combination of annual and random health and safety licensure/certification reviews and quality of care reviews of fee-for-service Outpatient Behavioral Health Services and Substance Abuse Treatment providers regardless of provider location to assess quality of care for Medicaid beneficiaries actively receiving outpatient behavioral health services to determine whether the care conforms to professionally recognized standards of care and in accordance with state and federal guidelines.</p> <p>The Contractor must create and maintain a scheduling database to track health and safety licensure/certification reviews and quality of care reviews for the fee-for-service Outpatient Behavioral Health Services and Substance Abuse Treatment providers.</p>	<p>The Contractor shall submit a monthly health and safety licensure/certification review schedule and a quality of care review schedule to DPSQA by the twenty-fifth (25th) day of the month indicating provider agencies and physical sites identified for annual, random and follow-up inspections.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>

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<p>The fee-for-service Outpatient Behavioral Health Services and Substance Abuse Treatment health and safety licensure/certification reviews shall include at a minimum:</p> <ul style="list-style-type: none"> • A review of the provider's licensure and certification; twenty-five percent (25%) review of professional care staff credentials; and twenty-five percent (25%) review of paraprofessional staff credentials. The review of staff will include verification of criminal and abuse background checks on direct care staff in accordance with the provider's licensure. • A review of staffing documents to determine if adequate numbers of staff are provided according to the number and acuity of beneficiaries/clients. • A review of policy and procedure manuals. • A review of maintenance records to determine if equipment is periodically examined and to determine if it is in good working order and if environmental requirements have been met. • Observation of meals, food temperature checks; • Face-to-face interviews with ten percent (10%) of the total number of direct care staff; and • Observation of program milieu. 	<p>The Contractor shall complete, at a minimum, annual health and safety licensure/certification reviews for fee-for-service Outpatient Behavioral Health Services and Substance Abuse Treatment providers.</p> <p>The Contractor shall use a health and safety licensure/certification review team consisting of individuals meeting the minimum requirements as specified in Sections 2.9 and 2.10 of the IFB.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The fee-for-service Outpatient Behavioral Health Services and Substance Abuse Treatment quality of care reviews shall include at a minimum:</p> <ul style="list-style-type: none"> • Face-to-face or telephone interviews with Medicaid clients currently being served and/or their families. <ul style="list-style-type: none"> ◦ Interviews will discuss care/treatment plans, implementation of those plans, and quality of service received. • A records review of client records (based on sample) to validate information gained during interviews and observation. • If applicable, observation of at least one medication administration pass by provider staff to include but not limited to physician's orders, medication administration record (MAR) review, narcotic counts and records review. 	<p>The Contractor shall complete annual clinical quality reviews of clients of fee-for-service Outpatient Behavioral Health Services providers, including a review of a minimum client case mix of 20 (at a given physical site) generated at random. If less than 20 clients are served by the provider at a given physical site, a review of all clients is expected.</p> <p>The Contractor shall use a health and safety licensure/certification review team consisting of individuals meeting the minimum requirements as specified in Sections 2.9 and 2.10 of the IFB.</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 ten percent (10%) 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 ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p>

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<p>The Contractor must issue a written report of findings, following the onsite health and safety licensure/certification review and the quality of care review that specifies areas of non-compliance in relation to the licensing regulations, certification standards, or provider manual.</p> <p>The Contractor must solicit, receive, and evaluate provider corrective action plans (CAPs).</p>	<p>The Contractor shall provide a written report of findings to the provider and DPSQA within fourteen (14) calendar days of the last day of the onsite review.</p> <p>The Contractor shall furnish the provider, DPSQA and others as directed by DPSQA with a notification of either CAP acceptance or rejection within at least fourteen (14) calendar days of receipt.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor must perform follow-up onsite health and safety licensure/certification reviews or quality of care reviews, when necessary, to determine whether corrective actions outlined in the CAP are being implemented as approved.</p> <p>Follow-up reviews shall focus on known deficiencies cited in</p>	<p>The Contractor shall provide a written report of findings to the provider and DPSQA within fourteen (14) calendar days of the last day of the onsite review.</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 ten percent (10%)</p>

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<p>most recent health and safety licensure/certification review and/or quality of care review and corrective actions implemented by the provider.</p> <p>Follow-up reviews shall follow the same onsite survey protocol described in Sections 2.5, 2.6 and/or 2.7 of the IFB, although will generally be more narrowly focused on those known deficiencies cited in the most recent review.</p>		<p>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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall set forth a reconsideration (informal dispute resolution) process acceptable to DPSQA to review citations, deficiencies, or sanctions when requested by the provider. The provider shall request reconsideration only once per review and within ten (10) calendars of receipt of the deficiency. The Contractor shall not bill DPSQA for a review of the provider reconsideration request. The Contractor must inform the provider that any reconsideration is contingent upon the provider submitting additional information.</p>	<p>The Contractor must review and issue a determination on all reconsideration requests within seven (7) calendar days of receipt.</p> <p>If citations or deficiencies are remedied in the reconsideration process, the Contractor must revise the written report and send it to the provider and DPSQA within ten (10) calendar days of the new determination.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.
The Contractor shall participate in all administrative appeals of adverse action and litigation based in whole or in part on the Contractor's acts or omissions. Participation includes, without limitation, provision of the hearing statement, all documentation used by the Contractor in connection with the adverse action being heard, and pertinent witnesses.	The Contractor must participate in all activities related to all administrative appeals of adverse action and litigation based in whole or in part on the Contractor's acts or omissions within DPSQA defined timeframes, unless a documented exception is made by DPSQA.	<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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>

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<p>The Contractor shall establish a complaint resolution database and process to respond to written and verbal fee-for-service Outpatient Behavioral Health Services and Substance Abuse Treatment provider and beneficiary inquiries in accordance with DHS established complaint processes. The Contractor shall reply in writing to all fee-for service Outpatient Behavioral Health Services and Substance Abuse Treatment complaints received directly by the Contractor upon receipt of each complaint.</p>	<p>The Contractor must notify DPSQA immediately of any verbal or written complaint received by the Contractor and prioritized as a Priority 1 or 2 and furnish all documentation related to the complaint upon request by DPSQA.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall maintain a call log for five (5) years documenting all Fee-for-Service Outpatient Behavioral Health Services and Substance Abuse Treatment verbal complaints received, summary of discussions, and disposition of the calls.</p>	<p>The Contractor must maintain records of all complaints for five (5) years following the final disposition of each individual complaint.</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 ten percent (10%) 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 ten percent (10%) penalty will be calculated from the</p>

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		<p>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 shall opt for contract termination.</p>
<p>The Contractor shall promptly reply in writing to DPSQA, when requested by DPSQA, regarding any correspondence, including correspondence about fee-for-service Outpatient Behavioral Health Services and Substance Abuse Treatment provider or client complaints received by Vendor in connection with the contract.</p>	<p>The Contractor shall reply in writing to DPSQA within twenty-four (24) hours, when requested by DPSQA, regarding any correspondence about fee-for-service Outpatient Behavioral Health Services and Substance Abuse Treatment provider or client complaints received by vendor in connection with the contract.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>

Acute, Inpatient Psychiatric Services (U21) Providers		
<p>The Contractor shall perform onsite Inspection of Care (IOC) reviews for acute, Inpatient Psychiatric Services Providers for Under Age 21 population to assess quality and adequacy of behavioral health services funded by Medicaid.</p>	<p>The Contractor shall develop policies and procedures for conducting IOC reviews, survey forms, and survey process plan for review and approval by DPSQA within thirty (30) calendar days of contract approval and prior to initial use.</p> <p>The Contractor shall provide DPSQA with thirty (30) calendar days' advance notice of any intended modifications to the approved forms or processes and obtain approval from DPSQA prior to implementing changes. All materials, systems, and processes developed under this contract shall remain the property of DPSQA.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall perform a combination of annual and random IOC reviews of acute, inpatient psychiatric services for U21 providers regardless of provider location to assess quality of care for Medicaid beneficiaries actively receiving inpatient psychiatric care to determine whether the care conforms to professionally recognized standards of care and in accordance with state and federal guidelines.</p> <p>The Contractor must create and maintain a scheduling database to track IOC reviews for the acute, inpatient psychiatric services for under 21 providers.</p>	<p>The Contractor shall submit a monthly IOC review schedule to DPSQA by the twenty-fifth (25th) day of the month indicating provider agencies and physical sites identified for annual, random and follow-up inspections.</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 ten percent (10%) 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 ten percent (10%)</p>

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		<p>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 shall opt for contract termination.</p>
<p>The acute, inpatient psychiatric for U21 providers IOC reviews shall include at a minimum:</p> <ul style="list-style-type: none"> an annual onsite IOC review consistent with the Code of Federal Regulations, 42 CFR §§456.600 through 456.614. an annual onsite inspection of care in accordance with the inspection of care guidelines outlined in Sections 221.600 – 221.620 and 241.000 – 241.700 of the Inpatient Psychiatric Services for Under Age 21 provider manual available at https://medicaid.mmis.arkansas.gov/Provider/Docs/inppsyched.aspx 	<p>The Contractor shall complete, at a minimum, annual IOC reviews of all in-state inpatient psychiatric providers serving Arkansas Medicaid clients, including a review of all Medicaid clients served by the provider (at a given physical site).</p> <p>The Contractor shall use an IOC review team consisting of individuals meeting the minimum requirements as specified in Sections 2.9 and 2.10 of the IFB.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for</p>

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<p>The Contractor must issue a written report of findings, following the onsite IOC review that specifies areas of non-compliance in relation to the federal regulations or provider manual.</p> <p>The Contractor must solicit, receive, and evaluate provider corrective action plans (CAPs).</p>	<p>The Contractor shall provide a written report of findings to the provider and DPSQA within fourteen (14) calendar days of the last day of the onsite review.</p> <p>The Contractor shall furnish the provider, DPSQA and others as directed by DPSQA with a notification of either CAP acceptance or rejection within at least fourteen (14) calendar days of receipt.</p>	<p>contract termination.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor must perform follow-up onsite IOC reviews, when necessary, to determine whether corrective actions outlined in the CAP are being implemented as approved.</p> <p>Follow-up reviews shall focus on known deficiencies cited in most recent IOC review and corrective actions implemented by the provider.</p> <p>Follow-up reviews shall follow the same onsite survey protocol described in IFB Section H, although will generally be more narrowly focused on those known deficiencies cited in the most recent review.</p>	<p>The Contractor shall provide a written report of findings to the provider and DPSQA within fourteen (14) calendar days of the last day of the onsite review.</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 ten percent (10%) 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 ten percent (10%)</p>

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		<p>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 shall opt for contract termination.</p>
<p>The Contractor shall set forth a reconsideration (informal dispute resolution) process acceptable to DPSQA to review citations, deficiencies, or sanctions when requested by the provider. The provider shall request reconsideration only once per review and within ten (10) calendars of receipt of the deficiency. The Contractor shall not bill DPSQA for a review of the provider reconsideration request. The Contractor must inform the provider that any reconsideration is contingent upon the provider submitting additional information.</p>	<p>The Contractor must review and issue a determination on all reconsideration requests within seven (7) calendar days of receipt.</p> <p>If citations or deficiencies are remedied in the reconsideration process, the Contractor must revise the written report and send it to the provider and DPSQA within ten (10) calendar days of the new determination.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for</p>

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		contract termination.
The Contractor shall participate in all administrative appeals of adverse action and litigation based in whole or in part on the Contractor's acts or omissions. Participation includes, without limitation, provision of the hearing statement, all documentation used by the Contractor in connection with the adverse action being heard, and pertinent witnesses.	The Contractor must participate in all activities related to all administrative appeals of adverse action and litigation based in whole or in part on the Contractor's acts or omissions within DPSQA defined timeframes, unless a documented exception is made by DPSQA.	<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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
The Contractor shall establish a complaint resolution database and process to respond to written and verbal acute, inpatient psychiatric service U21 provider and beneficiary inquiries in accordance with DHS established complaint processes. The Contractor shall reply in writing to all acute, inpatient psychiatric service U21 complaints received directly by the Contractor upon receipt of each complaint.	The Contractor must notify DPSQA immediately of any verbal or written complaint received by the Contractor and prioritized as a Priority 1 or 2 and furnish all documentation related to the complaint upon request by DPSQA.	<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 ten percent (10%) 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 ten percent (10%)</p>

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		<p>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 shall opt for contract termination.</p>
<p>The Contractor shall maintain a call log for five (5) years documenting all acute, inpatient psychiatric service U21 verbal complaints received, summary of discussions, and disposition of the calls.</p>	<p>The Contractor must maintain records of all complaints for five (5) years following the final disposition of each individual complaint.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for</p>

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		contract termination.
The Contractor shall promptly reply in writing to DPSQA, when requested by DPSQA, regarding any correspondence, including correspondence about acute, inpatient psychiatric service U21 provider or client complaints received in connection with the contract.	The Contractor shall reply in writing to DPSQA within twenty-four (24) hours, when requested by DPSQA, regarding any correspondence, including correspondence about acute, inpatient psychiatric service U21 provider or client complaints received in connection with the contract.	<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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
Division of Youth Services (DYS) Residential Settings (secure treatment facilities and specialized residential treatment programs)		
The Contractor shall perform quality of care for Division of Youth Services (DYS) Residential Settings (secure treatment facilities and specialized residential treatment programs) to assess quality and adequacy of Behavioral Health Services.	<p>The Contractor shall develop policies and procedures for conducting quality of care reviews, survey forms, and survey process plan for review and approval by DPSQA within thirty (30) calendar days of contract approval and prior to initial use.</p> <p>The Contractor shall provide DPSQA with thirty (30) calendar days' advance notice of any</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full</p>

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	intended modifications to the approved forms or processes and obtain approval from DPSQA prior to implementing changes. All materials, systems, and processes developed under this contract shall remain the property of DPSQA.	<p>compliance with all requirements of the contract. The ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall conduct annual and random quality of care reviews of DYS residential providers including secure treatment facilities and specialized residential treatment programs, regardless of provider location, to assess quality of care for clients actively receiving treatment to determine whether the services provided conforms to professionally recognized standards of care and in accordance with state and federal guidelines.</p> <p>The Contractor must create and maintain a scheduling database to track the quality of care reviews for DYS residential providers.</p>	The Contractor shall submit a monthly quality of care review schedule to DPSQA by the twenty-fifth (25th) day of the month indicating provider agencies and physical sites identified for annual, random and follow-up inspections.	<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 ten percent (10%) 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 ten percent (10%) 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</p>

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		Performance Report (VPR) in the vendor file and shall opt for contract termination.
<p>The onsite DYS Residential Settings quality of care reviews shall include at a minimum:</p> <ul style="list-style-type: none"> • Face-to-face or telephone interviews with Medicaid clients currently being served and/or their families. • Interviews will discuss care/treatment plans, implementation of those plans, and quality of service received. • A records review of client records (based on sample) to validate information gained during interviews and observation. • If applicable, observation of at least one medication administration pass by provider staff to include but not limited to physician's orders, medication administration record (MAR) review, narcotic counts and records review. 	<p>The Contractor shall complete annual clinical quality reviews of clients of DYS residential and community-based providers, including a review of a minimum client case mix of twenty (20) (at a given physical site) generated at random. If less than twenty (20) clients are served by the provider at a given physical site, a review of all clients is expected.</p> <p>The Contractor shall use a quality of care review team consisting of individuals meeting the minimum requirements as specified in Sections 2.9 and 2.10 of the IFB.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor must issue a written report of findings, following the onsite quality of care review that specifies areas of non-compliance in relation to the federal regulations or provider manual.</p> <p>The Contractor must solicit, receive, and evaluate provider corrective action plans (CAPs).</p>	<p>The Contractor shall provide a written report of findings to the provider and DPSQA within fourteen (14) calendar days of the last day of the onsite review.</p> <p>The Contractor shall furnish the provider, DPSQA and others as directed by DPSQA with a notification of either CAP acceptance or rejection within at least fourteen (14) calendar days of</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full</p>

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	receipt.	<p>compliance with all requirements of the contract. The ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor must perform follow-up onsite quality of care reviews, when necessary, to determine whether corrective actions outlined in the CAP are being implemented as approved.</p> <p>Follow-up reviews shall focus on known deficiencies cited in most recent quality of care review and corrective actions implemented by the provider.</p> <p>Follow-up reviews shall follow the same onsite survey protocol described in Sections 2.5, 2.6 and/or 2.7 in the IFB, although will generally be more narrowly focused on those known deficiencies cited in the most recent review.</p>	<p>The Contractor shall provide a written report of findings to the provider and DPSQA within fourteen (14) calendar days of the last day of the onsite review.</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 ten percent (10%) 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 ten percent (10%) 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</p>

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		Performance Report (VPR) in the vendor file and shall opt for contract termination.
The Contractor shall set forth a reconsideration (informal dispute resolution) process acceptable to DPSQA to review citations, deficiencies, or sanctions when requested by the provider. The provider shall request reconsideration only once per review and within ten (10) calendar days of receipt of the deficiency. The Contractor shall not bill DPSQA for a review of the provider reconsideration request. The Contractor must inform the provider that any reconsideration is contingent upon the provider submitting additional information.	<p>The Contractor must review and issue a determination on all reconsideration requests within seven (7) calendar days of receipt.</p> <p>If citations or deficiencies are remedied in the reconsideration process, the Contractor must revise the written report and send it to the provider and DPSQA within ten (10) calendar days of the new determination.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
The Contractor must participate in all administrative appeals of adverse action and litigation based in whole or in part on the Contractor's acts or omissions. Participation includes, without limitation, provision of the hearing statement, all documentation used by the Contractor in connection with the adverse action being heard, and pertinent witnesses.	The Contractor must participate in all activities related to all administrative appeals of adverse action and litigation based in whole or in part on the Contractor's acts or omissions within DPSQA defined timeframes, unless a documented exception is made by DPSQA.	<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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full</p>

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		<p>compliance with all requirements of the contract. The ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor must establish a complaint resolution database and process to respond to written and verbal DYS residential provider and client complaints in accordance with DHS established complaint processes. The Contractor shall reply in writing to all DYS residential provider or resident complaints received directly by the Contractor upon receipt of each complaint.</p>	<p>The Contractor must notify DPSQA immediately of any verbal or written complaint received by the Contractor and furnish all documentation related to the complaint. DPSQA will consult with DYS, prior to initiating any complaint investigation. The Contractor will be notified if assistance is needed to complete the complaint investigation.</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 ten percent (10%) 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 ten percent (10%) 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</p>

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		Performance Report (VPR) in the vendor file and shall opt for contract termination.
The Contractor shall maintain a call log for five (5) years documenting all DYS residential provider or resident verbal complaints received, summary of discussions, and disposition of the calls.	The Contractor must maintain records of all complaints for five (5) years following the final disposition of each individual complaint.	<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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
The Contractor shall reply in writing to DPSQA within twenty-four (24) hours, when requested by DPSQA, regarding any correspondence, including correspondence about DYS residential provider or client complaints received by Vendor in connection with the contract.	Acceptable performance is defined as one hundred percent (100%) compliance with the service criteria at all times throughout the contract term.	<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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full</p>

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		<p>compliance with all requirements of the contract. The ten percent (10%) 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 shall opt for contract termination.</p>
Division of Youth Services (DYS) Community-Based Settings		
<p>The Contractor shall perform quality of care reviews for Division of Youth Services (DYS) Community-Based Settings to assess quality and adequacy of behavioral health and case management services.</p>	<p>The Contractor shall develop policies and procedures for conducting clinical quality reviews, survey forms, and survey process plan for review and approval by DPSQA within thirty (30) calendar days of contract approval and prior to initial use.</p> <p>The Contractor shall provide DPSQA with thirty (30) calendar days' advance notice of any intended modifications to the approved forms or processes and obtain approval from DPSQA prior to implementing changes. All materials, systems, and processes developed under this contract shall remain the property of DPSQA.</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 ten percent (10%) 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 ten percent (10%) 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</p>

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		in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and shall opt for contract termination.
<p>The Contractor shall conduct annual and random quality of care reviews of DYS community-based youth service providers, regardless of provider location, to assess quality of care for clients actively receiving treatment and/or case management services to determine whether the services provided conforms to professionally recognized standards of care and in accordance with state and federal guidelines.</p> <p>The Contractor must create and maintain a scheduling database to track the quality of care reviews for DYS community-based providers.</p>	<p>The Contractor shall submit a monthly quality of care review schedule to DPSQA by the twenty-fifth (25th) day of the month indicating provider agencies and physical sites identified for annual, random and follow-up inspections.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The DYS community-based provider quality of care reviews shall include at a minimum:</p> <ul style="list-style-type: none"> • Face-to-face or telephone interviews with Division of Youth Services (DYS) clients and/or their families on care plans/treatment plans (depending on the population), implementation of those plans, and quality of service received. 	<p>The Contractor shall complete annual quality service reviews of clients of DYS community-based providers, including a review of a minimum client case mix of twenty (20) (at a given physical site) randomly generated. If less than twenty (20) clients are served by the provider at a given physical site, a review of all clients is expected.</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 ten percent (10%) penalty will be assessed in the following months' payment to the</p>

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<ul style="list-style-type: none"> • A review of client records to validate information gained during interviews and observation. • If applicable, observation of at least one medication administration pass by provider staff to include but not limited to physician's orders, medication administration record (MAR) review, treatment access record (TAR) review, narcotic counts and records review. 	<p>The Contractor shall use a quality of care review team consisting of individuals meeting the minimum requirements as specified in Sections 2.9 and 2.10 in the IFB.</p>	<p>provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor must issue a written report of findings, following the onsite quality of care review that specifies areas of non-compliance in relation to the federal regulations or provider manual.</p> <p>The Contractor must solicit, receive, and evaluate provider corrective action plans (CAPs).</p>	<p>The Contractor shall provide a written report of findings to the provider and DPSQA within fourteen (14) calendar days of the last day of the onsite review.</p> <p>The Contractor shall furnish the provider, DPSQA and others as directed by DPSQA with a notification of either CAP acceptance or rejection within at least fourteen (14) calendar days of receipt.</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 ten percent (10%) 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 ten percent (10%) 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</p>

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		in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and shall opt for contract termination.
<p>The Contractor must perform follow-up onsite quality of care reviews, when necessary, to determine whether corrective actions outlined in the CAP are being implemented as approved.</p> <p>Follow-up reviews shall focus on known deficiencies cited in most recent quality of care review and corrective actions implemented by the provider.</p> <p>Follow-up reviews shall follow the same onsite survey protocol described in Sections 2.5, 2.6 and/or 2.7 in the IFB, although will generally be more narrowly focused on those known deficiencies cited in the most recent review.</p>	<p>The Contractor shall provide a written report of findings to the provider and DPSQA within fourteen (14) calendar days of the last day of the onsite review.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall set forth a reconsideration (informal dispute resolution) process acceptable to DPSQA to review citations, deficiencies, or sanctions when requested by the provider. The provider shall request reconsideration only once per review and within ten (10) calendars of receipt of the deficiency. The Contractor shall not bill DPSQA for a review of the provider reconsideration request. The Contractor must inform the provider that any reconsideration is contingent upon the provider submitting additional</p>	<p>The Contractor must review and issue a determination on all reconsideration requests within seven (7) calendar days of receipt.</p> <p>If citations or deficiencies are remedied in the reconsideration process, the Contractor must revise the written report and send it to the provider and DPSQA within ten (10) calendar days of the</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 ten percent (10%) penalty will be assessed in the following months' payment to the</p>

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information.	new determination. All data analysis based upon an incorrect written report must be revised to include the corrected data within five (5) business days of the revision.	<p>provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) 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 shall opt for contract termination.</p>
The Contractor must participate in all administrative appeals of adverse action and litigation based in whole or in part on the Contractor's acts or omissions. Participation includes, without limitation, provision of the hearing statement, all documentation used by the Contractor in connection with the adverse action being heard, and pertinent witnesses.	The Contractor must participate in all activities related to all administrative appeals of adverse action and litigation based in whole or in part on the Contractor's acts or omissions within DPSQA defined timeframes, unless a documented exception is made by DPSQA.	<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 ten percent (10%) 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 ten percent (10%) 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</p>

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		in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and shall opt for contract termination.
<p>The Contractor must establish a complaint resolution database and process to respond to written and verbal DYS community-based provider and client complaints in accordance with DHS established complaint processes. The Contractor shall reply in writing to all DYS community-based provider or resident complaints received directly by the Contractor upon receipt of each complaint.</p>	<p>The Contractor must notify DPSQA immediately of any verbal or written complaint received by the Contractor and furnish all documentation related to the complaint. DPSQA will consult with DHS, prior to initiating any complaint investigation. The Contractor will be notified if assistance is needed to complete the complaint investigation</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall maintain a call log for five (5) years documenting all DYS community-based provider or resident verbal complaints received, summary of discussions, and disposition of the calls.</p>	<p>The Contractor must maintain records of all complaints for five (5) years following the final disposition of each individual complaint.</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 ten percent (10%) penalty will be assessed in the following months' payment to the</p>

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		<p>provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall promptly reply in writing to DPSQA, when requested by DPSQA, regarding any correspondence, including correspondence about DYS community-based provider or client complaints received by Vendor in connection with the contract.</p>	<p>The Contractor shall reply in writing to DPSQA within twenty-four 24 hours, when requested by DPSQA, regarding any correspondence, including correspondence about DYS residential provider or client complaints received by Vendor in connection with the contract.</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 ten percent (10%) 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 ten percent (10%) 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</p>

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		in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and shall opt for contract termination.
General Requirements		
<p>The Contractor shall provide sufficient staff (administrative and surveyors) to support the deliverables in this contract.</p> <p>All review staff (reviewers) must be trained and have experience in proper investigative techniques and detailed instruction on identifying deficiencies. The Contractor shall incur any expenses related to initial and continuing training in review techniques.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with the service criteria at all times throughout the contract term.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall provide one (1) full time equivalent (FTE) Project Director with an advanced degree and five (5) years' experience in a quality control peer review setting, preferably three (3) years of which are in behavioral health.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with the service criteria at all times throughout the contract term.</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 ten percent (10%)</p>

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		<p>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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall provide one (1) full time equivalent (FTE) ARChoices Program Manager with a bachelor's degree in social services or a related field and at least three (3) years' experience with program management and at least three (3) years' experience in a home- and community-based setting.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with the service criteria at all times throughout the contract term.</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 ten percent (10%) 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 ten percent (10%) 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</p>

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		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 shall opt for contract termination.
The Contractor shall provide one (1) full time equivalent (FTE) Behavioral Health Program Manager with a bachelor's degree in social services or a related field and at least three (3) years' experience with program management and at least three (3) years' experience in a behavioral health setting.	Acceptable performance is defined as one hundred percent (100%) compliance with the service criteria at all times throughout the contract term.	<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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
The Contractor shall provide one (1) full time equivalent (FTE) Youth Services Program Manager with a bachelor's degree in social services or a related field and at least three (3) years' experience with program management and at least three (3) years' experience in a juvenile justice setting.	Acceptable performance is defined as one hundred percent (100%) compliance with the service criteria at all times throughout the contract term.	<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 ten percent (10%)</p>

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		<p>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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall establish and maintain an internal quality assurance process and provide DPSQA with documented evidence as requested.</p> <p>At a minimum, the Contractor shall track and trend the following for internal quality assurance purposes:</p> <ul style="list-style-type: none"> • Survey completion timeframes by provider type and at the individual provider level; • Complaint investigation timeframes by provider type and at the individual provider level; • Corrective action plan review timeframes by provider type and at the individual provider level; • Frequency of follow-up visits by provider type and at the individual provider level; • Frequency of reconsideration requests by provider type and at the individual provider level; and • Frequency and topics of staff trainings. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with the service criteria at all times throughout the contract term.</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 ten percent (10%) 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 ten percent (10%) 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</p>

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<p>At a minimum the Contractor shall provide to DHS the following electronic monthly reports:</p> <ul style="list-style-type: none"> List of providers (and physical sites) identified for annual, random, and follow-up inspections by provider type; List of providers (and physical sites) that submitted corrective action plans by provider type; List of providers (and physical sites) with corrective action plans that were not approved (rejected), by provider type, including recommendations for further action based upon identified deficiencies and non-responsive corrective action plan; List of providers (and physical sites) that received a follow-up review/inspection, by provider type, with a brief summary of findings; List of providers (and physical sites) requesting a reconsideration (informal dispute resolution) and the outcome of those reconsiderations by provider type; Types of deficiencies by provider type and at the individual provider level; Complaints received by priority level, by provider type and at the individual provider level; Complaints investigated and requiring corrective action by provider type and at the individual provider level; and List of providers (and physical sites) exhibiting habitual non-compliance. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with the service criteria at all times throughout the contract term.</p> <p>Monthly reports shall be submitted by the twenty-fifth (25th) day of the month for work done the previous month.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor must submit a plan, acceptable to DHS, that determines educational needs of providers and materials to be presented in accordance with conducting health and safety reviews, inspections of care, or quality of care reviews.</p>	<p>Contractor shall update and submit this educational plan within thirty (30) days of the end of each state fiscal quarter.</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 ten percent (10%)</p>

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		<p>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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall participate in DHS-scheduled educational workshops in conjunction with DHS and other DHS-contracted entities for the purpose of remedial training for existing enrolled providers.</p>	<p>Contractor shall participate in DHS-scheduled educational workshops at the request of DHS as needed.</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 ten percent (10%) 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 ten percent (10%) 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</p>

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		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 shall opt for contract termination.
The Contractor shall promptly complete, file, and retain all records required by or maintained in connection with the contract and make such records available to DPSQA upon request.	Contractor shall maintain all records during the lifetime of this contract and shall make those records available to DPSQA within twenty-four (24) hours of request by DPSQA, and at the conclusion of the contract.	<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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
The Contractor shall participate in activities related to ARChoices; fee-for-service outpatient behavioral health; substance abuse treatment; acute, inpatient psychiatric for U21, and DYS residential and community-based program modifications, improvements, or both, as requested by DHS.	Acceptable performance is defined as one hundred percent (100%) compliance with the service criteria at all times throughout the contract term.	<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 ten percent (10%)</p>

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		<p>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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall develop and provide a quarterly contract performance report describing how each contract deliverable was met, or corrective action taken.</p>	<p>This report shall be provided by the tenth (10th) day following the end of each state fiscal quarter.</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 ten percent (10%) 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 ten percent (10%) 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</p>

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		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 shall opt for contract termination.
<p>The Contractor shall prepare and distribute annual electronic reports to DPSQA. The annual report shall include, at a minimum:</p> <ul style="list-style-type: none"> • A summary of the activities performed in the year which shall include the total number of health and safety reviews, inspections of care, and clinical quality/quality service reviews by provider type; the total number of corrective action plans reviewed by provider type; the total number of follow-up visits by provider type; the total number of reconsideration requests by provider type and at the individual provider level; and the total number of complaints by priority level and provider type; • A summary of the Contractor's timeliness in completing the health and safety reviews, inspections of care, and clinical quality/quality service reviews by provider type; • A summary of the Contractor's timeliness in completing complaint investigations by provider type; • A summary of the Contractor's timeliness in reviewing corrective action plans by provider type; • A summary of any challenges or risks the Contractor perceives in the year ahead and how the Contractor shall propose to manage and mitigate them; and • Recommendations for improving efficiency and quality of services being rendered. 	<p>The reports shall be delivered within five (5) calendar days of the anniversary of the contract start date and shall cover the entire, prior year of the contract.</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor shall maintain Quality Improvement Organization (QIO) or QIO-like status and sufficient staff to perform all contracted functions. The Contractor shall also maintain regular business hours of operation.</p>	<p>The Contractor shall submit verification of QIO or QIO-like status to DHS by the end of the first month of each contract year. The Contractor shall maintain at least the minimum number of personnel required in</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%)</p>

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	order to perform the scope of all work and report any revisions to staffing quotas immediately.	<p>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 ten percent (10%) 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 shall opt for contract termination.</p>
<p>The Contractor's office must be open from 8:00 a.m. to 5:00 p.m., Central Standard Time (CST), Monday through Friday, exclusive of state holidays and must follow the state inclement weather policy.</p> <p>Contractor staff must be present and available to providers and DHS while the office is open, including coverage during lunch time and breaks. The Contractor must have an automated method of receiving messages and information from providers after business hours and on holidays. The Contractor must respond to messages by close of the next business day.</p> <p>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>	The Contractor shall maintain stated office hours and message systems one hundred percent (100%) of the time throughout the contract term, unless documented exceptions are made by DHS in the event of unpreventable circumstances, such as, inclement weather determined by the State of Arkansas.	<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 ten percent (10%) 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 ten percent (10%) 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,</p>

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		withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and shall opt for contract termination.
<p>The Contractor shall maintain, revise and update a secure web-based data transmission system for accepting and returning documents for health and safety licensure/certification reviews, quality of care reviews, inspections of care, complaints, and other files in accordance with HIPAA and other mandatory security standards.</p> <p>Providers are encouraged to use the web-based system, however the Contractor must be able to receive and respond to requests from the provider via fax or mail.</p> <p>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 contract.</p> <p>Back-up systems or methods are required to assure that data is received and transmitted in order to fulfill the contracted activities.</p>	<p>Data use agreements will be executed as needed and prior to dissemination of any additional data or proprietary information.</p> <p>The Contractor will maintain daily maintenance and back-up logs. The Contractor shall be responsible for notifying DPSQA the most efficient method possible within four (4) hours of interruptions in service due to system failures.</p> <p>The Contractor will submit a monthly summary report in electronic format to DPSQA of all interruptions in service and what back-up method was utilized to ensure contracted activities were performed. The summary reports in aggregate shall evidence no more than two system failures per contract year which renders the Contractor unable to perform contracted services for more than a twenty-four (24)-hour period of time, unless documented exceptions are made by DPSQA in the event of unpreventable circumstances. The report shall be submitted to DPSQA no later than the fourteenth (14th) calendar day of the following month.</p> <p>In the event that DPSQA requests changes or modifications to the IT system that are not directly related to the original scope of the contract, the Contractor shall agree to the request, provided that DPSQA agrees that such changes or modifications will be at the DHS's</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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>

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	sole cost and expense. The changes shall be completed within a mutually agreeable timeframe.	
<p>Communications must comply with the Arkansas Medicaid Fairness Act (MFA), Ark. Code Ann. § 2077-1701 et seq.</p> <p>Data use agreements will be executed as needed and prior to dissemination of any additional data or proprietary information.</p> <p>The Contractor shall maintain daily maintenance and back-up logs. The Contractor shall be responsible for notifying DPSQA in the most efficient method possible within four (4) hours of interruptions in service due to system failures.</p>	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria throughout the contract term.	<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 ten percent (10%) 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 ten percent (10%) 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 shall opt for contract termination.</p>
The Contractor shall enter into data use agreements with DPSQA and all other interested parties as necessary to fulfill the obligations of the contract.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria throughout the contract term.	<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 ten percent (10%) 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</p>

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		<p>the contract. The ten percent (10%) 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 shall opt for contract termination.</p>
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