

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-267 et. seq., the selected contractor shall comply with performance-based standards. Following are the performance-based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor so as to establish standards that are reasonably achievable.
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>TRANSITIONING</p> <p>A. Prior to rendering services, the Contractor must be an enrolled Arkansas Medicaid Provider.</p> <p>B. Within forty (40) business days after the project launch meeting, the Contractor shall contact each Program Individual/Participant, identify itself as the new program Contractor, and explain that it will become the program Individual's/Participant's new Financial Management Services (FMS) and Counseling Service Provider. During this period, it shall be the Contractor's responsibility to provide for the following:</p> <ol style="list-style-type: none"> 1. Assign and identify a counselor to each Program Individual/Participant; 2. The Contractor's FMS Division shall distribute for signature to each Program Individual/Participant an IRS form 2678, Employer Appointment of Agent form, which designates the Contractor as the new fiscal agent for the Program Individual/Participant and file the completed IRS form 2678 with the IRS for each Program Individual/Participant. The Contractor must provide a list to DPSQA including the names and dates of those who have completed the form; 3. Provide each Individual/Participant with the telephone number at which they may contact the Contractor to answer questions; and 4. Have at least one (1) staff member available during the contract start-up period to receive phone calls and other forms of communication should Individual/Participants contact the Contractor before the program is formally transferred, and to redirect the individual/participant to the incumbent contractor or appropriate authority for service. 5. Provide the Individuals/Participants with employer orientation and training in accordance with the philosophy of SD upon referral from the Department. <p>C. The Contractor's Counseling Division shall develop and provide an Individual/Participant (or their representative) employer orientation and skills training, subject to DPSQA approval, in a manner consistent with Participant SD, decision-making and managerial authority.</p> <ol style="list-style-type: none"> 1. Counselors shall orient and train Individuals/Participants (or their representative) in the operation of the 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>For each failure to provide availability, DHS may impose:</p> <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty percent (20%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

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<p>Program face-to-face at the Participant's residence (or a location mutually agreed to between the Contactor and the Individual). The Counselor shall explain all aspects of the program including, but not be limited to budget management, the role of the Contractor and training that includes the management of their individualized budget. Contractor shall train prospective participants on principles and practices of self-direction including Employer and Budget Authority.</p> <p>2. The Contractor must provide instructions and training to a prospective Individual/Participant on what is needed to set up services and ensure payment for approved services and supports, beginning with the development of an individualized Cash Expenditure Plan (CEP). Results of each training session shall be electronically stored by the Contractor on their data system per 2.3.6.</p> <p>3. Contractor must offer Information and Assistance (I & A) upon prospective and/or enrolled participant's request. Contractor must educate prospective and/or enrolled participants on the rights, risks, and responsibilities of managing one's own care in Self-Direction.</p> <p>D. The Contractor shall be responsible for leading and performing the data conversion and migration activities. The State expects that all data (including but not limited to EVV data and tax documents) will be converted and migrated to the Contractor's system(s). The State will require the Contractor to provide auditing reports to validate that all data has been mapped and converted accurately and completely.</p> <p>E. Data conversion and migration activities include working with the Contractor to identify the data to be converted, building a data conversion schedule, tracking each data element being converted, validating that all records/images converted equals number of records/images written to the Contractor's database, testing the converted data in the Contractor's database, reporting progress to the State, and ensuring adequate staff is assigned to the effort.</p> <p>F. Upon contract award, DHS will provide the</p>		

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<p>Contractor with a list of contacts.</p> <p>G. The Contractor shall provide program data to DHS as required under the contract and upon DHS request.</p>		
<p>PROJECT ORGANIZATION AND MANAGEMENT REQUIREMENTS</p> <p>A. The Contractor shall create and maintain a quality management system supported through an integrated data system to manage active and pending populations. The system must be approved by DHS/DPSQA prior to rendering of services.</p> <ol style="list-style-type: none"> 1. The Contractor must have a robust software system with capability to store, transmit, and receive data from the Arkansas DHS Medicaid Management Information System (MMIS), DPSQA and Employment Clearance Registry System. (ECRS) data Contractor shall provide all data related to this contract directly to the Division of Provider Services and Quality Assurance (DPSQA) upon request by DPSQA. 2. Contractor must provide a web-based portal, or a comparable mechanism, to provide state agency access to reports, dashboards, and other data. <p>B. Contractor's EVV system must integrate with the State's EVV system and meet the States third-party certification criteria (See Section 2.5.18 Electric Visit Verification System).</p> <ol style="list-style-type: none"> 1. The software system must be web-based and must not require any software installation at the user sites, other than security certificates and browser plug-ins/controls. 2. Security controls must maintain system backups per industry standards. 	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of 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 terminating the contract.</p>
<p>STAFFING</p> <p>A. Contractor shall possess enough resources in management oversight and staff to meet the demands and responsibilities of providing Financial Management Services statewide. Contractor must maintain, to DHS' satisfaction, the capacity, and resources to provide services to all beneficiaries enrolled in the self-directed model. Contractor must have staff dedicated to this contract in place within ninety (90) calendar days of contract start date. The core areas of staffing include the following teams and must</p>	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration 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</p>

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<p>meet the specified requirements:</p> <ol style="list-style-type: none"> 1. Leadership Team – Oversees the development and the structure needed to fulfill the contract. Members of the team must have the following: <ul style="list-style-type: none"> • Bachelor's degree • Minimum of five (5) years of experience in Medicaid and Financial Management services • Experience with the transition from one (1) FMS agent to another 2. Operations Team – Respond to complaints, coordinate the self-directed advisory panel, and manage the enrollment team. Members of the team must have the following: <ul style="list-style-type: none"> • Bachelor's degree; and • Minimum of three (3) years' experience in organizational management related to self-directed services 3. Enrollment Team - provides training and customer support to individuals calling to conduct a self-directed eligibility pre-screening, and support to individuals regarding the completion of required forms, the development of Cash Expenditure Plans (CEP) including, but not limited to, communication between Contractor and client regarding their budget, providing training and oversee the utilization of budgets, and work with the Beneficiary/Employer on the allowed allotment of hours and saving opportunities, and the submission and approval of automated timesheets through EVV. Members of the team must have the following: <ul style="list-style-type: none"> • Bachelor's degree or equivalent experience listed; • Minimum of three (3) years' experience customer service, data entry, teaching, mentoring, or coaching with outcome-based expectations. <p>B. All members of the Contractor's Arkansas-dedicated Self-Directed staff must meet the following requirements before providing services pursuant to the contract in addition to any other requirements stated in the contract. Individuals not residing in the state of Arkansas at the time of hire must complete checks in state</p>	<p>contract.</p>	<p>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 terminating the contract.</p>

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<p>of residence.</p> <ol style="list-style-type: none"> 1. Adult Maltreatment Central Registry check; 2. Child Maltreatment Central Registry check; 3. Excluded Provider List check; 4. Certified Nursing Assistant/Employment Clearance Registry check 5. State and federal criminal background checks including fingerprints; and 6. Drug testing <p>C. The Contractor must have a designated manager as part of the Operations Team for the Arkansas Financial Management Services contract. The designated manager must be able to travel to Arkansas, when requested, for meetings, trainings, and other events deemed appropriate by the state agency in relation to self-directed services.</p> <p>D. Restrictions Contractor's staff cannot provide FMS services under this contract to a family member as related through blood, marriage, adoption or a relative of any degree.</p> <p>E. Unencumbered Personnel The Contractor shall not restrict its employees, agents, subcontractors, or principals who perform services for the State under this contract from performing the same or similar services for the State after termination of this contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor, or principal of another contract with the State.</p> <p>F. Compliance Contractor must submit with required monthly reporting a signed statement attesting compliance with the provisions detailed in Section 2.5.4. B for all new hires for the previous month.</p> <p>G. Contractor shall create, maintain, and supply an operational roster of all Arkansas-dedicated staff to DHS upon implementation of services and updated upon increase in active participants and/or personnel changes. An updated operational roster of staff shall be provided to DHS with each monthly report.</p> <p>H. Contractor must provide an organizational chart to DPSQA for approval within thirty (30) calendar days of the contract start date. The</p>		

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<p>organizational chart must identify the names and positions of each staff member for every team. Any changes made to staffing must be provided to DPSQA within five (5) business days of the change.</p> <p>I. DHS reserves the right to request changes in Contractor's personnel/staff to the extent that the personnel/staff are associated with administering Medicaid's Self-Directed program.</p> <p>J. Unless otherwise specified herein, the Contractor shall furnish all materials, labor, facilities, equipment, supplies, and resources necessary to perform the services required.</p>		
<p>FINANCIAL MANAGEMENT AND COUNSELING SERVICES</p> <p>A. Contractor shall provide a self-directed FMS model in accordance with the provisions and requirements stated in the Contract and the relevant Arkansas Medicaid Manuals. Current programs utilizing the self-direction model option include ARChoices Waiver and IndependentChoices Personal Care State Plan. The relevant Arkansas Medicaid Manuals listed below are hereby incorporated by reference into this document:</p> <ol style="list-style-type: none"> 1. ARChoices: https://medicaid.mmis.arkansas.gov/Provider/Docs/archoices.aspx 2. Independent Choices: https://medicaid.mmis.arkansas.gov/Provider/Docs/inchoice.aspx 3. Personal Care: https://medicaid.mmis.arkansas.gov/Provider/Docs/perscare.aspx <p>B. Contractor agrees and acknowledges that DHS Medicaid programs and/or participant populations may change from time to time. Contractor shall provide, to DHS' satisfaction, services in accordance with any such changes. DHS may request different or additional services consistent with the scope of the contract.</p> <p>C. The Contractor shall provide financial management and counseling services as needed, at the sole discretion of DHS.</p> <p>D. The Contractor shall establish a notarized Memorandum of Understanding (MOU) between</p>	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of 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 terminating the contract.</p>

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<p>the Contractor and the banking institution selected by the Contractor to receive the Beneficiary/Employer's budgeted Medicaid funds deposited into a non-interest-bearing account. Contractor shall work with DHS to arrive at a final, DHS-approved MOU within ninety (90) business days of commencement of the contract. Any changes to the MOU must be submitted to DPSQA within twenty-four (24) hours. Contractor shall provide a fully executed copy of the MOU to DHS.</p> <p>E. The Contractor shall provide the following FMS subject to program changes:</p> <ol style="list-style-type: none"> 1. Managing employment taxes and insurance 2. Managing payroll processing 3. Tracking and reporting of Individual/Participant budget balances and expenditures 4. Processing invoices for goods and services 5. Pre-authorization of services 6. Manage and direct disbursement of funds contained in the Participant-directed budget 7. Facilitate employment of staff by performing employer responsibilities as the Participant's agency such as verifying provider qualifications, processing payroll, withholding Federal, State, and local tax, making tax payments to appropriate tax authorities 8. Perform fiscal accounting and make expenditure reports to the Participant or authorized representative and State authorities. All accounting must be in accordance with Generally Accepted Accounting Principles. <p>F. The Contractor shall provide the following counseling services:</p> <ol style="list-style-type: none"> 1. Assist prospective and enrolled participants in developing a personalized budget 2. Assist with recruiting, hiring, managing, and dismissing employees 3. Train individuals, representatives, and direct service workers 4. Provide I & A to prospective and enrolled participants <p>G. The Contractor shall verify Provider qualifications, execute and hold Provider agreements, and keep records available for inspection by the State of Arkansas, DHS, and designees. When a Participant, authorized representative, or Guardian /Legal Representative chooses to participate in SDS,</p>		

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<p>the Contractor shall assist the Participants with counseling and financial management services. The Contractor shall develop and implement separate Financial Management Services and Counseling Services Division(s) to carry out the tasks in the contract. The Contractor must perform all FMS tasks directly and shall not delegate any of the FMS tasks to a reporting agent or other third-party. The Contractor may subcontract Counseling Services and other logistical services to other entities. However, the Contractor shall, always, remain responsible for all services provided under the contract. All subcontractors are subject to the same terms and conditions as the Contractor and all subcontracts shall incorporate the applicable terms of this contract. All subcontractors and subcontracts are subject to DHS' or its designee's approval.</p>		
<p>WORK PLAN REQUIREMENTS Contractor shall implement and follow the DHS approved work plan as stated in Contractor's response to the RFP. The work plan may only be changed upon the written agreement of DHS and the Contractor. Contractor shall implement and follow any changes or amendments to the work plan within thirty (30) business days of the last signature on the amendment.</p>	<ol style="list-style-type: none"> 1. Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of contract. 2. Vendor's initial final work plan, including quality management plans, must be submitted to DPSQA for approval within one hundred and twenty (120) calendar days of contract start. 3. Updated Work plans must be submitted annually to 	<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</p>

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	accommodate changes to Medicaid policy, changes to the service programs, and before July 1 st of each year.	and terminating the contract.
<p>READINESS, TRAINING, AND IMPLEMENTATION REQUIREMENTS</p> <p>A. <u>Programming Services</u>: Prior to providing services, the Contractor shall have in place an EVV solution configured and tested to send and receive data to the state's EVV system (AuthentiCare) and to receive data from DPSQA. The Contractor shall ensure its EVV solution complies with all applicable federal and state laws and regulations throughout the life of the Contract. The Contractor shall understand and agree that the Contractor's solution must be approved by the state agency prior to the Readiness Review, as described later in this section.</p> <p>B. <u>Implementation Plan</u>: Within thirty (30) calendar days from the date the State agency authorizes the Contractor to proceed with services, the successful Contractor under this RFP shall submit to DPSQA for review and approval a final implementation plan and timeline reflecting full implementation in compliance with all applicable Medicaid policies.</p> <ol style="list-style-type: none"> 1. DHS shall have the sole right to approve or reject, in whole or in part, the "Contractor's implementation plan and amendments thereto. DHS reserves the right to require the Contractor to modify the implementation plan to accomplish the objectives and fulfill the needs of the state agency. 2. The Contractor shall make any such changes and submit the revised implementation plan within ten (10) business days following receipt of requested changes. The Contractor must receive approval of the implementation plan prior to proceeding with the Readiness Review. 3. Contractor's implementation plan shall include the following without limitation: <ol style="list-style-type: none"> a. Migrate all data, including EVV data, from current Contractor (including but limited 	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of contract.</p> <p>Contractor shall meet 100% of deadlines as approved in the implementation plan and timeline to DHS satisfaction.</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 terminating the contract.</p>

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<p>to: conversion and migration plan, verification methodology, auditing reports for State validation and schedule);</p> <ul style="list-style-type: none"> b. Coordination and facilitation of services related to the transfer CEPs, including individual tax breakdowns and monthly budget analysis; c. Schedule provision of mass communications as needed to self-directed Beneficiaries, government entities and the general public regarding self-direction. Contractor shall be responsible for all costs related to mass communications as determined by the State. d. Readiness metrics for categories listed in RFP section 2.5.7 <p>C. <u>Readiness Review</u>: Within ninety (90) calendar days after the State authorizes the Contractor to proceed with services, the Contractor shall complete a readiness review for DHS' approval. DHS, in its sole discretion, may require the Contractor to conduct further or additional readiness reviews to protect the best interests of the State. The Contractor shall make any such changes and submit the revision within five (5) business days following receipt of the requested changes. The readiness review shall include, but not be limited to:</p> <ul style="list-style-type: none"> 1. Approval of all proposed forms, manuals, publications, and trainings, including program manual, by DHS to ensure compliance with state regulations; 2. Affirmation that the Contractor's system and EVV system have been tested and approved by DHS; 3. Validation of all current Employee and Beneficiary/Employer forms to ensure compliance with existing qualifications Contractor must honor the forms transitioned from the current Contractor to assure uninterrupted service; and 4. Verification that current employee and Beneficiary/Employer forms and all documents from the previous Contractor shall be available electronically for review in the selected Contractor's system by DHS. 5. Verification of readiness according to each category metric identified in RFP section 2.5.7 6. Additional requirements required by DHS to further demonstrate the Contractor's readiness and compliance with federal and 		

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<p>state laws and regulations.</p> <p>D. <u>Training</u>: Within seven (7) calendar days from the date the State authorizes the Contractor to proceed with services, the Contractor shall provide training to the stage agency and any other entities deemed appropriate by DHS, either through in-person training or virtual training to include coverage of forms, documents, online information portal, EVV system, and information necessary to set up accounts for the individuals for payments to be processed to the employees of the individuals. Contractor shall provide background check support and training to clients and providers. The Contractor shall be responsible for all training materials necessary for the trainings provided.</p> <p>E. <u>Implementation of Services</u>: Within ninety (90) calendar days from the date the State authorizes the Contractor to proceed with services, the Contractor shall have in place all personnel and have Contractor's software system configured to access the MMIS portal and several necessary reports within the MMIS portal as an enrolled Medicaid provider. The Contractor shall have in place an Electronic Visit Verification (EVV) system configured to communicate with the Arkansas EVV (AuthentiCare) system or have a Third-Party system that has the capability to integrate EVV data to the AuthentiCare system, within ninety (90) calendar days from the date the State authorizes the Contractor to proceed with services. All implementation services must be rendered so as to ensure that there is no disruption in self-direction services during contract implementation/transition.</p> <p>F. Daily reports for the first thirty (30) days then weekly reports on the Contractor's implementation progress. These reports should outline the Contractor's progress and any foreseen complications with the implementation of services.</p>		
<p>PRESCREEN INTAKE REQUIREMENTS</p> <p>A. The Contractor shall be the point of entry for Personal Care Beneficiaries who choose self-direction. Contractor shall complete pre-screen intake within three (3) business days for</p>	<p>Acceptable performance is defined as one hundred percent (100%) with all</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the</p>

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<p>prospective participants, who are in an eligible Medicaid category to receive personal care, through the means of a DHS authorized pre-screen intake form. Contractor shall accept from DHS clients who choose to participate in DHS' self-directed waiver program.</p> <p>B. The contractor shall be responsible for pre-screening individuals who may qualify for IndependentChoices (personal care services) services only. Any individual who may qualify for both the ARChoices (attendant care services) and IndependentChoices (personal care) are screened and referred through the DHS's nurses. Even with the Contractor completing the pre-screen functions, this does not indicate joint employer authority.</p> <p>C. The prescreen is utilized to determine if there is potentially a medical need for assistance. The Contractor must complete intake questions, verify eligibility, and send referral to DHS. Pre-screen activities are not the official assessment function determining program placement. Pre-screening only determines if they need assistance with at least one Activities of Daily living (ADLs). DHS determines program placement.</p> <p>D. There are three (3) steps the Contractor must take determining this type of eligibility. All steps must be documented accordingly:</p> <ol style="list-style-type: none"> 1. Contractor verifies client is in an eligible Medicaid category <ol style="list-style-type: none"> a. The Contractor must verify that the interested individual is eligible for the personal care category. DHS will provide the Contractor with information to validate what is acceptable in the category. b. Medicaid eligibility of individuals seeking enrollment must also be verified through the Arkansas Medicaid Web portal. At least one of the following sets of information is required to search for an individual's Medicaid eligibility: <ul style="list-style-type: none"> • Medicaid ID and Date of Birth; • Medicaid ID, First and Last name; or • First name, Last name, Date of Birth c. In accordance with the provisions of the RFP, the Contractor shall provide clients a toll-free customer service telephone number, or other DHS approved contact method, to conduct 	<p>service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of contract.</p>	<p>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 terminating the contract.</p>

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<p>pre-screening eligibility assessments to individuals wanting to enroll in personal care-only services using the self-directed model.</p> <p>d. If Medicaid eligibility cannot be established, the Contractor shall refer the individual/applicant to their local DHS County Office (DCO) to begin the Medicaid eligibility process. Contractor must follow the referral process as required by DHS.</p> <p>2. Complete the intake questions The Contractor shall use screening questions provided by DHS (See Attachment H: Pre-screening Questions) to pre-screen individuals/applicants who enroll in DHS personal care services only program (IndependentChoices) using the self-direction model.</p> <p>3. Transmit eligible pre-screened clients by uploading data to a secure website (Arkansas Medicaid's MoveIT DMZ).</p> <p>E. After the pre-screening, DHS or its designee assess the client and will notify the Contractor of clients eligible to start the enrollment process. Contractor shall confirm receipt of the client referral in writing within one (1) business day.</p> <p>F. Contractor shall complete the client enrollment within sixty (60) calendar days of DHS' referral. Contractor may submit a written request to DHS/DPSQA for an extension of time be given for client enrollment. If criteria cannot be met, the Contractor shall assign the individual/applicant a "Inactive Referral" status and refer the individual/applicant to contact the DHS waiver nurse in their county for a full evaluation.</p>		
<p>ENROLLMENT REQUIREMENTS</p> <p>A. The contractor must ensure that the Beneficiary is certified to be the employer and present their vision on what mechanism(s) need to be in place to assess the Beneficiary's level of competency to self-direct services and work with an FMS agent in a comparable manner as if receiving services through a licensed provider.</p> <p>B. After a participant is deemed eligible for the self-direction program, the participant must enroll with the FMS provider so that the participant can</p>	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for 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 provider</p>

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<p>recruit and select workers and begin receiving services. The Contractor shall perform FMS functions for the self-directed waiver program in accordance with the most up to date Medicaid Program Manual for DHS' Self-Directed Waiver program. Such functions for Beneficiaries shall include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Training the Beneficiary/Employer on all aspects of self-direction, including but not limited to an overview of self-direction and the fundamentals of FMS systems, employer rights, risks and responsibilities, employer authority and budget authority, and any additional education to those who initially demonstrate an inability to self-direct. The Contractor must include topics of training in their Work Plan required upon contract award. DHS will work with the Contractor, at that time, on training details. For further guidance, see the Enrollment Section in the current Self-Directed Program Manual. 2. Enrollment of beneficiary/Employer into the Self-Directed program; The Contractor must assist the employer with creating a back-up plan during the initial enrollment period or making changes to the back-up plan when needed (i.e. change in employees) The Contractor must provide their own form within the Work Plan for approval prior to use. The Contractor must meet with the beneficiary/employer, in a setting convenient to the beneficiary/employer, during the enrollment period and after any change regarding the employee. For further guidance, see the Enrollment and Back-up Plans in the current Self-Directed Program Manual. 3. Provide assistance to the employer in developing initial back-up plans during the initial enrollment period or making changes to the back-up plan when needed (i.e.: a change in employee); 4. Assistance with employee enrollment as described in section 2.5.9.J and as may be required by DHS; and 5. Assistance with employee background checks as described in section 2.5.9.K <p>C. The Contractor shall ensure that NO services under the Self-Directed Program are initiated until, at a minimum, the following activities are completed::</p> <ol style="list-style-type: none"> 1. The Contractor verifies that the Beneficiary's enrollment (including employer) paperwork and related documentation is complete; 	<p>duration of contract.</p>	<p>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 terminating the contract.</p>

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<p>2. The Contractor verifies that employee(s) meets all qualifications, including completion of background/registry checks and required paperwork including the Provider Identification Number (PIN) which allows the provider to use EVV.</p> <p>3. If, for any reason, it appears that Self-Directed services, as applicable, will not begin within sixty (60) calendar days from the date of DHS' referral, the Contractor shall notify DHS, before the 60th calendar day, of the causes for the delay and provide DHS with the appropriate documentation demonstrating the Contractor's efforts to meet the mandatory timeframe.</p> <p>D. The Contractor must provide enrollment activities to Beneficiaries who are not yet enrolled in Self-Directed Financial Management Services or who may require a change in Employers.</p> <p>E. The Contractor shall accept all referrals from DHS.</p> <p>F. The Contractor shall receive notice solely from DHS of a Beneficiary approved for self-directed services. DHS will notify the Contractor to any updates to such information (e.g., new Beneficiaries/Employers, changes in authorized budget changes, termination of individual services, etc.) throughout the effective period of the contract. Upon the Contractor's receipt of notice from DHS of Beneficiaries approved for self-directed services and budget authorizations, the Contractor shall assist the Beneficiary in completing their enrollment requirements and ensure that the individual's enrollment packet is timely and correctly completed. The Contractor shall understand and agree that DHS is not responsible for assisting in the completion of the enrollment packet or reviewing/approving the completed enrollment packet.</p> <p>1. Prior to a Beneficiary/Employer participating in the self-directed services model, the Contractor shall provide initial and continued trainings regarding the topics required by DHS, which shall include without limitation:</p> <ul style="list-style-type: none"> a. Understanding the role of Beneficiary/Employer in the Self-Direction Management Service model, as applicable; b. Understanding the role of the FEA, as applicable; 		

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<ul style="list-style-type: none"> c. Understanding and completion of the Cash Expenditure Plan (CEP); d. Selecting Employees who meet qualifications (as specified in employee qualification section); e. Training, including abuse, neglect and exploitation prevention and reporting; f. Being an employer, evaluating Employee performance, and managing Employees; g. Medicaid fraud and abuse prevention and reporting; h. Using the Contractor's Timekeeping System, including the required use of Electronic Visit Verification (EVV) set up and ongoing support for Employers and Employee(s) and the role of the Beneficiary/Employers in ensuring Employee's proper use of the Timekeeping System; i. The responsibility of verifying Employee's time for accurate and timely payroll; j. Using the Contractor's web portal; k. Scheduling Employees and Back-up Planning; and l. Assessing and certifying the Employer is equipped to Self-Direct services effectively based on training provided. <p>2. The Contractor shall make trainings available with a person-centered approach, specific to the Beneficiary/Employer via (1) on-line web-based, (2) telephone, and (3) face-to-face at a location mutually agreed upon between the Contractor and the individual if the first two (2) options are not feasible. Group training sessions can be held with multiple Beneficiaries/Employers when training topics are operational in nature and do not risk HIPPA exposure.</p> <ul style="list-style-type: none"> a. Person Centered Planning events may be held in any setting so long as the chosen people are able to be present and attend in that format (i.e.: virtual meeting, conference phone call, in-person). While beneficiaries may not request additional people for every communication or contact with the contractor, any communication or contact should be rescheduled to include the additional people upon a request from the beneficiary. b. The Contractor must conduct a face-to-face home visit, with the Beneficiary/Representative present, at 		

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<p>least once per year to discuss budget based on annual reevaluation. During home visits the contractor shall evaluate health, safety, and well-being of the beneficiary and provide counseling to address beneficiary/representative's concerns. The contractor shall document visits and identify potential risks or concerns detected during the home visit. Upon identification of a potential risk or concern during the home visit, the Contractor shall immediately file a report with Adult Protective Services (APS) and/or Child Protective Services (CPS). The Contractor shall notify and complete a form provided by DHS/DPSQA, within twenty-four hours of filing a report.</p> <p>c. Some individuals may require retraining by the Contractor as needed.</p> <p>3. The Contractor shall ensure that the individual completes the required enrollment paperwork and training within sixty (60) calendar days after the date of referral notice from the State.</p> <p>4. The Contractor shall report on or before the 28th day, to DHS any employer enrollment expected to take longer than sixty (60) calendar days. The Contractor shall immediately report to DHS any extenuating circumstances that arise after the 58th calendar day. The report must specify, in detail, the basis for the expected delay. DHS, in its sole discretion, may impose sanctions on the Contractor for failure to report as required or failure to enroll an employer within the mandatory timeframe.</p> <p>5. The Contractor shall immediately notify DHS/DPSQA if, at any time and for any reason, the client is unable to participate in the self-directed program.</p> <p>G. The Contractor shall develop a Beneficiary/Employer enrollment packet that contains the following information regarding financial management services and operations without limitation:</p> <ol style="list-style-type: none"> 1. General information about the Contractor and the enrollment process/directions; 2. Hours of operation; 3. Contact information; 		

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<p>4. Roles and responsibilities of the Beneficiary, Employer, and the Fiscal Employment Agent;</p> <p>5. Federal and state forms the employer must complete, sign and return, including:</p> <p>a. IRS Forms:</p> <p>i. SS-4, Application for Employer Identification Number; and</p> <p>ii. 2678, Employer/Payer Appointment of Agent</p> <p>iii. 8821, Tax Information Authorization</p> <p>6. Beneficiary Intake form;</p> <p>7. Designation of Surrogate Employer form; and</p> <p>8. Other applicable consent and agreement forms.</p> <p>NOTE: DHS must approve the Beneficiary/Employer enrollment packet prior to use.</p> <p>H. The Contractor shall develop an employment package for Employer's employees including, but not limited to, the following:</p> <p>1. General information about the Contractor and the enrollment process/directions;</p> <p>2. Employment application;</p> <p>3. Federal and state forms and instructions, such as:</p> <p>a. IRS Form W-4;</p> <p>b. AR4EC- <i>State of Arkansas Employee's Withholding Exemption Certificate</i>; and</p> <p>c. USCIS Form I-9.</p> <p>4. Agreements and informed consent documents to enroll Employees into the Contractor's system;</p> <p>5. Worker Information and Qualification Form;</p> <p>6. Employee Responsibilities and Attestation Form; and</p> <p>7. A Personal Identification Number (PIN), commonly referred to as a provider number, is required for all caregivers who will be using EVV for personal care, attendant care, and respite services and must be enrolled with Arkansas Medicaid prior to providing services. Upon enrollment, the caregiver will receive a PIN. Providers must apply for a PIN at: Link</p> <p>8. The Contractor must verify that the provider/employee has obtained a Medicaid provider ID prior to being paid. Each provider/employee should receive documentation when ID numbers are assigned and activated. Medical provider ID numbers must be retained in the Contractor's</p>		

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<p>system.</p> <p>NOTE: DHS must approve the employment package prior to use.</p> <p>I. The Contractor shall collect, and process forms and employment packets submitted from individuals' employees and shall maintain any such documentation in the individual's employee file.</p> <p>J. <u>Employee Enrollment</u>: The Contractor shall ensure that Employees of a Program Beneficiary/Employer meet all requirements specified herein and in the Self-Directed Program Manual prior to delivering any applicable services.</p> <p>1. The Contractor shall ensure, on behalf of the Beneficiary/Employers, that the Employee(s):</p> <ol style="list-style-type: none"> Are at least eighteen (18) years of age or older; Complete all background checks in accordance with Act 717 (Refer to Attachment J) effective June 1, 2022. Complete all applicable required applications and forms detailed in the Employee Enrollment Paperwork. Must be an enrolled Arkansas Medicaid Provider in good standing and a corporation, professional association, or a limited liability corporation authorized to do business in Arkansas. <p>2. Contractor shall have systems and procedures in place to ensure the following individuals are not able to complete the Employee Enrollment process and be paid funds under Self-Directed program:</p> <ol style="list-style-type: none"> Spouse Legal guardian of the Beneficiary Attorney-in-fact granted to direct the Beneficiary's care Individual who completed prescreen on behalf of the Beneficiary Individual listed as point of contact on the 9503-Plan of Care completed by a DHS RN during the assessment Individual who signs the assessment on behalf of the Beneficiary Payee on behalf of Beneficiary for social security benefits Any individual on the Beneficiary's bank account 		

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<ul style="list-style-type: none"> i. An individual who owns the home the Beneficiary resides in and is not related by blood, marriage, or adoption j. Any individual prohibited by federal or state laws and regulations. <p>3. The Contractor shall have an internal process in place to process criminal background checks on prospective Employee of self-directed Beneficiary/Employer, and for maintaining copies of the documentation in the Employee's file.</p> <p>4. The Contractor shall report new Employees per DHS requirements.</p> <p>K. Prior to the Employee being approved to provide services, the Contractor must process and obtain, in accordance with state requirements in accordance with ACA §20-77-128 (See Appendix 2 Act 1336 and Appendix 3 ACA §20-77-128), central registry checks and a national and state criminal background checks. Fees or cost for any pre-employment check, including state background checks from the Arkansas State Police, on each prospective Employee shall be in accordance with the fees indicated on the registry or Arkansas State Police website and cost incurred.</p> <p>1. Cost for any pre-employment checks is the responsibility of the employee; however, an approved and active budget may be utilized for these costs. For further guidance, see the Covered Services section in the current Self - Directed Program Manual.</p> <p>2. A background check shall be required prior to an Employee's initial employment, and again every five (5) years thereafter. A Beneficiary/Employer cannot waive a background check for a potential Employee. A background check may reveal a potential Employee's past criminal conduct that may pose an unacceptable risk to the Beneficiary. The findings, in accordance with DHS Policy 1082 (See Attachment # I: DHS Policy 1082) may place the Participant at risk and may disqualify a person from serving as an Employee under the Self-Directed Management Service model.</p> <p>3. In the case of disqualifying offense,</p>		

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<p>the Contractor shall notify the individual that they are unable to hire the prospective Employee. No exceptions allowed at this time. If the background check results indicate a disqualifying offense, the Contractor shall notify the Beneficiary/Employer.</p> <p>4. Per ACA §20-77-128, DHS shall issue the determination. The results of the criminal background check shall be used by DHS to determine the suitability of: (A) An applicant to become a caregiver paid with Medicaid funds; or (B) A caregiver for continued employment paid with Medicaid funds.</p> <p>5. Prior to Employee being approved by the Contractor to provide services, Contractor shall process and obtain the following clearance on each prospective Employee in relation to the following criteria:</p> <ul style="list-style-type: none"> a. Adult Maltreatment Registry (Refer to Link for additional information) b. Child Maltreatment Registry (Refer to Link for additional information) c. Excluded Provider Lists (Refer to Link for additional information) d. State Criminal Background Checks e. Federal Criminal Background Checks f. CNA Registry checks - (Need to provide TMU link) https://hdmaster.com/testing/cnatesting/arkansas/AR_CNA_Home.htm <p><i>Note: §20-38-103(g) states that a person may challenge the completeness or accuracy of his or her criminal history information under §12-12-1013.</i></p> <p>6. Prior to Employee being approved to provide services, Contractor shall process and obtain drug screen requirements included in the passage of Act 717. Refer to Attachment J regarding in-home caregiver drug testing and criminal background checks. The Contractor is permitted to enter a subcontract to meet any or all requirements of Act 1336 or checks of the excluded provider lists. Any subcontract must be approved by DHS prior to entering a contract for said requirement.</p> <p>7. The Contractor shall collect payment from the Employee if time is submitted for Employees who were not authorized to provide the</p>		

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<p>service.</p> <p>L. Obtaining Federal and State Approval to be a Contractor Fiscal/Employer Agent (Contractor F/EAs) Requirements</p> <ol style="list-style-type: none"> 1. The Contractor shall have separate FEINs for each of the individuals enrolled in the self-directed service model, specifically to file the IRS Form 2678, <i>Employer/Payer Appointment of Agent</i> and other federal tax forms, and to make federal tax payment on the individuals' behalf. The Contractor shall maintain the individual's FEIN, IRS FEIN notification letter, and the filed IRS Form SS-4, <i>Application for Employers Identification Number</i>, in the individual's file. <ol style="list-style-type: none"> a. The Contractor shall submit the IRS Form 2678 for each individual the Contractor represents and must maintain a copy of the form, Request for Approval Letter, and the IRS Notification of Fiscal/Employer Agency Approval, in each individual's file. b. If the Contractor discontinues representing an individual for financial manager and payroll services, the Contractor shall revoke the IRS Form 2678 in accordance with IRS requirements and must maintain any resulting documentation in the individual's file. c. If the Contractor discontinues representing an individual for financial manager and payroll services, the Contractor shall retire the separate FEIN with the IRS once the Contractor has fulfilled all required tasks for the applicable tax period for the individual. <p>M. Back-Up Plan: Upon contract award, the Contractor shall provide support to the Beneficiary/Employer during initial employer enrollment and as needed, in developing a Back-up Plan that adequately identifies how the Beneficiary/Employer shall address situations when a scheduled employee is not available or fails to show up as scheduled. The Beneficiary/Employer shall have primary responsibility for the development of the Back-up Plan. Beneficiary/Employer shall not elect, as part of a Back-up Plan, to go without services.</p>		

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<p>Completed back-up forms shall be retained by the contractor, in the beneficiary/employer's file. For further guidance, see the Back Up Plans section in the current Self-Directed Program Manual.</p> <ol style="list-style-type: none"> 1. The Back-up Plan must include the names and telephone numbers of contacts for alternate care, the order in which each shall be notified if multiple alternatives are listed, and the services to be provided by each contact. Back-up Plan contacts may include paid and unpaid supports; however, it is the responsibility of the Beneficiary/Employer to secure paid (as well as unpaid) Back-up Plan contacts who are willing and available to serve in this capacity. 2. All persons noted in the Back-up Plan shall be contacted by the Beneficiary/Employer to determine their willingness and availability to serve as back-up contacts. 3. The Contractor shall include all backup workers for each Beneficiary/Employer, the contact number for each backup worker, and if the backup worker is registered as a paid caregiver monthly. Each Beneficiary/Employer must have at least one (1) backup worker appointed as a paid or an unpaid informal worker. Multiple backup workers are encouraged. 		
<p>DATA ACCESS, MAINTENANCE, AND REQUIREMENTS</p> <p>A. The Contractor must Comply with all federal and state laws and regulations regarding the access to, use, modification, or dissemination of personally identifiable information, including, but not limited to: Health Insurance Portability Accountability Act (HIPAA); Health Information Technology for Economic and Clinical Health Act (HITECH); the Arkansas Personal Information Protection Act.</p> <p>B. The Contractor's information system shall include a web-based portal or comparable mechanism that shall be able to obtain, store, and be accessible for reviewing service documentation, as defined below, and monthly summaries for the Beneficiaries/Employers, including the ability to upload service documentation and monthly summaries to the Contractor's system. The Contractor shall provide the State of Arkansas, its auditors, DHS, designees, and Beneficiaries/Employers view</p>	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of 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>

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<p>access and printing capabilities of service documentation and monthly summaries documents on the Contractor's system.</p> <p>1. The Contractor's system for service documents shall include, but are not limited to, the following components:</p> <ul style="list-style-type: none"> a. First name, last name, and either middle initial or date of birth of the Beneficiaries and their surrogate Employer, if applicable; b. Date and time of service, including a.m./p.m.; c. Electronic signature of the Employee per Arkansas Code Annotated § Title 25, Chapter 31- Electronic Records and Signatures; and d. Service type. <p>2. This system for monthly summaries shall include the following components:</p> <ul style="list-style-type: none"> a. First name, last name, either middle initial or date of birth of the individual; b. Month and year of summary; c. Budget spending review year to date, with pre-populated bar graph of the percent (%) elapsed and percent (%) remaining, authorization period, and percent (%) of dollars spent and percent (%) remaining for each service; d. Electronic signature per Arkansas Code Annotated § Title 25, Chapter 31- Electronic Records and Signatures; and e. Date of monthly summary completion. <p>C. The Contractor shall maintain service documentation and monthly summaries in an electronic format for a period of at least five (5) years from the time of service and must be available for review by the State, DHS, and designees upon request.</p> <p>D. The Contractor shall ensure there is service documentation for each time entry on the Employee's timesheet. The Contractor shall not be responsible for the content of the service documentation.</p> <p>E. The Contractor shall ensure that all service documentation is reviewed by the Employer at the time of timesheet approval.</p> <p>F. Contractor shall provide all proprietary data collected and/or created during the life of the contract to DHS every ninety (90)</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 terminating the contract.</p>

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<p>calendar days and otherwise within thirty (30) calendar days of written request from DHS, in Excel format or any other format requested by DHS. The Contractor shall not have an ownership interest in any proprietary data collected and/or created pursuant to this Contract.</p> <p>G. The Contractor must ensure system availability in the event of component failure. Components must have at least one independent backup component (N+1).</p> <p>H. The Contractor shall limit access to and possession of State data to only Contractor personnel whose responsibilities reasonably require such access or possession and shall train such personnel on the confidentiality obligations except as stated in section 2.5.10.B.</p>		
<p>CASH EXPENDITURE PLAN (CEP) REQUIREMENT The Contractor shall collaborate with Beneficiaries/Employers on the development of a CEP according to the Medicaid authorized budget amount and continue to revise the CEP with the Beneficiary/Employer whenever a need arises. The Contractor shall document any CEP revisions and the style/method of how those revisions were made. Communication must be made between the Contractor and Beneficiary/Employer whenever there is a change in the CEP, change in the employer (designated representative), or employee; however, the communication style and method is at the discretion of the Beneficiary. There may be instances that require the Contractor to initiate communication depending on the circumstance. Contractor must contact the Beneficiary/Employer at least once a year to discuss the budget based on annual reevaluation.</p> <p>A. The amount of the Cash Expenditure Plan (CEP) is determined by the DHS professional staff (ARChoices) or the assessment Contractor(s) designated by DHS (IC only) using the Independent Assessment, or annual evaluations, and the Task and Hour Standards. The Independent Assessment or annual evaluation determines the level of functional need. The functional need level forms the basis for the determination of the Service Budget Limit: Intensive, Intermediate, or Preventative. The Task and Hours Standards is used to help determine the type and amount of units needed</p>	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of 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</p>

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<p>to meet the level of care within the determined Service Budget Limit and establish the Individual Service Budget for each eligible, individual beneficiary. For ARChoices Beneficiaries, the CEP is subject to the Beneficiary's ARChoices Individual Services Budget. The funding for the CEP budgets will be disbursed on a monthly basis.</p> <p>B. Contractor must provide an automated mechanism for tracking employee time and individual Beneficiary budget. This automated mechanism, at minimum, must have the capability to:</p> <ol style="list-style-type: none"> 1. Receive and dispense Beneficiaries' dollar authorizations on a monthly basis; 2. Track Beneficiaries' dollars authorizations received and dispersed as indicated on the Cash Expenditure Plan (CEP) budget worksheet template. The Contractor shall finalize the worksheet with the Employer upon authorization of service amounts by using tax rates relevant to Employers' experiences established by the Arkansas Department of Finance and Administration (DFA). The Contractor shall provide a copy of the finalized CEP, in the format preferred by the Employer, in plain language understood by the Beneficiary/Employer. 3. Ensure that: <ol style="list-style-type: none"> a. Total time of service billed shall not exceed the maximum authorized by the state agency. b. Daily rates are applied when a Beneficiary's initiation and/or disenrollment date does not align with the start of a pay cycle. c. There are no duplicate billings for the same service. d. Billing for non-overtime-exempt Employees does not exceed forty (40) hours per week. Time worked more than forty (40) hours per week by a non-overtime-exempt Employee, which is subject to overtime, shall be restricted by Contractor's system. Any overtime accrued by a non-overtime-exempt Employee will not be paid by the state agency. Individual Employees shall only be able to enter billing for services for which they have been authorized to provide and meeting the requirements. 		<p>(VPR) in the vendor file and terminating the contract.</p>

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<p>4. Track the number of hours each Employee works for Beneficiary/Employers in the Self-Directed Program per work week as the term work week is defined in the Employee Responsibilities and Attestation Form. The Contractor shall ensure that no employee is working more than forty (40) hours total for any combination of Beneficiary/Employers unless otherwise deemed exempt from overtime pay as classified under FLSA Home Care Rule. If the Contractor determines that an employee has exceeded such hours, the Contractor shall be responsible for ensuring that the employee is paid any overtime pay owed at time and a half and deducted from the available funds in the Beneficiary's budget, or if necessary, by the Contractor and the Contractor shall notify the Beneficiary/Employer to discuss hours with the employee at the time of each occurrence. If an employee who is not exempt from overtime repeatedly exceeds forty (40) hours per work week, the Contractor shall assess the appropriateness of that Beneficiary's continued participation under the self-directed management service model and provide determination to the state agency. DHS may require that a Beneficiary be removed from the Self-Directed Program and transitioned to the agency lead program.</p> <p>5. Produce a spending summary report that reflects real-time and invoiced dollar amounts used and the balance remaining for each Beneficiary, by service type, and a spending detail report that reflects all payroll information for a specific time period for each Employee. The report must include a bar graph of percent (%) elapsed and percent (%) remaining for each service.</p> <p>a. The Contractor shall ensure the spending summary report and the spending detail report are available for review and printing by the Beneficiary/Employer, the State, DHS, and designees.</p> <p>C. The Contractor shall make payment of goods and services. All purchases in the amount of ten percent (10%) of Beneficiary's plan up to seventy-five dollars (\$75) may be used as discretionary expenditure. All discretionary expenditures must have prior approval from</p>		

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<p>DHS/DPSQA prior to the use of discretionary funds. Any purchase exceeding 10% or seventy-five dollars (\$75) must be authorized by the state agency</p> <ol style="list-style-type: none"> 1. The Contractor must maintain all supporting documentation relative to discretionary expenditure payment which includes but is not limited to: <ol style="list-style-type: none"> a. the name and address of the Beneficiary; b. a description of the purchase; c. total payment amount; d. scanned or electronic document supporting authorization from the state agency for purchases in the amount of ten percent (10%) of the beneficiary's plan not exceeding seventy-five dollars (\$75); and e. a receipt, invoice, or purchase order for purchases in the amount of ten percent (10%) of the Beneficiary's plan not exceeding seventy-five dollars (\$75). 2. The Contractor shall provide a monthly report detailing individuals' purchasing goods and services, the amount expended, and the categories defined by the state agency. The Contractor shall be held liable for repayment should any supporting documentation not be available during a review by state and/or federal representatives. 3. The Contractor shall update CEP, savings, and cash allowance requirements to comply with all amendments or updates to any applicable federal and state laws and regulations. 		
<p>PAYROLL PROCESSING REQUIREMENTS</p> <ol style="list-style-type: none"> A. The Contractor shall pay the beneficiary/employer's employees up to the authorized time identified in the Beneficiary/Employer's Plan of Care. B. The Contractor shall verify each Employee's social security number and maintain appropriate documentation in each Employee's file. C. The Contractor shall verify the city and state of residence of each Employee and maintain appropriate documentation in each Employee's file. D. The Contractor shall determine if the 	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of 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</p>

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<p>individual's Employees are family members who might be exempt from paying FICA, FUTA, and SUTA taxes, and process, accordingly, including those who may qualify for federal and state exclusions defined by IRS Notice 2014-7.</p> <p>E. For all individuals the Contractor represents, the Contractor shall withhold the following without limitation from each payroll period and maintain documentation of such in the Contractor's file:</p> <ol style="list-style-type: none"> 1. Required Federal Taxes and Withholdings <ol style="list-style-type: none"> a. The Contractor shall file FICA and federal income tax withholdings using the appropriate IRS form in the aggregate using the Contractor's separate FEIN for all individuals the Contractor represents and shall maintain a copy of the form and supporting documentation on file. b. The Contractor shall deposit FICA and federal income tax withholdings in the aggregate for all individuals the Contractor represents and shall maintain a copy of the form and supporting documentation on file. The Contractor shall deposit, monitor the deposit, and maintain copies of the documentation for FICA and federal income tax withholdings in accordance with IRS rules. c. The Contractor shall file FUTA withholdings using the appropriate IRS form annually in the aggregate using the individualized FEIN for all individuals the Contractor represents and shall maintain a copy of the form and supporting documentations on file. d. The Contractor shall deposit FUTA and federal income tax withholding in the aggregate for all individuals the Contractor represents and shall maintain a copy of the form and supporting documentation on file. The Contractor shall deposit, monitor the deposit, and maintain copies of the documentation for FUTA and federal income tax withholdings in accordance with IRS rules. 2. Required State Income Tax and Withholdings <p>The Contractor shall remit state income tax withholdings for all individuals the Contractor</p> 		<p>(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 terminating the contract.</p>

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<p>represents as required by State of Arkansas regulations and shall maintain documentation on file.</p> <p>F. The Contractor shall register individuals with the State of Arkansas Secretary of State as employers and obtain each individual's state income tax registration number for income tax filing and payment purposes. The Contractor shall maintain documentation of the tax filings and payments in the individual's file.</p> <p>1. The Contractor shall retire an individual's state income tax registration number when the individual is no longer an employer (i.e., decides to no longer participate in the self-directed service model) and document such in the individual's file.</p> <p>G. For Employees who reside outside of the state, the Contractor shall file and deposit out-of-state income tax withholdings, as required by the applicable state or requested by the Employee. The Contractor shall maintain documentation of such in the individual's file.</p> <p>H. The Contractor shall file locality taxes related to employment and maintain documentation of such in the individual's file.</p> <p>I. The Contractor shall manage the application of all garnishments, levies, and liens on Employee's payroll checks in an accurate and timely manner and maintain documentation of such in the individual's file.</p> <p>J. The Contractor shall pay Beneficiary/Employer's Employees within the time period required by the Department of Labor and maintain documentation as such.</p> <p>1. A lump sum amount will be dispersed prospectively once a month to the contractor for all active clients; however, the Contractor shall make payments by EFT on a bi-weekly basis based on the CEP. The Contractor shall make a remittance (check stub) available by mail or by the Contractor's website/portal accessible to the Employee.</p>		

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<p>K. Contractor must return any unused funds from Beneficiary budgets to Medicaid within forty-five (45) calendar days of Beneficiaries' disenrollment from services. Unused funds must be returned via electronic means and as specified by DHS.</p> <p>L. The Contractor shall process wage information and garnishment requests from federal and state agencies as well as other qualified entities and maintain documentation of such in the Employee's file. These requests are intermittently made for scenarios such as FOI requests, purchasing of a home, unemployment benefits, and/or wage garnishments.</p> <p>M. The Contractor shall assist individuals in completing any requests for information from federal agencies, state agencies, or other qualified entities. Documentation of assistance shall be maintained in the individual's file.</p> <p>N. The Contractor shall develop a process for identifying and resolving discrepancies to ensure accurate payment to the Employee in the scheduled time period, errors or omissions in timesheets, including instances when an Employee fails to submit a time for greater than two (2) pay periods. The Contractor shall provide monthly reporting to state agency detailing each Employee and the Beneficiary/Employer for whom they provide services that have not submitted time in four (4) pay periods without resolution. The reporting must note whether the Employee is listed as the backup worker or a primary care provider.</p> <p>O. The Contractor shall timely resolve discrepancies in time submissions for purposes of paying Employees and generating claims for submission. For purposes of this section, "timely" means that the Contractor shall initiate action and shall make all reasonable efforts to resolve such discrepancies within the current payroll processing period during which payment to the Employee should be processed.</p> <p>P. The Contractor shall develop and implement a process for immediately, within twenty-four (24) hours of time submission, notifying the Beneficiary/Employer and Employee when there</p>		

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<p>is a discrepancy in time reporting and provide detailed instructions on how to resolve the discrepancy. The Contractor must maintain timely communication with Beneficiary/Employer and Employee when a discrepancy cannot be resolved, and the Employee shall not be reimbursed for services delivered and submitted in Timekeeping System.</p> <p>Q. The Contractor must facilitate resolution of any disputes regarding payment to Employee for services rendered.</p> <p>R. The Contractor must develop and implement policies and processes for monitoring and reporting fraud, waste, and abuse of any funds relating to Medicaid services.</p>		
<p>YEAR END TAX PROCESSING REQUIREMENTS</p> <p>A. The Contractor shall refund the over-collected Employee share of FICA withholdings to the applicable Employee in accordance with IRS requirements and shall maintain documentation of such on file. The Contractor shall return any employer FICA surplus to DHS.</p> <p>B. The Contractor shall prepare, file, and distribute IRS Form W-2, <i>Wage and Tax Statement</i>, for individuals' Employees pursuant to IRS instructions to agents for electronic filing when processing 250 or more IRS Form W-2s by January 31st of each year.</p> <p>C. The Contractor shall prepare, file, and distribute IRS Form W-3, <i>Transmittal of Wage and Tax Statement</i>, in the aggregate for all individuals the Contractor represents, pursuant to IRS instructions and must maintain documentation of such on file.</p> <p>D. The Contractor shall be responsible for errors in tax processing and/or refunds.</p>	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of 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 terminating the contract.</p>

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<p>CUSTOMER SERVICE REQUIREMENTS</p> <p>A. The Contractor shall provide all necessary services to support the activities carried out by the Contractor and its subcontractors, including without limitation:</p> <ol style="list-style-type: none"> 1. A toll-free phone number and adequate staff to respond to Beneficiaries/Employers and/or Employees with hours of operation Monday through Friday from 8:00a.m. to 5:00p.m. Central Standard Time (CST); 2. During times when the office is closed, a voice message system must be used. Calls left on the voice message system or requiring a call back must be answered within one (1) business day, excluding holidays. The Contractor must provide a list of calls not returned within one (1) business day; the listing must include an explanation for each call not returned. 3. A landline or electronic fax number; 4. A website with information regarding the Contractor's services, customer support information, and available hours 5. Internet/email communications; 6. Ability to provide all translation and interpreter services including but not limited to the following: American Sign Language (ASL), Spanish and services for persons with Limited English Proficiency. In addition, provide accessible formatting to individuals with disabilities including but not limited to large print, disk, and Braille; 7. A method for receiving, returning, recording, tracking, listening to, storing, and auditing all calls and all emails from Beneficiary/Employer, Employees, DHS primary contacts or designated contacts during and after extended business hours. The Contractor must return calls within one (1) business day. 8. The Contractor must provide a full-time equivalent employee to serve as the Customer Service Manager. The employee shall manage the entire customer service operation including the direction and 	<p>Acceptable Performance for answer speed is ten (10) to forty (40) seconds.</p> <p>Acceptable performance for abandoned call rate is five percent (5%) or less.</p> <p>Acceptable performance for duration of calls is eight (8) minutes or less.</p> <p>Acceptable performance for hold times is two (2) minutes or less for ninety-five (95%) of all incoming calls.</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 terminating the contract.</p>

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<p>management of customer service staff. In addition, the Customer Service Manager shall be a core part of ensuring customer service needs are met. DHS reserves the right to request changes in Contractor's personnel to the extent that the personnel are associated with administering Medicaid's Self-Directed Program.</p> <p>9. Tracking of all calls by type, including the following without limitation, and presented using a real-time dashboard:</p> <ul style="list-style-type: none"> • Answer Speed • Hold Time • Talk Time • Dropped Calls • Budget • Contact Update • Enrollment • Form • Status/Request • Other • Payment • Status Change • Timesheet <p>10. The Contractor must develop a software method for notifications and for receiving, responding to, and tracking complaints as well as Office of Medicaid Inspector General (OMIG) and the Arkansas Attorney General's Medicaid Fraud Control Unit fraud cases</p> <p>11. A software method for receiving, responding to, and tracking complaints and grievances from Beneficiaries/Employers, Employees, DHS primary contacts or designated contacts by the end of the next business day;</p> <ol style="list-style-type: none"> a. The Contractor shall make current information on complaints and dispute resolution available through an online system for the State, DHS, and designees review at any time. b. The Contractor shall notify DHS immediately upon becoming aware of a dispute situation that is not housed in the online system. c. The Contractor shall provide training to the DHS primary contacts or designated contacts, families, and Beneficiary/Employer based on issues/trends that arise from data 		

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<p>found in the customer service tracking report. DHS will direct all questions received from individuals, Beneficiary/Employers, and from the Employees to the Contractor.</p> <p>d. The Contractor shall make a report that documents the tracking of complaints and/or grievances including the action taken available in monthly reporting or within one (1) business day upon request by the State, DHS, and/or designees.</p> <p>e. The Contractor's system must provide a minimum of 256-bit encryption.</p> <p>f. The Contractor's system shall comply with all applicable federal and state laws and regulations.</p> <p>12. A method for receiving, responding to, and tracking call statistics including, but not limited to, call volume, average call times, and hold times. On a monthly basis and upon request within a given quarter, the Contractor shall make a report that documents the tracking of these call statistics available to the State, DHS, and designees.</p> <p>13. Quality assurance methods that monitor all aspects of customer service, including without limitation, Enrollment Team members' performance;</p> <p>14. Initial and continuous customer service training for Contractor's staff/personnel; and</p> <p>15. Orientation and skills training on using the Contractor's automated interface system for Beneficiary/Employers and DHS contacts.</p> <p>16. Contractor must incorporate a survey, approved by DHS, to monitor satisfaction of beneficiaries.</p> <p>B. The Contractor's personnel must be trained in the philosophy of individual direction and must be culturally sensitive in all business practices in order to communicate effectively with a diverse population of individuals of all ages and with a wide variety of needs, disabilities, and chronic conditions.</p>		

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<p>C. The Contractor shall provide an outreach and education program to raise awareness about Self-Direction with potential Beneficiaries/Employers with the goal of increasing program participation. The Contractor shall demonstrate the growth of program participation.</p> <p>D. The Contractor shall actively participate in coordinating a Self-Directed Advisory Panel. This requirement shall include without limitation identifying Beneficiaries, Employers, Employees , DHS representatives, and any additional resources deemed necessary to provide input on best practices, issues, areas of improvement, and acceptable standards of the program. Such panel shall include, at minimum:</p> <ul style="list-style-type: none"> a. Four (4) Beneficiaries or the Employer from the current 1915(j) waiver and at least one participant from the current 1915 (c) ARChoices waiver b. Two (2) family members of Beneficiaries currently receiving self-directed services through 1915(j) waiver program c. Two (2) Employees currently providing self-directed services through Arkansas' 1915(j) waiver program. d. Two (2) representatives from DHS <p>E. The panel shall meet quarterly or as approved by DHS, with the purpose of providing the Contractor with feedback on self-directed services in Arkansas and the Contractor's operations. Meetings and minutes must be recorded and provided to DHS/DPSQ within forty-eight (48) hours after the meeting is concluded. Meetings may be held in person, by video conference or other means as approved by DHS.</p> <p>F. Contractor must provide real-time dashboard for industry standard call center metrics, to include, but not limited to:</p> <ul style="list-style-type: none"> • Average Answer Speed • Average Abandoned Call Rate • Average Duration of Call • Average Handle time • First Call Resolution Average • Call Volumes • Call Types 		
EDUCATION AND OUTREACH MATERIALS	Acceptable	1st Incident: A Corrective

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<p>The Contractor must submit all educational and outreach materials relating to the Program and/or self-directed services in Arkansas to DHS, in the format requested by DHS, for approval prior to use. DHS will review the submitted educational and outreach materials and either approve or deny them within fifteen (15) calendar days from the date of submission. If DHS does not approve the materials, the Contractor, as applicable, may provide written comments, and resubmit the materials. No educational or outreach materials shall be utilized until receipt of written approval from DHS. Prior to modifying any approved educational or outreach materials, the Contractor shall submit for written approval from DHS, a detailed description of the proposed modification. DHS reserves the right to notify the Contractor to discontinue or modify educational or outreach materials after approval.</p> <p>A. Materials</p> <ol style="list-style-type: none"> 1. All communications and materials must be compliant with the Americans with Disabilities Act, including Section 508 compliance, accessibility, and access to alternate formats. 2. All materials shall be in plain language in a manner and format that may be easily understood and written at a fifth grade reading level or lower using at least twelve (12) point font. All material must be readily accessible. 3. The Contractor shall provide materials for various audiences and purposes. DHS reserves the right to request specific materials and information. 4. The Contractor shall not suggest or imply in advertising or marketing materials that goods or services are endorsed by the state agency. All advertising and marketing materials must be approved by DHS, prior to use. 5. The Contractor shall not include The Seal of the State of Arkansas on any written materials, including but not limited to educational materials, without the written approval by the state agency, as applicable. The Contractor's program and marketing materials shall not mislead, confuse, or defraud Beneficiaries or the State. 6. The Contractor shall ensure that all Beneficiary materials, including educational and outreach 	<p>performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of contract.</p>	<p>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 terminating the contract.</p>

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<p>materials, meet the following specifications:</p> <ol style="list-style-type: none"> a. Articles and/or informational material included in written materials such as newsletters, brochures, etc. shall be approved in writing by the state agency. b. The Contractor may also provide required Beneficiary materials/information electronically. <ul style="list-style-type: none"> • The material/information must be placed on the Contractor's website in a location that is prominent and readily accessible for Beneficiaries and potential Beneficiaries to link to from Contractor's home page; • The material/information must be provided in a format that can be electronically saved and printed; and • If an individual requests that the Contractor mail them a copy of the material/information, the Contractor must mail, free of charge, the material/information to them within five (5) business days of that request. <p>7. All written program materials shall inform enrollees and potential enrollees how to obtain materials in alternative formats and how to access oral interpretation services and that both alternative formats and interpretation services are available at no expense to the individual or state agency. This information shall be considered a vital document and shall be available at a minimum in the prominent language of the Beneficiary/Employer.</p> <p>8. All written program materials shall ensure effective communication and be made available in alternative formats at the request of the Beneficiary, potential Beneficiary, or Surrogate Employer in an appropriate manner that takes into consideration the special needs of the individual with disabilities or limited English proficiency. These alternative formats shall be free of charge to the individual. Alternative formats may include but are not limited to: Auxiliary aids or services, such as Braille, large print, and audio; American Sign Language interpretation, written translations, and language assistance services, and shall be based on the needs of the individual.</p> <p>B. Distribution of Information The Contractor shall distribute program</p>		

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<p>materials as required by the state agency. The program material information shall be provided to individuals. The Contractor must:</p> <ol style="list-style-type: none"> 1. Mail a printed copy of the information to the Beneficiary's or potential Beneficiary's mailing address; 2. Provide the information by email after obtaining the Beneficiary's or potential Beneficiary's agreement to receive the information by email; 3. Post the information on its website and advises the Beneficiary or potential Beneficiary in paper or electronic form that the information is available on the Internet and includes the applicable Internet address, if individuals with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or 4. Provide the information by any other method that can reasonably be expected to result in the Beneficiary or potential Beneficiary receiving that information. 5. The Contractor shall provide written notice to Beneficiary/Employers of any changes in policies or procedures described in written materials previously sent to Beneficiary/Employers at least thirty (30) calendar days before the effective date of the change. <p>C. The Contractor shall ensure that all written materials regarding the Self-Directed Program comply with any applicable federal and state laws and regulations.</p>		
<p>FRAUD, WASTE, AND ABUSE COMPLIANCE PLAN</p> <p>A. The Contractor shall develop and implement a fraud, waste, and abuse compliance plan for ensuring protections against actual or potential fraud and abuse. The detailed fraud, waste, and abuse compliance plan shall define how the Contractor must adequately identify, and report suspected fraud, waste, and abuse by Beneficiaries, Employers, and Employees. The Contractor's fraud, waste, and abuse compliance plan shall address, at a minimum, the following requirements:</p> <ol style="list-style-type: none"> 1. The Contractor shall develop written policies, 	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of 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</p>

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<p>procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable federal and state standards for the identification and reporting of incidents of potential fraud and abuse by Beneficiaries, Employers, Employees, and the Contractor and the Contractor's staff.</p> <p>2. The Contractor shall establish effective program integrity training and education for Beneficiaries, Employers, and Employees.</p> <p>3. The Contractor shall establish effective lines of communication with its Beneficiaries, Employers, and Employees to ensure compliance with program integrity standards.</p> <p>4. The Contractor shall enforce program integrity standards through well-publicized disciplinary guidelines.</p> <p>5. The Contractor shall provide information and a procedure for Beneficiaries, Employers, and Employees to report incidents of potential or actual fraud and abuse to the Contractor and to the state agency, in a manner and format required by the state agency.</p> <p>6. The Contractor 's fraud and abuse compliance plan shall include provisions for corrective action initiatives.</p> <p>7. The Contractor 's, subcontractor's, agents', and alike fraud and abuse compliance plan shall include provisions for cooperating with all fraud and abuse investigation efforts by Office of Medicaid Inspector General (OMIG), Attorney General's Medicaid Fraud Control Unit (MFCU), the state agency, and/or other state and federal offices.</p> <p>B. The Contractor shall provide a final copy of the Compliance Plan as part of the Readiness Review and continue to provide updated plan to the state agency on a yearly basis. The state agency will provide notice of approval, denial, or modification of the fraud and abuse compliance plan to the Contractor. Upon response from the state agency, the Contractor shall update the Compliance Plan within fourteen (14) calendar days, if applicable.</p> <p>C. The Contractor shall report any concerns</p>		<p>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 terminating the contract.</p>

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<p>regarding health, safety and welfare and the Beneficiaries' ability to participate in self-direction to the state agency, as well as concerns regarding Surrogate Employers.</p> <p>D. <u>Responding to Critical Incidents and Reportable Events:</u> The Contractor, employees, agents, subcontractors, and those alike must report all Critical Incidents occurring to any Beneficiary in a Self-Directed HCBS Program to the state agency within twenty-four (24) hours of witnessing or discovering such incident and must also report such events to Adult Protective Services (APS), Child Protective Services (CPS), or law enforcement in accordance with federal and state laws and regulations.</p> <p>1. Critical Incidents shall include, but not be limited to, the following incidents when they occur in an HCBS delivery setting to Self-Direction Management Service Beneficiary:</p> <ul style="list-style-type: none"> a. Any unexpected death of a Self-Direction Management Service Beneficiary, regardless of whether the death occurs during the provision of HCBS; b. Suspected physical or mental abuse of a Self-Direction Management Service Beneficiary; c. Theft against a Self-Direction Management Service Beneficiary; d. Financial exploitation of a Self-Direction Management Service Beneficiary; e. Severe injury sustained by a Self-Direction Management Service Beneficiary; f. Medication error involving a Self-Direction Management Service Beneficiary; g. Sexual abuse and/or suspected abuse and neglect of a Self-Direction Management Service Beneficiary; and h. Abuse and neglect and/or suspected abuse and neglect of a Self-Direction Management Service Beneficiary. <p>2. The Contractor must report all Reportable Events, as those events are specified in the Contractor Risk Agreement, occurring to any Self-Direction Management Service Beneficiary within the timeframes specified within the Contractor Risk Agreement upon witnessing or discovering such events, and shall also report such events to Adult Protective Service (APS), Child Protective Services (CPS), or law</p>		

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<p>enforcement in accordance with federal and state laws and regulations.</p> <p>3. The Contractor shall respond to allegations of Critical Incidents and Reportable Events after reporting as follows:</p> <p>a. If the allegation is in reference to an Employee, the Contractor shall contact the Beneficiary/Employer to determine whether the Beneficiary/Employer chooses to remove the Employee during the course of the investigation. The Contractor shall notify the state agency regarding the Beneficiary/Employer's decision. If the Beneficiary needs a new Employee, the Contractor's Enrollment Team shall support the Beneficiary/Employer, if requested, in helping the Beneficiary/Employer enroll a suitable replacement Employee.</p> <p>b. If the allegation is in reference to a Beneficiary's Surrogate Employer, the Contractor must contact the Beneficiary to determine whether the Beneficiary chooses to appoint a new Employer during the investigation. The Contractor must notify the state agency regarding the Beneficiary's decision. If the Beneficiary needs a new Employer, the Contractor's Enrollment Team must support the Beneficiary in enrolling a new Employer with updated Employee paperwork, as applicable.</p> <p>c. In the event a Surrogate Employer (Employer of Record/EOR) of a Beneficiary is alleged to have committed abuse, neglect, or exploitation against the Beneficiary, the Contractor shall immediately remove the EOR from his or her EOR capacity during the investigation. During such removal, the Beneficiary's participation in Program shall be suspended. During the suspension, the Contractor must work with the Beneficiary to identify a replacement EOR. If a replacement EOR cannot be identified within ten (10) business days, the Beneficiary shall be disenrolled from Self-Direction Management Services and transitioned to agency services. If the investigation concludes the allegations against the</p>		

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<p>EOR are unsubstantiated, both the Beneficiary's and the EOR's participation in the Program shall be reinstated. However, if the allegations against the EOR are substantiated, the Contractor must work with the Beneficiary to identify a replacement EOR. If a replacement EOR cannot be identified within ten (10) business days from completion of the investigation, the Beneficiary shall be disenrolled from Self-Direction Management Services and transitioned to agency services.</p> <p>d. As the Employer of Record, the Beneficiary/Employer shall ultimately determine the appropriate corrective action(s) for the Employee, including when such actions relate to an Employee who is responsible for a Critical Incident or Reportable Event against the Beneficiary. However, the Contractor or state agency may offer recommendations and/or assistance to the Beneficiary/Employer in making the determination for corrective action, if requested by the Beneficiary/Employer.</p> <p>4. The Contractor must report corrective actions determined by the Beneficiary/Employer to the State Agency. If a critical incident or reportable event allegations are substantiated against an EOR or Employee because of an investigation, the EOR or Employee shall no longer be allowed to participate in the Program. Further, the Contractor must notify the state agency within forty-eight (48) hours of a person being found on any abuse registry. If the investigation is unsubstantiated, the Beneficiary/Employer may elect to retain the Employee, or the Beneficiary may elect to retain the EOR.</p> <p>5. DHS, with appropriate assistance from the Contractor, may initiate action to involuntarily disenroll the Beneficiary from the Program at any time the state agency determines that the Beneficiary/Employer's decisions or actions contributed to fraud or an incident/event that constitute unreasonable risk such that the Beneficiary's needs can no longer be safely and effectively met in the community while participating in the Program, including a Beneficiary/Employer's decision to retain an</p>		

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Employee either during or after an investigation when such Employee is alleged to have committed a Critical Incident or Reportable Event, as applicable, and retaining such an Employee poses a risk to the Beneficiary's health and safety.		
<p>RECORD MANAGEMENT PROCESS AND MISCELLANEOUS REQUIREMENTS</p> <p>A. The Contractor shall establish an identification system that provides active Beneficiaries enrolled in the self-direction model a unique identifier for self-direction purposes. Contractor's identification system must protect all Protected Health Information (PHI).</p> <p>B. The Contractor shall establish and maintain current and archived Beneficiary/Employer, Employee, and Contractor files in a secure and confidential electronic manner as required by federal and state laws and regulations (i.e., meet any applicable Health Insurance Portability and Accountability Act (HIPAA) requirements). Contractor must capture all interactions between the Contractor, Program Participants, and employees. Prior to award, the Contractor must complete and sign a Business Associate Agreement (BAA) and provide specifications for security standards and storage of electronic documentation.</p> <p>C. The Contractor shall have an approved Continuity of Operations Plan (COOP) in place for restoring software and master files, and hardware backup in the event management information systems are disabled to ensure the payroll and payment systems remain intact.</p> <p>1. The Contractor's COOP shall contain, without limitation, contingency plans for:</p> <ul style="list-style-type: none"> • pandemics • natural disaster • fire • data storage and recovery <p>2. The Contractor must perform annual testing and updating of the disaster recovery plan and all COOP activities. The plans must be reviewed and approved by DPSQA.</p> <p>3. The Contractor shall provide documented results annual testing to DPSQA by July 1st of each year. Documented result must include</p>	Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of 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 terminating the contract.</p>

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<p>any shortcomings and/or enhancements made to maintain the contract requirements. The plans must be reviewed and approved by DPSQA.</p> <p>4. In the event of a disaster affecting file maintenance, the Contractor shall perform disaster recovery for electronic and hard copy files according to the proposed disaster recovery plan. All recovery efforts shall be documented and reported to DHS within two (2) weeks following the event.</p> <p>D. <u>Requirements for Staying Current with Federal and State Rules and Regulations Regarding Contractor Fiscal/Employer Agents and Household Employers</u></p> <p>1. The Contractor shall review the following and ensure the Contractor's website is updated with the latest forms and all are accessible to DHS, individuals, and Employees at all times:</p> <ul style="list-style-type: none"> a. All IRS forms, instructions, notices, and publications related to Contractor Fiscal Employer Agents, individuals, and Employees and preparing, filing, and depositing federal taxes on behalf of individuals the Contractor represents. b. All applicable US Citizenship and Immigration Services (USCIS) rules, forms (i.e., IRS Form I-9, <i>Employment Eligibility Verification</i>), and instructions. c. All applicable federal Department of Labor rules, forms, and instructions related to individuals and Employees pertaining to the Federal Fair Labor Standards Wage and Hour Rules. <p>2. The Contractor shall review all state income tax withholdings, instructions, and manuals related to Contractor Fiscal Employer Agents, Beneficiary/Employers, and Employees. The Contractor shall prepare, file, and deposit state taxes on behalf of individuals the Contractor represents.</p> <p>3. The Contractor shall follow and stay current with state worker's compensation insurance laws and mandatory disability laws pertaining to individuals who hire personal care and other support services workers.</p>		

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<p>4. The Contractor shall document and report, at least quarterly, all activities relating to “Contractor Fiscal/Employer Agents and Household Employers.</p> <p>E. The Contractor shall provide reports and recommendations for improvements to the Self-Direction program at DHS' request.</p>		
<p>ELECTRONIC VISIT VERIFICATION All self-directed Employees must enroll with Arkansas Medicaid to bill for personal care and attendant care services. Once the Employee is enrolled, a provider number, also known as a PIN (personal identification number) will be provided to the Employee. More information about enrolling as a Medicaid provider and EVV refer to Link for additional information).</p> <p>A. The contractor’s solution must integrate with the State of Arkansas Electronic Visit Verification (EVV) system in order to meet the Section 12006(a) of the 21st Century Cures Act mandate that states implement EVV for all Medicaid personal care services (PCS) and home health services (HHCS) that require an in-home visit by a provider. This applies to PCS provided under sections 1905(a)(24), 1915(c), 1915(l), 1915(j), 1915(k), and Section 1115; and HHCS provided under 1905(a)(7) of the Social Security Act or a waiver. System certification is required for use of a third-party EVV system. The Contractor must follow the Arkansas DHS Electronic Visit Verification (EVV) Third-Party System Certification Process and Checklist as provided in Attachment L.</p> <p>B. Considering the nature of the Self-Direction program, the employer of the personal care aid is the beneficiary, who has no ability to hire an EVV vendor to meet CMS requirements for EVV. As the fiscal intermediary, the Contractor must present a solution utilizing a third-party vendor that integrates with the states EVV solution and is fully CMS EVV compliant, meets all CMS KPI reporting.</p> <p>C. The solution must integrate their financial system to the state’s EVV system and issue the payment in compliance with federal and state laws and regulations. The Contractor must present a solution to the state how to successfully integrate with the state’s EVV system in a timely manner to lower the risk of</p>	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of contract.</p> <p>1. Within ninety (90) calendar days from the contract effective date, the Vendor shall have in place an Electronic Visit Verification (EVV) system configured to communicate with the DHS Third Party Aggregator.</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 terminating the contract.</p>

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<p>federal penalties.</p> <p>D. The solution must integrate with the state DSS system for all EVV visits and claims data for auditing and program oversight.</p> <p>E. The contractor must work with the state and the state's EVV vendor to implement a solution that not only meets the 21st Century Cures Act but also utilizes where applicable the state's existing solutions and interfaces with the states EVV and related systems (such as the MMIS) as appropriate. The solution is to be minimally burdensome to the self-directed program, its members, and caregivers.</p> <p>F. The Contractor's EVV system must comply with Section 12006 of the 21st Century Cures Act and enact all operational readiness and create all key performance indicators as designed and required by CMS. See link for details https://www.medicaid.gov/medicaid/datasystems/outcomes-based-certification/electronic-visit-verificationcertification/index.html</p> <p>G. The Contractor's EVV solution must be configured to interface with the state AuthentiCare solution per the interface specifications provided at the following link: https://humanservices.arkansas.gov/divisions-shared-services/medical-services/evv-info/</p> <p>H. The Contractor's EVV system must integrate with the Contractor's financial management system if not built in as part of the system. The Contractor shall understand and agree that the Contractor's EVV system must be approved by DHS/DPSQA prior to the Readiness Review as described above.</p> <p>I. In addition, the Contractor's EVV system must be in compliance with the 21st Century Cures Act and must capture, at a minimum, the following elements:</p> <ul style="list-style-type: none"> • The type of service performed; • The individual receiving the service; • The Employee providing the service; • The date the service was provided; • The location of service delivery; and • The time the service begins and ends <p>J. The Contractor's EVV system must also:</p>		

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<ol style="list-style-type: none"> 1. Configure the system with the following rules: <ul style="list-style-type: none"> • Scheduling is not mandatory • English and Spanish languages must be available • Check in and out must be available via mobile and Interactive Voice Response (IVR) landlines • Geo Fence must be set at 1/8 of a mile • Early visit threshold must be set at 7 minutes • Last visit threshold must be set at 7 minutes • Missed visit threshold must be set at 30 minutes • Unit calculation must follow DHS guidelines, as specified in the Medicaid Policy Manuals, Section 262.220 (Link) and Section 262.312 (Link). 2. Be configurable to support multiple programs or services which have different policies, procedures, and business rules, all of which are subject to change during the contract period; 3. Receive information in both batch and individual transmissions such as daily reporting, file sharing, and secure communications 4. Be designed for integration with service documentation to avoid duplication of effort and expenditures; 5. Support manual visit verification in instances where the electronic verification data is not captured, but the service was otherwise provided. Beneficiary/Employers must attest that the services were rendered and the reason for manual verification; 6. Have the capability of collecting and storing data on a mobile device to be uploaded to the system at a later time when connectivity is unavailable or intermittently unavailable; 7. Accommodate limited or no internet access to record information where services are provided such as collecting and storing data on a mobile device to be uploaded to the system at a later time when connectivity is unavailable or intermittently unavailable; 		

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<p>8. Make it easy to retroactively adjust shift start or end times and not result in lengthy payment delays when mistakes happen and facilitate efficient communication for problem solving when mistakes occur;</p> <p>9. Avoid rigid scheduling rules, allowing Beneficiary/Employers to schedule their Employees as they choose, including making frequent schedule changes. Scheduling must occur only between the Beneficiary/Employers and their Employees; and</p> <p>10. Be user-friendly and intuitive to use.</p> <p>11. Be compliant with HIPAA Security Rules (i.e., HIPPP, HITECH, SOC 2 Type II, PCI, or comparable standards for security of protected health information (PHI)).</p> <p>12. The Contractor may subcontract with a third party to provide EVV services. The third party EVV contractor must comply with all applicable federal and state laws and regulations. If the selected vendor, application, or solution uses cloud technology, it shall be located within the continental United States. All servers and data will be located on United States soil.</p> <p>13. The Contractor must provide training to employees, clients, and requested audiences for components, processes, and functions of the EVV system.</p> <p>14. The Contractor shall understand and agree that the Contractor's EVV system must be approved by DHS prior to the Readiness Review, as described above.</p>		
<p>FINANCIAL MANAGEMENT SYSTEM</p> <p>A. Contractor shall provide an information management system capable of storing and transmitting all data necessary for full implementation of financial management services under this contract.</p> <p>B. Contractor's information system must be configurable to interface with the Arkansas Medicaid Management System (MMIS) per the interface specifications provided in <i>Appendix 4: MMIS Interface Requirements</i>. <u>There is no Prior Authorization request for self-direction.</u></p>	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration 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</p>

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<p><u>Arkansas self-directed budgets are established to pay out through MMIS monthly, based on the number of days in a month and a Beneficiary/Employer's budget allowance.</u></p> <p>C. Contractor's information system must be accessible to state agency via a web-based portal, or comparable mechanism, for the purposes of viewing dashboards, retrieving required reports and other data.</p> <p>D. The Contractor's information system shall comply with all applicable federal and state laws and regulations.</p>	<p>contract.</p>	<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 terminating the contract.</p>
<p>SYSTEM SECURITY REQUIREMENTS</p> <p>A. The Contractor, subcontractors, agents, and alike must provide all services to DHS/DPSQA and its end users solely from locations in the United States. Storage of all state agency data, including data at rest, must reside within the United States. Contractor's system must ensure that state agency data is only accessible from within the United States.</p> <p>B. The Contractor's system must provide encryption that meets a minimum of 256-bit encryption.</p> <p>C. The Contractor shall provide results of a certified third-party audit prior to implementation of the Contractor's system, and on a yearly basis thereafter, that the Contractor's system and/or environment are compliant with HIPAA Security Rules (i.e., HIPAA, HITECH, SOC 2 Type II, PCI, MARS-E or comparable standards for security of protected health information (PHI)). The Contractor's audit must include a risk analysis to identify potential risks as well as compliance with security requirements sufficient to assist DHS in their risk management obligations. DHS may require audits as deemed necessary.</p> <p>D. The Contractor must collaborate with DHS to ensure the Contractor's system complies with the</p>	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of 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</p>

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<p>DHS's operating regulations regarding security maintenance information.</p> <p>E. The Contractor's solution must retain data in accordance with federal and state laws and regulations, including but not limited to data retention.</p> <p>F. The Contractor shall be required to maintain full system backups for thirty (30) calendar days on hourly or daily intervals as defined by DHS guidelines for the purpose of restoring the Contractor's system to a historic state.</p> <p>G. The Contractor shall provide a comprehensive description of the user access security roles supported by the system.</p> <p>H. The Contractor's system must restrict access according to data context such as a case, status, or location based on user's access role.</p> <p>I. The Contractor shall adhere to recognized best practices during the execution of the scope of work including the latest version of the National Institutes of Standards (NIST) Special Publication (SP) 800 series, at a minimum, related to security, interconnection of systems, risk management, security planning, and cloud environments.</p> <p>J. The Contractor shall provide a system security plan sufficient to safeguard all information regarding to providers, applicants, and beneficiaries.</p> <ol style="list-style-type: none"> 1. The Contractor's system security plan must include technical, operational, and administrative safeguard procedures and compensating controls of applicant's personally identifiable information (PII) and PHI according to HIPAA Security Rule. 2. The Contractor's system security plan must cover all access vectors including local, remote, and physical access to the facility, including transmission lines, where the Contractor's system resides. 3. The Contractor must receive approval of the security plan by the state agency prior to the Readiness Review. <p>K. The Contractor's system must verify that a person or entity seeking access to electronic</p>		<p>Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>protected health information (ePHI) is the one claimed.</p> <p>L. The Contractor's system must support workforce security awareness through such methods as security reminders (at log on or screen access), training reminders, online training capabilities, and training tracking.</p> <p>M. The Contractor's system must alert DHS of potential violations of privacy safeguards, such as inappropriate access to confidential information.</p> <p>N. The Contractor's system must provide user account access authorization following the concept of least privilege, allowing users access to only the information that is necessary to accomplish assigned tasks in accordance with business functions.</p> <p>O. The Contractor's system must provide a public-facing portal that allows individuals to create accounts with a secured log in.</p> <p>P. The Contractor's system must enforce a sufficient level of authentication/identification against fraudulent transmission and imitative communication deceptions by validating the transmission, message, station, or individual. The Contractor must provide the State, DHS, and designees, at their request, with reporting that demonstrates compliance with all necessary system security requirements.</p> <p>Q. The Contractor shall provide a DHS/DPSQA approved anti-virus and anti-malware software. The Contractor shall ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the antivirus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings. DHS/DPSQA reserves the right to require further system security requirements to comply with any changes in federal or state laws, rules, and regulations.</p> <p>R. The Contractor's system must not rely on Microsoft Internet Explorer in any manner, or for any functionality. DHS recommends Google</p>		

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Chrome, Microsoft Edge, and Apple Safari.		
<p>SERVICE LEVEL REQUIREMENT</p> <p>A. The Contractor's system must be available and accessible to users twenty-four (24) hours per day, seven (7) days per week, except for authorized scheduled system maintenance. Any scheduled maintenance times must be mutually agreed upon by the Contractor and DHS.</p> <ol style="list-style-type: none"> 1. The Contractor's system must be available from 6:00a.m. to 12:00a.m., Central Standard Time (CST), with a ninety-nine- and one-half percent (99.5%) availability. 2. The Contractor's system must be available from 12:01a.m. to 5:59a.m. CST with a ninety-five percent (95%) availability. 3. The Contractor must develop a tentative schedule of maintenance that includes all downtime for each month. <p>B. The Contractor's system must provide disaster recovery capability that ensures the recovery time objectives (RTO) of no more than twenty-four (24) hours, and the recovery point objective (RPO) of no more than twelve (12) hours. Disaster recovery testing shall take place at mutually agreed upon time(s), depending upon system architecture.</p> <p>C. The Contractor shall assume all responsibility for the maintenance of the computing platform, operating system, network configuration, and application software, per MARS-E security standards.</p> <p>D. The Contractor shall provide bug fixes, routine security upgrades, and features that were developed for other customers or are part of the software Contractor's roadmap to be delivered, at no additional cost to the state agency, per MARS-E security standards.</p> <p>E. The Contractor shall establish and support all interfaces identified by DHS, including but not limited to: (1) the state agency's EVV aggregator(s) and (2) state agency's Medicaid claims and management system (MMIS). This includes the Contractor working with Arkansas Medicaid to solidify an automated method for reimbursing State Medicaid individual unused funds, per MARS-E security standards.</p>	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of 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 terminating the contract.</p>

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<p>F. The Contractor shall provide data transmission acknowledgements that includes errors encountered during processing, error mitigations, and other DHS requests for all interface processing.</p> <p>G. The Contractor shall lead, manage, and coordinate the implementation of all interfaces with all parties.</p> <p>H. The Contractor shall submit an interface plan to DHS within forty-five (45) calendar days from the contract effective date that includes identification of interfaces and other information exchanged with other systems including frequency, file layouts, and transfer methods. The Contractor shall submit a draft interface plan containing the format and content, for DHS's review, throughout the discussion and development of interfaces.</p> <ol style="list-style-type: none"> 1. Within ten (10) business days after receipt of the interface plan, DHS will have the sole right to approve or reject, in whole or in part, the Contractor's interface plan. DHS reserves the right to require the Contractor to modify the plan to accomplish the objectives and fulfill the needs of the state agency. 2. The Contractor shall make any such changes and submit a revision to the plan within ten (10) business days following the receipt of the requested changes. <p>I. The Contractor's system must support secure interfaces according to applicable law, regulation, and industry best practices.</p> <p>J. The Contractor shall assume responsibility for testing all interfaces, including coordination, collection, and reporting of test results, and remediation of problems. Prior to implementation, the Contractor shall provide a demonstration to DHS as evidence of testing between modules and interfaces, to include standards.</p>		
<p>REQUIREMENTS FOR PREPARING AND SUBMITTING REPORTS</p> <p>A. Upon request by DHS/DPSQA, the Contractor shall provide data related to self-directed services through secure means. The Contractor shall make all system generated reports for any date range input into the online system available to DHS/DPSQA.</p>	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one</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</p>

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<p>B. The Contractor must develop reports in the manner instructed by DHS. The Contractor shall develop reports that are capable of sorting by selected date ranges. Unless otherwise indicated, all reports shall include data for Beneficiaries in all Self-Direction Management programs, distinguished by program. DHS/DPSQA reserves the right to request additional reports as needed and shall be provided upon request.</p> <p>C. The Contractor shall provide real-time dashboards that must be always accessible and include without limitation the following as well as additional information requested by DHS/DPSQA:</p> <ol style="list-style-type: none"> 1. <u>A weekly Pre-Enrollment Referral and Enrollment Report.</u> On a weekly basis, the Contractor must submit to the state agency a report tracking the enrollment process for each prospective Beneficiary. At a minimum, the report shall include: <ul style="list-style-type: none"> • The Beneficiary's name; • Date of referral; • Contractor's Enrollment Specialist's name assigned to assist the Beneficiary; • Status of required paperwork, Back-up Plan; and • Status of Worker identification and readiness. 2. <u>A monthly Referral and Enrollment Report</u> by program, due on the 1st of the month or the next immediate business day if the 1st is a weekend or State holiday, that provides the following information, at a minimum: <ol style="list-style-type: none"> a. Total number of referrals received; b. Total number of Beneficiaries enrolled in the Program differentiated by actively receiving services and pending services; c. Total number of withdrawals from the Program with an indication if withdrawal occurred prior or after service initiation, and the reason of withdrawal; and d. How many days transpired from referral of state agency (date referral is submitted to Contractor by state agency) to initiation of services: <ol style="list-style-type: none"> 1. Average number of days from referral to initiation of services; 2. Range of days from referral to initiation of services (least to greatest); 	<p>hundred percent (100%) of the time for the duration of contract.</p>	<p>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 terminating the contract.</p>

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<p>3. Listing of each Beneficiary for whom services have not been initiated within sixty (60) days and an explanation as to why these services have not been initiated;</p> <p>4. Listing of each Beneficiary for whom Employer Enrollment, including the identification of a backup plan, have not been completed within fourteen (14) calendar days and an explanation as to why these services have not been completed; and</p> <p>5. Listing of each Potential Employee for whom Employee Enrollment, including the completion of required character checks, have not been completed within sixty (60) days and an explanation as to why.</p> <p>3. <u>A monthly Beneficiary Count Report</u>, due on the 1st of the month or the next immediate business day if the 1st is a weekend or State holiday. At a minimum, the report shall include the following information, separated by program and geographic region:</p> <ul style="list-style-type: none"> a. The total number of Beneficiaries; b. The Beneficiary's name; c. Date of Contractor's Enrollment Specialist's last service to the Beneficiary; d. Contractor Enrollment Specialist assigned to assist the Beneficiary; e. The total number of Beneficiaries with eligible family members hired as Worker(s); f. The name of the Employer of Record (EOR) for the Beneficiary; and g. List of all new EOR's appointed between the 1st to the last date of the previous month. <p>4. <u>Worker Report</u> by month, due on the 1st of each month or the next immediate business day if the 1st is a weekend or State holiday, that provides the following information at a minimum:</p> <ul style="list-style-type: none"> a. The names and identifying information of all Employees who provided services to more than two (2) people who self-direct their services in any HCBS program and the name of those Beneficiaries; b. The total number and list of Employees active, pending, or disenrolled for 		

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<p>each Beneficiary;</p> <p>c. The date of change in status for each Employee; and</p> <p>d. The Beneficiary's back-up plan with status of informal or formal.</p> <p>5. <u>A monthly Enrollment Team Report</u>, due on the 1st of each month or the next immediate business day if the 1st is a weekend or State holiday. The report must include the previous month's information to include, but not limited to, the following::</p> <p>a. The tenure of the Arkansas dedicated staff;</p> <p>b. Signed attestation of character check compliance for any new Arkansas dedicated staff hired between the 1st and last day of the previous month;</p> <p>c. The Enrollment staff-to-beneficiary ratio</p> <p>d. The counselor-to-client ratio for each county</p> <p>e. The number of counseling visits including method of the visit</p> <p>f. The number of Beneficiaries reassigned to a different Enrollment staff, broken down by changes requested by the Beneficiary/Employer and those initiated by the Contractor); and</p> <p>g. For Beneficiaries, the current status of the Beneficiary's case (i.e., new enrollment, active, or turnover/transition assistance as those terms are defined immediately below).</p> <p>1. New enrollment – Beneficiaries who are enrolling in the Program for the first time or re-enrolling after loss of services.</p> <p>2. Active – Beneficiaries who have been enrolled in the Program and have an Employer of Record and all the necessary Employees actively in place.</p> <p>3. Turnover/transition assistance – Beneficiaries who are enrolled in the Program and are experiencing a change in one or more of their Employees and/or their Employer of Record.</p> <p>6. <u>A monthly Customer Service Report</u>, by program, due on the 1st of each month or the next immediate business day if the 1st is a weekend or State holiday. At a minimum, the report shall include:</p>		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<ul style="list-style-type: none"> a. Number of calls received; b. Number of calls received per Beneficiary's account; c. Percentage of abandoned calls; d. Average time to answer calls; e. Percentage of calls answered within thirty (30) seconds; f. Average length of time on hold; g. Average length of time on each call; h. Number of voice messages received; i. Number and percent of voice messages returned within one (1) business day; j. Number of dropped calls; and k. List of reasons for each call and number of calls per reason. <p>7. A monthly <u>Beneficiary Utilization Report</u>, by program, due on the 1st of each month or the next immediate business day if the 1st is a weekend or State holiday. The report must provide the following information, at a minimum:</p> <ul style="list-style-type: none"> a. The Beneficiary's name; b. Date of referral; c. Name and identification number of each Beneficiary during the reporting period and indicating, if applicable, the date of withdrawal from Self-Direction Management Service; d. Services authorized and rate per service for each Employee and if the Employee is a family member; e. Total dollar amount used of the monthly capitation and balance remaining for each Beneficiary; f. Total authorized hour amount of each service type available, used, and remaining for each Beneficiary; g. A bar graph of percent (%) elapsed and percent (%) remaining for each service; and h. Identification of Beneficiary enrolled in Self-Direction Management Service who incur no utilization of services for a period of at least thirty (30) consecutive calendar days including reason for underutilization. <p>8. <u>Participant Advocacy Group Quarterly Report</u> that provides the following:</p> <ul style="list-style-type: none"> a. Names of each person participating in the Contractor's Participant Advocacy Group and their respective roles (i.e., Beneficiary currently receiving Self- 		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Directed services, Surrogate Employer for a Beneficiary currently receiving Self-Directed services, family member of a Beneficiary currently receiving Self-Directed services, Employee currently providing Self-Directed services, or advocate);</p> <p>b. Description of date, time, and location of the most recent quarterly meeting that occurred; and</p> <p>c. Brief narrative description of the items discussed at the meeting, including all questions and concerns discussed, including recommendations for improvement to DHS regarding the programs, who was responsible for responding to each respective inquiry or concern, how each item will be addressed, and timeframes for addressing all items raised at the meeting.</p> <p>d. Quarterly meetings shall be recorded. Recordings shall be provided to DHS/DPSQA.</p> <p>9. <u>A Critical Incident, Reportable Event, and Reportable Incident Monthly Report</u> due on the 1st of the month or the next immediate business day if the 1st is a weekend or State holiday, by month and cumulative for the quarter that shall provide the following information, at a minimum:</p> <p>a. The number of Critical Incidents, Reportable Events, and/or Reportable Incidents overall and by Beneficiary, EOR, or Employee and type of event; and</p> <p>b. The resolution and timeframes for resolution of identified issues by program, including whether the Contractor or Beneficiary took any action on a reported incident or event.</p> <p>NOTE: Critical incidents must be reported to DHS/DPSQA immediately.</p> <p>10. An <u>Other Goods and Service Report</u> by program, due on the 1st of each month or the next immediate business day if the 1st is a weekend or State holiday. At a minimum, the report shall include:</p> <p>a. The total number of Beneficiaries utilizing other goods and services;</p> <p>b. The amount expended;</p>		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>c. The category (Discretionary Funds or Savings);</p> <p>d. Detail of items purchased; and</p> <p>e. The Beneficiary's total budget</p> <p>11. A monthly <u>Electronic Visit Verification (EVV) Compliance Report</u> due on the 1st of each month or the next immediate business day if the 1st is a weekend or State holiday. The EVV system captures the interaction between the client and caregiver related to the care provider. The Contractor must capture and utilize the six (6) standard data elements. The location is captured as part of the standard data elements. Contractor enrollment staff are not required but highly encouraged to utilize EVV for visits with the client. The report shall contain information on specified measures including, but not limited to, the following six (6) standard data elements for Contractor's staff serving Beneficiaries:</p> <ol style="list-style-type: none"> 1. The staff providing services; 2. The type of service provided; 3. The individual receiving service; 4. The date the service was provided; 5. The location of the service delivered; and 6. The time the service begins and ends. <p>For Self-Directed Employees of IndependentChoices Beneficiaries, provide a list of Beneficiaries/Employers and their Employees who retroactively adjust shift start and end times.</p> <p>A. The Contractor shall provide additional customized reports when required by DHS/DPSQA within ten (10) business days of receipt of the request for the report. Contractor shall provide written confirmation of receipt of the request.</p> <p>B. Unless otherwise specified herein, the Contractor shall provide all monthly reports on the first (1st) calendar day of the month following the last day of the reporting period, or as requested, to verify compliance with contracted services.</p> <p>C. All reports required by this contract must be in such format as requested by the state agency.</p>		
<p>END OF CONTRACT TRANSITION</p> <p>A. The Contractor shall provide transition assistance as required by DHS to facilitate the</p>		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>transfer of services.</p> <p>B. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the State. DHS/DPSQA may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.</p> <p>C. The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the State.</p> <p>D. The Contractor shall ensure that all proprietary data collected and/or created during the life of the contract is transferred using a secure means to the custody of State personnel or a third party, as directed by the State.</p> <p>E. The Contractor shall develop a transition plan and provide to DHS/DPSQA for review. DHS/DPSQA reserves the right to request changes. The final transition plan must be provided to DHS/DPSQA ninety (90) days prior to contract expiration.</p>		
<p>PAYMENT REQUIREMENTS</p> <p>A. Contractor will be paid a monthly fee for service in accordance with the following:</p> <ol style="list-style-type: none"> 1. The Contractor shall be paid an Initial Administrative Per Member (IAPM) fee, based on any new individual who has completed the enrollment process and begins receiving active services through the self-direction model within the specified month. This Initial Administrative fee is a one-time lifetime payment per client for pre-activation setup and EVV support, with the exception of a member who has been disenrolled at least six (6) months and reenrolls. 2. The Contractor shall be paid a prospective Payroll Processing Per Member Per Month (PMPM) fee, based on each Beneficiary actively enrolled in the self-direction program within the specified month. Reconciliation will be performed on a monthly basis resulting in payment or recoupment for, but not limited to, members with retroactive assignment, or eligibility changes such as date of death, who have a change in budget, or are admitted to a nursing facility. 	<p>Acceptable performance is defined as one hundred percent (100%) with all service criteria and acceptable performance standards one hundred percent (100%) of the time for the duration of 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,</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>3. Medicaid funds will be deposited to the non-interest-bearing account on behalf of the beneficiaries/employers monthly. Medicaid funding is processed and deposited prospectively based on a designed cut-off date for entering beneficiary/employer budgets into the Medicaid system</p> <p>a. Contractor will receive PMPM for every month the client is enrolled regardless of when they are disenrolled within the month. If services were provided in good faith and the Contractor can show they verified eligibility, they will receive payment. Eligibility can be verified through various means. Retroactive recoupments mainly occur due to death or open NH segments. Eligibility must be verified before payroll is run or a visit is conducted. (270, 271 file)</p> <p>4 The Contractor shall be paid one conditional Partial Enrollment/Re-enroll (PERE) fee per member only when the service provided to that member meets one of the following conditions:</p> <p>a. Partial Enrollment:</p> <p>I. Option 1: Contractor is eligible for payment when a start date has been requested by the Contractor, but program participation is canceled prior to the start date for reasons outside the Contractor's purview. For example, the death of an enrollee prior to their scheduled program Start date.</p> <p>II. Option 2: Contractor is eligible for payment when the Contractor completes the certification of the client/employer, but enrollment is discontinued for reasons outside the Contractor's purview. If this option is selected:</p> <p>1. The Contractor is eligible only for one fee per discontinued enrollee unless a 6-month period has passed since the disenrollment date.</p> <p>2. The Contractor is not eligible for any payment if the Contractor is unable to complete enrollment during the specified enrollment period.</p>		<p>withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>b. Re-enroll: The Contractor shall be eligible for payment only if all the following conditions have been met:</p> <ul style="list-style-type: none"> I. A client served by the Contractor has left the program and subsequently reenrolled, II. DPSQA has provided a start date for the client, and III. The client is not categorized as a restart in services. A Restart in services occur when client is closed in error or due to NH segments that have been open for rehabilitation purposes. <p>5. Notwithstanding any other payment provisions of the contract, 1. if the Contractor fails to perform required work or services, 2. DHS may withhold partial payment or reject invoices under the contract, until matters are resolved.</p> <p>6. If the Contractor is overpaid by the state agency, upon official notification by the state agency, an automated process shall be set up between the Contractor and the State's fiscal agent for the Contractor to (1) refund unused funds on a frequency as determined by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.</p> <p>B. Beneficiaries in IndependentChoices are offered a monthly allowance in lieu of traditional agency-provided personal assistance services. All payments made to the self-directed employee shall be in means of electronic funds transfer (EFT). Use of the monthly allowance is determined by the beneficiary/employer exercising budget authority outlined on the Cash Expenditure Plan. Arkansas Medicaid will issue the prospective beneficiary's payment to the Contractor. The Contractor will distribute monthly prospective payments on behalf of active IndependentChoices participants as indicated by MMIS.</p> <p>C. Contractor must return unused funds within forty-five (45) days after disenrollment. Funds must be returned using the DHS/DMS mechanism requested.</p> <p>D. DHS reserves the right to request a change in the</p>		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
payment mechanism as technology becomes available.		
<p>A. Mandated Reporting</p> <p>Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect that:</p> <ol style="list-style-type: none"> A child has been subjected to child maltreatment; A child died as a result of child maltreatment; A child died suddenly and unexpectedly; or Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. <p>or</p> <ol style="list-style-type: none"> An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment. <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>For each failure to report, DHS may impose:</p> <ol style="list-style-type: none"> 1. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or 2. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>B. Performance Bonding</p> <p>The Contractor shall be required to obtain performance bonds to protect the State's interest as follows:</p>	<p>Acceptable performance is defined as one hundred percent</p>	<p>Damages shall be one percent (1%) per day, calculated using the annual contract amount, for each</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<ol style="list-style-type: none"> 1. The amount of the performance bonds shall be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. 2. The State shall require additional performance bond protection when a contract price is increased or modified. 3. The additional performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request. 4. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice. 	<p>(100%) compliance with Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>day Vendor fails to meet the Performance Bonding Requirements specified in Service Criteria.</p> <p>In addition, Vendor's continued failure to meet Service Criteria, may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract termination.</p> <p>Failure to provide is a breach of contract and may result in immediate contract termination.</p>
<p>C. Conflict of Interest Mitigation During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>The Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p>D. Transition Planning Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>Final payment may be withheld from the vendor until all elements of the transition are satisfied as determined by DHS.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>		
<p>E. Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</p> <ol style="list-style-type: none"> 1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request. 2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. 3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A). <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements.</p>	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<p>1. For each failure to meet performance standard, DHS may impose:</p> <ol style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above, Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and accurately provide the requested information and documents.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		standard Vendor Performance Report (VPR) in the vendor file and contract termination.

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

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

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

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

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