

Response to the  
Arkansas Department of Human Services,  
Division of Medical Services

# Medicaid Third Party Liability Services

Solicitation Number: 710-24-0005

## Technical Proposal Packet: "REDACTED"

**February 20, 2024**

1:00 p.m., Central Time



A Gainwell Technologies Company

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# Response Signature Page

Response Signature Page



# RESPONSE SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:	Health Management Systems, Inc.		
Address:	5615 High Point Drive		
City:	Irving	State:	Texas
		Zip Code:	75038
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit		
Minority and Women Owned Designation*:	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women-Owned <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American		
	AR Certification #: _____ * See Minority and Women-Owned Business Policy		
PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for solicitation related matters.			
Contact Person:	[REDACTED]	Title:	[REDACTED]
Phone:	[REDACTED]	Alternate Phone:	[REDACTED]
Email:	[REDACTED]		
CONFIRMATION OF REDACTED COPY			
<input checked="" type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.			
<i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Solicitation Terms and Conditions for additional information.</i>			
ILLEGAL IMMIGRANT CONFIRMATION			
By signing and submitting a response to this <i>Solicitation</i> , a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants and <b>shall not</b> employ or contract with illegal immigrants during the term of a contract awarded as a result of this solicitation.			
ISRAEL BOYCOTT RESTRICTION CONFIRMATION			
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel and <b>shall not</b> boycott Israel during the term of a contract awarded as a result of this solicitation.			
<input checked="" type="checkbox"/> Prospective Contractor does not and <b>shall not</b> boycott Israel.			

**An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.**

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Solicitation* may cause the Prospective Contractor's response to be rejected.

Authorized Signature: \_\_\_\_\_

Title: President and Chief Executive Officer

Printed/Typed Name: Mark Knickrehm

Date: February 20, 2024



# Vendor Agreement and Compliance Page



## SECTIONS 1 – 4: VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

HMS is not taking any exceptions.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Authorized Signature: \_\_\_\_\_

*Use Ink Only.*

Printed/Typed Name: Mark Knickrehm

Date: February 20, 2024



# Signed Addenda

Signed Addenda



State of Arkansas  
DEPARTMENT OF HUMAN SERVICES  
700 South Main Street  
P.O. Box 1437 / Slot W345  
Little Rock, AR 72203

**ADDENDUM 1**

**TO:** All Addressed Vendors  
**FROM:** Office of Procurement  
**DATE:** January 3, 2024  
**SUBJECT:** Medicaid Third Party Liability (710-24-0005)

The following change(s) to the above referenced RFP have been made as designated below:

- ☐ Change of specification(s)  
☐ Additional specification(s)  
☐ Change of bid opening date and time  
☐ Cancellation of bid  
☒ Other

**OTHER**

- The extended deadline for receipt of written question is January 10, 2024, at 3PM, CST.

The specifications by virtue of this addendum become a permanent addition to the above referenced RFP. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Arnetia Dean, [DHS.OP.Solicitations@dhs.arkansas.gov](mailto:DHS.OP.Solicitations@dhs.arkansas.gov) or via phone at 501-683-5969.

  
Vendor Signature

February 20, 2024

Date

Health Management Systems, Inc.  
Company



State of Arkansas  
DEPARTMENT OF HUMAN SERVICES  
700 South Main Street  
P.O. Box 1437 / Slot W345  
Little Rock, AR 72203

**ADDENDUM 2**

**TO:** All Addressed Vendors  
**FROM:** Office of Procurement  
**DATE:** January 19, 2024  
**SUBJECT:** Medicaid Third Party Liability (710-24-0005)

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The following change(s) to the above referenced RFP have been made as designated below:

- ☐ Change of specification(s)  
☐ Additional specification(s)  
☐ Change of bid opening date and time  
☐ Cancellation of bid  
☒ Other

**OTHER**

- Section 2.2.C – remove and replace with the following:  
The Contractor shall have at least five (5) years cumulative experience working on similar contracts for at least three (3) other state Medicaid programs. If the Contractor proposes to use subcontractors, the Contractor's proposed subcontractors shall have the experience working on similar projects with other State Medicaid programs. For verification purposes, the Contractor must accurately complete and sign Attachment I - Client History Form.
- Section 3.2.A Cost Score – add the following:  
Consideration will only be given to those that bid all line items.
- Section 2.4.1.B – add the following:  
Major carriers should include at a minimum licensed AR Life & Health Insurance Carriers with COA to operate in Arkansas and have an annual amount of \$70 million in premiums or more.
- Section 2.4.14.F.1 remove and replace with the following:
  1. The Contractor shall provide during the applicable phase (e.g., initiation, design, testing, training, UAT) of the project as and maintain throughout the project, system documentation that at a minimum includes:
    - a. A description of each component, their purpose, including basic functions and the business areas supported
    - b. User stories/use cases
    - c. Screen layouts, report layouts, and other output definitions, including examples and content definitions
    - d. Physical database design
    - e. A module system diagram, including all components, identifying all business process diagrams, data flows, systems functions, and their associated data storage
    - f. Configurations
    - g. Job streams within each module, identifying programs, inputs and outputs, control, job stream flow, operating procedures, and error and recovery procedures.
    - h. A network schematic showing all network components and technical security control
    - i. Listing of the edits and audits applied to each input item and the corresponding error messages.
    - j. As applicable, listing and description of all control reports
    - k. Interface Control Documents
    - l. Narrative descriptions of each of the reports and an explanation of their use must be presented.
    - m. Definition of all fields in reports, including a detailed explanation of all report item calculations.
    - n. Operations Procedure Manual
    - o. Data Dictionary
- 2.4.2.C – remove and replace with the following:

The Contractor must obtain files from all health insurance carriers as required by DHS and conduct a data match with the Arkansas Department of Human Services Medicaid eligibility file from the MMIS Contractor to identify and add, or update, third-party information on the TPL Master Resource File. The data match shall be performed on a schedule consistent with the same frequency in which the Contractor receives files from each carrier.

- Section 3.2.A – remove and replace with the following:

When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest grand total as shown on the Official Bid Price Sheet. Consideration will only be given to those who bid all line items. (See Grand Total Score for maximum points possible for cost score.)


- Section 3 - add the following:

Oral Presentation/Demonstration Score:

- The three Prospective Contractors with the top Technical proposal scores after the completion of the technical proposal evaluation, may at the sole discretion of DHS be contacted to schedule an oral presentation/demonstration, if requested.
  - Should DHS opt to schedule any oral presentation/demonstration, the buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.
  - Should DHS opt to schedule any oral presentation/demonstration, after each oral presentation/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the oral presentation/demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information provided during the oral presentation/demonstration.
  - The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.
- Attachment C Performance Based Contracting, Cost Avoidance and Third Party Liability Identification, Item C – remove and replace with the following:  
The Contractor must obtain files from all health insurance carriers as required by DHS and conduct a data match with the Arkansas Department of Human Services Medicaid eligibility file from the MMIS Contractor to identify and add, or update, third-party information on the TPL Master Resource File. The data match shall be performed on a schedule consistent with the same frequency in which the Contractor receives files from each carrier.

The specifications by virtue of this addendum become a permanent addition to the above referenced RFP. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Arnetia Dean, DHS.OP.Solicitations@dhs.arkansas.gov or at 501-683-5969.

  
Vendor Signature

February 20, 2024  
Date

Health Management Systems, Inc.  
Company



State of Arkansas  
DEPARTMENT OF HUMAN SERVICES  
700 South Main Street  
P.O. Box 1437 / Slot W345  
Little Rock, AR 72203

**ADDENDUM 3**

**TO:** All Addressed Vendors  
**FROM:** Office of Procurement  
**DATE:** January 29, 2024  
**SUBJECT:** Medicaid Third Party Liability (710-24-0005)

The following change(s) to the above referenced RFP have been made as designated below:

- ☐ Change of specification(s)  
☐ Additional specification(s)  
☒ Change of bid opening date and time  
☐ Cancellation of bid  
☐ Other

**CHANGE OF BID SUBMISSION DEADLINE & BID OPENING DATE AND TIME**

- Bid submission deadline: February 20, 2024, at 1:00 p.m.
- Bid opening date and time: February 20, 2024, at 2:00p.m.

The specifications by virtue of this addendum become a permanent addition to the above referenced RFP. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Arnetia Dean [DHS.OP.Solicitations@dhs.arkansas.gov](mailto:DHS.OP.Solicitations@dhs.arkansas.gov); 501-683-5969.

Vendor Signature

February 20, 2024

Date

Health Management Systems, Inc.

Company

# Attachment A Contract and Grant Disclosure Form

Attachment A Contract and Grant Disclosure Form





## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

**Goods? Services? Both?**

YOUR LAST NAME:

FIRST NAME

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

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COUNTRY:

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### F O R I N D I V I D U A L S \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

### F O R A N E N T I T Y ( B U S I N E S S ) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

Contract Number \_\_\_\_\_  
Attachment Number \_\_\_\_\_  
Action Number \_\_\_\_\_

## Contract and Grant Disclosure and Certification Form

**Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.**

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature \_\_\_\_\_ Title President and Chief Executive Officer Date February 20, 2024

Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_

Agency use only

Agency Number 0710 Agency Name Department of Human Services Agency Contact Person \_\_\_\_\_ Contact Phone No. \_\_\_\_\_ Contract or Grant No. \_\_\_\_\_



# Equal Opportunity Policy

Equal Opportunity Policy



# Global Diversity and Non-Discrimination

Ethics and Compliance, Human Resources

Effective: 07/01/2023

Revision: 1

## 1. POLICY

- 1.1. Gainwell Technologies and its subsidiaries and affiliates worldwide ("Gainwell") believe that a diverse workforce committed to fair employment practices helps Gainwell realize its full potential. Recognizing and developing the talents of each individual brings new ideas to our company. We benefit from the creativity and innovation that results when people who have different experiences, perspectives and cultures work together. We understand a well-managed diverse workforce expands Gainwell's base of knowledge, skills and cross-cultural understanding, which in turn, enables us to understand, relate and respond to our diverse and changing customers throughout the world, connecting them to the power of technology.
- 1.2. Gainwell complies with all applicable local laws, labor agreements and regulations pertaining to non-discrimination and equal opportunity. Gainwell is an equal opportunity employer.

## 2. APPLICABILITY

As allowable by law, this policy applies worldwide to all directors, officers, executives, employees, and representatives of Gainwell, its wholly-owned subsidiaries, and their affiliates.

The Policy applies to all personnel actions, including but not limited to recruiting, selection, assignment, classification, transferring, promoting, training, compensation and benefits, benefits administration, disciplinary actions, terminations of employment, and any other personnel policies and practices to the full extent permitted by applicable law. However, the level and type of benefits may vary based on location and other lawful factors. If any specific provision in this Policy directly conflicts with applicable local law, local labor agreement, local collective bargaining agreement, or a local policy rolled out by Gainwell, the applicable local law, local labor agreement, local collective bargaining agreement, or a local policy, as applicable, will supersede that section or provision, and the remainder of this Policy will remain in effect.

Please check with local Human Resources for any additional locally applicable anti-discrimination policies or regulations specific to your country.

## 3. REQUIREMENTS

### 3.1. Compliance, Equal Opportunity & Inclusion

Our policy and practice at Gainwell is to maintain a work environment free from discrimination, one where employees are treated with dignity and respect. To that end, Gainwell will administer its recruitment practices, the terms and conditions of employment, and all policies and practices within the limits of local law and without regard to any legally protected characteristics.

This means that Gainwell will administer all policies and practices within the limits of the law without regard to race, ethnicity, color, religion, sex (including pregnancy, childbirth, and related medical conditions), national origin, disability (physical or mental), age, protected veteran status or military service or affiliation, marital status, sexual orientation, gender identity and expression, protected genetic information, or political affiliation.



### **3.2. Manager responsibilities:**

Local managers are responsible for adhering to this Policy and all applicable local laws. Managers should become familiar with and lead, implement, support, participate in, and integrate diversity and inclusion action policies and practices into their mainstream day-to-day business management responsibilities. For managers based in the US, this includes equal opportunity and US affirmative action policies. Local managers should understand, own, and communicate key concepts in messages delivered to employees.

To this end, local managers are also expected to do the following:

- Contribute to Gainwell's company-wide goals and metrics to the extent they apply locally;
- Become knowledgeable and involved with their organization's efforts to contribute to Gainwell's company-wide goals and the implementation of diversity and inclusion programs (including US affirmative action policies for managers based in the US). This includes familiarity with issues/goals outlined and involvement with action plans to accomplish goals.
- Base employment decisions on an individuals' qualifications and other legally required criteria, if any (e.g., skill, knowledge, and/or ability to perform the position being filled), as reflected in educational history, work experience, demonstrated competence, and those attributes clearly related to job effectiveness to the extent permitted by applicable law. Additional requirements for a position may also exist, including but not limited to, government security clearances.
- Ensure that employment selection procedures are job related in accordance with applicable law.
- Ensure that Gainwell's local human resources management practices are in compliance with this Policy and applicable law.

### **3.3. Procedures and Reporting Concerns**

**3.3.1.** Employees should report suspected violations of this Policy promptly to their manager, the next level of management, Human Resources, or the Ethics and Compliance Office. You are encouraged to share your identity when you report because this permits Gainwell to conduct a more thorough investigation and possibly obtain additional information from you if needed. If, however, you are uncomfortable identifying yourself, you may make any such report on an anonymous basis if you so choose.

**3.3.2.** Gainwell prohibits retaliation against any employee who makes a good faith complaint regarding a violation or suspected violation of this Policy, or who participates in an investigation of such a complaint. Gainwell will conduct a prompt investigation into such complaints in accordance with local law requirements, and if discrimination, harassment, retaliation, or other inappropriate behavior is substantiated, appropriate disciplinary action will be taken in accordance with local law, up to and including termination of employment to the full extent permitted by applicable law. Because of the serious nature of these matters, any employee who deliberately makes false statements of fact during an investigation, or fails to fully cooperate with an investigation, may be subject to disciplinary action in accordance with applicable law, up to and including termination of employment.

**3.3.3.** Exceptions to this Policy require the prior written approval of the Chief Human Resources Officer.

**3.3.4.** This Policy is endorsed by Gainwell's Chief Executive Officer.

#### **4. KEY DEFINITIONS**

**“Discrimination”** - occurs when employers make hiring, promotion, termination, compensation, and other employment decisions not on individual merit or by uniform standard, but on the gender, color, race, ethnicity, religion, nationality, age, marital status, sexual orientation, gender identity and expression, disability, pregnancy, family responsibilities, medical conditions, covered veteran status, protected genetic information and political affiliation and other legally protected characteristics of people. Discrimination is illegal in most places.

#### **5. VIOLATIONS**

Any Gainwell employee who knowingly violates or attempts to violate this Policy shall be subject to disciplinary action, up to and including separation from Gainwell.

#### **6. RELATED POLICIES**

Abusive Conduct & Harassment

Ethical and Legal Business Conduct ([entity])

Gainwell Code of Business Conduct (Internal)



# Proposed Subcontractors Form

Proposed Subcontractors Form



PROPOSED SUBCONTRACTORS FORM

• Do not include additional information relating to subcontractors on this form or as an attachment to this form.

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP

☐ PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.



## Other Documents





## Other Documents

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Health Management Systems, Inc. (HMS) operates in Arkansas under a DBA, “Third Party Liability Recovery.” Please refer to the following page for the Certificate of Good Standing.



The Other Documents section of HMS’ RFP response to Arkansas DHS for Medicaid Third Party Liability services, Solicitation Number 710-24-0005, consists of the following required documents:

- Attachment I – Revised Client History Form
  - Letter of Bondability
- Voluntary Product Accessibility Template (VPAT)
  - Draft Business Resilience Plan, which includes disaster recovery, as requested in the E.4 Call Center section



**Arkansas Secretary of State  
John Thurston**

State Capitol Building ♦ Little Rock, Arkansas 72201-1094 ♦ 501-682-3409

**Certificate of Good Standing**

I, John Thurston, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

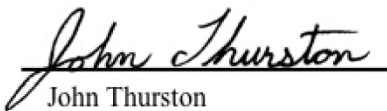
**THIRD PARTY LIABILITY RECOVERY**

formed under the laws of the state of New York, and authorized to transact business in the State of Arkansas as a Foreign For Profit Corporation, was granted a Application for Certificate of Authority by this office September 23, 1994.

Our records reflect that said entity, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.



**In Testimony Whereof**, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 2nd day of February 2024.

  
John Thurston  
Secretary of State

Online Certificate Authorization Code: 50ae3630a1dcc1b

To verify the Authorization Code, visit [sos.arkansas.gov](https://sos.arkansas.gov)

# Attachment I – Revised Client History Form

Attachment I – Revised Client History Form





***Attachment I***  
***Revised Client History Form***  
***Medicaid Third Party Liability***  
***RFP # 710-24-0005***

# Attachment I

## Medicaid Third Party Liability Client History Form

*Instructions:* This form is intended to help the State gain a more complete understanding of each Respondent's experience. This form **must** be completed completely and accurately.

The State reserves the right to verify the accuracy of these answers by contacting any of the listed clients, and all applicable clients **must** be listed. Omission of a client will constitute a failure to complete this form.

For purposes of this form, the "client" is not an individual but the entity which held the contract. By way of explanation, in the Contract resulting from this RFP, Arkansas DHS will be the client. For each listed client, Respondents may (but are not required) provide the contact information for a person at the client entity who is knowledgeable of the named project. If the State contacts clients listed on this form, the State reserves the right to contact the listed individual or another person at the listed client.

The boxes below each prompt will expand if necessary. The form **must** be signed (please see the final page) by the same signatory who signed the Response Signature Page.

1. Please list at least three (3) clients (federal, district, state, county, American territory, tribe, or Canadian province) where you (the prime contractor only) **served as the prime contractor** for the administration and implementation of state Medicaid programs in the past five (5) years. For each client, please specify the organization/agency/division, not just the state or political subdivision. Please briefly describe the scope of the contract. If there are no contracts which meet this definition, please state "none."

2. Please list at least three (3) clients (federal, district, state, county, American territory, tribe, or Canadian province) where a proposed subcontractor **served as the prime contractor** for the administration and implementation of state Medicaid programs in the past five (5) years. For each client, please specify the organization/agency/division, not just the state or political subdivision. Please briefly describe the scope of the contract. If there are no contracts which meet this definition, please state "none."

None; HMS only uses and engages with subcontractors for select tasks.

Authorized Signature: \_\_\_\_\_

*Use Ink Only.*

Title: President and Chief Executive Officer

Printed/Typed Name: Mark Knickrehm

Date: February 20, 2024



















# Letter of Bondability



Letter of Bondability







## Letter of Intent

Obligee: Arkansas Department of Human Services, Division of Medical Services

Address: Office of Procurement, 700 Main Street, Slot W345, Little Rock, AR 72201

Re: HMS Corp LE

Project Name: Arkansas Medicaid Third Party Liability

The Atlantic Specialty Insurance Company, herein referred to as Surety, a corporation organized and existing under the laws of the State of New York and duly authorized to transact business in the State of Arkansas, hereby agrees that if the contract for Arkansas Department of Human Services, Division of Medical Services for which the accompanying proposal is made, be awarded to HMS Corp LE, the Surety will furnish a performance bond in the amount set forth in the terms of the contract. This letter is not an assumption of liability; the final decision to execute any bond will be subject to the normal underwriting consideration at the time of request.

Signed, sealed, and dated this 12<sup>th</sup> day of January, 2024.

Atlantic Specialty Insurance Company

A handwritten signature in blue ink, appearing to read "J. DiSciullo", written over a horizontal line.

James M. DiSciullo, Attorney-In-Fact





## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Austin E. Trimbur, David A. Johnson, David C. Rosenberg, Denise M. Bruno, Elizabeth B. Pendleton, Elizabeth P. Cervini, Harry C. Rosenberg, James M. DiSciullo, John E. Rosenberg, John M. Wescott, Jonathan F. Black, Julia R. Burnet, Matthew J. Rosenberg, Melissa J. Hinde, Stephanie S. Helmig**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:


Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

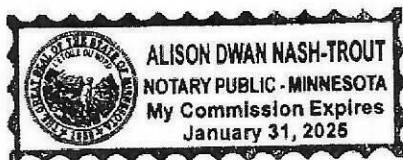


STATE OF MINNESOTA  
HENNEPIN COUNTY

By

  
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



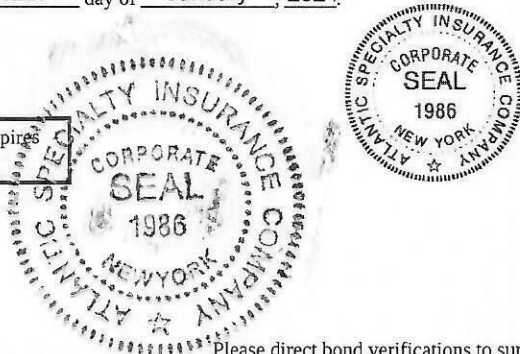


Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of January, 2024.

This Power of Attorney expires  
January 31, 2025





Kara L.B. Barrow, Secretary

Please direct bond verifications to [surety@intactinsurance.com](mailto:surety@intactinsurance.com)



# Voluntary Product Accessibility Template (VPAT)



Voluntary Product Accessibility Template (VPAT)



## Voluntary Product Accessibility Template (VPAT)

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The HMS Portal in production today is 508-C compliant and we have a completed Voluntary Product Accessibility Template (VPAT). We provide a sample of an existing VPAT template in the figure on the following page. If any future functionality would need to be 508-C compliant, we will work with the State to be compliant and develop a VPAT.





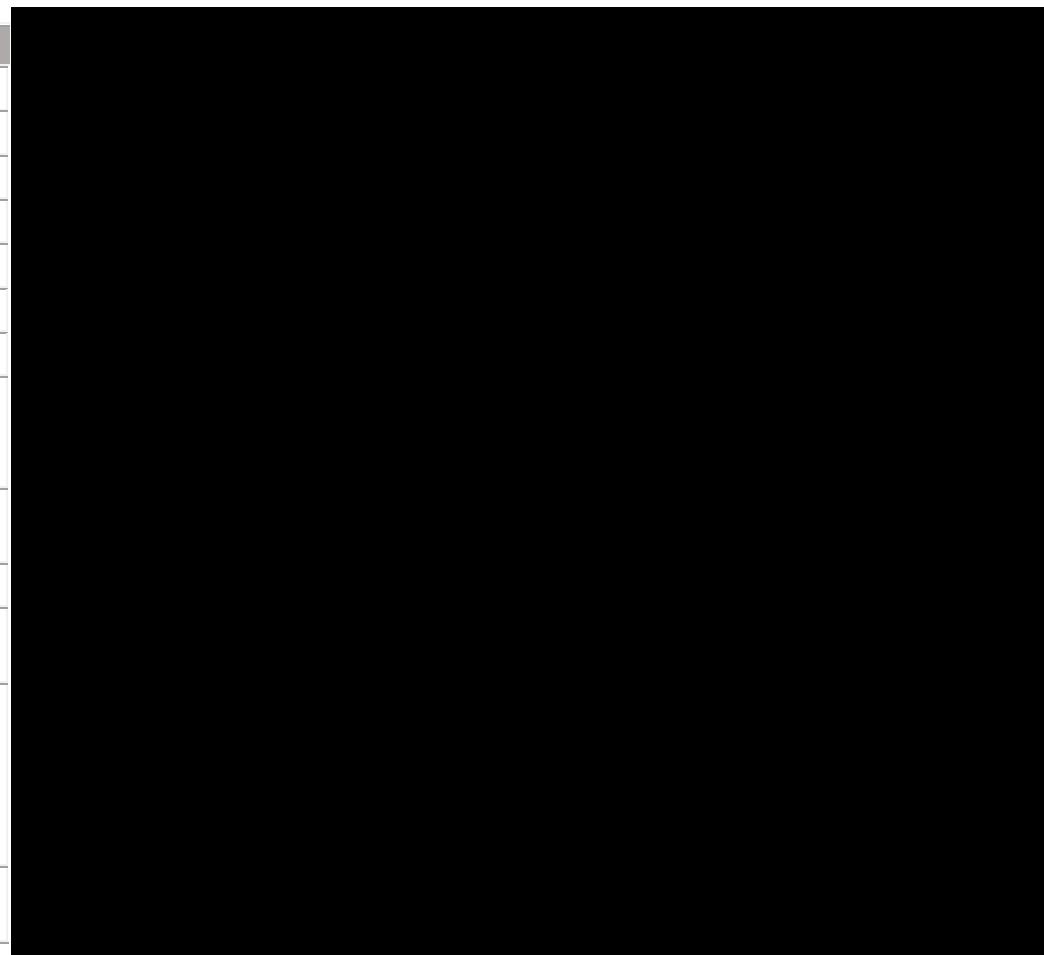
## Table 1: Success Criteria, Level A

Notes:

Criteria
<b><u>1.1.1 Non-text Content</u></b> (Level A)
<b><u>1.2.1 Audio-only and Video-only (Prerecorded)</u></b> (Level A)
<b><u>1.2.2 Captions (Prerecorded)</u></b> (Level A)
<b><u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u></b> (Level A)
<b><u>1.3.1 Info and Relationships</u></b> (Level A)
<b><u>1.3.2 Meaningful Sequence</u></b> (Level A)
<b><u>1.3.3 Sensory Characteristics</u></b> (Level A)
<b><u>1.4.1 Use of Color</u></b> (Level A)
<b><u>1.4.2 Audio Control</u></b> (Level A)
<b><u>2.1.1 Keyboard</u></b> (Level A)
<b><u>2.1.2 No Keyboard Trap</u></b> (Level A)
<b><u>2.1.4 Character Key Shortcuts</u></b> (Level A 2.1 only)
<b><u>2.2.1 Timing Adjustable</u></b> (Level A)
<b><u>2.2.2 Pause, Stop, Hide</u></b> (Level A)
<b><u>2.3.1 Three Flashes or Below Threshold</u></b> (Level A)
<b><u>2.4.1 Bypass Blocks</u></b> (Level A)
<b><u>2.4.2 Page Titled</u></b> (Level A)



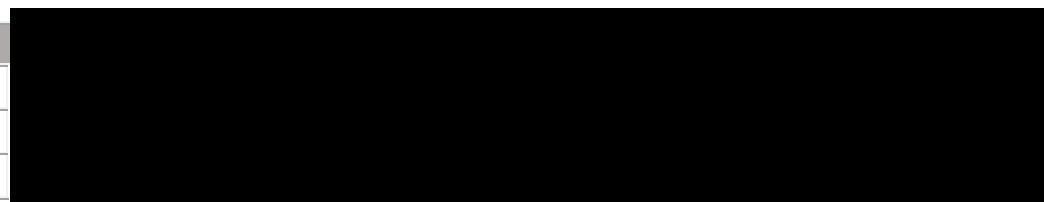
Criteria
<b><u>2.4.3 Focus Order</u></b> (Level A)
<b><u>2.4.4 Link Purpose (In Context)</u></b> (Level A)
<b><u>2.5.1 Pointer Gestures</u></b> (Level A 2.1 only)
<b><u>2.5.2 Pointer Cancellation</u></b> (Level A 2.1 only)
<b><u>2.5.3 Label in Name</u></b> (Level A 2.1 only)
<b><u>2.5.4 Motion Actuation</u></b> (Level A 2.1 only)
<b><u>3.1.1 Language of Page</u></b> (Level A)
<b><u>3.2.1 On Focus</u></b> (Level A)
<b><u>3.2.2 On Input</u></b> (Level A)
<b><u>3.3.1 Error Identification</u></b> (Level A)
<b><u>3.3.2 Labels or Instructions</u></b> (Level A)
<b><u>4.1.1 Parsing</u></b> (Level A)
<b><u>4.1.2 Name, Role, Value</u></b> (Level A)



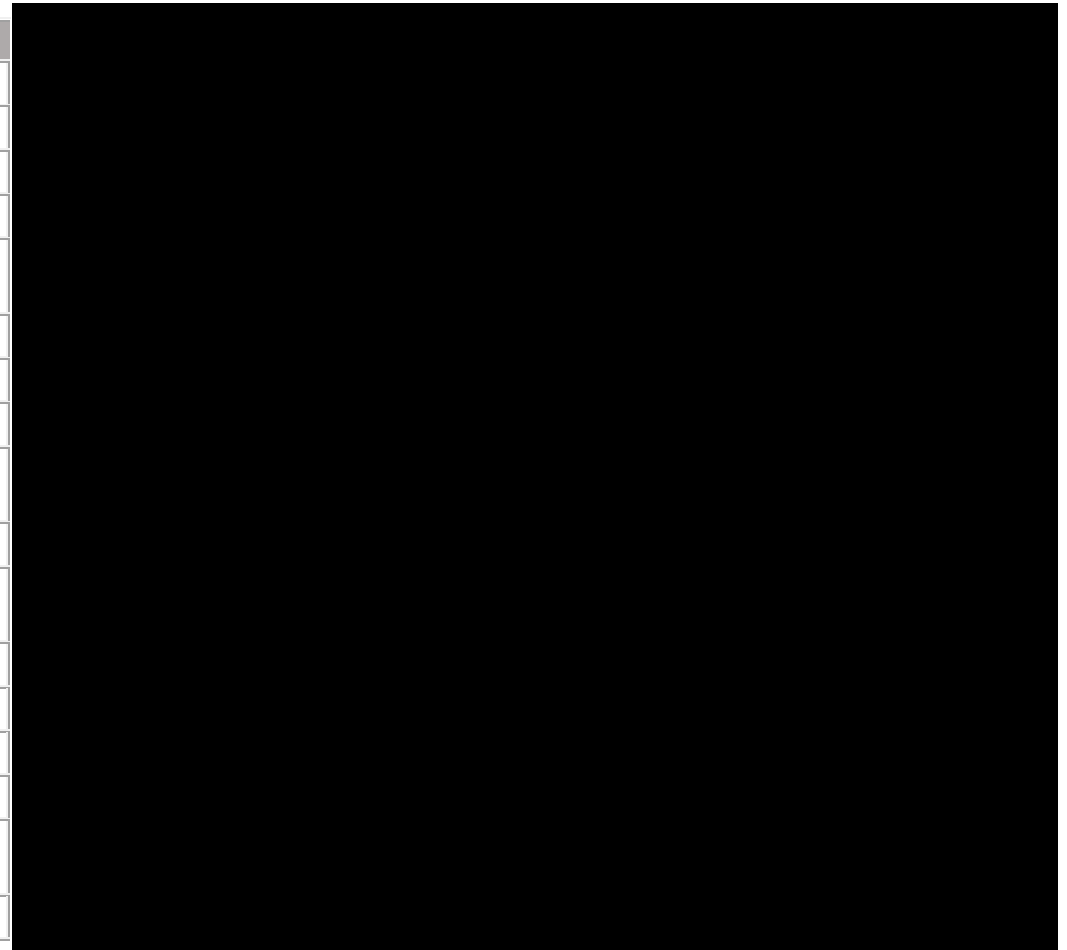
**Table 2: Success Criteria, Level AA**

Notes:

Criteria
<b><u>1.2.4 Captions (Live)</u></b> (Level AA)
<b><u>1.2.5 Audio Description (Prerecorded)</u></b> (Level AA)
<b><u>1.3.4 Orientation</u></b> (Level AA 2.1 only)



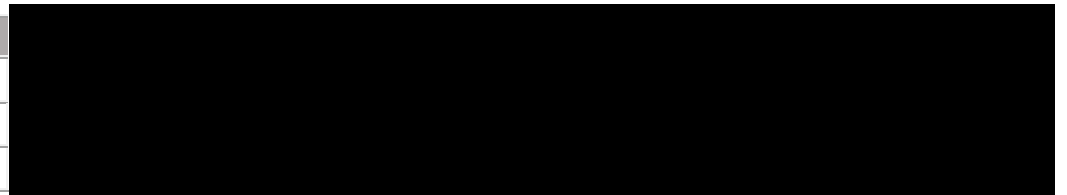
Criteria
<b><u>1.3.5 Identify Input Purpose</u></b> (Level AA 2.1 only)
<b><u>1.4.3 Contrast (Minimum)</u></b> (Level AA)
<b><u>1.4.4 Resize text</u></b> (Level AA)
<b><u>1.4.5 Images of Text</u></b> (Level AA)
<b><u>1.4.10 Reflow</u></b> (Level AA 2.1 only)
<b><u>1.4.11 Non-text Contrast</u></b> (Level AA 2.1 only)
<b><u>1.4.12 Text Spacing</u></b> (Level AA 2.1 only)
<b><u>1.4.13 Content on Hover or Focus</u></b> (Level AA 2.1 only)
<b><u>2.4.5 Multiple Ways</u></b> (Level AA)
<b><u>2.4.6 Headings and Labels</u></b> (Level AA)
<b><u>2.4.7 Focus Visible</u></b> (Level AA)
<b><u>3.1.2 Language of Parts</u></b> (Level AA)
<b><u>3.2.3 Consistent Navigation</u></b> (Level AA)
<b><u>3.2.4 Consistent Identification</u></b> (Level AA)
<b><u>3.3.3 Error Suggestion</u></b> (Level AA)
<b><u>3.3.4 Error Prevention (Legal, Financial, Data)</u></b> (Level AA)
<b><u>4.1.3 Status Messages</u></b> (Level AA 2.1 only)



**Table 3: Success Criteria, Level AAA**

Notes:

Criteria
<b><u>1.2.6 Sign Language (Prerecorded)</u></b> (Level AAA)
<b><u>1.2.7 Extended Audio Description (Prerecorded)</u></b> (Level AAA)
<b><u>1.2.8 Media Alternative (Prerecorded)</u></b> (Level AAA)



Criteria
<b><u>1.2.9 Audio-only (Live)</u></b> (Level AAA)
<b><u>1.3.6 Identify Purpose</u></b> (Level AAA 2.1 only)
<b><u>1.4.6 Contrast (Enhanced)</u></b> (Level AAA)
<b><u>1.4.7 Low or No Background Audio</u></b> (Level AAA)
<b><u>1.4.8 Visual Presentation</u></b> (Level AAA)
<b><u>1.4.9 Images of Text (No Exception)</u></b> (Level AAA)
<b><u>2.1.3 Keyboard (No Exception)</u></b> (Level AAA)
<b><u>2.2.3 No Timing</u></b> (Level AAA)
<b><u>2.2.4 Interruptions</u></b> (Level AAA)
<b><u>2.2.5 Re-authenticating</u></b> (Level AAA)
<b><u>2.2.6 Timeouts</u></b> (Level AAA 2.1 only)
<b><u>2.3.2 Three Flashes</u></b> (Level AAA)
<b><u>2.3.3 Animation from Interactions</u></b> (Level AAA 2.1 only)
<b><u>2.4.8 Location</u></b> (Level AAA)
<b><u>2.4.9 Link Purpose (Link Only)</u></b> (Level AAA)
<b><u>2.4.10 Section Headings</u></b> (Level AAA)
<b><u>2.5.5 Target Size</u></b> (Level AAA 2.1 only)
<b><u>2.5.6 Concurrent Input Mechanisms</u></b> (Level AAA 2.1 only)
<b><u>3.1.3 Unusual Words</u></b> (Level AAA)
<b><u>3.1.4 Abbreviations</u></b> (Level AAA)
<b><u>3.1.5 Reading Level</u></b> (Level AAA)
<b><u>3.1.6 Pronunciation</u></b> (Level AAA)
<b><u>3.2.5 Change on Request</u></b> (Level AAA)

Criteria
<b><u>3.3.5 Help</u></b> (Level AAA)
<b><u>3.3.6 Error Prevention (All)</u></b> (Level AAA)



**Legal Disclaimer (Company)**

*Include your company legal disclaimer here, if needed*



# Draft Business Resilience Plan

Draft Business Resilience Plan



































































# Technical Proposal Response to the Information for Evaluation

Technical Proposal Response to the Information for Evaluation





## E.1 Administration



# INFORMATION FOR EVALUATION

- Provide a response to each item/question in this section. Prospective Contractor may expand the space under each item/question to provide a complete response.
- **Do not** include additional information if not pertinent to the itemized request.

	Maximum Raw Score Available
<b>E.1 ADMINISTRATION</b>	
<p>A. Provide a staffing plan and associated organization chart detailing the number of personnel, level, roles, and responsibilities, and team reporting relationships.</p> <p>In this section, we provide an overview of HMS' staffing plan which describes our proposed team for the Arkansas Medicaid Third-Party Liability project and includes:</p> <ul style="list-style-type: none"> <li>• An organization chart that shows the level, roles, and reporting relationships</li> <li>• Estimated number of personnel</li> <li>• Names and background of key personnel</li> <li>• Team roles and responsibilities</li> </ul> <p>A sample Table of Contents for our Staffing Plan can be found in section E.5 Plans. Following the contract award, HMS will prepare and submit to DHS our formal Staffing Plan for the new contract.</p> <p><b>Experience and focus matters.</b> [REDACTED]</p> <p>[REDACTED] All bidders for this new Third-Party Liability (TPL) contract will submit a well-organized and colorful staffing plan and organization chart. But in the sections below, we detail the difference in knowledge and experience of the staff that HMS is proposing to DHS.</p> <p><b>Experience.</b> The staffing plan we present in this section highlights our national expertise and in-depth understanding of Arkansas Medicaid. [REDACTED] we observe and study the nuances of each state, and then bring those new ideas and best-practices to DHS. Additionally, HMS works to draft and pass new federal legislation that positively impacts all our Medicaid clients. Other vendors with only a few Medicaid contracts lack the insight or incentives to consider or influence how third-party recoveries are performed at the national or state level.</p> <p>As for staffing a new TPL contract with DHS, other vendors with only one or two TPL contracts would need to staff the DHS contract with inexperienced employees or pull employees from their limited resources on other contracts. By contrast, HMS maintains a deep talent pool of experienced TPL staff to fulfill the requirements of any TPL contract. For this new contract, HMS will re-commit the following current account team that understands the policies and regulations of Arkansas Medicaid and has already earned the trust of DHS. No learning curve is required.</p> <p>[REDACTED]</p> <p>The following table summarizes the number of personnel, roles, and responsibilities for the staffing that HMS currently has and will maintain to support DHS's TPL contract.</p>	<p>5 points</p>

HMS' staffing methodology delivers the right personnel from Day One of the contract.



Table 1.

[illegible]

**Focus.** For more than three decades, HMS' primary focus has been the recovery of improper payments and savings of Medicaid funds. For most other bidders, TPL identification and recovery is only a small line of business for their company. While other bidders have a wide and diverse number of services, [REDACTED]

\_\_\_\_\_ HMS has consistently delivered superior results in TPL identification and recovery of inappropriate Medicaid payments. These results have been proven in head-to-head competitions for TPL identification and comparisons of recoveries for the same Medicaid populations.

HMS is the only  
Medicaid TPL  
specialist in the  
market.

## **Proposed Personnel and Organizational Structure**

HMS' TPL focus makes certain that we will be able to maintain the organizational structure, experience, and staffing levels to meet the requirements and expectations of this contract.

[REDACTED] Our well-qualified project team for DHS will develop, maintain, operate, and administer Arkansas' TPL program. The key project team members we present in our staffing plan for DHS are currently in place and achieving ever-improving results for DHS. [REDACTED]

## **Key Personnel Assignments and Changes**

HMS fully intends to keep the current DHS account team on the new contract for the full duration. Following the contract award, HMS will formally notify DHS in writing with the names and contact information for the persons authorized to act on behalf of HMS. Within 30 calendar days of the contract start date, we will formally submit the names and resumes of our proposed key personnel for DHS approval.

Although our proposed key personnel are already in place and serving DHS's TPL program, we know that over the term of the contract, key staff may need to be replaced for several reasons. If staff changes are needed during the term of the contract, HMS has a deep talent pool of employees to present for DHS's approval. As the incumbent, HMS already has a contingency plan in place to address changes in key personnel. This proactive step makes certain DHS does not experience decreases in the level of client support our team provides.

HMS is already familiar with DHS's key personnel requirements. We have a documented key personnel replacement and/or substitution plan in place that is specific to DHS. If key personnel need to be replaced and/or substituted, this plan is initiated. When a change in key personnel becomes necessary, we will notify DHS in writing at least 30 days in advance of the proposed change, unless circumstances dictate a shorter notice is required. We will provide name(s) and resume(s) of proposed replacement personnel for DHS consideration. Resumes for key personnel include the candidate's experience in projects of similar scope and size and their educational background, certifications, licenses, special skills, and other relevant details. We agree not to make key personnel changes without DHS's written approval and understand that DHS may reject the assignment of a key personnel candidate.

We maintain a robust account management team which provides continuity, and minimizes training, in case an assigned staff transitions out. HMS' executive leadership maintains oversight of all contracts we support. They are well versed in each state's processes which allows for consistency in transition.

HMS is unique due to the breadth of our TPL operations across the nation. [REDACTED]

## **HMS Proposed Personnel**

To successfully complete a project such as DHS's TPL program, the expertise and qualifications of personnel representing a broad range of specialized areas must be applied. HMS is not a siloed organization but rather an organization with interdependent units reliant

The personnel and teams described in this section communicate regularly to bring the best possible service and deliverables for our clients. The following tables summarize the experience and qualifications of the staff that will serve this DHS TPL contract in the following areas:

- [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]

\_\_\_\_\_

\_\_\_\_\_

Case	Age	Gender	Occupation	History of Trauma	Current Symptoms	Diagnosis	Treatment	Outcome
1	25	Male	Software Engineer	Yes	Depression, Anxiety	Major Depressive Disorder	Antidepressants, Therapy	Improved
2	32	Female	Teacher	No	Depression, Anxiety	Major Depressive Disorder	Antidepressants, Therapy	Improved
3	45	Male	Construction Worker	Yes	Depression, Anxiety	Major Depressive Disorder	Antidepressants, Therapy	Improved
4	58	Female	Retired	No	Depression, Anxiety	Major Depressive Disorder	Antidepressants, Therapy	Improved
5	65	Male	Farmer	Yes	Depression, Anxiety	Major Depressive Disorder	Antidepressants, Therapy	Improved

[illegible]


<div data-bbox="170 136 292 205" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="355 136 470 235" data-label="Text"><p>[REDACTED]</p></div>	<div data-bbox="552 136 1242 388" data-label="Text"><p>[REDACTED]</p></div>	
<div data-bbox="170 424 300 487" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="355 424 483 548" data-label="Text"><p>[REDACTED]</p></div>	<div data-bbox="552 424 1242 793" data-label="Text"><p>[REDACTED]</p></div>	
<div data-bbox="170 829 316 892" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="355 829 513 921" data-label="Text"><p>[REDACTED]</p></div>	<div data-bbox="552 829 1242 1226" data-label="Text"><p>[REDACTED]</p></div>	
<div data-bbox="159 1245 1253 1373" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 1381 446 1421" data-label="Text"><p>[REDACTED]</p></div>		
<div data-bbox="170 1453 243 1486" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="328 1453 454 1587" data-label="Text"><p>[REDACTED]</p></div>	<div data-bbox="509 1453 1261 1522" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="509 1522 1242 1850" data-label="Text"><p>[REDACTED]</p></div>	
<div data-bbox="170 1864 289 1934" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="328 1864 470 1934" data-label="Text"><p>[REDACTED]</p></div>	<div data-bbox="509 1864 1242 1986" data-label="Text"><p>[REDACTED]</p></div>	<div data-bbox="1185 1957 1226 1986" data-label="Text"><p>as</p></div>

### ***Support Personnel***

**Executive Advisory.** We understand the specific laws, regulations, rules, and policies that govern each Medicaid program and can assist our clients in responding to state and federal mandates, rules, and regulations. HMS' Executive Advisory team members also serve as educators, advisors, and trusted thought leaders to our clients, helping them stay abreast of and adapt to the policy trends that impact them. Because of our extensive experience in working with multiple state healthcare program clients, their provider communities, and associated stakeholders, HMS has a thorough understanding of Medicaid programs and reimbursement methodologies.

Page 7 of 123



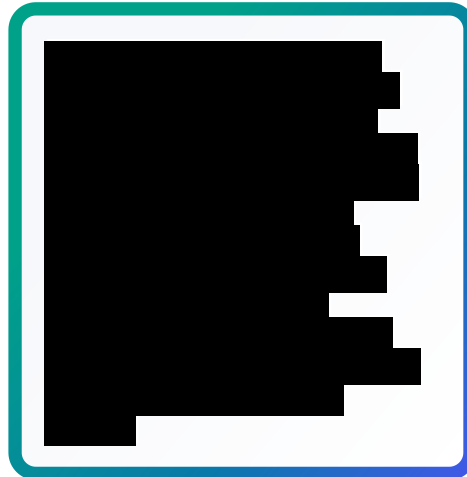
<p><b>Quality Assurance (QA).</b> Knowledgeable QA personnel, rigorous protocols, and state-of-the-art applications create the framework for HMS to identify claims paid by the DHS that are the responsibility of a liable third party, and to recover overpayments accurately and efficiently. Innovative features that support our ability to continuously achieve high-quality results include our comprehensive quality and process improvement approach that infuses quality checks at a task, project, team, and department level, supported by a team of process engineers, and other specialists focused on continuous process improvement at each stage of HMS' Casualty Recovery program.</p> <p><b>Information Technology (IT).</b> Our IT personnel will use Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health (HITECH)–compliant transfer protocols to transmit, synthesize, analyze, and process data from DHS. Our IT professionals provide innovative and effective solutions for recovery, processing, and submitting claims data to liable third parties. We can deploy advanced technology in support of DHS's TPL services, and our team is well versed in how to implement and manage the case management tools designed specifically to support the services we will provide to the Medicaid Third Party Liability program.</p> <p>HMS proposes a diverse and uniquely talented team representing these operational units. The majority of our proposed team members currently serve the State, and therefore are uniquely qualified to leverage contract-specific expertise. We will continue to coordinate our team's activities to achieve DHS's goals to maximize results.</p> <p><b><i>Project Team Organization Chart</i></b></p> <p>The following Project Team Organization Chart provides the names of key personnel, their project role, and the HMS teams and/or positions that will support DHS's contract. The Organization Chart also indicates lines of authority and communication and shows the individuals responsible and accountable for facilitating the TPL services according to DHS's TPL requirements and the contract resulting from this RFP.</p>  A large rectangular area of the document is completely redacted with a solid black fill, obscuring the Project Team Organization Chart and any other content that might have been present in this section.	
<p>B. Describe your company and all proposed subcontractors including key personnel that will be performing services under any resulting contract from this project.</p>	<p>5 points</p>

## Company Description

HMS was founded in 1974, beginning operations as Health Management Systems, Inc. HMS entered the state government marketplace in 1985 as a trailblazer providing TPL services for governmental healthcare programs. Over time, our services expanded and broadened to benefit more healthcare agencies, plans, and sponsors through organic growth and strategic acquisitions. Collectively, these services expanded our cost containment capabilities while also promoting positive patient outcomes. Today, **HMS is the largest, most successful vendor focused solely on delivering cost containment solutions to government sponsored healthcare programs.**

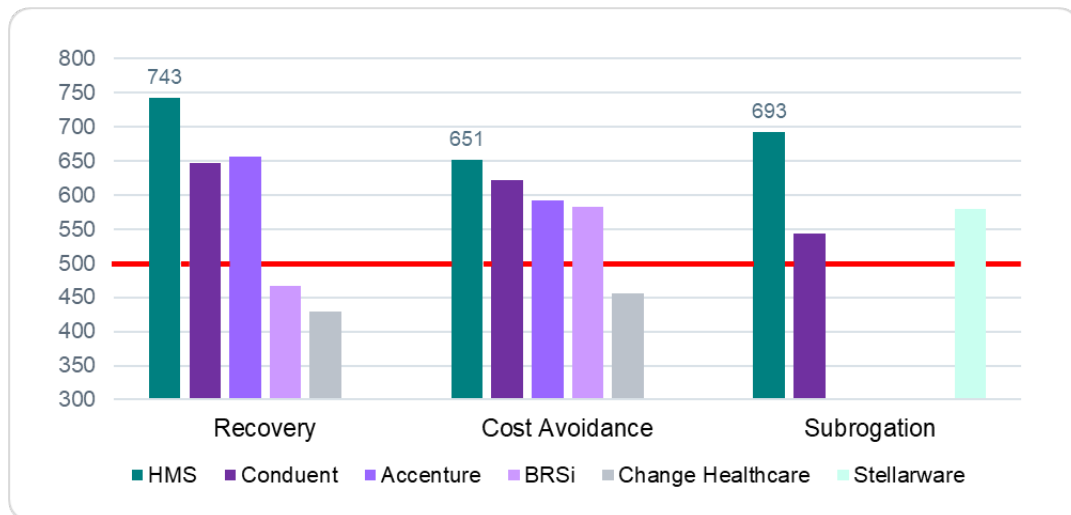
We are mission-bound to help our state and government-sponsored healthcare clients improve outcomes for their members and programs through the application of technologies and solutions that identify, recover, and prevent improper payments and promote program integrity. As such, our mission has broadened to focus on support for government-sponsored healthcare programs. Indeed, HMS sees our role as helping the nation's healthcare system work better for everyone while containing costs and protecting the integrity of healthcare programs.

Today, as an affiliate of Gainwell Technologies LLC, we are part of an organization fully dedicated to serving states and government-sponsored healthcare programs through a broad set of services and products, enabled by innovative technology and solutions, which help deliver great health and human service outcomes.



We are proud of the value that we return to our clients — and their ongoing satisfaction with our services. Our ability to support this scope of business is evident in our results, our dedicated team of experts, and the unprecedented cooperation and trust that we have built up with key stakeholders, including carriers and providers. Our technology, processes, and experience formed the basis of HMS' response to the 2021 Medicaid TPL RFP conducted by the National Association of State Procurement Officials (NASPO) and sponsored by the State of Georgia. This cooperative purchasing effort among U.S. purchasing directors sourced and evaluated vendor qualifications and pricing for five scopes of work tied to Medicaid TPL services and systems. After vendors' proposals, oral presentations, and pricing were scored by a multi-state panel of State Medicaid agencies, **HMS received the top score for all three scopes of work included in DHS's RFP, as shown in the following figure.**

**Figure 2. NASPO Medicaid TPL Award Scoring by Vendor**



— Represents the minimum score for NASPO criteria. Vendors under the threshold failed to meet the minimum scoring criteria in Recovery, Cost Avoidance, or Subrogation.

### Proposed Subcontractors

HMS manages and performs the primary scope-of-work service functions, including identifying TPL, verifying and delivering TPL coverage, identifying recovery opportunities, initiating recovery activities, and processing recoveries. In doing so, we recognize the benefit for DHS in forming partnerships with other vendors to provide specialized administrative or ancillary services that can enhance our performance of contracted services while maximizing value for DHS. We have specifically selected the vendors described below to enhance our ability to provide excellent service and value to DHS. Each proposed vendor of ancillary services has proven its ability to enhance HMS core services and fulfill standards of quality as defined by both HMS and DHS. HMS has embedded quality processes for monitoring and evaluating vendor performance. We use manual and technological approaches to help verify that vendors fulfill their commitments to HMS and our client. HMS will use the following subcontractors to support our work for DHS:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

--	--	--

## E.2 Cost Avoidance and Third Party Liability Identification

E.2 Cost Avoidance and Third Party Liability Identification



E.2 COST AVOIDANCE AND THIRD PARTY LIABILITY IDENTIFICATION	
<p>A. How do you handle coordination of benefits in your current operations and how would you adapt your current operations to meet contract requirements</p>	5 points
<p>[REDACTED] additionally, HMS understands the exchange and AR Works/AR Homes programs in Arkansas. [REDACTED]</p> <p>[REDACTED] MS has proven purpose-built processes and technologies that have delivered the following results to our clients, including DHS:</p> <ul style="list-style-type: none"> <li>• Identified additional Medicaid members who have other coverage</li> <li>• Identified additional coverage types, such as pharmacy, vision, and dental for each member</li> <li>• Delivered the policies sooner to maximize the cost avoidance</li> <li>• Recovered additional dollars from insurance carriers and Medicare</li> </ul> <p>In the following sections, we describe our current processes for handling coordination of benefits, and how those processes would be adapted to meet the new contract requirements. For coordination of benefits, we outline the process from receipt of DHS data through to delivering new and updated insurance information to DHS and monitoring the savings.</p> <ol style="list-style-type: none"> <li>1. Receipt of State data</li> <li>2. Utilized data sources of other coverage information (Also covered in E.2.C)</li> <li>3. Match logic (Also covered in E.2.D)</li> <li>4. Verifications (Also covered in E.2.B)</li> <li>5. Delivery of TPL information and reconciliation (Also covered in E.2.E and E.2.F)</li> <li>6. Monitoring reports and savings</li> </ol> <p><b>1) Receipt of State data</b></p> <p>To support the TPL identification and cost avoidance program, HMS currently receives the Medicaid eligibility file, State resource file (known TPL), and the carrier file. The eligibility file provides the full list of Medicaid members that we include in our data match to find other coverage. The State resource and carrier files provide information on what insurance information already exists in the MMIS. [REDACTED]</p> <ul style="list-style-type: none"> <li>• <b>Adapting for new contract requirements.</b> The current operations meet the new contract requirements, but HMS would present DHS with the following enhancement opportunities; 1) review the members and aid categories to include in this process, 2) increased frequency of files to deliver policies sooner, and 3) propose new MMIS reports to assist in quantifying the savings to DHS.</li> </ul> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	



[REDACTED]

Because HMS currently works with [REDACTED]

[REDACTED]

**Adapting for new contract requirements.** [REDACTED]

[REDACTED] Under a new contract, HMS will review any other potential sources of information with DHS to evaluate the benefits of onboarding the additional data.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

<div data-bbox="159 136 1258 235" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 241 604 283" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 289 1263 451" data-label="Text"><p>[REDACTED]</p></div> <p>HMS will continue to support DHS's needs and provide the account management staff, operational delivery teams, and our other corporate resources and technologies to optimize DHS's TPL cost avoidance program. We have the processes and protocols in place, configured for DHS's environment, allowing 100% focus on optimizing your cost containment success to the benefit of the Arkansas Medicaid program, beneficiaries, and taxpayers.</p> <div data-bbox="159 625 1263 724" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 735 1133 835" data-label="Text"><p>[REDACTED]</p></div>	
<p>B. What routine systems/business processes are employed to test, update and validate Third Party Liability data.</p>	5 points
<p>HMS' mature TPL identification, validation, and delivery process is in place and will continue to deliver value to DHS. Our approach relies on interconnected processes and systems designed to maximize results. They are applied in the following sequence:</p> <div data-bbox="159 1060 824 1102" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="151 1108 1255 1402" data-label="Text"><p>[REDACTED]</p></div> <p>Once we have completed our data match and other discovery processes to determine beneficiaries with other coverage, we enact the necessary steps to test, update, and validate this information directly with the liable third party so that the policy has the information necessary for DHS to use to coordinate claims properly and achieve cost savings.</p> <div data-bbox="159 1570 1263 1696" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 1707 1247 1927" data-label="Text"><p>[REDACTED]</p></div>	

Using multiple automated and direct verification methods in concert with one another enables HMS to curate a complete policy profile for each beneficiary quickly and efficiently. On behalf of DHS, HMS currently seeks to confirm the carrier's information for the following fields for each beneficiary who has access to other coverage:

- |            |            |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
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<div>[REDACTED]</div> <p>HMS will continue to work with DHS during our contract period to make required changes to the existing automated means of updating the MMIS file with the new complete TPL information. This mechanism will conform to DHS-prescribed specifications. The update to the DHS-MMIS file will occur on a weekly or monthly time frame approved by DHS.</p>	
C. Provide your list of proposed commercial insurance carriers or other databases used to match and include time frames for completing such matches. Describe the rationale for selection of these entities such as success rate and accuracy.	5 points
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[REDACTED]

### **Research Insurance Environment in Arkansas**

As we have done in our current contract with you, HMS' Carrier Relations team continually monitors the insurance landscape and identifies entities who cover residents in Arkansas. If a Medicaid beneficiary is covered by another plan, it is likely to be by one of these entities. Our team keeps this market analysis fresh by:

- [REDACTED]
  - [REDACTED]
  - [REDACTED]
- [REDACTED]

### **Approach and Recruit Payers to Provide Eligibility Data to HMS**

[REDACTED]

[REDACTED]

With our work in Arkansas and across the nation, NEDP start-up work is completed, in place, and operational for DHS. DHS will continue to achieve immediate benefit on Day One of the next contract term. Obtaining carrier agreement to provide such sensitive protected health information to HMS can be challenging:

- I [REDACTED]
- I [REDACTED]
- I [REDACTED]

Our investment in obtaining accurate and comprehensive coverage information directly from carriers translates into higher match results. Our solution also places less of the burden for programming on carriers and does not require them to pay a fee to participate in our network, resulting in greater cooperation.

### **Expand and Enforce Participation**

Over the course of our contract, our Carrier Relations team continually monitors the coverage landscape in Arkansas and engages with all carriers to get us as close to 100% participation as possible. This includes monitoring carrier acquisitions and consolidations, new market entrants (for example, Oscar, Bright Health), and other purchasing vehicles such as Health Insurance Exchanges and the payers who participate in them. With HMS, Arkansas gets an advocate that applies our thought leadership and influence to promote your ability to maximize TPL discovery:

- I [REDACTED]
- I [REDACTED]
- I [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Defense Enrollment Eligibility Reporting System (DEERS)/TRICARE**

[REDACTED]

The Department of Defense (DoD) DEERS is a database that contains information for each uniformed service member (active duty, retired, or a member of a Reserve component), U.S.-sponsored foreign military, DoD and uniformed services civilians, other personnel as directed by the DoD, and their eligible family members. DEERS has not been available to TPL vendors to perform data matches for several years. However, HMS has partnered with states across the country in the effort to have the match reinstated and to improve the overall coordination of benefits process with TRICARE — thereby preserving states' Medicaid TPL rights.

When permitted again by TRICARE, HMS will resume matching eligibility files, to identify Medicaid members with TRICARE coverage, through the annual match available with DEERS. We mine and verify the data to determine Medicaid recipients who are eligible for TRICARE coverage. We conduct this process according to the schedule provided by the Centers for Medicare and Medicaid Services (CMS).

We have tailored our data match processes to accommodate the unique method in which the DoD provides information, which historically is different from the process used to identify coverage by commercial insurance carriers.

[REDACTED]

**Child Support**

HMS will coordinate with DHS to receive the Arkansas Office of Child Support Enforcement (CSE) file on a monthly basis to identify new insurance information for Medicaid dependent children. This will identify information about children and parents when medical-support orders have been issued, but insurance coverage by a parent is not known.

[REDACTED]

**Medicare**

About one-fifth of the State's nearly one million Medicare beneficiaries also have Medicaid coverage. HMS' approach to identifying TPL is designed to capture this important demographic, particularly given the high percentage of expenses the aging population

represents. Dual eligibles are a significant driver of state healthcare program costs because they often consume more and higher-cost services than the general Medicaid-only population.

HMS will continue to provide the Department with Medicare dual-eligible recipients matched to DMS clients.

While no single source contains comprehensive enrollment and coverage information on all Medicare beneficiaries, HMS has experience working with the multiple Medicare sources that are available.

### DHS Eligibility Data

To perform a successful data match with the plethora of eligibility data described in this section, HMS must make sure that we have the latest information from DHS. To give our clients maximum flexibility, HMS offers a variety of secure methods through which we gain access to the latest eligibility and other beneficiary and carrier data resident in your processing environment. These include:

- [Redacted]
  - [Redacted]
- [Redacted]
- [Redacted]

The following table lists HMS' familiarity with DHS project-related data and which of the DHS data files are needed to perform data matches.

[Redacted]			
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

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<div data-bbox="170 766 1146 800" data-label="Text"><p>D. Describe the proposed data match criteria for the identification of valid matches.</p></div>	<div data-bbox="1370 766 1463 800" data-label="Text"><p>5 points</p></div>
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Using custom-built technology, computing power, and know-how from our team of data scientists, our iMatch process overcomes these common challenges:

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The following figure provides an example of the types of matches we can detect and confirm through the iMatch logic that most other data match processes would miss.



### Reducing Risk via Quality Matches

While most TPL vendors can perform data matches against names, SSNs, and DOBs, what sets HMS apart is that our iMatch algorithm library picks up an additional 5-10% that most competitors miss. We receive direct eligibility data from carriers and other demographic information from a variety of other sources, which allows us to match on multiple data points. Other vendor solutions that use a clearinghouse to identify other coverage are limited to requesting a hit based on limited datapoints and receive limited data in return, which prevents

the depth of quality assurance necessary to make certain it is a correct match.

[REDACTED]  
[REDACTED] The soundness of our approach has resulted in incremental improvements in our ability to identify other coverage available to Medicaid members.

In addition to the numerous algorithms we use to identify matches, we have an equal number of quality checks so that the matches are correct. [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

#### **Perform Analytics to Impute Other Coverage**

[REDACTED]

Given our depth of experience working with carriers and processing their eligibility files, we know that the data received is incomplete and/or inconsistent. This can happen for a variety of reasons:

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

Our processing of Arkansas Medicaid beneficiary data will often yield one or more data elements, which can include:

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E. Describe your process for discovering and transmitting corrections.	5 points
<p>As part of the standard matching, verification, and delivery process, HMS reconciles the most current information from the carriers with the DHS resource file. When we identify that the information on the resource file is outdated and needs updating with a term date or other changes, we transmit the updates/corrections on the next TPL submitted to the MMIS.</p> <p>Should HMS discover that cost avoidance information we provided to DHS is erroneous, we take immediate steps to correct it. Consistent with the RFP requirements, [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>The continuum of HMS processes governing our identification and validation of TPL coverage used for cost avoidance purposes entails the application of multiple quality assurance processes. These incremental checks proactively monitor for errors — or the inconsistencies that may lead to errors — throughout our TPL discovery approach. These incremental, multi-point checks include the following:</p> <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> </ul> <p>Given the rigor with which we approach TPL identification, we seek to prove to our clients and ourselves that the quality of our deliverables are dependable and sound. Should we encounter an issue — either through our internal checks or brought to our attention by our clients — we have a tested protocol that identifies, communicates, researches, and resolves the issue quickly and with transparency.</p>	
F. Describe your reconciliation process.	5 points
<p>HMS' reconciliation process is designed to identify and make timely updates to the DHS resource file. We understand the importance of keeping the resource file accurate and how it impacts members. When the resource file information is inaccurate for members, it can temporarily prevent beneficiaries from getting a needed service or prescription.</p>	

With HMS, DHS is assured of receiving accurate and current TPL information tied to Arkansas Medicaid beneficiaries — when we first discover it and throughout the term of coverage. Our process of monitoring for TPL coverage and reconciling changes that we encounter will occur at least monthly, in accordance with the terms of the RFP.

A myriad of reasons underscore why TPL coverage may change and evolve over time, and include:

- Beneficiary changes in employment and/or employers, or family make-up/dependents
- Employer changes in benefits, its benefit plan design, or benefit administrators
- Other benefit changes, such as after open enrollment or new benefit years that impact eligibility spans

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

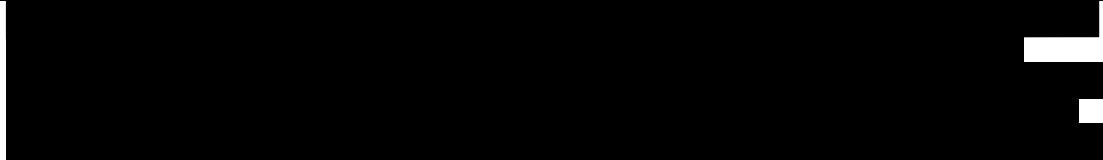
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



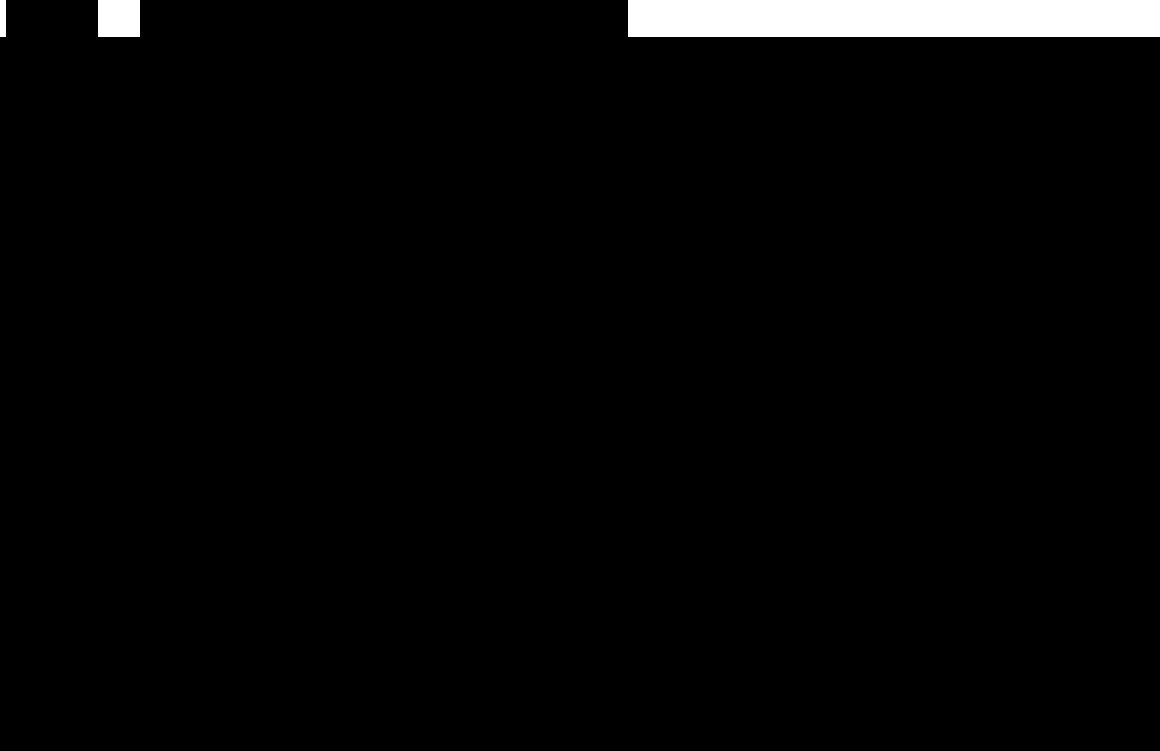
As a result of HMS' update and reconciliation process, we promote the ongoing hygiene of the State's TPL Resource File, and the availability of this data for coordination of benefit purposes by the MMIS vendor's claims processing system.

## Reporting

HMS understands the importance of being able to track and verify information that is being shared with Arkansas TPL. For this reason, HMS has been providing monthly reports to Arkansas DHS that demonstrate the work completed and providing Arkansas DHS with the required information to approve and verify our work. As a part of this process, HMS provides monthly reports with the following information:


- Previously unknown TPL
- Previously unknown TPL terminated
- Previously known TPL was discovered to be terminated
- Previously known TPL was not discovered to be terminated (for example, verified and still active)

The Arkansas DHS TPL team reviews this information on a monthly basis and approves the files before HMS completes the identification process and has the files ingested into the MMIS to have the information available electronically for the State.



As HMS works to provide the reporting required for DHS, you can see that the reporting structure is currently in place and ready for implementation of a new contract, as HMS currently matches on the data points requested by DHS for TPL coverage.

HMS has demonstrated our ability to meet the needs of DHS reporting. As new reports are requested, HMS has the ability to gather the information and change reporting as needed by DHS as long as the information is available for aggregation. After the award of the contract, HMS is dedicated to meeting with and discussing the needs of AR TPL and creating the required reports for Non-Custodial Parent/Medicaid Beneficiary Report and Monthly Program

<p>Eligibility report, Recovery Reports, and Previously Identified TPL reports.</p> <p>HMS has variations of these requested reports in production at this time and is confident that we can accommodate the required changes for regular reporting and ad-hoc requests initiated by DHS.</p> 	
<p>G. Provide your proposed TPL Master Resource File review and verification process including:</p> <ol style="list-style-type: none"> <li>1. Migrating TPL Master Resource data from the current TPL Master Resource File, maintained by the MMIS Contractor; and</li> <li>2. Providing a comprehensive revalidation of all data included on the current TPL Master Resource File.</li> </ol>	<p>5 Points</p>



## Resource File Review and Verification Process

Even though many State Medicaid programs structure their TPL vendor's contracts to focus on delivering new policies, HMS fully understands the importance of keeping the resource file accurate, clean, and current. The State will maximize cost avoidance savings from new policies, but outdated information on the resource file can cause harm to beneficiaries, providers, and any managed care organizations (MCOs) receiving and utilizing the State resource file. Member phone calls to have their TPL information updated or termed is the most common outcome of outdated information on the resource file.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Migrating the TPL Master Resource From the Current MMIS

With HMS' national breadth and experience on TPL-related matters, we can provide expertise and guidance on how different states are handling TPL information as they transition to a modular environment.

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

Most MMIS resource files contain policy information that is old, inaccurate, or untrusted. [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] As a thought leader in this space, HMS is the ideal vendor to provide input and support DHS's vision of TPL in a future modular environment.

**Comprehensive Re-Confirmation of Data in Current TPL Master Resource File**

As stated earlier in this section, HMS has established processes to support re-confirmation of all data included on the current TPL Master Resource File. When reconciling the resource file against the information in our national NEDP, each policy on the resource file will fall into one of the three following groups:

I [REDACTED]

I [REDACTED]

I [REDACTED]

HMS has worked with nearly every MMIS vendor in the nation. We are familiar with the different fields and table designs of how TPL data is stored. With this breadth of experience, HMS is best positioned to support DHS's current TPL resource file needs and prepared for future migration of the resource file data to a new vendor/module or to be maintained by HMS.

## E.3 Recoveries (Post Payment, Casualty, & Tort)

E.3 Recoveries (Post Payment, Casualty, & Tort)





[REDACTED]

[REDACTED]

[REDACTED]







[REDACTED]

[REDACTED]

HMS' priority is to maintain DHS compliance with TPL regulations and to optimize recovery of Medicaid funds. [REDACTED]

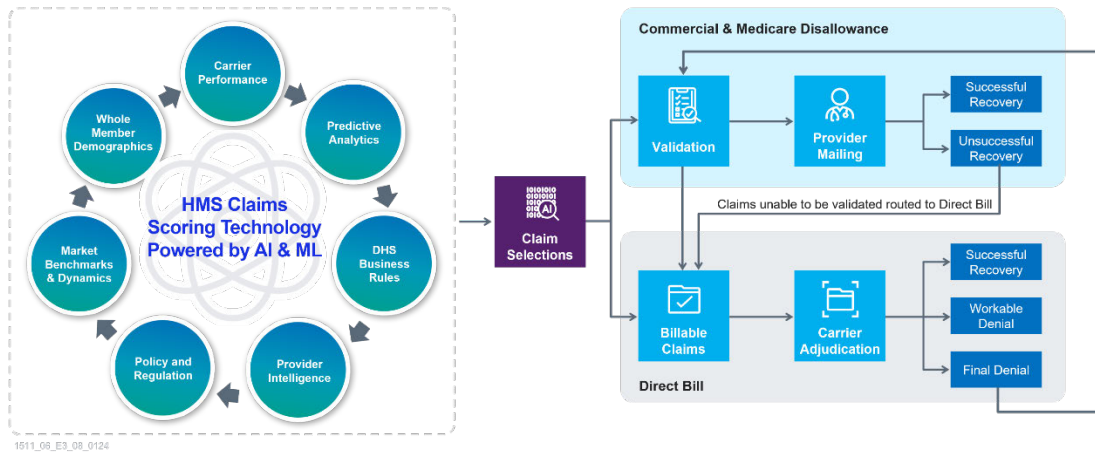
[REDACTED] his billing activity still creates an audit trail for DHS to demonstrate compliance with federal TPL billing requirements.

[REDACTED]

B. Describe your process for pay and chase activities and how it will be accomplished?	5 points
<p>HMS' approach to pay and chase TPL recovery is broad, comprehensive, and designed to promote the State's ongoing compliance with federal rules governing mandatory TPL payment recapture. Our claims selection process and recovery techniques maximize recovery dollars, not simply focusing on claims with a higher pay rate, while also strengthening relationships with stakeholders, including providers and carriers. When we determine that DHS has paid claims for beneficiaries with other health coverage, we pursue recovery of those payments using tested, thorough processes that include billing the liable third party directly or recouping payments from providers. These processes are in-place, mature, configured specifically for DHS, and delivering results today. [REDACTED]</p> <p>[REDACTED] HMS has already committed the resources necessary to support DHS's robust TPL pay and chase recovery program and will continue to do so in the next contract term.</p> <p>Our success supporting DHS and nearly 200 other Medicaid agencies and Medicaid managed care plans with their TPL recovery programs reflects the core capabilities, technology, and relationships that we have introduced, innovated, and nurtured over the past several decades, including:</p> <ul style="list-style-type: none"><li> [REDACTED]</li><li> [REDACTED]</li><li> [REDACTED]</li><li> [REDACTED]</li><li> [REDACTED]</li><li> [REDACTED]</li></ul> <p>HMS has the requisite pieces in place to optimize the Arkansas TPL recovery program. Our primary goal for post payment recoveries is to recover Arkansas Medicaid payments as quickly as possible. [REDACTED]</p> <p>[REDACTED] We describe our processes for direct billing directly below and our provider disallowance strategy in the Provider Disallowance section E.3.G.</p> <p>Regardless of whether we bill the third party directly (direct bill) or coordinate with the provider to do so (provider disallowance), HMS delivers a steady stream of recoveries using our comprehensive and coordinated methodology.</p>	



**Figure 15. Two-Fold, Comprehensive Recovery Strategy**



[REDACTED]

[REDACTED]

Regardless of which method is deployed, HMS' approach to recovery:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Federal statutes require that Medicaid programs pursue recovery from liable third parties within 60 days, which is consistent with the DHS RFP. HMS will initiate recovery within 60 days after the end of the month in which the overpayment was discovered. If TPL was already known at the time of payment, HMS will initiate recovery within 60 days after the month during which the claim was first paid. HMS' leading TPL identification intelligence and recovery infrastructure promotes DHS's ability to comply with this requirement and speed payment recapture.


HMS offers DHS several advantages that allow us to continue providing our winning solution in Arkansas uninterrupted:

[REDACTED]

[REDACTED]

[REDACTED]

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C. How will subrogation activities be conducted, and updates maintained?	5 points
<p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"><li>[REDACTED]</li><li>[REDACTED]</li><li>[REDACTED]</li><li>[REDACTED]</li><li>[REDACTED]</li><li>[REDACTED]</li><li>[REDACTED]</li><li>[REDACTED]</li><li>[REDACTED]</li><li>[REDACTED]</li></ul> <p>[REDACTED]</p> <p>[REDACTED]</p>	

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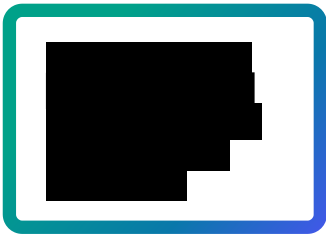
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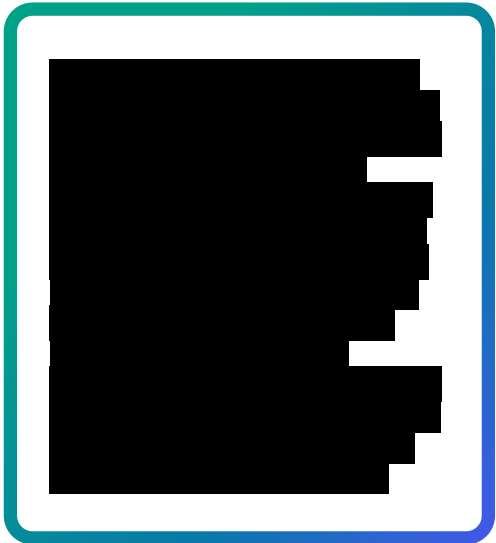


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<div data-bbox="154 1619 1253 1684"><div data-bbox="154 1619 1253 1684">D. Describe the process of communication and outreach to attorney's, insurance companies and other providers in relation to subrogation activities?</div></div>	<div data-bbox="1360 1619 1463 1654"><div data-bbox="1360 1619 1463 1654">5 points</div></div>

[REDACTED]



[REDACTED]

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<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
<p>E. Describe your process for establishing, maintaining, and updating the accounts receivable file for claims identified and billed to third party resources.</p>	<p>5 points</p>
<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	



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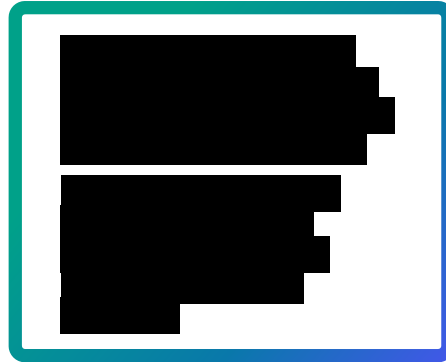
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<div>[REDACTED]</div>	
F. Describe your process for closing out claims for which no response was received.	
<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	

G. Describe your process for conducting recoupment and disallowances.

[REDACTED]



[REDACTED]

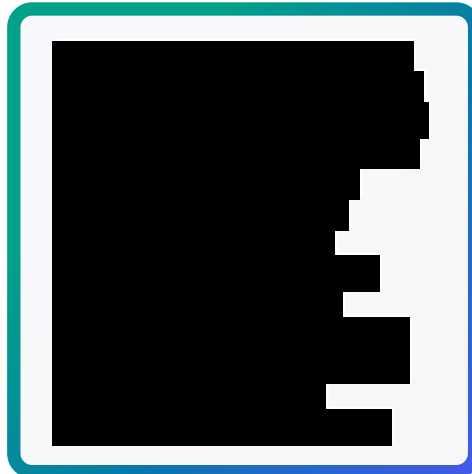
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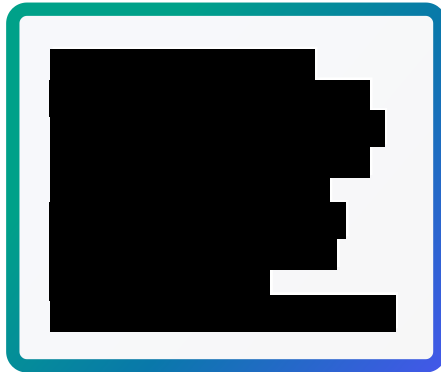
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<div data-bbox="160 134 1240 1564" data-label="Image"></div> <p data-bbox="160 1598 1269 1717">Once validated, HMS will deduct from our invoices any refunds of previous recoveries made to DHS in instances in which third-party resources made incorrect or disallowed payments. We will make sure that our monthly billing statements show the total refund amount as the amount to deduct from the current month's bill.</p> <p data-bbox="160 1734 1269 1854">Our monthly invoice will include recoveries received during the invoice period (usually the prior month) as well as any adjustments due to approved refund requests from carriers or providers. We will attach to each invoice a summary of all refunds for the month and the refunds' supporting claim information.</p>	
<p data-bbox="160 1890 1263 1948">I. Describe your methodology for identifying refunds owed to third party resources to correct recoveries or other overpayments.</p>	

HMS takes seriously the work we do associated with recovering TPL overpayments from liable third parties and preserving taxpayer funds. At the same time, we have designed our processes to reduce DHS risk and to minimize errors. [REDACTED]

Though exceedingly rare, overpayments can occur for a variety of reasons. [REDACTED]

<p>[REDACTED]</p>	
<p>J. Describe your methodology for conducting patient account reviews and payment audit programs.</p>	
<p>[REDACTED]</p>	

[REDACTED]		
[REDACTED]		
[REDACTED]		
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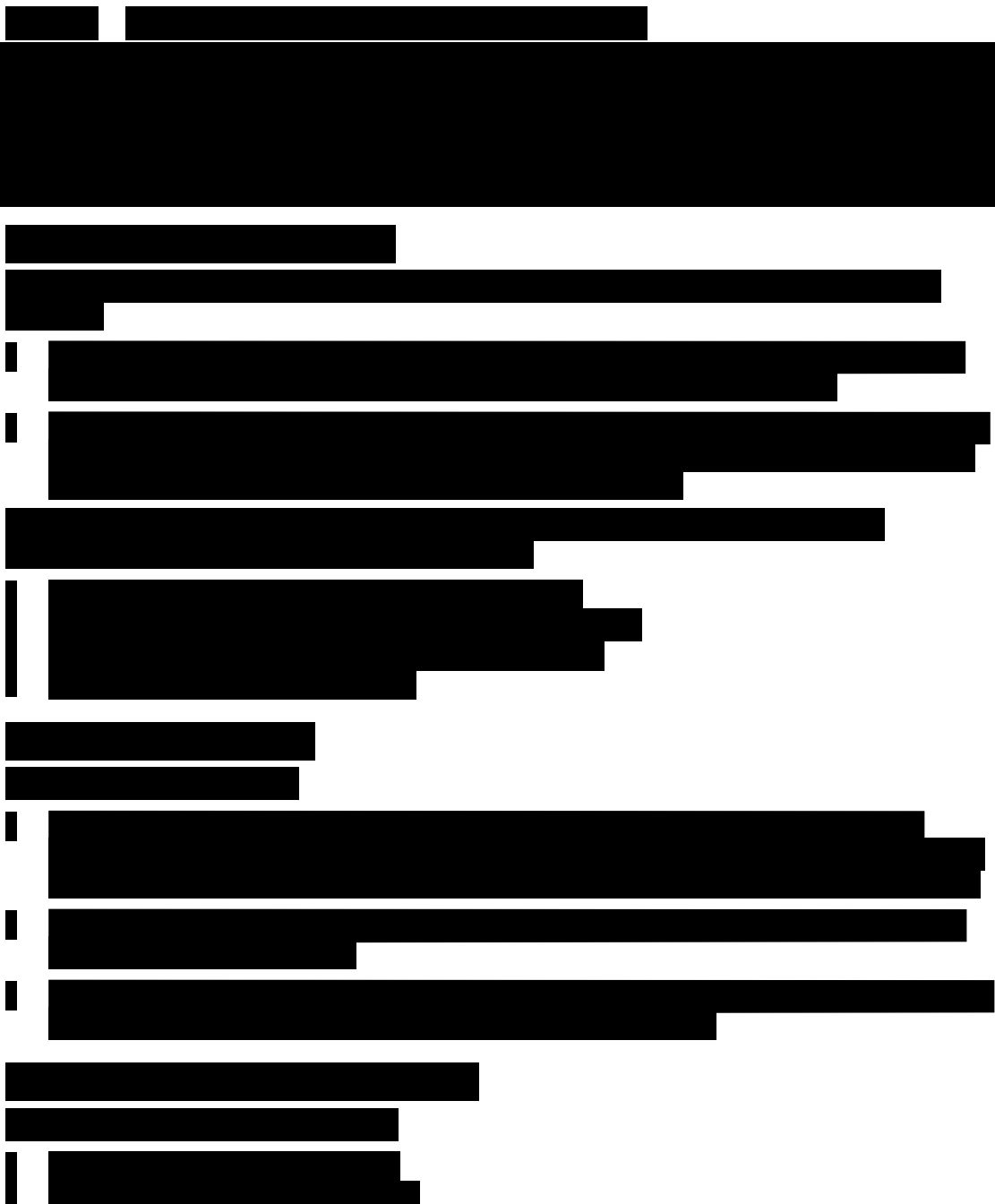


[REDACTED]


Our complex financial review process includes a full review of multiple aspects of a provider's patient A/R system and process. [REDACTED]

[REDACTED]

The following figure illustrates the steps of our Arkansas-specific process for credit balance review.



<div data-bbox="159 132 1261 1986"><div data-bbox="159 132 1075 304"><div data-bbox="159 132 776 174">[REDACTED]</div><div data-bbox="516 195 1024 216">[REDACTED]</div><div data-bbox="488 237 1075 268">[REDACTED]</div></div><div data-bbox="159 325 1261 476"><div data-bbox="159 325 511 371">[REDACTED]</div><div data-bbox="159 371 1261 476">[REDACTED]</div></div><div data-bbox="159 487 1252 779"><div data-bbox="159 487 599 525">[REDACTED]</div><div data-bbox="159 535 1252 602"><div data-bbox="159 535 175 573">[REDACTED]</div><div data-bbox="207 535 1252 602">[REDACTED]</div></div><div data-bbox="207 613 958 651"><div data-bbox="207 613 224 651">[REDACTED]</div><div data-bbox="256 613 958 651">[REDACTED]</div></div><div data-bbox="207 661 1222 728"><div data-bbox="207 661 224 699">[REDACTED]</div><div data-bbox="256 661 1222 728">[REDACTED]</div></div><div data-bbox="207 739 945 779"><div data-bbox="207 739 224 779">[REDACTED]</div><div data-bbox="256 739 945 779">[REDACTED]</div></div></div><div data-bbox="159 800 1232 919"><div data-bbox="159 800 620 846">[REDACTED]</div><div data-bbox="159 846 1232 919">[REDACTED]</div></div><div data-bbox="159 930 1261 1186"><div data-bbox="159 930 1053 968"><div data-bbox="159 930 175 968">[REDACTED]</div><div data-bbox="207 930 1053 968">[REDACTED]</div></div><div data-bbox="159 978 1237 1045"><div data-bbox="159 978 175 1016">[REDACTED]</div><div data-bbox="207 978 1237 1045">[REDACTED]</div></div><div data-bbox="159 1056 1261 1186"><div data-bbox="159 1056 175 1094">[REDACTED]</div><div data-bbox="207 1056 1261 1186">[REDACTED]</div></div></div><div data-bbox="159 1207 1247 1480"><div data-bbox="159 1207 696 1253">[REDACTED]</div><div data-bbox="159 1253 1247 1480">[REDACTED]</div></div><div data-bbox="159 1501 1214 1684"><div data-bbox="159 1501 555 1547">[REDACTED]</div><div data-bbox="159 1547 1214 1684">[REDACTED]</div></div><div data-bbox="159 1705 1268 1978"><div data-bbox="159 1705 498 1751">[REDACTED]</div><div data-bbox="159 1751 1268 1978">[REDACTED]</div></div></div>	
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<p><b>HMS' CBA Client Portal</b></p> <p>If requested by DHS, HMS has a CBA Client Portal that is an approval tool used by DHS staff to review, approve, or request additional details on audits. [REDACTED]</p> <p>[REDACTED] However, we can also provide DHS access to this client portal for review, as needed.</p>	
<p>L. Describe your methodology for identifying Medicaid provider inpatient and outpatient overpayments.</p>	
<p>As described earlier in Section E.3.J, HMS is also a national leader in Program Integrity and has numerous methodologies and algorithms for identifying inpatient and outpatient overpayments. We have designed integrated applications that are adapted to streamline the entire eligibility identification, verification, valuation, and recovery process to determine liability for inpatient and outpatient claims and collect payments with speed and accuracy.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
<p>M. Explain how you will avoid duplicate billing.</p>	
<p>As described in more detail in Section E.3.E, [REDACTED]</p> <p>[REDACTED] Our A/R process prevents the duplicate billing of claims directly to carriers and prevents the pursuit of the same claim through different recovery programs.</p> <p>HMS' approach to source data management includes a key component that contributes to the quality of billings and eliminates potential for duplicate billing. [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>In addition, HMS applies established business rules that mitigate instances of duplicate billings. [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	

<div data-bbox="159 134 1266 262" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 275 1219 306" data-label="Text"><p>Accordingly, we take the steps necessary to avoid duplicate billing. [REDACTED]</p></div> <div data-bbox="159 306 1245 525" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 535 1229 600" data-label="Text"><p>Owing the depth of cost containment work that HMS supports, [REDACTED]</p></div> <div data-bbox="159 611 1248 774" data-label="List-Group"><ul style="list-style-type: none"><li data-bbox="159 611 1128 653">■ [REDACTED]</li><li data-bbox="159 653 1248 726">■ [REDACTED]</li><li data-bbox="159 726 1117 774">■ [REDACTED]</li></ul></div> <div data-bbox="159 787 1253 875" data-label="Text"><p>These safeguards make certain that a claim is not acted upon more than once. This also prevents our pursuing TPL repayment more than once and resulting in stakeholder payments that then need to be refunded.</p></div> <div data-bbox="159 890 1261 1113" data-label="Text"><p>[REDACTED]</p></div>	
<div data-bbox="159 1140 1268 1230" data-label="Text"><p>N. Describe your process for identifying, tracking, and pursuing recovery of Medicaid funds from casualty and litigation related cases (including cases involved in mass tort and global settlement).</p></div>	

HMS is aware of the potential for litigation on individual cases which are subject to subrogation and the ongoing litigation for mass torts impacting Medicaid beneficiaries. We have processes in place to monitor and manage both individual and mass tort cases to the benefit of DHS. [REDACTED]

As cases are processed through our normal workflow described in Section C. above, our caseworkers are trained to identify cases with the potential for litigation. Cases with key characteristics often are accompanied by litigation, including the following:



## Mass Tort Recoveries

The number and frequency of mass tort cases has seemingly increased in the past decade. The plaintiff's bar uses this tool to press cases, which impact large segments of the population including Medicaid beneficiaries. HMS is aware of the potential impacts to DHS and Medicaid beneficiaries and has developed a process to secure payments due from mass tort and global settlement cases back to DHS. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

We will establish agreed-upon holdbacks and offsets thresholds with DHS, with requests outside of those being presented to DHS for approval. After obtaining approval or the DHS's counteroffer, our Mass Tort team communicates that information to the LRG. HMS cultivates a strong relationship with the LRGs to facilitate the flow of information and settlement of cases for our clients that participate in this program.

[REDACTED]

## E.4 Call Center





E.4 CALL CENTER	
<p>A. Describe your ability to accommodate all calls, including those requiring the use of interpreter services for the hearing impaired and for callers that have limited English proficiency.</p>	5 points
<p>HMS operates a Health Insurance Portability and Accountability Act (HIPAA)-compliant, toll-free call center. HIPAA compliance is crucial to preserving the privacy and confidentiality of our client's beneficiaries and beneficiaries' sensitive information. HMS adheres to the standards established and monitored through our Corporate Compliance program. [REDACTED]</p> <p><b>Accommodating All Calls</b></p> <p>HMS continually reviews calls for accuracy and call volume placing the right number of representatives on the line [REDACTED]</p> <p>For the DHS TPL project, we will continue to require all project team members and call center representatives to complete the highest level of training related to their job responsibilities so that we consistently achieve compliance with current HIPAA requirements. [REDACTED]</p> <p>We rely on comprehensive, ongoing training of team members as a key component of our service approach. Accordingly, team members are required to complete rigorous compliance and security training upon being hired and again annually. [REDACTED]</p> <p><b>Support for the Hearing Impaired and Interpreter Services</b></p> <p>[REDACTED]</p>	
<p>B. Describe the call center's technological capability to allow for monitoring and auditing of calls as well as documenting calls.</p>	5 points
<p>[REDACTED]</p> <p>[REDACTED]</p>	

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

We have established internal project guidelines and operating procedures so that our team responds to claim inquiries in a consistent manner. The following figure shows our call center platform dashboard to monitor call center activity.

<div data-bbox="159 134 621 172" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="144 174 1273 808" data-label="Text"><p>[REDACTED]</p></div>	
<p>C. Provide a draft of your call center disaster recovery.</p>	<p>5 points</p>
<div data-bbox="159 903 1268 1247" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 1253 1268 1507" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 1514 1263 1705" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 1711 1248 1812" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 1818 894 1858" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 1864 576 1904" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 1911 576 1953" data-label="Text"><p>[REDACTED]</p></div>	

<ul style="list-style-type: none"> <li>I [REDACTED]</li> <li>I [REDACTED]</li> <li>I [REDACTED]</li> <li>I [REDACTED]</li> <li>I [REDACTED]</li> <li>I [REDACTED]</li> <li>I [REDACTED]</li> <li>I [REDACTED]</li> </ul> <p>[REDACTED]</p> <p>[REDACTED]</p>	
<p>D. Describe your methodology for meeting or exceeding the minimum standards outlined in Section 2.4.5.D of the RFP.</p>	
<p>HMS tracks DHS's call center performance encompassing the minimum standards outlined in Section 2.4.6.D of the RFP. During the contract term, HMS will provide our report to DHS weekly during months 1-3, then monthly thereafter. We make certain that staffing is at a level sufficient and with the expertise to verify the following:</p> <ul style="list-style-type: none"> <li>I [REDACTED]</li> <li>I [REDACTED]</li> <li>I [REDACTED]</li> </ul>	

	[REDACTED]	
I	[REDACTED]	
I	[REDACTED]	
I	[REDACTED]	
I	[REDACTED]	
I	[REDACTED]	
	[REDACTED]	

## E.5 Plans



E.5 PLANS	
<p>A. Describe how your Project Management Plan (PMP) meets all requirements in the scope of work as specified in Section 2.4.8.A of the RFP.</p>	5 points
<div data-bbox="159 338 1263 653" style="background-color: black; height: 150px; width: 100%;"></div> <div data-bbox="159 659 1252 821" style="background-color: black; height: 77px; width: 100%;"></div> <div data-bbox="159 827 1255 957" style="background-color: black; height: 62px; width: 100%;"></div> <div data-bbox="159 963 1255 1157" style="background-color: black; height: 92px; width: 100%;"></div> <div data-bbox="159 1163 1263 1383" style="background-color: black; height: 105px; width: 100%;"></div> <div data-bbox="159 1390 383 1432" style="background-color: black; height: 20px; width: 138px;"></div> <div data-bbox="159 1438 451 1480" style="background-color: black; height: 20px; width: 180px;"></div> <div data-bbox="196 1486 329 1528" style="background-color: black; height: 20px; width: 82px;"></div> <div data-bbox="196 1535 586 1577" style="background-color: black; height: 20px; width: 240px;"></div> <div data-bbox="159 1583 607 1625" style="background-color: black; height: 20px; width: 276px;"></div> <div data-bbox="196 1631 332 1673" style="background-color: black; height: 20px; width: 84px;"></div> <div data-bbox="196 1680 305 1722" style="background-color: black; height: 20px; width: 67px;"></div> <div data-bbox="245 1728 576 1770" style="background-color: black; height: 20px; width: 204px;"></div> <div data-bbox="245 1776 787 1818" style="background-color: black; height: 20px; width: 334px;"></div> <div data-bbox="245 1824 667 1866" style="background-color: black; height: 20px; width: 260px;"></div> <div data-bbox="245 1873 667 1915" style="background-color: black; height: 20px; width: 260px;"></div> <div data-bbox="196 1921 352 1963" style="background-color: black; height: 20px; width: 96px;"></div>	





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Government	Percentage
Current government	85%
Previous government	15%

5 points

Age Group	Should Take Action	Should Not Take Action
18-29	85%	15%
30-49	85%	15%
50-69	85%	15%
70+	85%	15%





Category	Sub-category	Item 1	Item 2	Item 3	Item 4	Item 5
Category A	Sub-category A1	Item A1.1	Item A1.2	Item A1.3	Item A1.4	Item A1.5
	Sub-category A2	Item A2.1	Item A2.2	Item A2.3	Item A2.4	Item A2.5
Category B	Sub-category B1	Item B1.1	Item B1.2	Item B1.3	Item B1.4	Item B1.5
	Sub-category B2	Item B2.1	Item B2.2	Item B2.3	Item B2.4	Item B2.5
Category C	Sub-category C1	Item C1.1	Item C1.2	Item C1.3	Item C1.4	Item C1.5
	Sub-category C2	Item C2.1	Item C2.2	Item C2.3	Item C2.4	Item C2.5
Category D	Sub-category D1	Item D1.1	Item D1.2	Item D1.3	Item D1.4	Item D1.5
	Sub-category D2	Item D2.1	Item D2.2	Item D2.3	Item D2.4	Item D2.5

## Introduction to Risk Management Approach

The HMS risk management process follows a best practice approach based on the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) Version 6 and focuses its attention on understanding the key risks and managing them within the guidelines set by the TPL Services Management team and DHS Risk Management Plan. The TPL Services Management team will examine the risk exposure and determine how to best mitigate such exposure. The following Risk Management flow chart outlines the specific activities that are required to carry out the processes within the risk management function. HMS implements risk management according to a five-phase lifecycle.

<div data-bbox="159 130 1248 1104"><div data-bbox="159 130 522 172"></div><div data-bbox="159 172 1248 1104"></div></div> <div data-bbox="159 1104 1183 1226"><div data-bbox="159 1104 766 1150"></div><div data-bbox="159 1150 1183 1226"></div></div> <div data-bbox="159 1226 466 1535"><div data-bbox="159 1226 466 1535"></div></div> <div data-bbox="159 1535 1268 1929"><div data-bbox="159 1535 1219 1761"></div><div data-bbox="159 1761 1268 1929"></div></div>	
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The Risk Owners, working with the TPL Services team leads and business stakeholders, analyze new risks to determine their impact on the cost, schedule, and/or quality of the TPL



Services. Risk analysis is both qualitative and quantitative.

- Qualitative risk analysis is used to determine characteristics associated with the risk's impact and probability.
- Quantitative risk analysis is used to determine the risk's priority rating based on its probability and total impact.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### **Risk Response and Mitigation Plan**

The Risk Owner, with input from appropriate members of the TPL Services team, will develop a Risk Response and Mitigation Plan. The TPL team will suggest the recommended risk response for DHS consideration. The purpose of this plan is to help reduce the probability and/or impact of a risk to the project. This plan will also identify the type of risk response needed and the activities that will be undertaken to address the risk.

[REDACTED]

The actions identified to help decrease the probability of an adverse risk may be more effective and less expensive than fixing the damage after a risk has occurred. However, in some situations, risk mitigation options may be costly, and this will have to be factored into the overall decision-making process as to which option to choose.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Risk responses and mitigation plan information will be added/updated in the Project Risk Register by the Risk Owner.

### **Monitoring and Tracking Tools**

New and existing risks are documented in the Risk Register developed by the PMO. The Risk Register will be continuously updated, from risk identification through risk monitoring and control. Risk tracking will be an ongoing activity that will be monitored by the TPL Services Management Project Manager. Allowing one of the TPL Services Management team members to enter the risk, issue, or action item into the register promotes consistency and allows necessary initial clarifications to be captured at the time of entry.

Risk monitoring and control activities include continued risk identification, risk assessment, planning for newly identified risks, monitoring trigger conditions, and reassessing the mitigation plan.

Risk status and reporting will be presented during the bi-weekly Arkansas Implementation Meeting. [REDACTED]

In some cases, circumstances pertaining to the risk mitigation treatment may exceed the authority of the Risk Owner. Risks will be escalated when the risk meets one or more of the following criteria:

- If the treatment of the risk requires decisions/actions that are beyond what the Risk Owner is authorized to decide
- If the risk impacts multiple vendors and addressing the risk requires their participation
- If addressing the risk requires corporate changes

Prior to escalating a risk, the TPL Services contractor assures that the risk information is complete. When a risk is escalated, complete information about the risk will be provided to act promptly and appropriately. If the risk is urgent, it is acceptable to communicate escalation by phone or e-mail and update the risk register afterwards.

### Closing a Risk

If the TPL Services Risk Management team determines the risk closure request to be valid, based on subject-matter expertise, then a member of the TPL Services Risk Management team documents the risk as completed in the project risk register. Risks targeted for closure will be reviewed and acted on at the scheduled Risks and Issues Review Meeting. Owners can update the status to “Completed” when they believe the work associated with that risk is fulfilled. At the scheduled Risks and Issues Review Meeting, a risk in the “Completed” state will be reviewed for closure. For risks with a “Completed” state, agreement from the requestor will be required for the risk to be closed. Approval from the requestor can be obtained at the meeting where the risk is being reviewed or via email. After approval, a member of the TPL Services Risk Management team will document the closure. Risks declared completed by Risk Owner will be reviewed at the Risks and Issues Review Meeting to determine the reason for risk closure, as shown in the following table.


### Issue Management

The Issue Management approach includes at a minimum:

- Approach to issue management
- Issue management process steps including:
  - Approach to prioritizing, tracking, escalating, communicating, and reporting issues
  - Approach to documenting, reporting, and resolving issues identified by the Contractor, DHS, or other module Contractors
  - Approach to impact analysis
- Tools and techniques for active and ongoing identification and monitoring of project issues
- Roles and responsibilities
- Describe how issues will be quantified and qualified

E. Describe your Systems Security and Privacy Plan as specified in Section 2.4.11 of the RFP.

5 points

<div data-bbox="159 134 1243 327">[REDACTED]</div> <div data-bbox="159 333 1263 554">[REDACTED]</div> <div data-bbox="159 560 1268 661">[REDACTED]</div> <div data-bbox="159 667 597 905"><div data-bbox="159 667 170 905">[REDACTED]</div><div data-bbox="204 667 597 905">[REDACTED]</div></div> <div data-bbox="159 911 1268 1226">[REDACTED]</div> <div data-bbox="159 1232 1136 1299">[REDACTED]</div> <div data-bbox="159 1306 384 1350">[REDACTED]</div> <div data-bbox="159 1356 422 1396">[REDACTED]</div> <div data-bbox="196 1402 342 1442">[REDACTED]</div> <div data-bbox="196 1449 318 1488">[REDACTED]</div> <div data-bbox="196 1495 441 1535">[REDACTED]</div> <div data-bbox="196 1541 378 1581">[REDACTED]</div> <div data-bbox="159 1587 337 1627">[REDACTED]</div> <div data-bbox="196 1633 342 1673">[REDACTED]</div> <div data-bbox="196 1680 318 1719">[REDACTED]</div> <div data-bbox="196 1726 441 1766">[REDACTED]</div> <div data-bbox="196 1772 378 1812">[REDACTED]</div> <div data-bbox="159 1818 526 1858">[REDACTED]</div> <div data-bbox="196 1864 342 1904">[REDACTED]</div> <div data-bbox="196 1911 318 1950">[REDACTED]</div> <div data-bbox="196 1957 441 1997">[REDACTED]</div>	
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<p>[REDACTED]</p>	
<p>F. Describe your plan to meet the security requirements as specified in Section 2.4.11 of the RFP.</p>	<p>5 Points</p>
<p>[REDACTED]</p>	

<div data-bbox="159 134 1260 533" data-label="Text"><p>[Redacted]</p></div>	
<div data-bbox="167 552 1203 611" data-label="Text"><p>G. Describe your plan for interfacing with DHS’ Systems including MMIS as specified in Section 2.4.10 of the RFP.</p></div>	<div data-bbox="1370 552 1466 579" data-label="Text"><p>5 Points</p></div>
<div data-bbox="159 644 1260 1990" data-label="List-Group"><div data-bbox="159 644 1214 743" data-label="Text"><p>[Redacted]</p></div><div data-bbox="159 751 1260 911" data-label="Text"><p>[Redacted]</p></div><div data-bbox="159 919 1203 987" data-label="Text"><p>[Redacted]</p></div><div data-bbox="159 995 1260 1094" data-label="Text"><p>■ [Redacted]</p></div><div data-bbox="159 1102 1203 1176" data-label="Text"><p>■ [Redacted]</p></div><div data-bbox="159 1184 1260 1373" data-label="Text"><p>■ [Redacted]</p></div><div data-bbox="159 1381 1260 1480" data-label="Text"><p>■ [Redacted]</p></div><div data-bbox="159 1488 1227 1562" data-label="Text"><p>■ [Redacted]</p></div><div data-bbox="159 1570 1045 1610" data-label="Text"><p>■ [Redacted]</p></div><div data-bbox="159 1619 1243 1690" data-label="Text"><p>■ [Redacted]</p></div><div data-bbox="159 1698 570 1738" data-label="Text"><p>■ [Redacted]</p></div><div data-bbox="159 1747 1166 1816" data-label="Text"><p>[Redacted]</p></div><div data-bbox="159 1824 1179 1864" data-label="Text"><p>■ [Redacted]</p></div><div data-bbox="159 1873 1243 1942" data-label="Text"><p>■ [Redacted]</p></div><div data-bbox="159 1950 1032 1990" data-label="Text"><p>■ [Redacted]</p></div></div>	

<div data-bbox="159 136 1230 289" data-label="Text"><p>[REDACTED]</p></div> <ul style="list-style-type: none"> <li data-bbox="159 304 1256 403">I [REDACTED]</li> <li data-bbox="159 415 1219 483">I [REDACTED]</li> <li data-bbox="159 493 1182 560">I [REDACTED]</li> <li data-bbox="159 571 938 611">I [REDACTED]</li> <li data-bbox="159 621 1214 688">I [REDACTED]</li> <li data-bbox="159 699 1252 766">I [REDACTED]</li> <li data-bbox="159 777 1174 844">I [REDACTED]</li> <li data-bbox="159 854 1214 894">I [REDACTED]</li> <li data-bbox="159 905 553 940">I [REDACTED]</li> </ul>	
<p>H. Describe your plan for Disaster Recovery Business Continuity (DRBC) as specified in Section 2.4.12 of the RFP as specified in Section 2.4.12 of the RFP.</p>	5 Points
<div data-bbox="159 1060 1222 1159" data-label="Text"><p>[REDACTED]</p></div> <ul style="list-style-type: none"> <li data-bbox="159 1171 1230 1270">I [REDACTED]</li> </ul> <div data-bbox="159 1285 1252 1438" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 1453 1268 1669" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="159 1684 1247 1751" data-label="Text"><p>[REDACTED]</p></div> <ul style="list-style-type: none"> <li data-bbox="159 1764 1263 1831">I [REDACTED]</li> <li data-bbox="159 1841 820 1877">I [REDACTED] <ul style="list-style-type: none"> <li data-bbox="207 1887 1149 1923">I [REDACTED]</li> <li data-bbox="207 1934 922 1969">I [REDACTED]</li> </ul> </li> </ul>	

<div style="background-color: black; width: 100%; height: 100%;"></div>	
<p>I. Describe your plan for record retention and access as specified in Section 2.4.13 of the RFP.</p>	<p>5 Points</p>
<p>HMS understands the need to retain records and have them accessible to AR DHS as necessary. In adherence to this request, HMS has a record retention policy that guides our decision-making process and safeguards the records that are mutually shared between Arkansas and HMS.</p> <p>Records will be kept and preserved in a readily accessible location to be determined by HMS and accessible by DHS. HMS' policy for record retention is set by the contract in conjunction with HMS policy. Per the contract request, records will be retained for the duration of the contract plus (10) years. This stipulation includes electronic and paper client documents. It is HMS' policy to adhere to and follow data retention requirements cited by state and federal regulations.</p> <p>At contract signing, document retention periods for client documents are noted in the HMS files to make certain our retention process is initiated and designated for the proper amount of time per the contract and proposal request. The following is the Table of Contents for the Record Retention Policy.</p> <div style="background-color: black; width: 100%; height: 100%;"></div>	

## E.6 Project Closure and Turnover



E.6 PROJECT CLOSURE AND TURNOVER	
A. Describe your plan to complete all the duties required for transition at end-of- contract.	5 points
<p>HMS' commitment to service excellence continues through all phases of the contract, including Project Closure and Turnover. As a collaborative partner, we aim to turn over services to the successor contractor (or DHS) as professionally as we have implemented them. In the rare occasion where HMS has had to transition out, we have a successful record with other state Medicaid agencies in completing seamless transitions back to the state agency or to other contractors, as applicable. We will apply our proven project management tools and processes to actively balance scope, quality, effort, resources, schedule, and risk in meeting the requirements in RFP 2.4.15 Project Closure and Turnover. Our Project Management team and Operations staff will take the lead in providing an organized, documented approach to support a successful transition.</p> <p>Throughout the Exit Transition Period, we will work in DHS's best interest to minimize disruption of services to beneficiaries, providers, DHS, and other stakeholders. Our approach to turnover includes flexibility and the ability to work closely with DHS and the new contractor to carry out our responsibilities with the lowest possible risk. We acknowledge the program information and the working relationship between HMS and the new contractor will be defined by DHS and we will provide information and support as specified by DHS.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> <li>I [REDACTED]</li> <li>I [REDACTED]</li> <li>I [REDACTED]</li> <li>I [REDACTED]</li> <li>I [REDACTED]</li> <li>I [REDACTED]</li> </ul> <p><b>HMS Exit Transition Plan and Schedule of Activities</b></p> <p>All transition tasks will be integrated into our comprehensive Exit Transition Plan (workplan) and Schedule of Activities (project schedule), taking into consideration our lessons learned on prior turnover projects of comparable size and complexity. We will submit our full Turnover/Exit Transition Plan for DHS review and approval within 10 days of notification by DHS. We acknowledge that DHS may request this information at any time during the contract. The plan describes the overall processes HMS plans to follow for each of the turnover components, including workplan and project schedule that will be updated and progress tracked and the frequency and methods for communicating overall status and risks and issues associated with the turnover.</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> <li>I [REDACTED]</li> <li>I [REDACTED]</li> <li>I [REDACTED]</li> </ul>	

<div data-bbox="159 138 1247 569" data-label="List-Group"> <ul style="list-style-type: none"> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> </ul> </div> <div data-bbox="159 579 1263 730" data-label="Text"> <p>We will work with DHS and the new contractor to identify the specific information, project artifacts, and documentation needed to support a successful transition, incorporating agreed upon tasks and timelines into the schedule. We acknowledge DHS may withhold up to 20% of the last month's payment until the turnover activities are complete and the Exit Transition/Turnover Plan is approved by DHS.</p> </div>	
<div data-bbox="167 762 1230 821" data-label="Text"> <p>B. Provide a general end-of-contract transition plan which addresses the key components outlined in the RFP</p> </div>	<div data-bbox="1370 762 1463 793" data-label="Text"> <p>5 points</p> </div>
<div data-bbox="159 856 1235 1129" data-label="Text"> <p>HMS will follow our established project management methodology, based on the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) Guide, tailored for TPL Project Closure and Turnover and our best practices developed through decades of both contract implementation and turnover experience. HMS will prepare and submit an Exit Transition Plan and Schedule of Activities to facilitate the transfer of responsibilities, information, applicable non-proprietary contractor computer systems, if any, applicable non-proprietary contractor software and documentation, if any, materials, URLs, telephone numbers, specifications, reports, all data, and other applicable artifacts to a new contractor and/or DHS.</p> </div> <div data-bbox="159 1150 1252 1304" data-label="Text"> <p>We will develop and submit to DHS our Turnover and Exit Transition Plan (Turnover Plan) using our standard Turnover Plan template as our starting point. Our Turnover Plan for the Arkansas Third-Party Liability (TPL) contract will serve as an overarching document to define and manage turnover tasks and to support activities necessary for a successful project closeout. The following is an example the Turnover Plan Table of Contents.</p> </div> <div data-bbox="159 1314 670 1955" data-label="Table-Of-Contents"> <ul style="list-style-type: none"> <li>[REDACTED]</li> <li>[REDACTED]</li> <li>    [REDACTED]</li> <li>        [REDACTED]</li> <li>        [REDACTED]</li> <li>        [REDACTED]</li> <li>        [REDACTED]</li> <li>        [REDACTED]</li> <li>        [REDACTED]</li> <li>        [REDACTED]</li> <li>        [REDACTED]</li> <li>        [REDACTED]</li> <li>        [REDACTED]</li> <li>        [REDACTED]</li> <li>        [REDACTED]</li> </ul> </div>	





[Redacted]

Our draft end-of-contract turnover/transition workplan and schedule will include major transition activities and the following deliverables and milestones:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

