

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

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

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

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<p>Compliance</p> <p>A. DTT services must be provided in accordance with federal and state laws and regulations, including without limitation: Health Insurance Portability Accountability Act (HIPAA), Arkansas Personal Information Protection Act, Health Information Technology for Economic and Clinical Health Act (HITECH), Americans with Disabilities Act (ADA), and Privacy Act.</p> <p>B. If any federal or state statute or regulation is enacted which requires a change in this RFP or any attachment, both parties will deem this contract and any attachment automatically amended to comply with the newly enacted statute or regulation as of its effective date.</p> <p>C. In the event of a conflict between these standards and other applicable state, local, or federal laws, rules, or standards, the stricter requirement shall apply.</p> <p>D. Broker must follow all requirements of the Arkansas Transportation Department for Arkansas Intrastate Renewal.</p> <p>E. Vehicles used to provide DTT services must follow all requirements of the Arkansas Highway Commission rules for passenger carriers. Any vehicle found non-compliant with this solicitation's safety standards, Arkansas Department of Transportation regulations, or any other state or federal law or regulation will be removed from service immediately.</p> <p>F. Broker shall ensure compliance with the Arkansas Child Passenger Protection Law ACA §27-34-104 pertaining to the transportation of children in age-appropriate child safety seats.</p> <p>G. Vehicles used to provide DTT services must comply with applicable federal laws including the lift equipped vehicle requirements of the Americans with Disabilities Act regulations.</p> <p>H. Broker shall comply with DHS Audit Guidelines. Upon request by DHS, broker must provide audited financial statements detailing services provided according to requirements set forth in this solicitation.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<p>1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2. : A five percent (5%) penalty may be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Organizational Structure</p> <p>A. Central Business Office</p> <ol style="list-style-type: none"> 1. Broker must establish a non-residential business office within the State of Arkansas. The business office must be operational on the contract start date. 2. Broker may establish more than one (1) business office within the State, but one (1) business office must be designated as the central business office. Other offices in addition 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the</p>	<ol style="list-style-type: none"> 1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2. A five-hundred-dollar penalty per occurrence may be assessed in the following months'

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<p>to a central business office are not required.</p> <ol style="list-style-type: none"> The central business office must maintain normal business hours of at least 8:00 a.m. until 5:00 p.m. Central Time, Monday through Friday, except on State holidays. Calls received after hours must have the option to leave a voice message and all after hours messages received must be returned the next business day. The central business office shall be the primary contact for DHS and must be available during normal business hours. Broker must always maintain the ability to send and receive emails at the central business office during business hours. Broker must provide an administrative telephone number that will enable DHS Staff and the DTT Monitoring Contractor to reach the Project Director directly without going through the central business office, call center or other scheduling staff. Broker must provide all documents electronically. Broker must backup all electronic records and shall reconstruct records in the event of a failure in the electronic records system. Records pertaining to the contract must be readily retrievable within five (5) business days for review at the request of DHS and its authorized representatives. <p>B. Call Center</p> <ol style="list-style-type: none"> Broker shall maintain a call center with a toll-free telephone number that is publicly disseminated and advertised as the public's helpline for scheduling DTT services and assistance. The toll-free number must be provided to all eligible beneficiaries, guardians, and ADDT and EIDT providers. Call center must be equipped with the appropriate technology, translation, and interpreter services to accept calls from all callers. Broker shall be responsible for ensuring that people with limited English proficiency, who are hearing impaired, or who have other special needs have access to the communication devices and services necessary to utilize the call center. Additional call center accommodations must be provided to clients in accordance with State and Federal law. Calls must be answered by live operators. Operators must always be available while DTT 	<p>contract term as determined by the Arkansas Department of Human Services (DHS).</p> <p>The Broker must upload all required records including but not limited to call metrics report, personnel roster, and, subcontractor service agreements to the DHS-contracted DTT Compliance Vendor portal.</p> <p>ninety-five percent (95%) of all calls must be answered within three rings or fifteen (15) seconds.</p> <p>The number of busy signals must not exceed five percent (5%) of the total incoming calls.</p> <p>The wait time in the queue must not be longer than three (3) minutes for ninety-five percent (95%) of all incoming calls.</p> <p>All calls requiring a call back must be returned within one (1) business day.</p> <p>The abandoned call rate must not exceed twenty percent (20%) for any month.</p>	<p>payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. Each five-hundred-dollar (\$500) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <ol style="list-style-type: none"> In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.

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<p>services are in progress (i.e. from time of first pick-up until time of last drop-off for the day). DHS may request to modify hours of operation.</p> <p>4. Broker shall ensure that its call center staff treats each caller with dignity and respects the caller's right to privacy and confidentiality. Broker shall process all incoming telephone inquiries regarding DTT services in a timely, responsive, and courteous manner.</p> <p>5. Broker must develop a quality assurance and monitoring plan that includes training. The draft submitted in response to this solicitation will be reviewed by DHS. DHS reserves the right to request changes. The final draft must be submitted to DHS within fourteen (14) calendar days of contract start date.</p> <p>1.</p> <p>a. Calls</p> <p>i. Ninety-five percent (95%) of all calls must be answered within three (3) rings or fifteen (15) seconds.</p> <p>ii. The number of busy signals must not exceed five percent (5%) of the total incoming calls.</p> <p>iii. The wait time in the queue must not be longer than three (3) minutes for ninety-five percent (95%) of all incoming calls.</p> <p>iv. All calls requiring a call back must be returned within one (1) business day.</p> <p>v. The abandoned call rate must not exceed twenty percent (20%) for any month.</p> <p>vi. All calls received during business hours must be answered or returned before the close of business the same day.</p> <p>vii. For calls received during non-business hours, return calls must be made on the following business day.</p> <p>viii. Call center operators assigned to the telephone must be adequately trained and maintain a courteous and polite attitude in all dealings with the public.</p> <p>ix. Call center operators must identify Broker and themselves by name when initially answering a call.</p> <p>x. Broker must have a system in which phone calls are recorded and maintained for one (1) year from the date of the call. Call center operators must state that calls are monitored and recorded for quality assurance purposes when the calls are initially answered.</p> <p>xi. Broker shall establish and maintain a log of complaints and issues.</p>		

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<ul style="list-style-type: none"> xii. Broker must provide an electronic system that allows call center operators to document calls in sufficient detail for reference, tracking, and analysis. xiii. In the event of a power failure or outage, Broker must have a battery back-up system capable of operating the telephone system for a minimum of eight (8) hours, at full capacity, with no interruption of data collection. b. Call Monitoring <ul style="list-style-type: none"> i. The call center must have the technological capability to allow for DHS monitoring and auditing of calls, for quality, accuracy, and professionalism. ii. Call recording must be made available to DHS or its DTT Monitoring Contractor within five (5) business days of the request. c. Complaints <ul style="list-style-type: none"> i. The call center shall maintain a log of the number of complaints received through the call center and a description of the complaint. ii. Complaints received through the call center must be referred to the DTT Monitoring Contractor the next business day for tracking and investigation. d. Requests <p>The call center must refer public requests for DTT services contract information to DHS.</p> e. Call Center Metrics Report <ul style="list-style-type: none"> i. Broker must provide a weekly call center metrics report to the DTT Monitoring Contractor by Monday of the following week. ii. Each call center metric report must include without limitation the following information: <ul style="list-style-type: none"> • Number of incoming calls • Number of calls answered • Average time to answer calls • Number of abandoned calls • Percentage of calls abandoned • Average talk time • Number of complaints received iii. DHS reserves the right to request call center metrics report more frequently. iv. DHS reserves the right to add, delete, or modify call center metrics report requirements. 		

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<p>f. Additional call center accommodations may be required in accordance with federal and state laws, rules, and regulations.</p> <p><u>g. Broker must distinguish other transportation services it provides from DTT services in that they are accounted for separately and maintain all DTT records, documentation, and standards separately.</u></p> <p>g. If Broker provides transportation services other than DTT services, Broker shall ensure that such other services are operated and maintained separately.</p> <p>h. Broker must demonstrate to DHS that the call center is operational, and all call center requirements have been met at least thirty (30) calendar days prior to the contract start date.</p> <p>i. Technology</p> <p>i. Broker must maintain sufficient technology (such as computer hardware and software) to support an automated call center intake.</p> <p>ii. Broker must have adequate technology and computer systems to meet all call center reporting requirements prescribed under the SOW, including electronic submission.</p> <p>C. Staffing</p> <p>1. Management</p> <p>Each broker must provide a full-time Project Director that is responsible for the management of day-to-day operations and to serve as the primary contact for DHS.</p> <p>2. Personnel Roster</p> <p>a. Broker must upload an employee roster, <u>including management, drivers, and attendants</u> prior to DTT services being rendered and update all changes to the roster in the DTT Monitoring Contractor portal within five (5) business days of any change(s).</p> <p>b. The roster must include the following information for each person listed:</p> <ul style="list-style-type: none"> • Name (Including maiden or previously used names) • Title • Date of birth • Social Security number • Date of hire • Date of discharge <p>c. Employees of Broker and any subcontractors are prohibited from employment in any way connected to</p>		

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<p>DTT transportation if they have been convicted of Medicaid or Medicare fraud, terminated from the Medicaid or Medicare program, or are excluded from participation in any Arkansas DHS program.</p> <p>3. Subcontractors Broker may establish a network of subcontractors to provide the DTT services required pursuant to the contract. Broker must have a written subcontractor service agreement with each subcontractor that at a minimum requires the subcontractor to adhere to all requirements of this RFP and the DTT contract.</p> <p>4. Subcontractor Service Agreement</p> <p>a. Subcontractor service agreements must be in writing and ensure that subcontractor's performance of DTT services on behalf of Broker are subject to the same operational, performance, and reporting requirements as Broker pursuant to this RFP. It is the responsibility of Broker to ensure any subcontractor providing DTT services is operating in compliance with all requirements of the DTT contract.</p> <p>b. Copies of all subcontractor service agreements must be electronically uploaded in the DTT Monitoring Contractor portal prior to performing DTT services, and any updates to subcontractor service agreements must be submitted within five (5) business days from the update(s). DHS must be provided with copies of all subcontractor service agreements upon request.</p> <p>c. Broker is prohibited from using subcontractors who have been:</p> <ul style="list-style-type: none"> • Convicted of Medicaid or Medicare fraud • Terminated from the Medicaid or Medicare program • Excluded from participation in any Arkansas DHS program <p>d. DHS reserves the right to direct Broker to terminate any subcontractor service agreement when DHS in its reasonable discretion determines termination to be in the best interest of the State.</p> <p>5. Subcontractor Records</p> <p>a. Broker must establish and maintain all required subcontractor records and related information in a secure and confidential electronic manner as required by federal and</p>		

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<p>state laws and regulations.</p> <p>b. Any changes in subcontractors or subcontractor services agreements must be uploaded to the DHS Contracting Monitor portal and updated in Broker's own records within five (5) business days.</p> <p>c. Upon DHS request, Broker must submit documentation which demonstrates each subcontractor's adherence to the following:</p> <ul style="list-style-type: none"> • Employee and personnel files including but not limited to background checks • Requisite health and safety standards for vehicle maintenance • Vehicular inspections • Vehicle Registration • Insurance and certification requirements as applicable 		
<p>General Administration</p> <p>A. Broker shall administer, operate, coordinate, and if applicable, provide DTT services for each region awarded.</p> <p>B. Broker shall be responsible for the management of overall day-to-day operations necessary to provide DTT services as well as record maintenance and reporting.</p> <p>C. Broker must provide informational material concerning DTT services and scheduling procedures to beneficiaries, guardians, ADDT providers, EIDT providers, and any other interested individual upon request. This material must be easily understood and written on an approximately sixth grade reading level. All material must be available in English and such other language as DHS may require at any time with notice to Broker and must be available in alternative formats as required.</p> <p>D. Broker shall meet with DHS as needed throughout the term of the contract to discuss and resolve administrative and operational issues. Meetings may be conducted in person, by teleconference, or by videoconference at the discretion of DHS.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<ol style="list-style-type: none"> 1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2. A five percent (5%) penalty may be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor</p>

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		Performance Report (VPR) in the vendor file and contract termination.
<p>Operational Requirements</p> <p>A. Broker shall oversee the day-to-day operations in their region including but not limited to:</p> <ul style="list-style-type: none"> • Implementing annual and on-going safety training for all drivers and attendants (Training from outside DHS--authorized sources is acceptable.) • Conducting random in-vehicle observations of DTT service delivery • Monitoring vehicles to ensure adequate staffing levels are being maintained • Tracking vehicle repairs and preventative maintenance. <p>B. Broker must have procedures in place to screen driving records of prospective drivers prior to hiring.</p> <p>C. Broker must have procedures in place to monitor and discover any traffic violations incurred by drivers after hiring.</p> <p>D. Broker must conduct regular announced and unannounced safety audits.</p> <p>E. Broker shall investigate all incidents and accidents and shall be responsible for reporting incidents and accidents to DHS/DDS and the DTT Monitoring Contractor within one (1) business day in the format specified by DHS/DDS.</p> <p>F. Broker must provide telecommunication equipment and services to accommodate the needs of the hearing and speech impaired.</p> <p>G. Broker must provide translation and interpreter services for individuals who do not speak English or only speak limited English.</p> <p>H. Broker must comply with DHS/Office of Information Technology (OIT) Standard information technology requirements, as specified in Attachment I – ARDHS – OIT-Standard IT Requirements.</p> <p>I. Broker must utilize an email system approved by DHS to ensure all information is transmitted securely in accordance with all federal and state privacy and confidentiality laws and regulations. Prior to providing services, Broker must complete an Interconnection Security Agreement to be provided by DHS.</p> <p>J. All Broker data stored electronically must be backed up daily and stored at a secure off-site location.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<p>1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2. A five percent (5%) penalty may be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Scheduling Requirements</p> <p>A. Gatekeeping Process</p>	<p>Acceptable performance is</p>	<p>1. A Corrective Action Plan (CAP) acceptable to</p>

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<p>The Broker must obtain from the beneficiary or the beneficiary's authorized representative sufficient information to make a decision regarding the beneficiary's need for DTT services. During the gatekeeping process, the Broker must determine:</p> <ul style="list-style-type: none"> • Is there an operation vehicle in the household available to the beneficiary? • Is there public transit available to the beneficiary? • Are there other means of transportation available to the beneficiary? <p>NOTE: If the answers to all the questions above are "no", the Broker must provide transportation. If the answers to any of the questions are "yes", the Broker must deny transportation.</p> <ol style="list-style-type: none"> 1. To determine if there is an operational vehicle available to the beneficiary, the Broker must ask: <ul style="list-style-type: none"> • Is there a vehicle in your home? • Is the vehicle drivable? • Are you physically able to drive the vehicle? • Is there someone available to drive your vehicle for you? • Is the vehicle available at the time of the appointment? • Do you have funds available to operate the vehicle? 2. To determine if there is public transit available to the beneficiary, the Broker must ask: <ul style="list-style-type: none"> • Is public transit available? • Do you have the funds to pay to use public transit? 3. To determine if there are other means of transportation available to the beneficiary, the Broker must ask: <ul style="list-style-type: none"> • Are there other means of transportation available to you such as? <ul style="list-style-type: none"> <input type="checkbox"/> Your relatives <input type="checkbox"/> Neighbors <input type="checkbox"/> Friends <input type="checkbox"/> Community organizations <input type="checkbox"/> And/or including medical providers 4. The Broker must record the questions and the responses. The Broker must maintain the telephone recording for one (1) year. The 	<p>defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<p>DHS shall be due to DHS within ten (10) business days of the request.</p> <ol style="list-style-type: none"> 2. A five percent (5%) penalty may be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 3. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.

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<p>recording must be made available to DHS/DDS or the DTT Monitoring Contractor within five (5) business days of the request.</p> <ol style="list-style-type: none"> 5. Beneficiaries who refuse to answer questions related to the need for transportation will not be provided the requested transportation. 6. Broker shall provide DTT services to eligible beneficiaries. Broker shall consider each beneficiary's permanent and temporary special needs and any special instructions to ensure that appropriate and safe transportation is provided. <p>B. Authorized Representatives</p> <ol style="list-style-type: none"> 1. If the beneficiary relies on the assistance of a representative to schedule DTT services, the beneficiary may provide the names, relationship, and contact number for up to two (2) authorized representatives to Broker when scheduling DTT services. Broker shall only take transportation requests from or discuss the beneficiary's DTT services with the beneficiary, legal guardian, or authorized representative as listed on file with Broker. 2. As part of the initial scheduling process, Broker must ask the following questions: <ol style="list-style-type: none"> a. Would you like to provide at least two (2) authorized representatives that will be allowed to schedule DTT services on your behalf? b. If so, please provide: <ul style="list-style-type: none"> • first name • last name • relationship • contact number <p>C. Scheduling</p> <ol style="list-style-type: none"> 1. Broker must educate beneficiaries on how to request and schedule DTT services through the Broker's call center. Broker must instruct beneficiaries that DTT service requests should be made at least three (3) business days before the service is needed. 2. Broker must establish a scheduled a pick-up date and time at the time the request for DTT services is made. 3. Broker must ensure that the average wait time for pick-up does not exceed fifteen (15) minutes. Broker is not required to wait for the beneficiary more than fifteen (15) minutes after the scheduled pick-up time. Scheduled pick-up times may only be changed by the beneficiary, 		

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<p>legal guardian, or authorized representative.</p>		
<p>Service Delivery</p> <p>A. Broker shall ensure that DTT services comply with the following minimum service delivery requirements:</p> <ol style="list-style-type: none"> 1. Beneficiaries shall be transported in a safe and timely fashion to and from ADDT and EIDT facilities. 2. Broker shall monitor return trips to ensure beneficiaries are delivered home in a timely manner. 3. If a scheduled pick-up time of a beneficiary from an EIDT or ADDT facility will be delayed by at least fifteen (15) minutes, Broker must contact the EIDT or ADDT provider. 4. If a scheduled home pick-up time of a beneficiary will be delayed by at least fifteen (15) minutes, Broker must contact the beneficiary, legal guardian, or authorized representative to inform them of the delay. If the Broker or the Broker's subcontractor(s) cannot provide transportation, Broker must advise of alternate pick-up arrangements or offer reimbursement with a gas card when appropriate. 5. In a multiple-passenger situation, Broker shall ensure that no beneficiary is in a vehicle more than one (1) hour longer than the average travel time for direct transport from the beneficiary's point of pick-up to the destination. 6. The driver shall not leave a beneficiary unattended at any time unless pre-approved by the beneficiary or guardian as applicable. 7. Broker must ensure the beneficiary is dropped off at the correct destination. 8. Broker must ensure the beneficiary is not dropped off prior to the opening of the EIDT or ADDT facility. 9. The beneficiary must be picked up prior the closing of the ADDT or EIDT facility. 10. All scheduled DTT services must be provided by Broker in a timely manner unless alternative arrangements have been made. <p>B. Beneficiary Residence – In and Outside DTT Service Region</p> <ol style="list-style-type: none"> 1. Broker must arrange DTT services into and out of other regions where a beneficiary must travel outside the region of residence to receive ADDT and EIDT services. <p>C. Attendants</p> <ol style="list-style-type: none"> 1. Broker must provide the level of attendant care on each vehicle that is necessary to ensure 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<ol style="list-style-type: none"> 1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2. A five thousand dollar (\$5,000) per occurrence penalty may be assessed in the following months' payment to the provider for each individual not picked up. The five thousand-dollar (\$5,000) penalty for each individual will be calculated from the total payment for the identified month in which the deficiency took place. 3. A \$5,000 per occurrence penalty may be assessed in the following months' payment to the provider for noncompliance with other Service Delivery requirements. 4. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.

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<p>beneficiary safety.</p> <p>2. Broker must provide attendant care when transporting unaccompanied minors.</p> <p>3. A three to one (3:1) minimum beneficiary to attendant ratio is required for beneficiaries three (3) years of age or younger, on any vehicle used for DTT services. The driver may be counted towards the minimum client to attendant ratio for these purposes, but under no circumstances can the driver be the only adult on a vehicle transporting one or more clients under three (3) years of age.</p> <p>4. The cost of attendants is the responsibility of the Broker.</p>		
<p>Appropriate Mode of Transportation</p> <p>A. Broker must provide the most appropriate mode of transportation to meet the beneficiary's health and safety needs.</p> <p>B. When determining the most appropriate mode of transportation for a beneficiary, a basic consideration must be the beneficiary's current level of mobility and functional independence. If a beneficiary uses a wheelchair, the Broker must provide transportation using a wheelchair accessible vehicle that includes a wheelchair restraint system.</p> <p>C. Broker shall not provide DTT services using ride-sharing services including without limitation the following:</p> <ul style="list-style-type: none"> • Uber • Lyft • Taxi <p>D. In lieu of transporting beneficiary in a Broker vehicle, a Broker may temporarily provide DTT services through a mileage reimbursement arrangement with the beneficiary or their legal guardian if the beneficiary/legal guardian can obtain their own transportation and agree to the mileage reimbursement arrangement in writing. A mileage reimbursement arrangement must not last longer than thirty (30) days unless approved by DHS.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<p>1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2. : A five percent (5%) penalty may be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Vehicle Requirements</p> <p>A. Vehicle Records</p>	<p>Acceptable performance is</p>	<p>1. A Corrective Action Plan (CAP) acceptable to DHS</p>

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<p>1. The following records must be retained by Broker for each vehicle:</p> <ol style="list-style-type: none"> Manufacturer, make, model, and model year Vehicle Identification Number (VIN) Odometer reading at the time the vehicle entered service under the DTT contract Type of vehicle – examples include without limitation Minibus, Wheelchair Van, or 8-passenger Van Capacity (Number of passengers) License Plate Number Insurance Certifications Registration permit and a vehicle stamp issued by the Department of Finance and Administration <ol style="list-style-type: none"> Special equipment (Lift, etc.) <p>2. All vehicle records must be immediately made available for inspection upon request.</p> <p>3. Broker must upload all vehicle records and update all changes to the vehicle records in the DTT Monitoring Contractor portal within five (5) business days of any change(s).</p> <p>B. Insurance</p> <ol style="list-style-type: none"> Throughout the duration of the contract, commercial insurance coverage must be maintained on all vehicles used to provide DTT services. All commercial insurance coverage must be from companies duly licensed and approved to do business in the State of Arkansas. The insurance certificate must contain all information required by the Insurance Department of the State of Arkansas. Commercial insurance must have the following minimum coverage amounts: <ol style="list-style-type: none"> One million dollars (\$1,000,000) combined single limit liability coverage One hundred thousand dollars (\$100,000) for uninsured motorist One hundred thousand dollars (\$100,000) for under-insured motorist Five thousand dollars (\$5,000) personal injury protection for each passenger based on the number of passengers the vehicle is manufactured to transport. Each commercial insurance policy must name the Arkansas Department of Human Services as an additional insured and loss payee under the policy. Broker must maintain and provide upon request documentation evidencing that the required commercial insurance is in place for each vehicle used for DTT services. 	<p>defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p> <p>The Broker must upload all required Vehicle Records to the DHS-contracted DTT Compliance Vendor portal</p>	<p>shall be due to DHS within ten (10) business days of the request.</p> <p>2. A one thousand dollar (\$1,000) per occurrence penalty may be assessed in the following months' payment to the provider for vehicles used for DTT transportation that is non-compliant with requirements set forth in the solicitation. The one thousand-dollar (\$1,000) penalty for each occurrence will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

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<p>C. License, Permit, And Certification</p> <ol style="list-style-type: none"> 1. Licenses, permits, and certificates must be maintained in accordance with state and federal laws for each vehicle used to provide DTT services. This includes, without limitation: <ul style="list-style-type: none"> • Vehicle licenses • Driver's license for each driver • Business license • Registration • Insurance certificate 2. Broker must maintain a copy of the registration permits issued by the Arkansas Department of Finance and Administration, Office of Motor Vehicle for each vehicle used to provide DTT services. <p>D. Vehicle Maintenance and Safety Standards</p> <ol style="list-style-type: none"> 1. Broker must ensure vehicles and all components comply with or exceed the manufacturer's, state, and federal safety and mechanical operating and maintenance standards 2. Unless otherwise determined by DHS, a vehicle must be removed from service if not in compliance with all requirements in this RFP and the DTT contract. 3. The number of persons in the vehicle shall not exceed the vehicle manufacturer's approved seating capacity. <p>E. Prohibition of Smoking, Eating, and Drinking</p> <ol style="list-style-type: none"> 1. Smoking is prohibited in vehicles providing DTT services. "No Smoking" signs must be visible to all passengers. 2. Eating and drinking is prohibited in vehicles providing DTT services. <p>F. Child Passenger Transportation Safety</p> <ol style="list-style-type: none"> 1. Broker shall ensure that safety certified child passenger restraints are provided in accordance with federal and state laws. 2. Broker shall require that any person installing a child restraint has received appropriate training from a certified child passenger safety technician. 3. Broker shall provide all child safety seats necessary to safely provide DTT services. 4. Each beneficiary under six (6) years of age or weighing less than sixty (60) pounds must be restrained in a child passenger seat secured in accordance with the manufacturer's guidelines. 5. Child safety seats must be sanitary and remain in good working order. 		

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<p>G. Vehicle Safety</p> <ol style="list-style-type: none"> 1. Vehicle floors must be covered with commercial anti-skid, ribbed rubber flooring or carpeting. 2. Ribbing shall not interfere with wheelchair movement. 3. Vehicles and attached components must follow or exceed standards as set by the manufacturer, state, and federal regulating authorities. 4. Each vehicle used to provide DTT services must have, at minimum, the following safety equipment on board: <ol style="list-style-type: none"> a. Fire extinguisher b. First-aid kit c. Reflective triangles d. Flashlight e. Reflective safety vest 5. Each vehicle used to provide DTT services must be maintained in a sanitary and safe condition, which includes without limitation: <ol style="list-style-type: none"> a. A heating and air conditioning system that is in good working condition b. Each beneficiary must have their own seating space with a functioning seat belt or other appropriate safety restraint in accordance with federal and state law and manufacturer's guidelines. c. All vehicles must have an easily visible interior sign that states: "ALL PASSENGERS must USE SEAT BELTS". Seat belts must be stored off the floor when not in use. 6. Safety violations can result in immediate termination and possible criminal charges against an offending driver or attendant. <p>H. Cleanliness</p> <ol style="list-style-type: none"> 1. Vehicle interiors must be free of dirt, oil, grease, litter, torn upholstery, torn ceiling coverings, damaged seats, protruding sharp edges, hazardous debris, and unsecured items. 2. Vehicle exteriors must be clean and free of broken windshields, mirrors, and windows, and excessive grime, dirt, dents, and damage. 3. Vehicles involved in an accident must be repaired before the vehicle can be put back in service. <p>I. Boarding</p> <ol style="list-style-type: none"> 1. Vehicles with a floor threshold of higher than twelve (12) inches off the ground must include a retractable step or a step stool to aid in 		

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<p>passenger boarding.</p> <ol style="list-style-type: none"> The step stool must be used to minimize ground-to-first step. Any step stool used must have four (4) legs with anti-skid tips. <p>J. Broker Identification and Information Vehicles must prominently display Broker's name and contact information as well as the contact information for the DHS Medicaid DTT Helpline.</p> <p>K. Buzzers</p> <ol style="list-style-type: none"> Any vehicle with a maximum capacity of seven (7) or more passengers and one (1) driver that is used for DTT services must have a safety alarm device. The safety alarm device must, at minimum: <ol style="list-style-type: none"> Always be in working order and properly maintained Installed so that the driver is required to walk to the very back of the vehicle to reach the switch that deactivates the alarm Be installed in accordance with the device manufacturer's recommendations and sound the alarm for at least one (1) minute after the activation of the safety alarm device. <p>L. Cameras</p> <ol style="list-style-type: none"> Any vehicle used for DTT services must have a camera system installed. The camera system must, at minimum: <ol style="list-style-type: none"> Be in working order at all times that a vehicle is used to transport clients Be properly maintained Have at least a 720p resolution camera(s) A minimum forty-five (45) calendar day playback/viewing. Any footage related to an incident or accident must be maintained until DHS approves of discard. Include GPS tracking; and Record the interior of the vehicle 360 degrees to monitor passenger activity including onboarding and offloading of beneficiaries. If the video camera is not fully operable, then the vehicle may not be used DTT services until the video camera is in good working order. A camera system with audio is preferred but not required. 		
<p>Inspections</p> <p>A. Broker must develop and implement an annual inspection process to verify that the vehicles meet</p>	<p>Acceptable performance is defined as one</p>	<p>1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to</p>

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<p>the requirements specified in the RFP.</p> <p>B. Broker's vehicles must be available to DHS or its agent for inspection at any time. DHS reserves the right to conduct random inspections throughout the year.</p> <p>C. Any defect or deficiency impacting the safety of the vehicle that is identified as part of an inspection must be repaired prior to the operation of the vehicle. The vehicle cannot be used provide DTT services until repaired, and Broker must provide an alternate vehicle for use.</p>	<p>hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<p>DHS within ten (10) business days of the request.</p> <p>2. A five percent (5%) penalty may be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Driver/Attendant Requirements</p> <p>A. Minimum Qualifications</p> <p>1. All drivers and attendants must successfully pass the following:</p> <p>a. Criminal background checks as required pursuant to Ark. Code Ann. § 20-38-101, et seq.</p> <p>b. An Arkansas Child Maltreatment Central Registry check prior to hiring and at least every two (2) years thereafter.</p> <p>c. An Adult and Long-term Care Facility Resident Maltreatment Central Registry check prior to hiring and at least every two (2) years thereafter.</p> <p>d. A drug screen that tests for the use of illegal drugs prior to hiring.</p> <p>e. An Arkansas Sex Offender Central Registry search prior to hiring and at least every two (2) years thereafter.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p> <p>The Broker must</p>	<p>1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2. A ten-thousand-dollar (\$10,000) penalty per occurrence may be assessed in the following months' payment to the provider for failure to ensure drivers/attendants meet criminal background, child, and adult maltreatment requirements set forth in the SOW. The ten thousand-dollar (\$10,000) penalty for each</p>

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<p>2. Broker must upload all completed screens and check results to the DTT Monitoring Contractor portal within five (5) business days.</p> <p>3. Broker must not employ drivers who have a verifiable, documented history of alcohol abuse or of consuming narcotics or other drugs that could impair their ability to perform their duties.</p> <p>4. If Broker suspects a driver to be driving under the influence of alcohol, narcotics or other drugs, a supervisor trained per USDOT Drug and Alcohol Regulations must immediately make a documented reasonable suspicion determination, and if necessary, a reasonable suspicion drug or alcohol test must be conducted.</p> <p>5. Broker must verify drivers and attendants meet all minimum qualification requirements:</p> <ol style="list-style-type: none"> Upon the request of DHS; and Whenever Broker receives information after hiring, if the information would create a reasonable belief that a driver or attendant no longer meets all requirements under RFP. <p>B. Driver Qualifications</p> <p>1. Each driver of a vehicle providing DTT services must meet the following requirements:</p> <ol style="list-style-type: none"> Meet the higher of the following age requirements: <ol style="list-style-type: none"> Twenty-one (21) years of age; or The minimum age required by the applicable vehicle insurance; Hold a current valid driver's license; If required by state law for the transporting vehicle, hold a commercial driver's license; Obtain and maintain in good standing the following credentials: <ol style="list-style-type: none"> CPR certification from: <ul style="list-style-type: none"> American Heart Association; Medic First Aid; or American Red Cross; and First aid certification from: <ul style="list-style-type: none"> American Heart Association; Medic First Aid; or American Red Cross; and Have successfully completed annual training courses and remain up to date on: <ol style="list-style-type: none"> Defensive driving; Child passenger safety; and 	<p>ensure drivers/attendants meet criminal background, child, and adult maltreatment requirements set forth in the solicitation.</p> <p>The Broker must upload background checks for all Contractor DTT drivers to the DHS-contracted DTT Compliance Vendor portal</p>	<p>occurrence will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3. A ten thousand dollar (\$10,000) per occurrence penalty may be assessed in the following months' payment to the provider for failure to comply with any other requirements for drivers and/or attendants as set forth under Service Criteria.</p> <p>The ten thousand-dollar (\$10,000) penalty for each occurrence will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>4. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

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<p>iii. If applicable:</p> <ul style="list-style-type: none"> • Lift operation; and • Wheelchair securement. <p>2. The following individuals are prohibited from driving a vehicle providing DTT services under the terms of this RFP:</p> <p>a. Individual who has had a suspended or revoked driver's license for a moving violation within the last five (5) years; and</p> <p>b. Individual who has been convicted of an alcohol, drug, or substance abuse offense within the last five (5) years.</p> <p>3. If an individual has been convicted of a charge listed under ACA 21-15-102(f), until the conviction has been vacated or reversed, the individual is prohibited from providing services under this solicitation.</p> <p>4. Any individual who during the previous twelve (12) month period received any combination of two (2) moving violations or accidents where the individual was deemed at fault is prohibited from driving a vehicle providing DTT services. This includes violations that occurred when the individual was driving personal vehicles.</p> <p>C. Attendant Qualifications</p> <p>1. Each attendant on a vehicle providing DTT services must meet the following requirements:</p> <p>a. Be at least eighteen (18) years of age</p> <p>b. Obtain and maintain in good standing the following credentials:</p> <p>i. CPR certification from:</p> <ul style="list-style-type: none"> • American Heart Association; • Medic First Aid; or • American Red Cross; and <p>ii. First aid certification from:</p> <ul style="list-style-type: none"> • American Heart Association; • Medic First Aid; or • American Red Cross. <p>c. Have successfully completed annual training courses <u>and remain up to date</u> on:</p> <p>i. Child passenger safety; and</p> <p>ii. If applicable;</p> <ul style="list-style-type: none"> • Lift operation; and • Wheelchair securement. <p>D. Conduct</p> <p>1. Drivers and attendants must abide by the following requirements:</p>		

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<ul style="list-style-type: none"> a. Wear or have visible easily readable identification demonstrating affiliation with Broker b. Carry a valid driver's license, or, if not driving, a government issued identification c. Follow applicable guidance and directives from the Arkansas Department of Health related to infection control d. Drivers and attendants must maintain a professional and well-groomed appearance, and e. Jewelry or other accessories that may interfere with duties are prohibited. <ul style="list-style-type: none"> 2. When picking up or dropping off a beneficiary, a driver or attendant must: <ul style="list-style-type: none"> a. Identify and announce their presence upon arrival if the beneficiary is not waiting curbside b. Assist a beneficiary, as necessary, in transitioning between the vehicle and pick-up or drop off location c. If necessary, assist a beneficiary in boarding, seating, fastening seatbelt, and otherwise safely securing the beneficiary prior to departure. 3. The driver or an attendant shall confirm, prior to departure, that wheelchairs and mobility aids are properly secured and stowed away. 4. The driver or an attendant shall confirm, prior to departure, that all passengers, including wheelchair passengers, are properly secured and seat belts are fastened. 5. The driver or an attendant must assist wheelchair and mobility-limited beneficiaries as they enter or exit the vehicle. <p>E. Walk-throughs</p> <ul style="list-style-type: none"> 1. Any vehicle with a maximum capacity of seven (7) or fewer passengers and one (1) driver, that is used to provide DTT services must have the driver or an attendant walk through the vehicle and conduct a visual inspection of each seat on the vehicle upon arrival at the final unloading destination. 2. Any vehicle, with a maximum capacity of more than seven (7) passengers and one (1) driver, that is used to provider DTT services must have the driver or an attendant complete a walk-through inspection of each seat on the vehicle in one (1) of the following ways upon arrival at the final unloading destination: <ul style="list-style-type: none"> I. The driver or an attendant must: <ul style="list-style-type: none"> a. Unload all beneficiaries from the vehicle 		

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<ul style="list-style-type: none"> b. Walk or otherwise move through the interior of the vehicle to ensure that no beneficiary remains on board; and c. Deactivate the vehicle's safety alarm device upon reaching the back of the vehicle; or <p>II. An attendant supervises the beneficiaries while:</p> <ul style="list-style-type: none"> a. The driver remains on the vehicle to walk through the interior of the vehicle to ensure that no beneficiaries remain on board; and b. The driver deactivates the safety alarm device upon reaching the back of the vehicle; or c. The driver or an attendant deactivates the safety alarm device and unloads all beneficiaries immediately upon arrival. d. Immediately after unloading, the driver must start the vehicle and move it to a different location for final parking, which must reactivate the safety alarm device; or <p>III. Once parked the driver:</p> <ul style="list-style-type: none"> a. Walks or otherwise moves through the interior of the vehicle to ensure that no beneficiaries remain on board; and b. Deactivates the safety alarm device upon reaching the back of the vehicle. <p>3. The driver or attendant who conducts the walk-through inspection upon arrival must sign the transportation log required to be maintained under 2.3.12.</p> <p>F. Driving Compliance Documents</p> <p>1. Broker must maintain the following documentation for each employee providing DTT transportation services:</p> <ul style="list-style-type: none"> a. Detailed job description b. All required criminal background checks c. All required child maltreatment registry checks d. All required adult maltreatment registry checks e. All conducted drug screen results f. A copy of a current state or federal identification g. A copy of a valid state-issued driver's license, if driving is required in the job description, and documentation of the completion of any required driver safety courses h. Documentation that the employee received all certifications and training required in 		

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<p>Section 2.3.11</p> <ul style="list-style-type: none"> i. A copy of an employee's driving record for the previous three (3) years from the Arkansas State Police or Information Network of Arkansas that is updated annually j. Documentation of all reported complaints involving the employee; and k. Documentation of all accidents or moving violations involving the employee (i.e., for example: copies of tickets, or police reports, etc.) 		
<p>Daily Inspection Report and Transportation Logs</p> <ul style="list-style-type: none"> A. A daily pre- and post-trip inspection must be completed for each vehicle used to provide DTT services. B. The results of the pre- and post-trip inspection must be provided in a daily inspection report that includes, without limitation, the following: <ul style="list-style-type: none"> 1. Vehicle used to transport 2. Date of the trip 3. A pre-trip check box to demonstrate that a visual inspection of the exterior of the vehicle was completed prior to the start of the trip 4. A pre-trip check box to demonstrate that a visual inspection of the interior of the vehicle was completed prior to the start of the trip 5. A pre-trip check box that is marked to demonstrate that a visual inspection of the tires was completed prior to the start of the trip 6. A pre-trip check box that is marked to demonstrate that a visual inspection of the windshield was completed prior to the start of the trip 7. A post-trip check box that is marked to demonstrate that a visual inspection of the exterior of the vehicle was completed after final unloading 8. A post-trip check box that is marked to demonstrate that a visual inspection of the interior of the vehicle was completed after final unloading including an inspection of each seat on the vehicle to ensure that no client remains on board 9. A post-trip check box that is marked to demonstrate that a visual inspection of the tires was completed after final unloading 10. A post-trip check box that is marked to demonstrate that a visual inspection of the windshield was completed after final unloading 11. A section for listing and describing any defect or deficiency discovered or reported during the trip, pre-trip inspection, and post-trip inspection 12. Signature of the employee that performed the pre-trip and post-trip inspection 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<ul style="list-style-type: none"> 1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2.: A five percent (5%) penalty may be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 3. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.

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<ul style="list-style-type: none"> 13. Date/time the pre-trip and post-trip inspections were completed 14. The driver of the vehicle 15. Each attendant or any other persons transported; and 16. The odometer reading of the vehicle at time of pre-trip and post-trip inspection C. A transportation log must be maintained for each trip that a vehicle is used for DTT services. D. Each transportation log must list: <ul style="list-style-type: none"> 1. Each transported beneficiary's: <ul style="list-style-type: none"> a. Name b. Age c. Date of birth d. Medicaid ID number e. Scheduled pick up time f. Exact address of pick up and drop off g. Exact time of pick up and drop off 2. The driver of the vehicle 3. Each attendant or any other persons transported; and 4. Odometer reading for vehicle at a trip's: <ul style="list-style-type: none"> a. Initial pick up; and b. Final drop off E. The driver of each vehicle must sign and date the transportation log verifying that each beneficiary was safely transported to and from: <ul style="list-style-type: none"> 1. The beneficiary's home (or other scheduled pick up or drop off location); or 2. The ADDT or EIDT facility F. All inspection reports and transportation logs must be retained for six (6) years after contract expiration and must be provided in a timely manner to DHS upon request. 		
<p>Reporting</p> <p>A. General</p> <ul style="list-style-type: none"> 1. Broker, subcontractor(s), and all employees must report suspected Medicaid fraud, waste, and abuse. <p>B. DTT Services Report</p> <p>Within three (3) business days of request, Broker must be able to produce reports that aggregate all DTT services information for a region for any one or more of the following:</p> <ul style="list-style-type: none"> 1. Service date 2. Beneficiary 3. Driver 4. Vehicle 5. Miles; or 6. Other reasonable transportation log variable requested by DHS <p>C. Reports of Accidents and Moving Violations</p> <ul style="list-style-type: none"> 1. Broker must notify the DTT Monitoring 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<ul style="list-style-type: none"> 1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2. A five-hundred-dollar (\$500) penalty per occurrence and one hundred dollars (\$100 for each day may be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. Each penalty

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<p>Contractor and DHS/DDS immediately of any accident while providing DTT services.</p> <p>2. Broker must notify each beneficiary's emergency contact of any injury or accident involving a beneficiary. Broker shall maintain documentation evidencing the required notification(s) was made.</p> <p>3. Broker shall file a written accident report with the DTT Monitoring Contractor within three (3) working days of the accident. Broker must file the written police report with the DTT Monitoring Contractor as soon as it becomes available.</p> <p>4. Broker shall cooperate with DHS during any investigation.</p> <p>5. Broker shall notify the DTT Monitoring Contractor within twenty-four (24) hours of any moving violations that occur while providing DTT services.</p> <p>6. Broker must upload a copy of any driving or other vehicular violation or citation to the DTT Monitoring Contractor portal within ten (10) working days of the violation.</p> <p>7. Broker shall maintain copies of each accident report in the files of both the vehicle and the driver involved in the accident.</p> <p>8. Police reports associated with moving violations must be maintained in the file of the responsible driver.</p>		<p>will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Business Continuity & Disaster Recovery Plan</p> <p>A. Broker must develop and maintain a Business Continuity and Disaster Recovery plan that will be implemented to minimize any disruption to providing DTT services.</p> <p>B. In the event of a systems failure or disruption of service, Broker shall ensure that its data back-ups minimize the potential for loss of data.</p> <p>C. Broker must review and update the Business Continuity and Disaster Recovery Plan at least annually.</p> <p>D. It is the sole responsibility of Broker to maintain adequate backup measures to ensure continued scheduling and continued DTT services capability.</p> <p>E. The Business Continuity and Disaster Recovery must be made available to DHS upon request.</p> <p>F. Any request not otherwise stipulated within the solicitation must be provided within forty-eight (48) of request.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<p>1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2. A five percent (5%) penalty may be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3. In addition to the above penalties, DHS reserves</p>

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		the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.
<p>Performance Monitoring</p> <p>A. Contractor must make billing records and other information available to DHS for review of Broker's records to validate billed DTT services at any time.</p> <p>B. Contractor must allow DHS, or its authorized agent or representative may ride on trips to monitor DTT service delivery.</p> <p>C. All vehicle(s) used to provide DTT services must be made immediately available to DHS or the DTT Monitoring Contractor for inspection upon request at any time.</p> <p>D. Broker's Project Director or designee must be available to respond to DHS concerns and inquiries immediately.</p> <p>E. Complaint Reports</p> <ol style="list-style-type: none"> 1. The Broker must compile and analyze complaints monthly. 2. A written report including the number of complaints by type and a description of corrective actions taken must be sent to the DTT Monitoring Contractor by the fifteenth (15th) day of the month following the end of the reporting month and upon request. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p> <p>Complaint reports will be submitted to DTT Monitoring Contractor by the fifteenth (15th) of the month following the end of the reporting month.</p>	<ol style="list-style-type: none"> 1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2. A five percent (5%) penalty may be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 3. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.
<p>Payment and Invoicing</p> <p>A. Broker must be registered to submit claims through the Arkansas Medicaid Management</p>	<p>Acceptable performance is defined as one</p>	<ol style="list-style-type: none"> 1. A Corrective Action Plan (CAP) acceptable to DHS shall be due to

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<p>Information System (MMIS) at https://portal.mmis.arkansas.gov/armedicaid/provider/Home/tabid/135/Default.aspx. Contractor must submit claims using the MMIS system, unless otherwise approved by DHS.</p> <p>1. Broker must submit claims up to forty-five (45) days after the date of service.</p> <p>B. Reporting Deadlines and Accuracy</p> <p>1. Brokers are responsible for reporting deadlines and accuracy standards whether they provided the DTT services or employed a subcontractor to provide the DTT services.</p> <p>2. It is Broker's responsibility to ensure only DTT services provided in accordance with contract requirements are submitted for payment.</p> <p>C. Broker's Payment Calculations</p> <p>1. For each claim submitted by Broker for a DTT services trip, the Broker's rate for the region will be multiplied by the eligible beneficiary's billable mileage on the trip. The billable mileage is the number of miles from a beneficiary's pick-up address to the drop-off address on the shortest direct driving route between the two (2) locations.</p> <p>2. Broker must make reasonable efforts to minimize the total number of beneficiary miles on each DTT services trip.</p> <p>3. DHS reserves the right to deduct Medicaid fee adjustments from Broker's monthly invoice prior to payment.</p> <p>4. DHS shall notify Broker in writing of any claim for damages prior to DHS deducting such sums.</p> <p>D. Broker must be registered to receive payment and future notifications.</p> <p>E. The Broker shall not invoice the State in advance of delivery and acceptance of any goods or services.</p>	<p>hundred percent (100%) compliance with all services criteria and standards for acceptable performance throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p> <p>Payment will be made only after DHS, within its sole discretion, has determined that Broker has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.</p>	<p>DHS within ten (10) business days of the request.</p> <p>2. A five percent (5%) penalty may be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Mandated Reporting</p> <p>Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with</p>	<p>For each failure to report, DHS may impose:</p> <p>1. A ten percent (10%) penalty, assessed in the following months'</p>

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

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<p>Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of contract start.</p> <p>4. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice.</p>		<p>maintained in the vendor file and contract termination.</p> <p>Failure to provide is a breach of contract and may result in immediate contract termination.</p>
<p>Conflict of Interest Mitigation</p> <p>During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>The Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p>Transition Planning</p> <p>Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date. DHS will have fourteen (14) days following date of delivery to verify data submitted.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file. Final payment may be withheld from the vendor until all elements of the transition are satisfied as determined by DHS.</p>
<p>Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</p> <ol style="list-style-type: none"> Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by 	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>Contractor shall provide</p>	<p>1. For each failure to meet performance standard, DHS may impose:</p> <ol style="list-style-type: none"> A ten percent (10%) penalty, assessed in the following months' payment for each failure to report.

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<p>DHS.</p> <p>3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A).</p> <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements.</p>	<p>information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<p>The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or</p> <p>b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS.</p> <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above, Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and accurately provide the requested information and documents.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

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

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

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

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

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