ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Non-Emergency Medical Transportation Services

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. Contractor's failure to comply shall be deemed insufficient and unacceptable performance.

II. During the term of the contract, the State will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable. he State's determination of "Acceptable Performance" as defined herein shall be final and controlling. In the event a Performance Standard is not met, contractor will have the opportunity to defend, respond to, or cure the insufficient performance to the satisfaction of the State.

III. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages as set forth below. At the State's sole discretion, the State may waive damages if it determines there were extenuating factors beyond the contractor's control that hindered the performance of services if it is the best interest of the State. Contractor shall follow the State's instruction regarding payment of any compensation due to the State for the assessment of damages. 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 contractor so as to establish standards that are reasonably achievable.

V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria[i]	Acceptable Performance	Damages for Insufficient Performance[ii]
Applicable for All Below Service Criteria 1. Penalties will be calculated from the total payment for the month in which the deficiency took place and assessed in a future months' payment to Vendor. 2. If requested by DHS, a Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 3. DHS reserves the right to impose additional penalties to those stated below, including without limitation: a. Withholding payment on future invoices until the Broker is in full compliance. b. Maintaining a below standard Vendor Performance Report (VPR) in the vendor file for the Broker. c. Terminating the contract.		
A. GENERAL PROGRAM REQUIREMENTS		
1. Office Hours	Open 8:00-5:00 Central, Monday-Friday	$500 penalty for each hourly instance where the central office is not open with all systems fully functional.
2. Prohibited Affiliations	No prohibited affiliations at any time	A. $5,000 penalty for failure to disclose actual, apparent, or potentially prohibited affiliation(s); and B. $1,000 penalty for each day a Broker is discovered to engage in a prohibited affiliation.
3. Safety of Beneficiaries	Ensure Beneficiaries complete safety.	Up to a $25,000 penalty for each occurrence in which a safety violation or other contractual noncompliance results in a beneficiary's serious bodily injury (as defined in Ark. Code Ann. § 12-18-103(18)) or death applied to a following monthly payment. ***A single event may result in multiple occurrences.*** For example, a safety violation or contractual noncompliance by Broker or its subcontractor directly causes a vehicle collision. This would be a single occurrence if it

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		resulted in serious bodily injury, maltreatment of an adult or child, or death to one or more beneficiaries; however, if it is discovered that other safety violations or instances of contractual noncompliance (i.e. a beneficiary was also not properly strapped into their seat) contributing to resulting serious bodily injury or death, exist in addition to the safety violation or noncompliance that directly caused the vehicle collision; then each such separate safety violation or contractual noncompliance may be treated as a separate occurrence for purposes of this section, despite being part of the same triggering event (the vehicle collision)
B. PROGRAM ADMINISTRATION		
1. Provision of Policies and Procedures To DHS	Provided to DHS within one (1) business day of request.	$200 penalty for each day not provided past one (1) business day.
2. Broker Oversight of Subcontractors	Full compliance of subcontractor with all contractual requirements	$500 penalty for each instance that a subcontractor is found to be non-compliant.
3. Contract Between Broker and Subcontractor	Contract contains all required elements as specified in the IFB	$500 penalty for each instance where a subcontractor's contract is found to be non-compliant.
4. Audit of Subcontractor	Subcontractor adheres to all required elements of an audit	$500 penalty for each instance where a subcontractor is not compliant with audit requests.
5. Central Office Staffing	Staffing meets requirements as specified in the IFB	$500 penalty for each instance where a staffing

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		requirement is not met.
6. Availability of Services	Timely provision of services to all eligible Beneficiaries	$1,000 penalty for each instance where a Beneficiary is not provided required services.
7. Accommodations for Beneficiaries and Service Provided in a Culturally Competent Manner	Provision of any necessary and/or reasonable accommodations to beneficiaries with mental or physical disabilities and provision of services in a culturally competent manner as defined in the IFB	$1,000 penalty for each instance where a Beneficiary is not provided appropriate accommodations or culturally competent service.
C. REGIONS AND RESIDENCES		
1. Out-of-Region Transportation	Provision of transportation to out-of-region appointments as required by the IFB	$1,000 penalty t for each instance where a Beneficiary is not provided required transportation.
2. Closest Proximity and Out-of-State Requirements	Provision of transportation following IFB requirements for closest proximity confirmation and exceptions and out-of-state requirements	$500 penalty for each instance where a Broker does not adhere to closest proximity and exception requirements or out-of-state requirements.
D. ELIGIBILITY FOR BENEFICIARIES		
1. Need for Services Determination Policy	Broker establishes compliant policy and adheres to its mandates	$500 penalty for each instance where a Broker does not establish or adhere to the required policy.
2. Trip Limits	Adherence to trip limit requirements per the IFB	$500 penalty for each instance where a Broker does not adhere to the trip limit allowances or limits.
3. Eligibility Verification	Verification of Beneficiary eligibility at all required points in the reservation process	$500 penalty for each instance where a Broker does not verify eligibility as required.
4. Provision of Services to Non-Eligible Person(s) as Directed by DHS	Transportation provided to a non-eligible person(s) as directed by DHS	$500 penalty for each instance where a Broker denies transportation as directed by DHS.
E. BENEFICIARY INFORMATION AND APPLICATION FOR SERVICES		
1. Beneficiary Handbook	Provide handbook draft to DHS forty-five (45) days prior to service start date and distribute handbook as required per IFB	A. $500 penalty for each day that a Broker is late providing the draft handbook to DHS B. $500 penalty for each

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		failure to provide the handbook to Beneficiaries as required in the IFB.
2. Change Notice to Beneficiaries	30-day notice to Beneficiaries regarding significant changes to the informational material for services.	$500 penalty for each day late in providing change notice.
3. Beneficiary Rights	Compliance with all Beneficiary Rights per the IFB	$2,000 penalty for each instance in which a Beneficiary is denied their Rights per the IFB.
F. REQUESTS FOR NET SERVICES		
1. Number Of Reservations	Accommodate multiple reservations for a Beneficiary within a calendar month	$500 penalty for each instance in which a Broker fails to accommodate requests for multiple reservations for a calendar month.
2. Confirmation of Eligibility	Following requirements of the IFB to execute a confirmation of eligibility	$1,000 penalty for each instance in which a Broker fails to execute required confirmation of eligibility.
3. Prohibition of Enrollment Discrimination	Following IFB requirements regarding non-discrimination	$1,000 penalty for each instance in which DHS determines that Broker did not follow non-discrimination requirements.
4. Disenrollment: Requirements and Limitations	Following IFB requirements regarding disenrollment	$1,000 penalty for each instance in which Broker does not follow disenrollment requirements.
5. Interpretation Services	Making available interpretation services as required by the IFB	$1,000 penalty for each instance in which Broker does not follow IFB requirements for interpretation services.
G. GATEKEEPING PROCESS		
1. Gatekeeping Process	Following the gatekeeping process and script as required by the IFB	$1,000 penalty for each instance in which Broker does not follow IFB requirements for the gatekeeping process and script.
H. AUTHORIZED REPRESENTATIVES		
1. Beneficiary Representatives	Allowing Beneficiaries to utilize Authorized	$500 penalty for each instance in which a Broker

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	Representatives and following the process to verify and confirm the Representatives	fails to follow the requirements for allowing and confirming a Representative and/or allowing a Beneficiary to utilize a Representative resource.
I. MODES OF TRANSPORTATION AND FUNCTIONAL INDEPENDENCE		
1. Determining Mode of Transportation	Making proper determination of mode of transportation per the IFB based on the needs of the Beneficiary	$1,000 penalty for each instance in which Broker does not follow IFB requirements for determining the required mode of transportation.
2. Transportation Tokens, Passes, and Reimbursement	Providing the appropriate, required disbursement for a Beneficiary to cover the cost of transportation	A. Immediate payment to the Beneficiary to reimburse for the amount the Beneficiary spent to acquire the token, pass, or mileage; and B. $1,000 penalty for each instance in which Broker failed to timely provide the required disbursement per the IFB.
J. USING TRANSPORTATION NETWORK CARRIERS (TNC) ALTERNATIVE TRANSPORTATION		
1. Beneficiary Safety Plan Approval	Not using TNCs for transportation unless and until DHS has approved the Beneficiary Safety Plan.	$1,000 penalty for each trip leg provided by a TNC without having DHS approval of the Beneficiary Safety Plan.
2. Use of Script for DNC Determination	Following the required script when determining the appropriateness of TNC transportation for a Beneficiary.	$1,000 penalty for each instance that a Broker does not use the required script for TNC determinations.
3. Appropriate Use of TNC Transportation	Following the IFB requirements and script for determining the appropriateness of TNC transportation for a Beneficiary	$2,000 penalty for each trip leg provided by a TNC that was determined by DHS to be an inappropriate option based on IFB requirements.
K. ALLOWABLE ESCORT		
1. Escort Limits	Adhering to IFB requirements regarding limits for transportation of escorts	$500 penalty for each trip leg provided for an escort that exceeded limits or did not meet IFB requirements.
L. ATTENDANT AND DRIVER CARE		
1. Attendant Care	Provision of Attendant per IFB requirements	$500 penalty for each trip leg where an Attendant was

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		required but not provided.
2. Attendant Qualifications	Attendants meet all qualifications per IFB	$1,000 penalty for each trip leg where an unqualified Attendant was assigned for transportation.
M. DRIVER AND ATTENDANT RESPONSIBILITIES AND CONDUCT		
1. Driver and Attendant Conduct	Drivers and Attendants adhere to requirements of conduct and professionalism per IFB	$15,000 penalty for each driver or attendant, per day, who did not adhere to requirements of conduct or professionalism.
2. Driver and Attendant Assistance and Safely Requirements	Drivers and Attendants provide required assistance to Beneficiaries and follow all safety requirements for security of passengers during transportation	$15,000 penalty for each trip leg and for each driver or attendant that did not provide the required assistance or follow requirements to ensure passenger safety and security.
N. RESERVATIONS AND SCHEDULING - GENERAL INFORMATION		
1. Pick-up and Drop-off Requirements for Non-Routine Medical Transportation	Per the IFB: • Adhering to requirements for advising Beneficiary of estimated time for pick-up • Arriving at pick-up within the required arrival window • Arriving at Beneficiary's appointment location no earlier than time allowed • Providing confirmation of pick-up time within the required timeframe • Not exceeding the early pick-up window timeframe • Providing notice to Beneficiary of late pick-up arrival • Adhering to safe drop-off practices • Picking up Beneficiary prior to closing time of the pick-up site • All other scheduling requirements of IFB Section 2.16	$500 penalty for each instance in which the Broker does not adhere to IFB requirements regarding scheduling, pick-up, and drop-off of Beneficiary.
2. Pick-up and Drop-off Requirements for Transportation to and from an ADDT and EIDT Facility	Per the IFB: • Adhering to requirements for advising Beneficiary of estimated time for pick-up • Arriving at pick-up within the required arrival window • Arriving at Beneficiary's	$5,000 penalty for each valid complaint of a denied trip. A "Denied Trip" means: 1. After the third (3rd) consecutive day Broker fails to complete the

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	appointment location no earlier than time allowed Not exceeding the early pick-up window timeframe • Providing notice to Beneficiary of late pick-up arrival • Adhering to safe drop-off practices • Picking up Beneficiary prior to closing time of the pick-up site • All other scheduling requirements of IFB Section 2.16	scheduled pick up of a beneficiary (each consecutive day after three (3) shall constitute a separate Denied Trip subject to penalty); and 2. When Broker fails to complete a scheduled pick up of a beneficiary more than five (5) days during a contract year (each day over five (5) shall constitute a separate Denied Trip subject to penalty). A Denied Trip includes only those days where the cause of the failure to pick up is attributable to Broker or its subcontractor. DHS will determine the per occurrence amount based on the severity of non-compliance. DHS will review in good faith and may consider any justification presented for a Denied Trip as part of its calculation for final imposition amount.
3. Pick-up and Drop-off Requirements for Routine Medical Appointments such as Dialysis, Radiation, and Chemotherapy	Per the IFB: • Adhering to requirements for advising Beneficiary of estimated time for pick-up • Arriving at pick-up within the required arrival window • Arriving at Beneficiary's appointment location no earlier than time allowed • Providing confirmation of pick-up time within the required timeframe • Not exceeding the early pick-up window timeframe	$500 penalty applied for each instance in which the Broker does not adhere to IFB requirements regarding scheduling, pick-up, and drop-off of Beneficiary.

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	• Providing notice to Beneficiary of late pick-up arrival • Adhering to safe drop-off practices • Picking up Beneficiary prior to closing time of the pick-up site • All other scheduling requirements of IFB Section 2.16	
4. Hospital Discharge	Adhering to all IFB requirements regarding allowances and limits of transportation for discharges	$500 penalty for each instance in which the Broker does not adhere to allowances and limits of Hospital Discharge transportation .
5. Reservation and Scheduling Requirements in Subcontractor Agreements	All reservation and scheduling requirements included in all agreements a Broker has with a Subcontractor	$500 penalty for each omission of required information that is not included in a Subcontractor agreement.
O. EXTENSION OF TRANSPORTATION SERVICES (EOTS) UNDER ARHOME QUALIFIED HEALTH PLAN (QHP) - IFB 2.17		
1. Allowance for EOTS	Allowed only when approved by the Monitoring Contractor	$1,000 penalty for each applicable trip leg allowed without EOTS approval.
2. EOTS Tracking	Creating a formal process for call center operations by which EOTS is accommodated and tracked.	$1,000 penalty for each instance of a call center not having or following a formal EOTS policy.
P. DENIAL OF TRANSPORTATION – IFB 2.18		
1. Denial Process	Providing the helpline information to Beneficiary	$500 penalty for each instance where the helpline number is not provided to the Beneficiary
2. Written Notice of Denial	Providing written notice of denial through the U.S. Postal Service within 24 business hours of denial	$500 penalty for each instance where the written notice is not sent within the required timeframe.
3. Model Denial Notice	Submitting the Denial Notice to DHS for approval as required before service start date and at any time that a change is requested or required	$500 penalty for each day late that the draft notice, or any following update to information, is not provided to DHS for review and approval.
Q. BENEFICIARY COMPLAINTS – IFB 2.19		
1. Response to Beneficiary Regarding a Complaint	• Responding to a Beneficiary and providing the number to	$500 penalty for each instance where the response

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	the helpline within one (1) business day of complaint • Entering the complaint, response, and resolution into written record	to the Beneficiary does not meet the requirements.
2. Internal Response to Complaint Issues	Establishing any procedural changes and training staff on these, as well as reporting this change and training information to Monitoring Contractor on a monthly basis as required by the IFB	$500 penalty for each applicable instance where procedural updates are not executed or reported to the Monitoring Contractor.
R. TRANSPORTATION SERVICE RECORDS – IFB 2.20		
1. Vehicle Manifests	Completing a manifest for each driver/vehicle daily that contains all required data elements	$1,000 penalty for each instance where the driver/vehicle manifest is not complete or accurate.
2. Cumulative Trip Counts	Maintaining a cumulative trip count per Beneficiary, in conjunction with other Brokers as applicable	$1,000 penalty for each instance in which a Beneficiary cumulative count is not kept completely and accurately.
3. Provision of Beneficiary Service Records	Providing the Beneficiary records to DHS within a reasonable time frame as determined by DHS	$1,000 penalty for each instance in which the records are not provided by the required deadline.
S. VEHICLE SAFETY REQUIREMENTS – IFB 2.21		
1. Required Signage Inside Vehicles	All required signage displayed in NET vehicles as required by the IFB	$500 penalty for each instance in which any item of required signage is not displayed as required.
2. Vehicle Functionality and General Condition	Vehicle meets required functional and general condition requirements	$1,000 penalty for each day and each infraction of vehicle functionality and general condition.
3. Vehicle Safety Requirements	Vehicle meets all safety requirements, including but not limited to, all requirements regarding: • Appropriate step stool • Child safety alarm • Lift equipment • Required flooring • Video camera system • Manufacturer, State, and Federal safety standards • Age-appropriate child safety seats • Onboard safety	$1,000 penalty for each day and each infraction of the safety requirements as stated in the IFB.

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	equipment	
T. LICENSES AND PERMITS – IFB 2.22		
1. Maintaining Licenses and Permits	Maintain all licenses, permits, and certifications as required by all levels of government in Arkansas for all vehicles and personnel for Broker and all Subcontractors	$2,000 penalty for each day, per license, permit, or certification, that the documentation is not maintained as required by the IFB.
U. VEHICLE MAINTENANCE AND INSPECTION – IFB 2.23		
1. Vehicle Maintenance	All vehicles and equipment receive regular maintenance per the IFB requirements	$2,000 penalty for each instance in which a vehicle is found to have not received necessary and/or required maintenance .
2. Vehicle Inspections	Broker compliance with any request for vehicle inspection or inspection of vehicle records	$1,000 penalty for each instance in which a Broker does not comply with request for vehicle inspection or record of inspection.
3. Driver Vehicle Inspection	Drivers utilizing an established daily vehicle inspection checklist that meets IFB requirements for content and executing daily inspections prior to transportation	$1,000 penalty for each instance in which a daily inspection is not completed.
4. Daily Inspection Records	Maintained as required at the central business office and available to DHS or the Monitoring Contractor when requested	$1,000 penalty for each instance in which a Broker does not comply with a records inspection request and/or records are not maintained as required.
5. Inspection of Subcontractor Vehicles	• Completed by the Broker for all Subcontractor vehicles prior to execution of a Subcontractor agreement to certify compliance with IFB requirements • Completed every 30 days after the most recent inspection	A. $1,000 penalty for each instance in which a Broker fails to inspect and certify Subcontractor vehicles prior to agreement. B. $500 penalty for each day past the 30 days that a Broker fails to inspect and certify subcontractor vehicles.
6. Annual Inspections	Implementing and executing a process to verify annual inspections of all vehicles, including Subcontractors'	$1,000 penalty for each instance in which a Broker fails to complete an annual inspection of all vehicles.
V. VEHICLE INSURANCE – IFB 2.24		

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1. Insurance Requirements	Ensuring maintenance of the required insurance on all vehicles, including all policy, dollar amount, and insurance company requirements	$5,000 penalty for each instance in which insurance is not maintained following all requirements of the IFB.
W. PERSONNEL REQUIREMENTS FOR DRIVERS AND ATTENDANTS – IFB 2.25		
1. Driver and Attendant Requirements	Adhering to all minimum requirements of conduct, training, or other requirements for Drivers and Attendants per the IFB	$10,000 penalty for each day in which a working Driver or Attendant was not in compliance with IFB requirements.
2. Safety Violations	Immediate termination of a Driver or Attendant who is not compliant with serious safely violations	$10,000 penalty for each day in which a Driver or Attendant was not terminated after a serious safely violation.
3. Drug and Alcohol Testing	Executing testing for Drivers and potential Drivers per the requirements of the IFB	$10,000 penalty for each instance in which a Broker is not compliant with the testing requirements.
4. Suspected Influence of Alcohol, Narcotics, or Other Drugs	Following IFB requirements for suspected influence	$10,000 penalty for each instance in which a Broker is not compliant with the requirements of addressing suspected influence.
X. PERSONNEL EXCLUSIONS – IFB 2.26		
1. Exclusion List	Checking all personnel and applicants against the State and Federal Medicare and Medicaid exclusion list and denying employment to anyone on the list.	$10,000 penalty for each instance in which a Broker does not check the list for all personnel and applicants and/or employs a person on the list.
2. Pre-Employment Screening and Record Retention	Broker completes and retains records of all pre-employment screening as required by the IFB	$10,000 penalty for each incomplete or missing record that is required for hiring personnel.
Y. CALL CENTER REQUIREMENTS AND CORRESPONDENCE WITH BENEFICIARIES – IFB 2.27		
1. Telephone System Requirements	Meet all requirements of the IFB, including but not limited to: • A toll-free number in service during business hours • Meeting needs of hearing impaired/TDD • Providing capability for communications in Spanish, Marshallese, and other prevalent languages	$1,000 penalty for: • Each 10-minute interval that the toll-free number is not in service • Each instance in which hearing-impaired services are not available • Each instance in which a non-English speaking service is not available.

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2. Text Communications Number	Providing a number for text communications for Beneficiaries for urgent communications outside business hours	$1,000 penalty for each instance a beneficiary is not able to contact the Broker for urgent communications as required outside business hours.
3. Return Calls	All voicemails left by Beneficiaries before 5:00 P.M. returned the same day	$200 penalty for each instance where a voice message is not returned the same day.
4. Call Center Representative Conduct and Call Requirements	All representatives follow requirements for courtesy, identification, and other requirements for the IFB	$500 penalty for each instance a representative does not meet the IFB requirements for a call.
5. Designated NET Representatives and Separation of Services	Ensuring NET services are operated separately from any other transportation services the Broker may provide and that NET services have designated representatives	$500 penalty for each instance that a Broker is not operating NET and designating representatives as a separate service.
6. Notification of Call Center Outage	Notifying DHS immediately upon discovery of call center being down, and keeping DHS apprised of the issues as required by the IFB	$500 penalty for each instance a Broker does not immediately notify DHS of outage or does not keep DHS apprised of the situation.
Z. FUTURE WEBSITE AND MOBILE APPLICATION – IFB 2.28		
1. Cooperation and Collaboration on Future Website and Mobile Application Implementation	• Compliance with all IFB requirements regarding the implementation of the future website • More Performance Indicators for this project may be established and negotiated at that time	$1,000 penalty for each instance a Broker fails to cooperate or collaborate on the implementation of this project.
AA. SUBCONTRACTORS – IFB 2.29		
1. Service Agreement Pre-Approval	Receiving prior approval from DHS on a model service agreement for Subcontractors	$500 penalty does not have pre-approval on an agreement model prior to initiating with the Subcontractor.
2. Service Agreement Content, Format, and Compliance	All Subcontractor service agreements adhere to the content, format, and other compliance matters as required by the IFB.	$1,000 penalty for each day a subcontractor operated under a service agreement that was non-compliant with the IFB.
3. Service Agreement Records	Maintaining, and providing upon request, all subcontractor service agreement records as required	$1,000 penalty for each record not maintained as required and for each day's

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	by the IFB	delay in providing the records upon request.
4. Unacceptable Performance of a Subcontractor	Executing all required corrective actions to address non-performance issues within the timeframes as required by the IFB	A. $10,000 penalty for each instance where a Broker does not follow the requirements of the IFB to address non-performance; and B. $500 penalty for each day beyond the required timeframe a Broker does not execute the specified steps for corrective action.
5. Default Provision	Compliance with all IFB requirements within the timeframes specified	$500 penalty for each day late in which in meeting an IFB timeframe.
BB. PERFORMANCE MONITORING AND REPORTING – IFB 2.30		
1. Monitoring Cooperation	Fully cooperating with all monitoring requirements as specified in the RFP	$1,000 penalty for each instance in which the Broker does not cooperate as required by the IFB.
2. Provision of Required or Requested Service Documents and Data for Reporting	Providing all accurate and complete documents and all accurate and complete performance data and reporting in the methods and formats, and by the deadlines, as required by the IFB or as requested by DHS or the Monitoring Contractor This includes but is not limited to: • The Basic Performance Report • Service/Encounter Report • Status Report • Minimum Service Cost Requirement Report. • Driver Report • Vehicle Report • Accident and Violation Report • Complaint Report • Call Center Report • Any other reports, documentation, or data as requested by DHS or the Monitoring Contractor	$500 penalty for each day past the submission deadline in providing: • Accurate and complete documents for each document requirement or request. • Accurate and complete data for each required or requested report. After the third consecutive month of issues with accuracy, timeliness, or completeness of data, reports, or documentation, damages for continued issues in the fourth and following months will double to $1,000 until the Broker shows 3 months of compliant submissions.
3. Report and Record Retention	Adherence to record retention requirements per the IFB	$500 penalty for each instance in which a Broker is found in noncompliance of retention requirements.

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CC. TECHNOLOGY REQUIREMENTS – IFB 2.31		
1. Central Business Office Systems	Meets requirements of IFB and all State and Federal requirements as specified for a health information system	$5,000 penalty for each day the system is in noncompliance with requirements.
2. Submission of Data	Submission of a test file using the required EDI format by the deadline for DHS approval of submission process, and continued submission using the required and approved method	$500 penalty for each day late in submitting a test file and $1,000 for each instance in which a submission did not meet the approved requirements.
3. Data Backup	Data backups executed daily and stored at a secure, off-site location per IFB Disaster Recovery requirements	$500 penalty for each day a data backup was not executed and for each day data is not stored per the Disaster Recovery requirements.
DD. DISASTER RECOVERY AND INCLEMENT WEATHER – IFB 2.32		
1. Disaster Recovery Plan	Provided to DHS for approval prior to the deadline	$500 penalty for each day past the deadline for submission to DHS for review.
2. Adherence to the Disaster Recovery Plan	Strict compliance with all requirements of the Plan's provisions	$1,000 penalty for each instance in which a Broker is in non-compliance of a requirement in the approved Plan, applicable to each Beneficiary who is adversely affected by the Broker's non-compliance.
EE. AUDITS – IFB 2.34 (2.33 SKIPPED INTENTIONALLY)		
1. Allowance of Audits	Allowing and fully cooperating with audits by any of the entities specified in the IFB within the auditing allowance timeframe	$1,000 penalty applied to a future payment, or paid to DHS as specified, for each instance in which the Broker does not fully cooperate with a required audit.
2. Annual Audits	Submit audited financial statements annually by the deadline per IFB requirements	$500 penalty applied to a future payment, or paid to DHS as specified, for each day past the deadline for annual audit submission.
3. Audit Information	Maintaining, and requiring Subcontractors to maintain, all information as specified in the IFB	$500 penalty applied to a future payment, or paid to DHS as specified, for each instance in which the required auditing information is not maintained.

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FF. CONTINUED NET SERVICES UPON CONTRACT TERMINATION – IFB 2.35		
1. Provision of Transition Plan	Provided by the required deadline.	$1,000 penalty applied to a future payment, or paid to DHS as specified, for each day past the deadline the Transition Plan is provided.
2. Transition Plan Revisions and Approval	• Revisions provided by the required deadline. • Implementation of the plan only after DHS approval.	$1,000 penalty applied to a future payment, or paid to DHS as specified, for each instance in which the Broker does not meet the revision deadline. $5,000 penalty applied to a future payment, or paid to DHS as specified, for each instance in which the Broker implements a component of the Transition Plan prior to DHS approval.
3. Transition Cooperation	Compliance with IFB requirements of full cooperation during transition of services to a replacement contractor at contract termination	$1,000 penalty applied to a future payment, or paid to DHS as specified, for each instance in which the Broker does not meet the IFB requirements for cooperation at transition.
GG. MANDATED REPORTING		
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 Subcontractors' employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect that: a. A child has been subjected to child maltreatment; b. A child died as a result of child maltreatment; c. A child died suddenly and unexpectedly; or d. Observe a child being subjected to conditions or circumstances	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	$5,000 penalty applied to a future payment, or paid to DHS as specified, for each instance in which the Broker fails to report.

Service Criteria[i]	Acceptable Performance	Damages for Insufficient Performance[ii]
that would reasonably result in child maltreatment. or e. 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. 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. An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline. 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. 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.		
HH. PERFORMANCE BONDING		
The Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows: 1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State.	Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria at all times throughout the contract term as determined by DHS.	$5,000 penalty for each day in which the Broker fails to meet the Performance Bonding requirement.

Service Criteria[i]	Acceptable Performance	Damages for Insufficient Performance[ii]
2. The State **shall** require additional performance bond protection when a contract price is increased or modified. 3. The additional performance bond **must** be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request. 4. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice.		
II. CONFLICT OF INTEREST MITIGATION		
During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.	The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	$1,000 penalty for each day past five (5) days for each actual, apparent, or potential conflict of interest the Broker fails to disclose. • $10,000 penalty for the first failure to comply with the mitigation plan developed by the Broker and approved by DHS. • For each subsequent violation of the mitigation plan, twice the amount of the immediately preceding penalty..
JJ. ARKANSAS FREEDOM OF INFORMATION ACT (ARK. CODE ANN. §25-19-101 ET SEQ.)		
1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request. 2. By the DHS determined deadline, Contractor shall provide all documents in its possession or control to DHS that match the request made by DHS.	Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time. Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's	• $500 penalty for each document that is missing from the response to the FOIA request. • $500 penalty for each day past the deadline that a FOIA request is provided late. • In addition to the above penalties, payment of any penalties, fees, and costs imposed on DHS

Service Criteria[i]	Acceptable Performance	Damages for Insufficient Performance[ii]
3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. § 25-19-103(7)(A). 4. 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. For all FOIA requests received, the Contractor shall also notify DHS of the request at DHS.FOIA@arkansas.gov.	response and provision of documents.	associated with the Broker's failure to timely and accurately provide the requested information and documents.

[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.