

**ARKANSAS DEPARTMENT OF HUMAN SERVICES  
PERFORMANCE-BASED CONTRACTING**

Pursuant to Arkansas Code Annotated 19-11-1010 et. seq., the selected contractor shall comply with performance-based standards. Following are the performance-based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office 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.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor so as to establish standards that are reasonably achievable.
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p><b>A. Dental Services.</b></p> <ol style="list-style-type: none"> <li>1. Contractor shall provide consultation, dental treatment, and referral service to all individuals residing at the Booneville Human Development Center (BHDC) who need dental services/treatments.</li> <li>2. The Dentist shall: <ol style="list-style-type: none"> <li>a. Provide dental services including but not limited to diagnosing and treatment of diseases, injuries, and malformations of teeth and gums and related oral structures, and may treat diseases of nerve, pulp, and other dental tissues affecting vitality of teeth.</li> <li>b. Examine teeth, gums and related tissues, using dental instruments, x-rays, and other diagnostic equipment, to evaluate dental health, diagnose diseases or abnormalities and plan appropriate treatment.</li> <li>c. Administer local anesthetic to limit the amount of pain experienced by patients during procedures.</li> <li>d. Formulate a plan of treatment for patient's teeth and mouth tissue. Treatment shall include: <ol style="list-style-type: none"> <li>i. Periodic oral evaluation.</li> <li>ii. Limited oral evaluation/problem focused.</li> <li>iii. Prophylaxis.</li> <li>iv. Amalgam one surface.</li> <li>v. Amalgam two surface.</li> <li>vi. Amalgam three surface.</li> <li>vii. Amalgam four surface.</li> <li>viii. Resin composite one surface-anterior.</li> <li>ix. Resin composite two surface-anterior.</li> <li>x. Resin composite three surface-anterior.</li> <li>xi. Resin composite four surface-anterior.</li> <li>xii. Resin composite one surface-</li> </ol> </li> </ol> </li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contracted term.</p>	<p>1st incident: A Corrective Action Plan, acceptable to the Arkansas Department of Human Services (DHS), shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty shall be assessed in the following months' payments to the contractor for each thirty (30) day period the contractor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until contractor is in full compliance, a substandard Vendor Performance Report</p>

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<p>posterior.</p> <p>xiii. Resin composite two surface-posterior.</p> <p>xiv. Resin composite three surface-posterior.</p> <p>xv. Resin composite four surface-posterior.</p> <p>xvi. Extraction/Erupted Tooth.</p> <p>xvii. Extraction/Surgical Removal.</p> <p>xviii. Adjust complete denture.</p> <p>3. The Dental Assistant shall provide chair-side assistance to the dentist providing dental treatment to individuals who reside at BHDC.</p> <p>4. The Dental Hygienist shall clean and polish the teeth and provide dental hygiene information and instructions to patients who reside at BHDC.</p> <p>5. Contractor shall provide guidance and direction, set performance standards, and monitor performance of subordinates.</p> <p>6. Contractor shall provide dental services five (5) hours a day, two (2) days per month. The BHDC medical staff will set and maintain a schedule agreeable to the dentist.</p> <p>7. Contractor's Dentist, Dental Assistant and Dental Hygienist shall maintain current certifications and licensure by the State Board of Dental Examiners at all times throughout the contracted term.</p>		<p>maintained in DHS' Vendor file, and contract termination.</p>
<p><b>B. Transition Planning</b>  Ninety (90) days prior to the contract end date, the vendor shall submit to the Arkansas Department of Human Services (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 <b>shall</b> 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, <b>shall</b> be delivered to DHS no more</p>	<p>The contractor <b>must</b> maintain one hundred percent (100%) compliance with this item 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 maintained in the vendor file. Final payment may be withheld from the vendor until the all elements of the transition are</p>

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than fifteen (15) days following the contract end date.		satisfied as determined by DHS.

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.

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<sup>i</sup> 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.

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