

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING
Laundry Service - Arkansas Health Center

Pursuant to Ark. Code Ann. 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 ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>A. Scope of Work</p> <ol style="list-style-type: none"> 1. The Contractor must provide daily laundry delivery and pick-up services seven (7) days per week, including holidays. Daily delivery and pick-up requirements may be adjusted with the prior written approval of the Arkansas Health Center (AHC) Environmental Services (EVS) Director. 2. The Contractor shall comply with all Arkansas Health Department regulations, Joint Commission on Accreditation of Healthcare Organizations (JCAHO) Standards, Occupation Safety and Health Administration (OSHA) requirements, and any/all universal infection control standards that are applicable to hospital linen service. 3. Contractor shall provide twenty-four (24) hour return of all linens or as agreed upon in writing between AHC representative and the laundry Contractor representative. 4. During the regularly scheduled delivery of clean linens, the Contractor shall collect bagged soiled linens from the designated linen room. AHC will place soiled linen in the appropriate water-soluble bags. The Contractor shall load into soiled linen cart and transport back to delivery vehicle. 5. All clean linen shall be packaged or adequately covered to provide protection from dust, dirt, and soiling. 6. The Contractor shall be responsible for removing all clean linen from cart and stacking it on designated shelves in the designated linen room neatly and orderly. 7. Contractor shall provide twenty-four (24) hour return of all linens or as otherwise agreed upon in writing between AHC representative and the laundry Contractor representative. 8. All dirty linens shall be washed separately and packaged the same, e.g., sheets are to be washed separately and packaged separately from other items. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar 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>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>9. The Contractor shall attach a daily count of each article laundered to each cart.</p> <p>10. The Contractor shall ensure adherence to proper safety precautions and requirements for the job.</p>		
<p>B. Personnel</p> <p>1. The Contractor shall supply adequate experienced workers to complete the daily work assignments. AHC reserves the right to refuse to accept services from any personnel deemed by the AHC to be unqualified or unable to perform assigned work.</p> <p>2. Workers shall wear proper attire that identifies the company and their name.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar 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>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>C. Linen Specifications</p> <p>Contractor shall provide linen meeting the dimensions or meeting or exceeding the minimum specifications outlined in Section 2.5 of the IFB. Linen must be submitted to AHC for approval prior to use.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p>

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	<p>criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar 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>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>D. Linen Service Control</p> <ol style="list-style-type: none"> 1. Linens shall be divided into the general classifications outlined in the IFB for processing purposes: 2. Any biohazard material, defined as sharps, catheters, or IV tubing, found in the soiled linen shall be returned to AHC for disposal. 3. Any laundry returned to ACH without proper cleaning or finishing shall be returned to the Contractor and identified as such, separate from other soiled pieces. These items must be reprocessed at no charge and delivered together in a separate care or bundle with a "NO CHARGE" rental item ticket. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty</p>

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<p>4. All heavily stained items shall be separated and receive special stain-formula treatment as follows:</p> <p>a. Handling of soiled goods by AHC:</p> <ul style="list-style-type: none"> • AHC will have no responsibility to separate laundry items. • When applicable, AHC may bag items from isolation rooms, units, and/or areas separately from soiled laundry in general use. • Linen items originating in isolation areas will be bagged in yellow water-soluble bags furnished by AHC. • AHC will retain no liability to the Contractor for the solid goods moving in the course of the servicing contract. <p>b. Handling of soiled goods by Contractor:</p> <ul style="list-style-type: none"> • Contractor shall handle the bagged isolation soiled linens in accordance with all recommendations and/or requirements for handling such items as may be currently in effect at the time of handling. • All work shall be quality work performed according to the standards of the laundry industry and to the complete satisfaction of AHC. • Contractor shall handle the isolation linens in such a manner that flushing, breaking, bleaching, washing formula, temperature and cycles used are as recommended for the fabric and colors involved and are the then currently approved for the in-service nature of the goods (i.e., hospital use, by any agency or accreditation body with jurisdiction in the use of the clean linens). 		<p>will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>E. Quality and Control Standards</p> <p>1. Testing-whiteness test shall show not more than ten percent (10%) loss after twenty (20) washings as the acceptable whiteness retention.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the</p>

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<ol style="list-style-type: none"> 2. Tensile strength shall show not more than ten percent (10%) loss after twenty (20) washings. 3. Articles must be free of objectionable odors. 4. No trace of washroom supplies shall be left in the fabrics. 5. Failure of the laundry Contractor to maintain both the whiteness retention and tensile strength standards for the linen items in any two (2) successive testing cycles shall be sufficient cause for AHC to cancel this contract upon thirty (30) calendar days written notice, for cause. 	<p>all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar 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>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>F. Pickup and Delivery</p> <ol style="list-style-type: none"> 1. The Contractor shall provide a daily laundry pick-up and delivery service, seven (7) days Sunday through Saturday, including holidays. The current laundry schedule is as follows: 2. Each delivery to each unit must be available by 8:00 a.m. CST. 3. Pick-up of soiled linen and carts must be made immediately following delivery of clean linens and carts on a one-to-one exchange basis. 4. Linen shall be delivered and picked up in carts provided by Contractor. 5. AHC personnel will verify contents and accuracy of each cart, item listing and 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar day period the Vendor is not in full compliance with all requirements of the contract. The five</p>

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<p>count, before signing Contractor's delivery copy.</p> <p>6. Each cart shall have attached or stenciled the following:</p> <ul style="list-style-type: none"> • Cart number • Date • Cart contents (each linen item) and • Price each of listed linen items <p>7. During delivery inspection, a narrative of any discrepancies (e.g., missing item, soiled item, damaged item, etc.) in cart contents will be reported by AHC linen room personnel and signed by AHC linen room personnel and the Contractor representative. Contractor shall make required adjustments to resolve discrepancies at no additional cost.</p> <p>8. The vehicle(s) used to transport clean and soiled linen must be sanitized after each pickup.</p> <p>9. Exceptions:</p> <ol style="list-style-type: none"> a. An agreement, if AHC needs will be adequately met, may take place between AHC representative and the Contractor representative for a five (5) day pick-up and delivery service. b. Contractor shall not be held responsible for maintaining established delivery scheduled in the event roads and highways are impassable due to ice or snow. c. Contractor shall not be responsible for delays in service due to natural causes over which they have no control such as public utility shutdown, storms, and other such events. d. If the Contractor fails to deliver laundry for reasons other than the above and AHC must have laundry processed by another vendor, charges for laundry service at another company shall be assessed to the current Contractor. The Contractor shall be charged the difference between the current contract rate and the other vendor's rate. 		<p>percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
G. Laundry Cart System and Scheduling	Acceptable	1st Incident: A

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<ol style="list-style-type: none"> 1. Contractor shall provide a cart exchange system capable of transporting clean linen from the laundry to the hospital and soiled linen from the hospital to the laundry. During the contract, this system shall be kept at an adequate level for AHC service requirements. 2. Contractor shall supply carts to transport linen and propose a cart exchange system adequate for handling both clean and soiled linen items. 3. Contractor shall consider the factors of bulk movement and limited square footage available for the staging of carts with clean goods delivered. Undue width shall be avoided, due to hall traffic problems, elevator door widths, and other physical layout problems. Carts must be selected with height considerations which would not make a loaded cart too heavy or unstable when rolling. 4. Cart casters shall be non-marking casters. 5. Contractor shall add and/or replace carts as necessary for the proper handling of clean and soiled linen items. 6. Contractor shall provide a minimum of twelve (12) carts. Carts will remain the Contractor's property. 7. Contractor shall ensure soiled and clean linen carts are separate from each other and that soiled carts are sanitized between each use with a germicidal agent prior to return to AHC. 	<p>performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar 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>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>H. Invoicing</p> <ol style="list-style-type: none"> 1. Invoices must include an original and two (2) copies of the invoice with the following information: <ul style="list-style-type: none"> • Contractor's name and address • Invoice date • Contract number • Purchase order number • Description of provided services • Quantity • Price per linen rental item • The name, title, and phone number of the person to be 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty</p>

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<p>notified in the event of an error in the invoice.</p> <p>2. Each submitted invoice must list each cart number.</p>	<p>DHS.</p>	<p>(30) calendar 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>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>I. Other Contract Requirements</p> <p>1. Contractor shall meet with AHC representative at least thirty (30) calendar days before the contract start date to develop a schedule for phasing all AHC laundry services into the Contractor's present operations.</p> <p>2. The schedule shall be finalized fifteen (15) before the contract start date.</p> <p>3. Contractor's proposed processing schedule, submitted to and approved by AHC, shall include the following:</p> <p>a. Deliveries must accommodate (at one time) the available space in linen room for the staging of clean laundry.</p> <p>b. Pickups must be scheduled to minimize the buildup of an undue quantity of soiled laundry. Undue quantity is defined as more than one (1) day supply of linen not picked up by the scheduled pick-up time.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar 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>3rd incident: DHS</p>

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<p>c. Turnaround time must be adequate to ensure that AHC is not required to increase working inventory levels of the linen items in service in order to accommodate the Contractor's proposed service schedule. Turnaround time must be twenty-four (24) hours.</p> <p>d. The Contractor shall designate an employee(s) who is thoroughly knowledgeable of the service contract and the laundry's own operations to be the contract coordinator for the laundry services. The contract coordinator will work directly with AHC Safety Officer or his/her designee in the scheduling and service needs of the facility in relation to this contract. The parties will meet to resolve any issues/problems that may arise.</p> <p>e. The Contractor shall fully identify the processing cycle and re-delivery schedule for the laundry.</p> <p>f. The Contractor shall have a physical plant designed and equipped, including ventilation/exhaust systems, to assure complete separation of soiled and clean linen at all times to prevent cross contamination. Traffic patterns shall be such that the soiled and clean linen never occupy the same area.</p> <p>g. AHC reserves the right to inspect laundry facilities on an annual basis.</p> <p>h. Upon notification of impending award, the Contractor must submit to AHC for approval a detailed schedule of all compounds to be used in the wash, bleach, and sour process for each category of laundry:</p> <ul style="list-style-type: none"> • Isolation items • General linens and other items. <p>Once approved by AHC, the processing formula, etc., shall become a part of the contract and Contractor shall not substitute methods, compounds, or other details</p>		<p>reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>without prior approval by AHC, evidenced by a written document.</p> <p>i. Prior to service, Contractor shall provide adequate technical written description of how chemicals are loaded into machines and how temperature levels and PH, water, and chemicals are held. The description must show:</p> <ul style="list-style-type: none"> • Water hardness, average maintained • Cycle time and water temperature for each flush, for breaking, bleaching, souring, and rinsing. • PH for break operation, bleaching, and souring <p>j. Bacteriostat and fabric softener compounds used in the formula must be approved for the ratio of the compound to water quality (strength) and the time of use in the cycle.</p>		
<p>J. Emergency Planning</p> <p>1. Contractor shall have a back-up plan in place for emergency processing and shall provide a copy of the plan to AHC ten (10) calendar days prior to the start of the contract to assure uninterrupted laundry services in the event an emergency arises.</p> <p>2. These emergencies may include but are not limited to:</p> <ul style="list-style-type: none"> • Weather conditions, such as flood, tornado, and snow; • Disasters, such as building collapse or fire; • Labor shortages, strikes, equipment malfunction, water shortage, or power outage; or • Epidemics, such as flu or food-borne illnesses, among employees and/or patients at AHC. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar 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>3rd incident: DHS reserves the right to impose additional penalties including</p>

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		without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
<p>K. Mandated Reporting</p> <p>Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect that:</p> <ul style="list-style-type: none"> 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 that would reasonably result in child maltreatment. <p>or</p> <ul style="list-style-type: none"> 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. <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</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>For each failure to report, DHS may impose:</p> <ul style="list-style-type: none"> 1. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or 2. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance,</p>

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<p>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>maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>L. Conflict of Interest Mitigation During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>The Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p>M. Transition Planning Ninety (90) days prior to the contract end date, the Vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</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 the all elements of the transition are satisfied as determined by DHS.</p>
<p>N. 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</p>	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%)</p>	<p>1. For each failure to meet performance standard, DHS may impose: a. A ten</p>

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<p>Act (FOIA) request.</p> <p>2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by 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>of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<p>percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or</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</p>

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		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.

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.