

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.
- 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>The vendor must have licensed and/or certified therapists available to fulfill the requirements of this IFB which includes services being rendered as needed by ASH. All services are to be rendered on-site at the following location:</p> <p>Arkansas State Hospital 305 South Palm St Little Rock, AR 72205</p> <p>All services must be provided during the agreed upon hours and days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.</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) 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>Prior to contract award, the Vendor must furnish a current copy of their approved "Certificate of Insurance" and must maintain the insurance requirements throughout the contract and any/all extensions. \$1,000,000.00 per occurrence, general liability \$3,000,000 aggregate, for professional liability, negligence, errors and omissions and public liability.</p> <p>A. The insurance must have limits sufficient to cover losses resulting from or arising out of vendor's action or inaction in the performance of the contract by the vendor, its agents, servants, employees, or</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) 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</p> |

| | | |
|--|---|---|
| <p>subcontractors.</p> <p>B. The insurance shall cover and continue to cover all occurrences during the term of this contract and any extensions thereof.</p> <p>C. The insurance shall not be modified without DHS approval.</p> <p>D. All insurance policies shall be with a company licensed by the State of Arkansas to do business and to provide such policies.</p> <p>The Contractor shall notify DHS not less than forty-five (45) days in advance of any non-renewal, cancellation, or expiration of the Contractor's insurance policy. In the event DHS receives a notice of non-renewal, the Contractor shall provide DHS with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect. DHS shall have the right to inspect the original insurance policies held by the Contractor.</p> | | <p>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>A. DHS/ASH requires occupational and physical therapy services. DHS/ASH reserves the right to request additional therapy services as needed.</p> <p>B. Physician's orders shall be required before Contractor can provide any service other than screenings to patients.</p> <p>C. A maximum of 2080 hours of service shall be provided by any one therapist or therapy assistant during a contract year. The therapist and therapy assistant hours shall be coordinated with the treatment team.</p> <p>D. Contractor(s) must be available to provide therapy services to adult and/or adolescent patients of ASH as needed. Staffing levels will be determined by DAABHS/ASH based on physician orders.</p> <p>E. The provision of services must comply with Centers for Medicaid and Medicare Services (CMS) and The Joint Commission (TJC) standards</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) 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,</p> |

| | | |
|--|---|---|
| <p>concerning the provision of specialized rehabilitation services.</p> <p>F. Therapist(s) must perform functions as specified by DAABHS/ASH, in accordance with all federal, state, institutional procedures, policies, guidelines, administrative orders, directives and applicable regulations. Including HIPAA (Health Insurance Portability and Accountability Act) compliance as applicable to the DAABHS/ASH location.</p> <p>G. The Contractor has no authority to initiate purchasing of any goods or equipment but shall be responsible for requesting the same from the ASH Support Therapy Services Director in a timely manner so as not to disrupt service to patients.</p> | | <p>maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p> |
| <p>INDIRECT PATIENT CARE SERVICES</p> <p>A. Orientation Process All therapists and therapist assistants shall participate in the ASH new employee/contractor orientation and WELLE Behavioral Safety Management for Healthcare Training program prior to the provision of services. The duration of orientation and the training program is estimated at four (4) hours. All therapists and therapist assistants must recertify annually. The duration of recertification is estimated at two (2) hours.</p> <ol style="list-style-type: none"> 1. Prior to orientation ASH must be supplied with a current copy of each therapist's criminal background check, child and adult maltreatment registry record, tuberculosis (TB) skin test and seasonal flu vaccination. 2. Each therapist must be cleared to work at ASH, by the ASH Human Resources Director, prior to his or her attendance at orientation. | <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) 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</p> |

| | | |
|--|---|--|
| <p>STAFFING, LICENSING AND/OR CERTIFICATION</p> <p>A. Staffing levels will be determined by DAABHS/ASH based on Physician's orders and mutually agreed upon by the Contractor. DAABHS reserves the right to request additional staff as needed to perform services.</p> <p>B. All new hires must meet minimum qualifications, such as being licensed and/or certified in their respective field and must meet and satisfy all service requirements.</p> <p>C. The Contractor must maintain all current therapist license(s) and/or certification that is required for the performance of the therapist services and must supply a copy of the license(s) and/or certificate upon request to ASH for each therapist. The Contractor shall immediately notify the DHS contract administrator or designee of any changes in therapist licensure and shall be responsible for ensuring that only licensed therapists provide services.</p> <p>D. All therapists, including therapist assistants, shall maintain their professional license and/or certification within their professional area of practice for the duration of the contract period. The State of Arkansas shall in no way be held responsible for the payment of any fees or costs related to the acquiring or renewal of any license and/or certification</p> <p>E. The Contractor shall provide licensed and/or certified therapist and/or therapy assistants to one hundred percent (100%) of ASH patients referred to the Contractor by the ASH designated physician. The therapist and/or therapy assistant provided, by the Contractor, shall remain consistent to ensure the quality of services is maintained and optimal rehabilitation performance is obtained during treatment.</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>terminating the contract.</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) 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>CRIMINAL BACKGROUND CHECKS Criminal history checks and central registry checks must be renewed every five (5) years. If at the time of the initial criminal history check the therapist has not been a resident of the State of Arkansas for the previous five (5) years, a federal criminal history check is required.</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) 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>SCREENING OF PATIENTS The Contractor shall provide an Occupational Therapy (OT) screening on every adolescent patient within fourteen (14) calendar days of admission. The screening results shall be forwarded to the physician within five (5) business days for consideration of referral for further evaluation. Time spent on screening may vary according to admissions.</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) 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>MEETINGS The Contractor shall participate in treatment team meetings with ASH staff as needed. Time spent in treatment team meetings may vary.</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) 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>TRAINING The Contractor shall provide in-service training to DHS staff, upon request by the Support Therapy Services Director and in coordination with staff development and treatment teams, emphasizing interventions and techniques to restore, maintain, and prevent regression of physical/cognitive function of the patients.</p> | <p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the</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</p> |

| | | |
|---|---|--|
| | <p>contract term as determined by DHS.</p> | <p>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>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>DIRECT PATIENT CARE SERVICES</p> <p>A. Evaluation of Patients The physical or occupational therapy assistant shall work under the supervision of a licensed physical or occupational therapist following the Arkansas State Board of Physical Therapy rules and regulations or the Arkansas Occupational Therapy Practice Act. The therapy assistants shall perform services that fall within their scope of practice as outlined in the regulatory guidelines.</p> <p>B. The Therapist shall perform an evaluation on each physician-referred patient. The Therapist must provide the following within fourteen (14) calendar days from date of physician referral:</p> <ul style="list-style-type: none"> • Administer any needed testing • Complete the interpretation • Recommend a course of treatment • Provide a report summarizing the findings of the evaluation <p>The Therapist shall provide, upon physician referral only, therapy services as recommended in the patient's evaluation. Patients shall be seen within five (5)</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) 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)</p> |

| | | |
|--|---|---|
| <p>business days of referral. After each session of rehabilitation services, the therapist shall document in the patient files the progress in treatment within one (1) business day, other time frames may be considered. All notes are to be filed in the patient's medical records.</p> <p>Therapy hours must be coordinated with the treatment team and unit schedule.</p> | | <p>in the vendor file and terminating the contract.</p> |
| <p>SERVICE TICKETS The Contractor must submit electronic service tickets provided through EHR to the ASH billing department representative on the same business day as the date of service.</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) 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>INVOICE REQUIREMENTS A. Contractor should submit monthly invoices to ASH Accounts Payable for approval and comparison to daily service tickets. Invoices must be submitted within thirty (30) days of the services rendered. Invoices submitted outside of the stated time frame that are incorrect are subject to a delay in payments. All invoices must be accurate and match service ticket</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</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</p> |

| | | |
|--|---|---|
| <p>information.</p> <p>B. Contractor must provide, upon request by the patient’s accounting office, information needed to process insurance claims for therapy services within three (3) business days.</p> <p>C. Necessary adjustments to the billing process shall be made to comply with any changes in insurance billing requirements for therapy services.</p> <p>NOTE: ASH Accounts Payable will submit invoices to DHS for payment.</p> | <p>determined by DHS.</p> | <p>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>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>EMPLOYEE IDENTIFICATION</p> <p>A. Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badges at all times while on ASH premises.</p> <p>B. Each Contractor employee or agent shall provide, upon request of authorized ASH personnel, additional photo identification.</p> <p>ASH shall provide a permanent ID badge once an employee of the contractor has satisfied all orientation requirements. At all times on ASH premises, the Contractor’s personnel shall comply with ASH onsite requirements. Contractor’s personnel must provide information for badge issuance. Badges must be visible to others.</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) 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</p> |

| | | |
|--|---|--|
| <p>TELEHEALTH</p> <p>A. DAABHS/ASH reserves the right to request therapy services be rendered remotely using an audio-visual communication method, also referred to as telehealth or telemedicine. Upon request, Contractor shall have the capability to provide telehealth therapy services.</p> <p>B. Telehealth services shall be provided in accordance with Arkansas Code Annotated §17-80-401. The audio-visual method of communication must function on multiple devices including computers and laptops with Windows, Apple (MacOS and iOS) and Google (Chrome and Android) operating systems.</p> <p>C. The audio-visual method of communication must allow HIPAA compliant video communications between the provider and the patient.</p> <p>D. The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State.</p> <p>E. The Contractor shall comply with all federal and state records requirements, including confidentiality and privacy of patient records and The Health Insurance Portability and Accountability Act of 1996 (HIPAA).</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>terminating the contract.</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) 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>CALL-INS OR CANCELLATIONS</p> <p>All call-ins or cancellations must be communicated to DAABHS/ASH at least two (2) hours prior to the start of required shift.</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) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be</p> |

| | | |
|---|---|---|
| | | <p>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>A. 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 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> <ol 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> <ol 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</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> <ol 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, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p> |

| | | |
|---|--|---|
| <p>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>B. 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>C. 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</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>DHS no more than fifteen (15) days following the contract end date.</p> | | |
| <p>E. Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</p> <ol style="list-style-type: none"> 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. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. 3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A). <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>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) 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> | <ol style="list-style-type: none"> 1. For each failure to meet performance standard, DHS may impose: <ol style="list-style-type: none"> a. 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 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>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.