

**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:

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<p>A. Adolescent Residential Treatment Vendor must ensure access to residential treatment for adolescents in their designated catchment area.</p> <ol style="list-style-type: none"> 1. Adolescent Residential Treatment Services must include documented evidence of a pre-admission screening and an intake/assessment, which at a minimum includes financial eligibility, evidence-based screening tools for substance abuse and co-occurring problems, ASAM-based determination of treatment modality, an initial treatment plan, and a comprehensive treatment plan. 2. Youth in Residential Treatment must receive: <ol style="list-style-type: none"> a. Individual Therapy b. Group Therapy c. Family Therapy d. School-Based Services e. <i>(State Department of Education approved, on - campus schooling)</i> f. Medication Management by Physicians g. Community-Based Services h. <i>(Nursing and paraprofessional services 24 hours a day)</i> i. Substance Abuse <ul style="list-style-type: none"> • Recovery Services • Care Coordination • Case Management • Support Network Involvement/Family Support • Psychoeducation j. Structured, Recreational Activities k. Room and Board 3. Treatment plans for adolescents must address adolescent specific needs and issues. 4. Adolescent Residential Treatment may also include periodic drug testing. 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</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>

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<p>5. Adolescent Residential Treatment must include room and board.</p> <p>6. There must be a separate, identifiable organized unit providing substance abuse treatment services that represents a significant part of the continuum of therapeutic modalities comprising comprehensive substance abuse services to adolescents.</p> <p>7. Adolescent Residential Treatment programs must have policies and procedures that govern access to client education as required by the Arkansas Department of Education.</p> <p>8. Staff employed with adolescent programs must have training specific to the clients served, such as:</p> <ul style="list-style-type: none"> a. impact of substance abuse on children b. identifying domestic violence c. abuse, neglect—empowering the client and families to restore family functioning d. development and age appropriate behaviors e. parenting skills f. self-esteem g. peer pressure h. bullying 		
<p>B. Local Judges/Court Services Vendor must work with local judges and courts to provide substance abuse treatment to adolescents involved in juvenile drug courts to ensure continuity, access, and quality of services for participants. The Vendor shall:</p> <ul style="list-style-type: none"> a. Be an active member of the juvenile drug court team for a specific judicial district. b. Attend relevant drug court hearings. c. Engage in collaborative treatment planning with the drug court team to ensure interdisciplinary and coordinated treatment of involved adolescents. 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be</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</p>

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<ul style="list-style-type: none"> d. Provide updates to the court and the drug court team regarding the progress of the adolescent's treatment plan. e. Adhere to the rules and guidelines of the juvenile drug courts with which they are partnering. f. Maintain continuous and consistent communication with the drug court team and drug court judge to ensure compliance with the drug court rules, guidelines, and orders. g. Develop and follow individualized and comprehensive treatment plans for adolescents in the drug court program as a member of the drug court team. h. Provide care coordination services to participants according to the needs identified in their comprehensive needs assessments and documented in the treatment plan. i. Provide frequent and periodic drug screenings in accordance with orders of the court. 	<p>evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<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 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. Care Coordination (Residential) Vendor shall assist the client and family in gaining access to needed medical, social, educational, and other services. Care Coordination shall be provided using a wrap-around model and shall include the following activities:</p> <ul style="list-style-type: none"> a. Input into the treatment planning process b. Coordination of the treatment planning team c. Referral to services and resources identified in the treatment plan d. Facilitating linkages between levels of care e. Monitoring and follow-up activities necessary to ensure the goals identified in the treatment plan are met or revised as needed f. Assisting with transitioning between levels of care and/or integrating back into the community 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</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</p>

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<p>D. Standard of Care The Vendor shall:</p> <ol style="list-style-type: none"> 1. Ensure clients funded by DAABHS meet eligibility guidelines. The Vendor will receive payment from DAABHS for necessary services provided to individuals whose income is at or below one hundred fifty percent (150%) of the Federal Poverty Level as issued in the Federal Register by the Department of Health and Human Services (HHS). The poverty guidelines are also available online at https://aspe.hhs.gov/2021-poverty-guidelines. Income must be evaluated over the course of the last twelve (12) months. 2. Ensure evidence-based practices are utilized. The materials used must be relevant to the prevention served and the modality of treatment. <ol style="list-style-type: none"> a. Evidence-based materials must be selected from the following Substance Abuse and mental Health Services Administration (SAMHSA) link: https://www.samhsa.gov/ebp-resource-center. b. Vendor must ensure that staff providing services have documented training in the identified evidence-based curriculum. c. The clinical documentation in client files must indicate that the evidence-based materials are being implemented appropriately. 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</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>

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<p>d. Policies and procedures must be in place regarding the training and continuing education required of staff, as well as the required use of evidence-based programs.</p> <p>3. The Vendor must ensure family/support network involvement in the treatment process.</p> <p>a. There must be documented attempts to ensure meaningful family/support network involvement. If involvement is contraindicated, then there must be documentation as to why.</p> <p>b. Adolescents involved in substance abuse treatment must have at least one (1) counseling session per month that involves a parent or legal guardian.</p> <p>5. The Vendor must ensure that treatment services are strengths-based, trauma-informed, holistic, culturally relevant, educational, individualized, and recovery-oriented.</p> <p>a. Clients' strengths must be identified during the screening/intake/assessment process. Identification should continue throughout the course of treatment and until the time of discharge. Clinical documentation must reflect that strengths are utilized when appropriate and are considered a key part of the treatment process.</p> <p>b. Treatment must include documented educational/informational activities relevant to enhancing the quality of life, prevention, resiliency, and recovery.</p>		

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<ul style="list-style-type: none"> c. There must be clear evidence that clients are involved in the development of treatment goals and objectives, revisions of goals and objectives, and in the development of an aftercare plan. d. All documentation must be individualized and client specific. e. Aftercare and discharge planning must be individualized and include identification of appropriate referrals to specific and relevant community resources, and specific plans on how to maintain or exceed progress achieved during the course of treatment. 		
<p>E. Records and Reporting</p> <ul style="list-style-type: none"> 1. In a manner and timeframe prescribed by DAABHS, the Vendor must provide regular and special reports or plans. The Vendor must ensure all reporting information is submitted to DAABHS within designated time frames. 2. All DAABHS-funded services provided by the Vendor and their subcontractor(s) must be entered into the DAABHS Data Information System by the Vendor by the fifth (5th) working day of the following month. This includes services to clients, Admission Reports, Environmental Change Reports, and Discharge Reports. 3. The Vendor must submit Capacity Management reports as directed by DAABHS. 4. The Vendor must submit an Annual Program Report by June 15th of the preceding contract year. DAABHS will send out the mandatory format to providers no later than April 30th of each year. 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>The Contractor must document eligibility status in client files one hundred percent (100%) of the time.</p> <p>The Contractor must ensure and maintain a fully functioning Electronic Health Records System. Clients must be able to access treatment providers by phone twenty-four (24) hours a day, seven (7) days a week.</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</p>

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<p>5. The Vendor must submit an annual independent financial and compliance audit that conforms to the "Guidelines for Financial and Compliance Audits of Programs Funded by the Arkansas Department of Human Services." The copies of all audit reports conducted under these guidelines must be submitted to the Department of Human Services as follows:</p> <ul style="list-style-type: none"> a. If a Government Auditing Standards Audit is performed, the Audit Report must be submitted within one-hundred twenty (120) calendar days following the fiscal year end of a Provider. b. If a Uniform Guidance Audit is performed, the Audit Report must be submitted within nine (9) months following the fiscal year end of a Provider. <p>Submission is to be made directly to the following: Director of Audits Office of Payment Integrity and Audit (OPIA)- Audit Section Department of Human Services P.O. Box 1437, Slot 270 Little Rock, Arkansas 72203-1437</p> <p>Or email a copy to: ContactDHSAudit@arkansas.gov (preferred). An additional copy of the audit must be submitted electronically by e-mail as a Word Document, attachment to DAABHS designated staff member.</p> <p>6. The Vendor must ensure compliance with the DAABHS Incident Reporting Policy, including time frames for submission.</p>	<p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>7. The Vendor must ensure compliance with any other reporting information requested by DAABHS within the timeframe established for that reporting purpose.</p> <p>8. The Vendor shall participate in trainings and meetings as required by DAABHS.</p>		
<p>F. Staffing</p> <p>1. The Vendor must ensure all services (client-related or non-client related) are provided by appropriate qualified or credentialed persons.</p> <p>2. Staff providing treatment-related services must have current licenses or certifications with supporting documentation located in their personnel file.</p> <p>3. Vendor shall maintain the following qualified staff at the facility:</p> <ul style="list-style-type: none"> • Psychiatrist • Psychologist, • SA Counselors • Mental Health Counselors • Case Managers • SA Supervisors • Youth Care Workers • Qualified/Certified Teachers • Experienced Management Team. <p>4. The Vendor must ensure the minimum number of staff providing treatment-related services, or support staff if utilized, have current certification in crisis prevention intervention (CPI), cardiopulmonary resuscitation (CPR), and first aid.</p> <p>5. The Vendor must have at least one (1) person on staff certified in Motivational Interviewing for all treatment programs funded by DAABHS.</p>	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>The Contractor must document eligibility status in client files one hundred percent (100%) of the time.</p> <p>The Contractor must ensure and maintain a fully functioning Electronic Health Records System. Clients must be able to access treatment providers by phone twenty-four (24) hours a day, seven (7) days a week.</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor</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>

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<p>6. Evidence of criminal background checks on all staff with direct contact with clients, or with access to client records, must be in personnel files. Maltreatment background checks must also be completed and in personnel files for any staff with direct contact with children, adolescents, or adults. Criminal background checks are to be completed upon hire, and at least every five (5) years thereafter. Maltreatment background checks must be completed at least every two (2) years.</p> <p>7. There must be evidence of annual performance evaluations on all staff that have been employed for a year, including contracted staff.</p> <p>8. The Vendor must ensure that staff providing services have documented training in the identified evidence-based curriculum. Newly hired staff will have ninety (90) calendar days to complete training in the evidence-based curriculum. Evidence of training must be placed in the personnel file.</p> <p>9. Any staff requiring supervision (e.g. Counselors-in-Training (CITS) based on their certification or licensure must have evidence of on-going supervision.</p> <p>10. All staff, interns, or volunteers must be qualified for their positions or responsibilities based on job-descriptions and must also undergo appropriate background checks relevant to the population served.</p> <p>11. Policies and procedures must be in place regarding the training, continuing education required of staff, as well as the required use of evidence-based programs.</p>	<p>compliance with these deliverables.</p>	

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<p>12. The Vendor and staff shall participate in trainings and meetings as required by DAABHS.</p>		
<p>G. Compliance The Vendor shall:</p> <ol style="list-style-type: none"> 1. Determine financial eligibility and conduct the clinical screening/assessment and recommend the appropriate program and level of service for all clients. 2. Maintain national accreditation to provide substance abuse residential treatment programs. Acceptable national accreditation includes JCHAO, CARF, and COA. Programs must report any adverse actions taken by accrediting boards to DBHS within seventy-two (72) hours of receipt of finds. A copy of the adverse action and corrective actions plans shall be sent to the DAABHS Treatment Coordinator or designee once approved by the accrediting board. The Vendor must send DAABHS copies of all correspondence related to national accreditation within five (5) business days of being sent or received. This shall include national accreditation reporting requirements, including without limitation: Annual Conformation to Quality Reports, Maintenance of Accreditation, or Intra-Cycle Monitoring Profiles (if applicable based on accreditation type). Upon completion of any survey by a national accrediting body, the Vendor must forward final reports to DAABHS immediately upon receipt. 3. Maintain compliance with all regulatory agencies applicable to these services and the most current versions of the <i>Division of Aging Adult and Behavioral Health Services (DAABHS) Alcohol and Drug Abuse Rules of Practice &</i> 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</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>

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<p><i>Procedure and the DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs.</i></p> <ol style="list-style-type: none"> 4. Maintain enrollment as a service provider in the Arkansas Medicaid Program throughout the contracted term. 5. Inform DAABHS and the Division of Provider Services and Quality Assurance (DPSQA) staff prior to any changes in management staff, contact information, site moves, additional sites, or changes in ownership within five (5) business days. New sites must be inspected and licensed before services are provided. 		
<p>H. Technology Requirements</p> <ol style="list-style-type: none"> 1. The Vendor must maintain a fully functioning electronic health records (EHR) system. 2. The Vendor must ensure that all required clinical documentation, consents, notifications, receipts, etc., are available upon request. 3. Technology must ensure adequate security, confidentiality, back-up, and disaster recovery preparedness. Any data storage or transmission shall be secure and comply with all state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA). 4. The Vendor must maintain a twenty-four (24) hour emergency phone number, operable seven (7) days a week for each individual catchment area to assist with emergency situations and access to services. The phone number must be provided to clients, visible at entries, and provided on answering machines. Policies and procedures must be in place outlining the training and management of this process. 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</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 withholding payment on future invoices until Vendor is in full compliance, maintaining</p>

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		a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
<p>I. Billing</p> <ol style="list-style-type: none"> 1. Vendor shall bill other available payors (e.g., Medicare, Medicaid, insurance provider) first instead of billing the State for services rendered on a fee-for-service basis. 2. Additionally, Vendor shall demonstrate ongoing staff development and recruitment processes to ensure good stewardship of state and federal funds. 	<p>The Vendor must bill available payors instead of billing the State on a fee-for - services basis. The Vendor must comply with this requirement one hundred percent (100%) of the time.</p>	<p>In each instance that the State finds that it was billed on a fee-for-service basis for the rendering of services that would have been billable to another payor, the State shall assess a damage equal to one hundred fifty percent (150%) of the amount billed to the State that should have been billed to a different payor.</p>
<p>J. 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> <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</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</p>

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<p>he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p>		<p>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>K. Performance Bonding The Contractor shall be required to obtain performance bonds to protect the State's interest as follows:</p> <ol style="list-style-type: none"> 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. 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. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>Damages shall be one percent (1%) per day, calculated using the annual contract amount, for each day Vendor fails to meet the Performance Bonding Requirements specified in Service Criteria.</p> <p>In addition, Vendor's continued failure to meet Service Criteria, may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract termination.</p> <p>Failure to provide is a breach of contract and may result in immediate contract termination.</p>

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<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.):</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 	<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</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

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>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>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>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 Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR)</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		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.