

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. § 19-11-267 et. seq., 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 Contractor must comply for acceptable performance to occur under the contract.

- I. Contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to Contractor or to 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, 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 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 Contractor's performance is acceptable. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include Vendor's input so as to establish standards that are reasonably achievable.
- V. The contract program deliverables and performance indicators to be performed by Contractor are:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Contractor must provide telephone answering services twenty-four (24) hours daily for three hundred and sixty-five (365) days annually for four (4) Arkansas regions. (Refer to <i>Attachment H</i> - State Map)</p> <p>Schedule</p> <ol style="list-style-type: none"> 1. Normal business hours are 8:00 a.m. – 4:00 p.m. Central Time, Monday – Friday <ol style="list-style-type: none"> a. Contractor shall provide services for back-up Hotline overflow (Hotline automatically rolls to answering service when all lines are busy). b. Contractor shall provide via email all reported information, including specific details given by caller in response to questions asked from the basic script, immediately following each call. All reports must be sent to the following email address: aps@dhs.arkansas.gov. 2. After hours are 4:01 p.m. – 7:59 a.m., Monday – Friday. Contractor must determine if a call requires an immediate (without delay) response from an on-call worker. If so, Contractor must contact the on-call worker in the appropriate region and relay information. (Generally, immediate responses are only required to calls from hospitals, long term care facilities, and law enforcement.) 3. Twenty-four (24) operation on holidays and weekends <ol style="list-style-type: none"> a. Contractor shall answer hotline calls on holidays and weekends. b. Contractor must determine if a call requires an immediate (without delay) response from an on-call worker. If so, Contractor must contact the on-call worker in the appropriate region and relay information. (Generally, immediate responses are only required to calls from hospitals, long term care facilities, and law enforcement.) 	<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 Vendor for each thirty (30) day period 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>Three (3) properly verified customer complaints during the course of one (1) contract year shall constitute sufficient grounds for contract termination. Information obtained from the caller as proof of the unprofessionalism by the call center staff will be fully documented in the Vendor Performance Report (VPR) by APS.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including, without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in Vendor's file and contract termination.</p>
<p>Staffing Requirements Operators must be able to fluently communicate in the English language.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and</p>	<p>1st Incident: A CAP acceptable to DHS shall be due to DHS within ten (10) business days of the</p>

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<p>All operators must have access to a work environment suitable for taking calls, including at a minimum, a telephone and an internet-ready computer in order to capture the required information from callers in real time.</p> <p>Contractor must maintain at least three (3) operators on duty at all times.</p>	<p>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 Vendor for each thirty (30) day period 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>Three (3) properly verified customer complaints during the course of one (1) contract year shall constitute sufficient grounds for contract termination. Information obtained from the caller as proof of the unprofessionalism by the call center staff will be fully documented in the VPR by APS.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including, without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in Vendor's file and contract termination.</p>
<p>Answering Service Requirements Contractor must be fully staffed with live operators.</p> <p>Contractor shall ensure good customer service; for example, maintain a friendly, pleasant, and helpful demeanor throughout contact with callers.</p> <p>Calls shall be answered within three (3) rings; and in no more than five (5) rings.</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>The following method will be used to determine low error</p>	<p>1st Incident: A 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 Vendor for each thirty</p>

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<p>Contractor shall have software that tracks the number of rings and will provide a report with call information to DHS on a monthly basis.</p> <p>Contractor shall have a telephonic interpretation service available for callers who speak a foreign language.</p> <p>Contractor shall have a way to communicate with deaf or hard of hearing callers.</p> <p>Contractor shall have electronic records of call activity that record call duration, action taken by answering service operators, and the time of this action.</p> <p>Contractor must be capable of handling high volume call periods with a low error rate.</p> <p>Each month five –to- ten percent (5-10%) of calls will be sampled for quality control. A low error rate is defined as less than five percent (5%) of the sample being deemed as failed calls.</p> <p>Equipment shall be up to date and programmable to indicate on-duty staff members.</p> <p>Contractor will not “outsource” receipt of calls.</p> <p>Average call length is ten (10) minutes and every effort shall be made to keep call length at ten (10) minutes or less.</p> <p>Contractor shall use the APS-approved script to collect and record required call information (see Section 2.5 of IFB pg. 13-14).</p> <p>Contractor must generate reports from calls with all required information and, all specific details given by caller in response to questions asked from the Basic Script (see Section 2.5 of IFB pg. 13-14).</p> <p>The on-call worker shall be contacted by text and email. The on-call worker will respond within fifteen (15) minutes. If no response is received, Contractor’s operator</p>	<p>rate:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Each month five to ten percent (5-10%) of calls will be sampled for quality control. A low error rate is defined as less than five percent (5%) of the sample being deemed as failed calls. <input type="checkbox"/> DHS will focus on these factors: <ul style="list-style-type: none"> a) Appropriate greeting/use of scripts. b) Upholding the culture and values of DHS. c) Accurately capturing data from the Basic Script (see pg.13 and 14 of the IFB). d) Grammar and spelling in written communication. <p>Each factor will be scored for each sampled call on a scale of one to five (1-5). A score of less than sixteen (16) will result in a “fail” and a score of sixteen (16) or greater will result in a “pass.”</p>	<p>(30) day period 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>Three (3) properly verified customer complaints during the course of one (1) contract year shall constitute sufficient grounds for contract termination. Information obtained from the caller as proof of the unprofessionalism by the call center staff will be fully documented in the VPR by APS.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in Vendor’s file and contract termination.</p>

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<p>must contact the on-call worker by phone. If there is no response to the call, Contractor's operator will call the on-call DHS supervisor.</p> <p>Contractor must generate a structured report with information including all specific details given by the caller in response to questions asked from the Basic Script for all calls received during and after normal business hours.</p> <p>Contractor must email a report to (natasha.lucas@dhs.arkansas.gov) at the APS central office by 8:30 a.m. the following workday.</p>		
<p>Customer Service Operators must be professional and courteous at all times. Operators must be capable of answering high call volumes with a low error rate. Complaints received against Contractor will be investigated by the DHS.</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 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 Vendor for each thirty (30) day period 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>Three (3) properly verified customer complaints during the course of one (1) contract year shall constitute sufficient grounds for contract termination. Information obtained from the caller as proof of the unprofessionalism by the call center staff will be fully documented in the VPR by APS.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including, without</p>

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		<p>limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in Vendor's file, and contract termination.</p>
<p>Reporting Contractor shall maintain electronic records of invoiced call activity that records the length of calls , action taken by answering service operators, and the time of this action. This data shall be reported to DHS on a monthly basis.</p> <p>Contractor must have the capability to generate call reports with required information and all specific details given by the caller in response to questions asked from the Basic Script.</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 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 Vendor for each thirty (30) day period 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>Three (3) properly verified customer complaints during the course of one (1) contract year shall constitute sufficient grounds for contract termination. Information obtained from the caller as proof of the unprofessionalism by the call center staff will be fully documented in the VPR by APS.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including, without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in Vendor's file, and contract</p>

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<p>Criminal Background Check Vendor must perform criminal background checks on all proposed employees. Pursuant to those background checks, no employee shall be staffed on this project if they have committed an offense that would preclude State employment in a “designated position” if applicable to the underlying contracted services, under Ark. Code Ann. § 21-15-102 or otherwise as a “designated financial or information technology position” pursuant to Ark. Code Ann. § 21-15-111.</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>termination.</p> <p>1st Incident: A 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 Vendor for each thirty (30) day period 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>Three (3) properly verified caller complaints during the course of one (1) contract year shall constitute sufficient grounds for contract termination. Information obtained from the caller as proof of the unprofessionalism by the call center staff will be fully documented in the VPR by APS.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including, without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in Vendor’s file, and contract termination.</p>
<p>Payment and Invoicing A. All invoices shall be emailed to Linda.Howard@dhs.arkansas.gov or mailed to the following address: <i>DHS/ADULT, AGING, BEHAVIORAL</i></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 CAP acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p>

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<p><i>HEALTH SERVICES</i> <i>P.O. BOX 1437 Slot W240</i> <i>LITTLE ROCK, AR 72203</i></p> <p>B. All submitted invoices must include a separate monthly billing statement listing each invoiced call. The invoices are subject to DHS invoice requirements. Invoices must be accurate and match the monthly billing statement. All billing statements must contain the following: time (either AM or PM) for each incoming call, date of each incoming call, day of each call, and the length of each call (i.e. minute or hour). Inaccurate invoices will be returned to Contractor without payment. Payment will normally be made thirty to forty-five (30-45) days after receipt..</p> <p>C. Contractor must maintain accurate records for all invoiced calls.</p> <ol style="list-style-type: none"> 1. Billing must be on a twelve (12) month cycle. 2. Billing must be for a per-minute rate to include all charges. 3. Billing must not contain charges for hang-ups; if the caller hang-up halfway through the script questions, the Contractor must only bill for the time spent on the call- 4. Billing must be for incoming calls only. (No additional charges for outgoing calls or faxing.) 5. Billing shall not include "general administrative charges/fees". 6. Billing must not contain any "hidden" charges or fees not identified in the supplied quote. 7. Contractor must mail or email a monthly billing statement listing each invoiced call. The statement must include the following: <ol style="list-style-type: none"> a. Time (must show either AM or PM status) of incoming call. b. Date of incoming call. c. Day of the week. d. Length (minutes) of call. 	<p>contract term as determined by DHS.</p>	<p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Vendor for each thirty (30) day period 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>Three (3) properly verified caller complaints during the course of one (1) contract year shall constitute sufficient grounds for contract termination. Information obtained from the caller as proof of the unprofessionalism by the call center staff will be fully documented in the VPR by APS.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including, without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in Vendor's file, and contract termination.</p>
<p>Mandated Reporting Pursuant to Ark. Code Ann. §§ 12-18-402 (b)(10) and 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable</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

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<p>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. or e. An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment. <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. 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 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>performance throughout the contract term as determined by DHS.</p>	<p>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> <ol style="list-style-type: none"> 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 CAP, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in Vendor's file, and contract termination.</p>
<p>Conflict of Interest Mitigation During the term of this contract, Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. Vendor shall disclose all actual, apparent, or potential conflicts of interest to DHS within five (5) days of having knowledge of them. Vendor shall develop a mitigation plan as requested by DHS which</p>	<p>Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>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. Vendor shall be fined ten thousand dollars (\$10,000) for the</p>

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<p>must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>		<p>first failure to comply with the mitigation plan developed by 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>Transition Planning Ninety (90) days prior to the contract end date, 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>Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If Vendor fails to meet the acceptable performance standard, DHS may issue a below standard VPR to be maintained in Vendor's file.</p> <p>Final payment may be withheld from Vendor until all elements of the transition are satisfied as determined by DHS.</p>
<p>Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.):</p> <ol style="list-style-type: none"> Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. 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. For all FOIA requests received, Contractor shall also notify DHS of the request by email at DHS.FOIA@arkansas.gov.</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"> For each failure to meet performance standard, DHS may impose: <ol style="list-style-type: none"> 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 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

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		<p>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 CAP, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in Vendor's 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, Vendor will have the opportunity to defend, respond to, or cure the insufficiency to the satisfaction of the State. The State **may** waive damages if it determines there were extenuating factors beyond Vendor's control that hindered the performance of services if 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 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.