

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>A. GENERAL COMPLIANCE The Vendor must maintain compliance with all regulatory agencies applicable to these services.</p> <ol style="list-style-type: none"> 1. The Vendor must maintain compliance with the most current versions of the <i>Division of Aging Adult and Behavioral Health Services (DAABHS) Alcohol and Drug Abuse Rules of Practice and Procedure</i>, the <i>DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs</i>, and current Regional Alcohol and Drug Detoxification Manual 2. The Vendor must be nationally accredited by the Joint Commission (TJC), Commission on Accreditation of Rehabilitation Facilities (CARF), or Council on Accreditation. Accreditation (COA) must include all appropriate substance abuse treatment service areas provided by the Vendor and include all sites providing substance abuse treatment services. 3. The Vendor must ensure DAABHS and the Division of Provider Services and Quality Assurance (DPSQA) staff are informed 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 by DAABHS before services are provided. 4. The Vendor must provide DAABHS with evidence of its current national accreditation status. The Vendor must send DAABHS copies of all correspondence related to national accreditation within five (5) business days of being sent or received. Upon completion of any survey by a national accrediting body, the Vendor must forward final reports to DAABHS immediately upon receipt. 	<p>Throughout the course of the contract, the Vendor must remain in full compliance with the service criteria one hundred percent (100%) of the time, as determined by DAABHS.</p>	<p>1st incident: An acceptable Corrective Action Plan will be due to DAABHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' reimbursement to the Vendor for each thirty (30) day period the Vendor is not in compliance with this program deliverable. The ten percent (10%) penalty will be calculated from the total billing for the identified month in which the deficiency took place.</p> <p>3rd incident: DAABHS reserves the right to impose a penalty of up to thirty percent (30%) for each thirty (30) day period the Vendor is not in full compliance with all requirement of any regulatory agency. This penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the penalty imposed, DAABHS may elect to terminate the contract.</p>

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<p>5.The Vendor must forward copies of any correspondence (e.g. letter, facsimile, email, or other) regarding ongoing communication to and from the accrediting organization to DAABHS within five (5) business days of the date the correspondence was sent or received. This shall include national accreditation reporting requirements, including without limitation: Annual Conformance to Quality Reports, Maintenance of Accreditation, or Intra-Cycle Monitoring Profiles (if applicable based on accreditation type).</p> <p>6.The Vendor must report any adverse actions taken by national accrediting bodies, changes in accreditation status, or adverse actions taken by any other agency deemed to have regulatory oversight to DAABHS within seventy-two (72) hours of receipt of findings. A copy of Vendor’s corrective action plans and/or evidence of Vendor’s corrective actions must be sent to DPSQA within five (5) business days of approval by the accrediting body or any other regulatory agency.</p> <p>7. The Vendor must maintain enrollment as a service provider in the Arkansas Medicaid Program at all times throughout the contracted term.</p>		
<p>B. PROVISION OF MEDICAL DETOXIFICATION SERVICES The Vendor shall provide Medical Detoxification services including without limitation medical supervision and management of withdrawal from a substance or substances.</p> <p>1. The Vendor shall maintain a facility within the state of Arkansas with up to twenty-two (22) beds allocated for medical detoxification services.</p> <p>2. Medical Detoxification shall be for no more than three (3) calendar days. In the event that the Medical Director/Licensed Physician</p>	<p>1. The Vendor must provide medical detoxification treatment services twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year at all times throughout the contract term</p> <p>2. Qualified staff must be available to provide necessary care twenty-four (24) hours per day, seven (7) days per week, three hundred</p>	<p>1st incident: An acceptable Corrective Action Plan will be due to DAABHS within ten (10) business days of the request. Licensure staff will be notified of any health and safety concerns.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months’ reimbursement to the provider for each thirty (30) day period the Vendor is not in compliance with this program deliverable. The ten percent (10%) penalty</p>

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<p>determines that three (3) days is not sufficient to provide comprehensive detoxification, the program must obtain written authorization from appropriate DAABHS staff to extend services.</p> <p>3. Vendor shall only bill for days in which the client is present in the facility for a minimum of twelve (12) hours.</p> <p>4. Vendor must accept clients for Medical detoxification services from all counties within the state of Arkansas.</p> <p>5. The Vendor must maintain compliance with the most current version of the <i>DAABHS Regional Alcohol and Drug Detoxification</i> manual.</p> <p>6. All services must be delivered by a qualified state-licensed Medical Doctor (MD), Registered Nurse (RN), or Licensed Practical Nurse (LPN), Advanced Practice Registered Nurse (APRN), or a Regional Detoxification Specialist (as defined in the most current version of the DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Program).</p> <p>7. The Vendor shall provide medical detoxification in an appropriate and safe facility as specified in licensure standards Vendor must notify DAABHS within twenty-four (24) hours of any issues with facility utilities that may impact the care of individuals under this contract.</p>	<p>sixty-five (365) days per year.</p> <p>3. Vendor must self-report environmentally hazardous or safety-related situations to DAABHS and other regulatory agencies within twenty-four (24) hours one hundred percent (100%) of the time throughout the contract term.</p> <p>4. Throughout the course of the contract, the Vendor must remain in full compliance with the service criteria and standards for acceptable performance one hundred percent (100%) of the time, as determined by DAABHS.</p> <p>5. The Vendor must ensure all environments serving clients remain in full compliance with the <i>DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs</i> and the RADD manual, or as required by any other regulatory agency, and/or Arkansas State Law one hundred percent (100%) of the time.</p>	<p>will be calculated from the total billing for the identified month in which the deficiency took place.</p> <p>Probationary license status will be considered. DAABHS staff may complete additional announced or unannounced compliance visit(s). DAABHS will report hazardous or unsafe situations to other regulatory agencies when deemed necessary and/or appropriate.</p> <p>3rd incident: DAABHS reserves the right to impose a penalty of up to thirty percent (30%) for each thirty (30) day period the Vendor is not in full compliance with all requirement of any regulatory agency. This penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the penalty imposed, DAABHS may elect to terminate the contract and/or revoke the license of the Vendor to provide substance abuse treatment services.</p>
<p>C. MEDICAL DETOXIFICATION PERSONNEL The Vendor shall employ qualified personnel to manage the Medical Detoxification Unit.</p> <p>1. The Vendor shall employ a licensed physician who will supervise and guide all services.</p>	<p>1. The Vendor must employ and retain the number and type of staff required to effectively operate all medical detoxification services specified one hundred percent (100%) of the time throughout the</p>	<p>1st incident: An acceptable Corrective Action Plan will be due to DAABHS within ten (10) business days of the request. Additionally, all services provided by the non-qualified staff may be disallowed and subtracted from the following months'</p>

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<p>2. The licensed physician or designee with prescribing privileges shall be available twenty-four (24) hours a day, seven (7) days per week, in order to address medical emergencies or life-threatening events. The physician must be available a minimum of four (4) hours per week to perform consultation services.</p> <p>3. Personnel shall hold licenses and certifications as specified in DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs.</p> <p>4. The Vendor must ensure Evidence-based Practices are utilized. The materials used must be relevant to the population served and the modality of treatment.</p> <p>5. Detoxification services must be delivered by a qualified Regional Detoxification Specialist (RDS) as defined in the most current version of the <i>DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs</i>. Services may also be delivered by a state-licensed Medical Doctor (MD), Advanced Practice Registered Nurse (APRN), Physician Assistant (PA), Registered Nurse (RN) Licensed Practical Nurse (LPN), or a Regional Detoxification Specialist (RDS).</p> <p>6. All staff assigned to monitor detoxification clients must know the signs and symptoms of withdrawal, the implication of those signs and symptoms, and emergency procedures, as defined in the most current version of the <i>DAABHS Regional Alcohol and Drug Detoxification</i> manual. Qualified Regional Detoxification Specialists must be current in their Non-violent Crisis Prevention Intervention (CPI), Cardio-Pulmonary Resuscitation (CPR) with hands on check off, first</p>	<p>contract term and as determined by DAABHS.</p> <p>2. All staff delivering treatment services must be appropriately licensed and/or certified as per the most current version of the <i>DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs</i>, as required by any other regulatory agency, and/or Arkansas State Law one hundred percent (100%) of the time throughout the contract term.</p> <p>3. The Vendor must ensure services provided to clients are evidence-based one hundred percent (100%) of the time throughout the contract term.</p> <p>4. Vendor shall ensure that all treatment staff have completed documented training in the DAABHS-selected evidenced-based curriculum within established guidelines, as determined by DAABHS one hundred percent (100%) of the time throughout the contract term.</p> <p>5. Throughout the course of the contract, the Vendor must remain in full compliance with all service criteria and acceptable performance standards one hundred percent (100%) of the time, as determined by DAABHS.</p>	<p>reimbursement to the provider.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' reimbursement to the provider. The ten percent (10%) penalty will be calculated from the total billing for the identified month in which the deficiency took place. DAABHS may contact the appropriate licensure/certification Board and make a report on the applicable staff for practicing without appropriate credentials.</p> <p>3rd incident: DAABHS reserves the right to impose a penalty of up to thirty percent (30%) for each thirty (30) day period the Vendor is not in full compliance with all requirement of any regulatory agency. This penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the penalty imposed, DAABHS may elect to terminate the contract.</p>

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<p>aid, and Regional Alcohol and Drug Detoxification (RADD) training.</p> <p>7. Documentation of the completion of RADD training and RDS requirements must be maintained in personnel records.</p> <p>8. In the event of staff turn-over, Facility Director, Physician, Substance Abuse Counselor and Regional Detox Specialist must be replaced within ten (10) business days.</p> <p>9. The Vendor must maintain a current staff list which includes licensure, certification, and training for each staff member and provide it to DAABHS upon request.</p>		
<p>D. EVALUATION AND ASSESSMENT FOR MEDICAL DETOXIFICATION</p> <p>The Vendor shall perform services based upon medical necessity and must comply with all requirements stated within the <i>DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs</i> and the <i>DAABHS Regional Alcohol and Drug Detoxification (RADD) manual</i>, including all required forms and assessment for the Medical Detoxification Program.</p> <p>1. The Vendor shall complete an evaluation and required assessments on each client to determine if there is a medical necessity for medical detoxification services.</p> <p>2. The Vendor shall use qualified personnel to administer a comprehensive assessment to eligible clients. Qualified personnel shall include the following: Medical Doctor, Physician Assistant (PA), Registered Nurse, Licensed Practical Nurse, Advanced Practice Registered Nurse (APRN) or a Regional Detoxification Specialist (as defined in the most current version of the <i>DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Program</i>).</p>	<p>Throughout the course of the contract, the Vendor must perform all assessment and evaluation functions in full compliance with all service criteria and acceptable performance standards one hundred percent (100%) of the time, as determined by DAABHS.</p>	<p>1st incident: An acceptable Corrective Action Plan will be due to DAABHS within ten (10) business days of the request. Additionally, services may be disallowed if medical necessity is not present and/or if documentation is not in the client record and disallowed services will be subtracted from the next months' billing.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' reimbursement to the provider. The ten percent (10%) penalty will be calculated from the total billing for the identified month in which the deficiency took place. DAABHS may contact the appropriate licensure/certification Board and make a report on the applicable staff for practicing without appropriate credentials.</p> <p>3rd incident: DAABHS</p>

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<p>3. The Vendor must maintain a copy of the assessment in the client's file.</p> <p>4. The Vendor shall only place clients in detoxification services when deemed medically necessary.</p> <p>5. The Vendor must utilize evidenced-based practices.</p> <p>6. The Vendor must maintain access to medical services, including emergency medical care, on a twenty-four (24) hour basis, seven (7) days per week.</p>		<p>reserves the right to impose a penalty of up to thirty percent (30%) for each thirty (30) day period the Vendor is not in full compliance with all requirement of any regulatory agency. This penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the penalty imposed, DAABHS may elect to terminate the contract.</p>
<p>E. MEDICAL DETOXIFICATION CLIENT INFORMATION SUBMISSION The Vendor must submit all Medical Detoxification client information through the DAABHS Alcohol and Drug Management Information System (ADMIS) or other DAABHS-identified reporting system.</p> <p>1. The Vendor shall submit all new client information into the ADMIS or other DAABHS-identified reporting system no later than the last day of each month.</p> <p>2. At the request of DAABHS, the Vendor shall adhere to any and all special reporting requirements with regard to the ADMIS or other DAABHS-identified reporting system.</p>	<p>The Vendor must submit accurate and timely reports as specified in the service criteria one hundred percent (100%) of the time throughout the contract term, as determined by DAABHS.</p>	<p>1st incident: No payment will be made to the provider until all required reports are submitted. DAABHS may require mandatory re-training for key staff with regards to the ADMIS system.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' reimbursement to the provider. The ten percent (10%) penalty will be calculated from the total billing for the identified month in which the deficiency took place.</p> <p>3rd incident: DAABHS reserves the right to impose a penalty of up to thirty percent (30%) for each thirty (30) day period the Vendor is not in full compliance with all requirement of any regulatory agency. This penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the penalty imposed, DAABHS may elect to terminate the contract.</p>

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<p>F. MEDICAL DETOXIFICATION CLIENT RECORDS MAINTENANCE The Vendor shall maintain all Medical Detoxification client records in a fully functioning and Health Insurance Portability and Accountability Act (HIPAA)-compliant electronic health records (EHR) system.</p> <ol style="list-style-type: none"> The Vendor must demonstrate their EHR system to DAABHS and DPSQA staff during on-site monitoring. The Vendor must provide DAABHS and DPSQA staff with access to the EHR in order to monitor client records for completeness. 	<ol style="list-style-type: none"> The Vendor must provide and maintain a fully functioning and secure EHR System one hundred percent (100%) of the time throughout the contract term, as determined by DAABHS. Throughout the course of the contract, the Vendor must remain in full compliance with all service criteria one hundred percent (100%) of the time, as determined by DAABHS. 	<p>1st incident: An acceptable Corrective Action Plan will be due to DAABHS within ten (10) business days.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' reimbursement to the provider for each thirty (30) day period the Vendor is without a fully functioning EHR System. The ten percent (10%) penalty will be calculated from the total billing for the identified month in which the deficiency took place.</p> <p>3rd incident: DAABHS reserves the right to impose a penalty of up to thirty percent (30%) for each thirty (30) day period the Vendor is not in full compliance with all requirement of any regulatory agency. This penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the penalty imposed, DAABHS may elect to terminate the contract.</p>
<p>G. PAYMENT AND INVOICE PROVISIONS</p> <ol style="list-style-type: none"> Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency. The State shall not be invoiced in advance of delivery and acceptance of any goods or services. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the 	<p>The Vendor must submit accurate and timely invoices in compliance with all service criteria one hundred percent (100%) of the time throughout the contract term, as determined by DAABHS.</p>	<p>1st Incident: A three percent (3%) penalty shall be deducted from the previous month's invoice for non-compliance.</p> <p>2nd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>3rd Incident: A pattern of further non-compliance may result in contract cancellation.</p>

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<p>goods or services purchased as a whole.</p> <p>4. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.</p> <p>5. Other sections of this Bid Solicitation may contain additional Requirements for invoicing.</p> <p>Selected Contractor must be registered to receive payment and future <i>Bid Solicitation</i> notifications. Contractors may register on-line at https://www.ark.org/contractor/index.html</p>		
<p>H. 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</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</p>

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<p>when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any 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>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>I. 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 	<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>during the term of the contract. The performance bond documentation must be provided to the State with each required notice.</p>		
<p>J. 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>K. TRANSITION PLANNING Ninety (90) calendar 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) calendar days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) calendar days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) calendar days following the contract end date. All data must be provided to DHS in a DHS-approved format.</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.</p> <p>Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.</p>
<p>L. ARKANSAS FREEDOM OF INFORMATION ACT (Ark. Code Ann. §25-19-101 et seq.): 1. Contractor shall cooperate with DHS requests for information and documents</p>	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p>	<p>1. For each failure to meet performance standard, DHS may impose: a. A ten percent</p>

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<p>that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request.</p> <p>2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</p> <p>3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A).</p> <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements.</p>	<p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<p>(10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or</p> <p>b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS.</p> <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above, Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and accurately provide the requested information and documents.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR)</p>

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		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.