

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING**

CONTINUOUS QUALITY IMPROVEMENT

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. 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 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>Education and Experience</p> <p>1. Reviewers must have a bachelor's or master's degree in social work, human services, public administration, counseling, or a closely related field; or a juris doctor degree with experience working for a state Court Improvement Program or juvenile or family court dealing with child welfare cases. Experience may be substituted for education at the discretion of DHS. DHS reserves the right to review the selection of reviewers and may request changes. DHS approval of reviewers is required prior to services being rendered. DHS, at its sole discretion, may deny reviewers due to conflict of interest.</p> <p>2. Each reviewer must complete Online Monitoring System (OMS) training as it becomes available on the CFSR portal.</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>All products must satisfy federal requirements for timeliness and quality.</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>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 Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Quality Services Peer Reviews</p> <p>1. The Contractor shall conduct onsite annual Quality Services Peer Reviews (QSPR) for each DCFS Service Area (refer to Attachment H – DCFS Service Area Map). The review schedule shall be developed in collaboration with DHS with a preference of the review cycle running on the SFY.</p> <p>2. The Contractor shall review a minimum of seventeen (17) cases annually in every Service Area, unless the reviews are part of a federally sponsored review, and the federal government specifies that fewer reviews be conducted and/or that reviews not be conducted in some</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent</p>

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<p>Areas. Federally sponsored reviews include CFSRs and QSPRs conducted to continuously monitor the DCFS Program Improvement Plan performance measures.</p> <p>3. The Contractor shall use the Child and Family Services Round 4 Onsite Review Instrument (OSRI) (<i>Refer to Attachment I</i>) when conducting the QSPRs and enter ratings into the web based CFSR Online Monitoring System (OMS).</p> <p>4. The Contractor shall collaborate with the Children's Bureau when receiving and responding to secondary oversight reviews, as applicable with the designated timeframes established in collaboration with DHS and the Children's Bureau.</p> <p>5. The Contractor must coordinate and schedule QSPR's with DHS. The Contractor shall engage designated DCFS staff in the reviews to include holding entrance presentations and exit briefings with county level staff at the conclusion of each onsite week as well as a formal presentation of results when the final report for each area is completed.</p> <p>6. The Contractor must also conduct eight (8) electronic-only case record reviews of randomly selected cases from counties in areas that are not designated Child and Family Services Review counties.</p> <p>7. The Contractor shall collaborate with DCFS to develop a DCFS Staff Peer Reviewer Program. This will include training identified DCFS staff in the ACF onsite review instrument and coordinating to ensure peer reviewers assist in each area's full QSPR review. These trainings will generally be provided during months in which onsite reviews are not conducted.</p> <p>8. Reporting</p> <p>a. There will be a total of eleven (11) reports produced each year including one (1) for each area and an overall statewide QSPR that summarizes the</p>		<p>(5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 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 Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

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<p>statewide finding/averages all scores from the areas.</p> <p>b. The Contractor must produce a report highlighting the major strengths and areas needing improvement found in <u>each service area</u> within thirty (30) business days of the completion of each onsite week of the QSPR.</p> <p>c. The Contractor must produce an annual report that includes the results of each Service Area QSPR, summarizes the statewide findings from the QSPRs, and compares the results from the Service Areas with one another. This report must be submitted within sixty (60) business days of the completion of the last onsite review week in the annual review cycle.</p>		
<p>Federal Child and Family Services Review</p> <p>1. The Contractor must assist in coordinating DCFS activities for the federal Child and Family Services Review (CFSR).</p> <p>2. The Contractor must, if DCFS is approved to conduct its own review, conduct the federal review in conformity with federal guidelines, engaging designated DCFS staff and stakeholders in the reviews.</p> <p>3. The Contractor must, if DCFS is not approved to conduct its own review:</p> <ul style="list-style-type: none"> a. support the data collection and analysis activities for the statewide assessment in a timely manner; b. ensure that all case records and other documents required for the review are made available to the federal reviewers in a timely manner; c. to the extent requested by the federal government, provide staff to participate in the review; and d. participate in the development of DCFS Program Improvement Plan (PIP). <p>4. The Contractor must monitor DCFS progress on the PIP performance measures.</p> <p>5. The Contractor must draft, for DCFS</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>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</p>

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<p>approval, the quarterly progress report due to the federal government regarding the progress on the PIP performance measures. The quarterly report must include the current standing on all elements within the OSRI tool (Attachment I – Onsite Review Instrument). The Contractor must provide the quarterly report after the final PIP is approved.</p>		<p>standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Communication</p> <ol style="list-style-type: none"> 1. The Contractor shall engage designated DCFS staff in the reviews. 2. The Contractor must meet with Area Directors, supervisors, and caseworkers in each Service Area at least once annually to discuss strengths and areas needing improvement in casework practice in that Area as based on the final report for each area. 3. The Contractor shall participate in meetings and serve on workgroups as requested by DCFS and the Children's Bureau. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>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 Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Continuous Quality Improvement for Intensive In-Home Services</p> <ol style="list-style-type: none"> 1. The Contractor shall provide CQI reviews of the FCT Program delivered by FCT and Intercept providers who contract with DCFS for Intensive In- 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p>

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<p>Home Services as outlined in the Division's five (5) Year IV-E Prevention Plan. This will ensure FCT and Intercept contracted providers are adhering to the model of the evidence-based program and positive outcomes are being achieved for families who are served. These FCT and Intercept CQI reviews include:</p> <ol style="list-style-type: none"> Twenty-five (25) cases that had FCT services reviewed semiannually, for a total of fifty (50) cases reviewed annually. The semi-annual sample of twenty-five (25) cases must be stratified, selecting cases in proportion to those who began FCT within the last four to eight (4-8) months prior to the start of the review month. Interviews with at least one parent or caregiver from each case and the case manager from the FCT provider who is or was assigned to the case. Survey administered to all families as they exit the FCT Program, regardless of whether they completed it successfully or not. The survey must include an online address and a printed copy with a postage paid return address envelope. Families may complete the survey online or mail the completed printed survey. Twenty-five (25) cases that had Intercept services reviewed semi-annually, for a total of fifty (50) cases reviewed annually. The semi-annual sample of twenty-five (25) cases must be stratified, selecting cases in proportion to those who began intercept within the last four to eight (4-8) months prior to the start of the review month. Interviews with at least one parent or caregiver from each case and the case manager from the intercept provider who is or was assigned to the case. Survey administered to all families as they exit the Intercept Program, regardless of whether they completed it successfully or not. The survey must include an online address which families can access to respond. Alternatively, families must be given 	<p>acceptable performance throughout the contract term as determined by DHS.</p>	<p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) 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>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 Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

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<p>an opportunity to return the completed survey in a postage paid return address envelope.</p> <p>2. The Contractor shall provide DCFS with a draft report within one (1) month of completing the FCT and Intercept CQI reviews. The draft report must provide answers to each of the research questions, drawing comparisons over time, including across FCT and Intercept providers and Service Areas. Each report must also include a summary of the program's strengths, areas of improvement and recommendations for change. This report must be finalized within two (2) weeks of receiving initial feedback and questions from DCFS.</p>		
<p>Data Collection and Analysis</p> <p>1. The Contractor shall develop and host a secure online instrument for data collection from the quantitative analysis of the Family Centered Treatment and Intercept CQI reviews. Qualitative fields will be analyzed to further the findings, where appropriate. Analysts shall use a combination of Standard Query Language (SQL) and statistical computing tool (R) to measure frequencies and test for statistical significance. Comparisons shall be drawn across providers and, where sufficient cases are sampled, across counties or at least across Service Areas. Quantitative data analysis must also be used to inform the results of the surveys. Dependent on the rate of response, additional analysis shall be done to identify the extent to which a family's characteristics have an influence on their satisfaction with the program.</p> <p>2. The Contractor shall provide qualitative analysis of the Family Centered Treatment and Intercept CQI interviews conducted with families and the FCT and Intercept providers. Qualitative analysis will also be conducted of the open-ended questions included within the survey to clients. At the end of each semi-annual review, the CQI team shall meet as a group to discuss any emerging trends – both in terms of successes and challenges for participating families as</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>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 Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

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<p>well as providers. This information gathered and assimilated qualitatively, must be used to inform the results of the CQI reviews and provide input into promising practices and shaping recommendations for improvement.</p>		
<p>Employee Background Requirements</p> <p>Pursuant to Arkansas Code Annotated (A.C.A.) § 19-11-273, Contractor shall comply with (A.C.A.) §21-15-101 et seq, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 et seq, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility or home. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>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 Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Payment and Invoicing</p> <p>A. Invoices for monthly billing must be developed online through the CHRIS Financial Module at https://dhs.arkansas.gov/dcfs/pie/login.aspx.</p> <p>B. Invoices along with certification of compliance should be submitted by the 10th calendar day of the month. If the 10th</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the</p>

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<p>falls on a weekend, billing is due no later than the following Monday.</p> <p>C. Billed expenditures must stay within the monthly budget unless prior written approval for a budget amendment is granted by DHS.</p>		<p>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>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 Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Mandated Reporting Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect that:</p> <ol style="list-style-type: none"> A child has been subjected to child maltreatment; A child died as a result of child maltreatment; A child died suddenly and unexpectedly; or 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"> An endangered person or an impaired 	<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

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<p>person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment.</p> <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any 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>penalties/damages differently per occurrence.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Conflict of Interest Mitigation</p> <p>During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>The Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p>Transition Planning</p> <p>Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR)</p>

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<p>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>contract.</p>	<p>maintained in the vendor file.</p> <p>Final payment may be withheld from the 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"> 1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request. 2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. 3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A). <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements.</p>	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<ol style="list-style-type: none"> 1. For each failure to meet performance standard, DHS may impose: <ol style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above, Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's</p>

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		<p>failure to timely and accurately provide the requested information and documents.</p> <p>2. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services of it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

ⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

ⁱⁱ The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.