

**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. 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:

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<p><b>Business Staffing Continuity Plan</b> Contractor shall provide a business staffing continuity plan including timeline to be fully staffed within (60) days of Contract start date.</p> <p>The plan should include but is not limited to policies and plans for maintaining continuity of personnel assignments throughout the performance of any contract resulting from this RFP, organization charts, contingency plan to avoid and minimize the risk and impact of staffing interruptions and planned backup resources for key personnel. At minimum, the business staffing continuity plan must be updated annually or upon DHS request.</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>Contractor shall submit the business staffing continuity plan for DHS approval within thirty (30) calendar days of Contract start date.</p> <p>If the Contractor has less than 100% of the contracted number of FTE Eligibility Specialists trained and working in production for more than two weeks, the contractor shall submit a CAP to ensure consistent future staffing levels.</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 may 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><b>Eligibility Support Services</b></p> <ol style="list-style-type: none"> <li>1. The Contractor shall complete eligibility tasks in ARIES. The Contractor must work in the appropriate eligibility worker queues and shall process tasks as outlined in this RFP and DHS policies and procedures.</li> <li>2. The Contractor shall recruit and hire eligibility specialists to handle ongoing Medicaid cases within sixty (60) days of the start of the contract and must maintain agreed upon run rate staffing throughout the life of the contract.</li> <li>3. The Contractor must work during the hours of operation – from 8:00 a.m. to 5:00 p.m. CT, Monday through Friday, excluding State of Arkansas holidays. Contractor staff will be remote and located throughout the contiguous U.S. Contractor will make every attempt to fill roles remotely in Arkansas.</li> <li>4. The Contractor shall process eligibility tasks in English and Spanish. DHS and the Contractor will mutually agree if any other languages are necessary. The Worker Portal is in English, but clients may submit documentation written in a foreign language that requires translation services. Contractor shall track and produce a monthly report that identifies the foreign language and the number of translations needed. Contractor should target at least 10% bi-lingual staff, subject to change at DHS discretion based identified need</li> <li>5. The Contractor shall utilize the State's knowledge management system (KMS) to provide staff with online access to resources and the most up-to-date information.</li> <li>6. The Contractor shall provide monitoring of task processing with dedicated quality staff.</li> </ol>	<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>1<sup>st</sup> Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2<sup>nd</sup> Incident: A \$15,000 penalty may be assessed in the following months' payment to the Vendor for the second time (2<sup>nd</sup> Incident) the Vendor is not in full compliance with the Staff Production Performance Standard. The \$15K penalty will be assessed in the month in which the deficiency took place.</p> <p>3<sup>rd</sup> Incident: A \$25,000 penalty may be assessed in the following months' payment to the Vendor for the third time (3<sup>rd</sup> incident) the Vendor is not in full compliance with the Staff Production Standard. The \$25,000 penalty will be assessed in the 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>7. The Contractor shall process tasks as assigned for all appropriate eligibility queues. Queues and tasks assigned to Contractor will include tasks throughout the lifecycle of a case, including initial registration, intake/data collection and verification received for applications, renewals, changes of circumstance, and other miscellaneous work such as returned mail, etc.</p> <p>8. The Contractor must process the open eligibility tasks on a case, not just the task, chosen in queue following DHS policies and procedures.</p> <p>9. The Contractor's entire workforce must successfully complete all ARIES and DHS agency training in advance of gaining production (ARIES) system access.</p> <p>10. The Contractor's training team shall participate in all DHS delivered "train-the-trainer" sessions. After successful completion of the train the trainer program, the Contractor must train the contractor's eligibility support specialists using DHS materials or materials developed by the contractor approved by DHS. The Contractor must submit a class roster five (5) business days before each class. The Contractor must provide DHS with a minimum of ten (10) days-notice prior to a training class facilitation. The Contractor's training must also participate in DHS led trainings to include security, policy and procedures, and other DHS assigned trainings.</p> <p>11. The Contractor shall optimize staffing levels and track and monitor performance.</p> <p>12. The Contractor shall work cooperatively with the State's Independent Verification and Validation (IV&amp;V) vendor to enable them to adequately perform the verifications and validations needed as directed by the State and CMS.</p>		

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<p><b>Task Completion Levels</b>  The contractor shall maintain a monthly target task load of 18,000 tasks per month excluding supervisor review, returns for correction, and case cleanup tasks for the fixed price contract. The Allocation Fund will follow the same ratio of 180 tasks per FTE per month.</p> <p>Should the Contractor not be able to reach the target of 18,000 tasks per 100 FTEs in any given month, written notice shall be delivered to the AR DHS outlining reasons for shortage along with any relevant supporting documentation for AR</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>Performance</p>	<p>1<sup>st</sup> Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2<sup>nd</sup> Incident: A \$15,000 penalty may be assessed in the following months' payment to the Vendor for the second time (2<sup>nd</sup> Incident) the Vendor is not in full compliance with the Task Completion Level Standard. The \$15,000 penalty will be assessed in the month in</p>

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<p>DHS review and approval.</p> <p>Task assignments completion must comply with DHS time regulations for Intake &amp; Authorization, Renewals, Verifications, Renewal Changes, and other assignments as necessary.</p> <p>DHS requires that Contractor use 'task' as the unit of work by which Contractor is measured. Since a case requires continuous updates, a completed case is defined as completing all currently outstanding tasks on that case provided those tasks are in scope – MAGI and ABD Medicaid only.</p>	<p>Standard is defined as Contractor meeting target monthly task load per month beginning in the third month of the Contract.</p> <p>Division may waive damages upon review of submitted reasoning for deficiency.</p> <p>At the end of each month, Contractor shall calculate and submit a monthly report of completed tasks no later than the fifteenth (15<sup>th</sup>) in the following month. The report and caseworker production levels per task queue will be reviewed by vendor and State.</p>	<p>which the deficiency took place.</p> <p>3rd Incident: A \$25,000 penalty may be assessed in the following months' payment to the Vendor for the third time (3rd incident) the Vendor is not in full compliance with the Tasks Completion Level Standard. The \$25,000 penalty will be assessed in the 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><b>Personnel Quality Requirements</b></p> <p>Contractor shall meet a monthly quality measurement of 95%.</p>	<p>This performance standard is defined as:</p> <ul style="list-style-type: none"> <li>- Meeting at least a 95% accuracy of the monthly quality measurement.</li> <li>- 10% of task will be randomly reviewed for every eligibility specialist by the contractor each month.</li> <li>- The percent of tasks that are returned for correction created for each eligibility specialist shall not exceed 5% of the task reviewed.</li> </ul>	<p>1<sup>st</sup> Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2<sup>nd</sup> Incident: A \$15,000 penalty may be assessed in the following months' payment to the Vendor for the second time (2<sup>nd</sup> Incident) the Vendor is not in full compliance with the Staff Production Performance Standard. The \$15,000 penalty will be assessed in the month in which the deficiency took place.</p> <p>3rd Incident: A \$25,000 penalty may be assessed in the following months' payment to the Vendor for the third time (3rd incident) the Vendor is not in full</p>

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	<p>The Count/Percent of Case Clean-Up Complete Change tasks created for each eligibility specialist monthly shall not exceed 5%.</p>	<p>compliance with the Staff Production Standard. The \$25,000 penalty will be assessed in the 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><b>Reporting</b> The Contractor shall work with DHS to develop project reports related to the progress of processing cases, including the number of tasks completed. The Contractor must provide weekly, monthly, and other reports upon request from data within ARIES.</p> <p>The contractor must submit monthly reports to DHS by the 12th calendar day of each month.</p> <p>The contractor must provide number of tasks processed in the previous month, total cases escalated to DHS for review, the amount of fully skilled staff processing cases and quality control review results. The contractor will provide a Deliverable Expectations Document within one week of the project start date for the Monthly Status Report.</p> <p>Contractor must provide updated reporting, including all DHS-identified parameters, as identified by DHS throughout the term of the contract.</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>Performance Standard is defined as timely delivery of monthly report to DHS each month by the 12th calendar day.</p> <p>A monthly status report meeting will take place the 15<sup>th</sup> day of each month or thereabouts. After satisfactory presentation and review of the monthly status report, the</p>	<p>1st Incident: A CAP acceptable to DHS shall be due to DHS within 10 business days of the request.</p> <p>2<sup>nd</sup> Incident: A \$5,000 penalty may be assessed in the following months' payment to the vendor for each day the Vendor is not in full compliance with the Monthly Reporting Standard. The \$5,000 penalty will be assessed in the month in which the deficiency took place.</p> <p>In addition to the above, DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until vendor is in full compliance, maintaining a below standard VPR in the vendor file and terminating the Contract.</p> <p>Notwithstanding the foregoing, Vendor and DHS agree that the total damages associated with this Performance Standard shall not exceed \$40,000 annually.</p>

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	deliverable will be signed off and invoicing can begin.	
<p><b>Criminal Background Checks</b>  The Contractor must perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member <b>shall</b> be staffed on this project if they have committed an offense that would preclude State employment as 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>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 may 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><b>Privacy and Security</b>  A. The Contractor <b>must</b> submit a Security Plan. The Contractor <b>must</b> provide devices to connect to DHS network. The purpose of the Security Plan is to capture and establish the approach to providing security on desktops, laptops, or any other device connected to the DHS network. The Security Plan <b>must</b> adhere to DHS’ privacy, confidentiality, and security standards as well as applicable State and Federal laws, rules, and regulations.  B. The Contractor's data management approach and operational policies shall meet HIPAA, HITECH, ARRA and</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 may 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>



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<p>other Federal and State privacy and security requirements.</p> <p>C. The Contractor shall provide a mechanism to purge source documents in accordance with HIPAA security provisions and State requirements.</p> <p>D. The Contractor must retain qualified Information Security and Privacy staff to manage, provide and meet all information security and privacy requirements and contractual deliverables. Information Security and Privacy Staff do not have to be dedicated. Qualified Information Security and Privacy Staff must have a working knowledge of NIST Federal security standards and documentation, HIPAA privacy and security regulations, and information system security best practices.</p> <p>E. The Contractor shall ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (A.C.A. § 4-110-104), and other Federal and State privacy and security standards. The State of Arkansas Security and Privacy policies can be found at:  <a href="https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1001.pdf">https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1001.pdf</a>  <a href="https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1003.pdf">https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1003.pdf</a>  <a href="https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4002.pdf">https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4002.pdf</a>  <a href="https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4008.pdf">https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4008.pdf</a>  <a href="https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4009.pdf">https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4009.pdf</a>  <a href="https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5000.pdf">https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5000.pdf</a>  <a href="https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5010.pdf">https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5010.pdf</a></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><b>Training</b></p> <p>Contractor must provide training as described in the Contractor's training plan as agreed upon with DHS. The contractor must provide the amount of business days to train FTEs in the Business Staffing Continuity plan.</p> <p>Proof of all training activities and training certifications for DHS System Access will be stored on a DHS repository. The DCO Training SOP allows for 2 attempts to pass the Training tests and the employee must retake the entire training courses to attempt another test.</p> <p>Contractor will follow the ARIES Onboard/Offboard SOP for gaining system access.</p> <p>Contractor must provide DHS with all required information for system access ten (10) business days prior to production access need.</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>Performance Standard is defined as Contractor maintaining training activities documentation and certifications on the DHS repository each month of the Contract.</p> <p>Division may waive damages upon review of submitted reasoning for deficiency.</p> <p>If the Contractor has less than 100% of the contracted number of FTE Eligibility Specialists trained and working in production for more than two weeks, the contractor shall submit a CAP to ensure consistent future staffing levels.</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 may 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><b>Mandated Reporting</b></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</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with</p>	<p>For each failure to report, DHS may impose:</p> <ol style="list-style-type: none"> <li>1. A ten percent (10%) penalty, assessed in the following months' payment</li> </ol>

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<p>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> <ul style="list-style-type: none"> <li>a. A child has been subjected to child maltreatment;</li> <li>b. A child died as a result of child maltreatment;</li> <li>c. A child died suddenly and unexpectedly; or</li> <li>d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment.</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>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.</li> </ul> <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 Subcontractor's employees and agents are mandated reporters.</p>	<p>all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>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>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> <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>
<b>Performance Bonding</b>	Acceptable performance is defined as one hundred	Damages shall be one percent (1%) per day, calculated using the annual contract amount, for

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<p>The Contractor <b>shall</b> be required to obtain performance bonds to protect the State's interest as follows:</p> <ol style="list-style-type: none"> <li>1. The amount of the performance bonds <b>shall</b> 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.</li> <li>2. The State <b>shall</b> require additional performance bond protection when a contract price is increased or modified.</li> <li>3. The additional performance bond <b>must</b> be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.</li> <li>4. The contractor <b>shall</b> notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice.</li> </ol>	<p>percent (100%) compliance with Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>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>
<p><b>Conflict of Interest Mitigation</b> 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><b>Transition Planning</b> Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file. Final payment may be withheld from the vendor until all elements of the transition are</p>

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<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>satisfied as determined by DHS.</p>
<p><b>Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</b></p> <ol style="list-style-type: none"> <li>1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request.</li> <li>2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</li> <li>3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A).</li> </ol> <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, the Contractor shall also notify DHS of the request at <a href="mailto:DHS.FOIA@arkansas.gov">DHS.FOIA@arkansas.gov</a>.</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"> <li>1. For each failure to meet performance standard, DHS may impose: <ol style="list-style-type: none"> <li>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</li> <li>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.</li> </ol> </li> </ol> <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</p>

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		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.

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.

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<sup>i</sup> 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.

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