

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>Scope of Work</p> <p>A. Contractor shall maintain the Health & Well-Being Program of Arkansas's home-visiting office to oversee program development, implementation, and monitoring of the Health & Well-Being Program.</p> <p>B. The Contractor shall assemble and maintain statewide network of SafeCare Providers within sixty (60) calendar days of contract start date and verify this network to DCFS.</p> <p>C. Contractor shall provide regular updates to DCFS on program development, implementation, and monitoring of the Health & Well-Being Program via scheduled meetings as well as other forms of communications (e.g., phone, email) upon request by 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 standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Background and Registry Check</p> <p>The Contractor or Contractor's sub-contracted Local Implementation Agency (LIA) shall perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member shall 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-</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the</p>	<p>Contractor's Providers must be terminated immediately from a position that provides services for the Health & Well-Being Program, if hired without the required background checks. Providers must be terminated if it is</p>

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15-102.	contract term as determined by DHS.	<p>discovered that child maltreatment and/or suspected child maltreatment, or adult maltreatment and/or suspected adult maltreatment, was not reported.</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>Equipment, Materials, And Supplies Contractor or subcontracted Local Implementing Agency (LIA) shall provide necessary materials and education training supplies as specified by the Health & Well-Being Program for its service providers ("Providers"), as well as materials for clients.</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>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</p>

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		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>Education, Training, and Requirements</p> <p>A. If not currently accredited, the Contractor must obtain National SafeCare® accreditation within two (2) years of contract start date and shall be maintained for the entire duration of the contract.</p> <p>B. Contractor shall ensure all service providers (“Providers”) and coordinators, once hired, participate in the Arkansas Home Visiting Network Training Institute for supplemental training as required by the Health & Well-Being Program.</p> <p>C. All leadership staff members of Contractor’s agency or Local Implementation Agency (LIA) must hold a Bachelor’s degree in social work, education, sociology, psychology, human services, counseling, or related field in human services, and shall complete training and obtain certification as a SafeCare Provider. Documentation of required degree must be maintained by Contractor for each staff member.</p> <p>D. Each Service Provider shall have, at minimum, an Associate’s degree in social work, education, sociology, psychology, human services, counseling, or related field in human services, and shall complete training and obtain certification as a SafeCare Provider. Documentation of required degree must be maintained by Contractor for each Service Provider.</p> <p>E. All Providers and coordinators shall complete training on the SafeCare curriculum, as well</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,</p>

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<p>as any other DCFS-required trainings prior to delivering the SafeCare curricula to clients.</p> <p>F. Contractor shall provide a Regional Coordinator to ensure that all Providers receive regular, individual supervision.</p>		<p>maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Case Assignment for New Referrals</p> <p>A. DCFS will contact the Contractor with new case referrals based on family need and the Contractor's capacity to provide the service. Referrals will be made at the discretion of DCFS and maybe be sent in various formats such as via Children's Reporting Information System (CHRIS), email notification, paper form, or other. The Contractor must accept all forms of referrals from DCFS.</p> <p>B. Intake of referred clients must begin within forty-eight (48) business hours of receipt of referral. In the event of delayed or no response from any member of DCFS staff such as the Family Service Worker (FSW), the Contractor or Contractor's Provider must escalate the referral by contacting the DCFS In-Home Program Manager or designee prior to closing the referral due to no contact.</p> <p>C. Contractor shall follow the established DCFS Referral and Communication Protocol for the following allegations involving families that have at least one (1) child in the home five (5) years of age or under that may have been the subject of any report for Garrett's Law, I neglect, failure to thrive, Munchausen by Proxy, and/or other populations agreed upon between the Contractor and DCFS. However, the number of families served under this contract must not exceed the designated cap of one thousand, three hundred ninety (1,390) families.</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 ten percent (10%) 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 ten percent (10%) 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>Consultation And Coordination</p> <p>A. Contractor shall participate in leadership meetings with DCFS, in accordance with a meeting schedule agreed upon by DCFS and</p>	<p>Acceptable performance is defined as one hundred percent</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to</p>

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<p>the Contractor, to discuss the development, implementation, and monitoring of the Health & Well-Being Program.</p> <p>B. Contractor shall be available to participate in state and local DCFS meetings, team decision-making meetings, family team meetings, family case planning meetings, and court testimony (after consultation with the Contractor's legal counsel regarding court appearances), related to the Health & Well-Being Program's progress. To the extent possible, these meetings shall be scheduled around planned home visits.</p>	<p>(100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>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>Service Location</p> <p>A. Services shall be provided in each client's home unless otherwise specified and approved by DCFS.</p> <p>B. All home visits must be conducted in person. Visits conducted outside of the home including virtual visits may be approved only in rare occasions and shall be conducted only with approval of the DCFS In-Home Program Manager or designee.</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 fifty-dollar (\$50) penalty will be assessed in the following months' payment to the provider for each home</p>

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		<p>visiting parent education session that is conducted outside of the home without prior approval. The fifty-dollar (\$50) penalty will be deducted 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>Availability</p> <p>A. Providers must maintain a flexible schedule to be determined by the needs of the client(s) rather than a standard work schedule.</p> <p>B. In-home sessions shall not interfere with the client's daily work/school schedule. Session scheduling shall remain flexible and available after regular business hours when needed.</p> <p>C. The Contractor shall give DCFS advance notice of any anticipated delays. The Contractor must receive confirmation of receipt of notice from DCFS in order for notice to be considered as having been provided.</p> <p>D. The Contractor shall ensure services will continue uninterrupted if a Provider is unavailable for more than ten (10) business days.</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 fifty-dollar (\$50.00) penalty per occurrence will be assessed in the following months' payment to the provider for each session that the Contractor is unable to accommodate due to lack of availability, scheduling issues, or uncommunicated delays. The fifty-dollar (\$50.00) penalty will be deducted from the total</p>

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		<p>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>Intervention Services</p> <p>A. Providers shall complete the full SafeCare curricula, including the SafeCare health module, with clients in the family's home within eighteen to twenty-two (18-22) weeks of the first home-visiting session.</p> <p>B. Providers shall assist parents in managing the health needs of their children according to the SafeCare health module.</p> <p>C. Providers shall support parents in the management of the family home in order to improve the health, safety, and overall functioning of the home.</p> <p>D. If a referral names a single caregiver (also referred to as "targeted adult") and Service Provider identifies additional adult caregivers living in the referred family's household, Service Provider must provide services to all adult caregivers who reside in the referred family's household.</p> <p>E. Service Providers must provide services to adults in addition to the caregiver named by the referral, upon request by DCFS.</p> <p>F. Providers shall perform a walk-through of the client's home and must conduct a visual assessment of any and all children present in</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 fifty dollar (\$50) penalty will be assessed in the following months' payment to the provider for each intervention service that is not conducted for a specific family or household. The fifty-dollar (\$50) penalty will be deducted 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,</p>

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<p>the home at each home visit.</p> <p>G. Upon completion of the full SafeCare curricula, including the SafeCare health module, and assessment of lead exposure in the home and surrounding environment, Providers shall engage in discharge planning with the client in accordance with DCFS protocol.</p>		<p>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>Environmental Assessment</p> <p>Contractor shall assess for the presence of lead exposure in the home and surrounding environment. Contractor shall provide related prevention/mitigation information and a handout regarding lead exposure in children according to the Centers for Medicare and Medicaid Services (CMS) Health Services through the SafeCare home safety module when a client, during the intake process, reports a lead exposure or the client has resided in a home that was built before 1978. Providers shall request that DCFS provide lead testing and other homemaking services to remedy the home lead exposure.</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 two hundred- and fifty-dollar (\$250.00) penalty per occurrence will be assessed in the following months' payment to the provider for each case that is closed without an environmental assessment having been conducted. The two hundred- and fifty-dollar (\$250.00) penalty will be deducted 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</p>

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		Performance Report (VPR) in the vendor file and contract termination.
<p>Reporting And Notifications</p> <p>A. Contractor and its Providers and Coordinators shall attend all DCFS-provided trainings related to child abuse and neglect indicators and reporting child maltreatment.</p> <p>B. Providers shall document client contacts in data management and evaluation system as specified by DCFS. Providers shall provide reports to DCFS caseworkers within two (2) business days of completing each home visit. Contractor shall ensure that all data is entered into data management and evaluation system within two (2) business days. This excludes all State Holidays outlined in Section 1.33.</p> <p>C. Providers shall supply the DCFS caseworker with a weekly report containing progress notes on each family.</p> <p>D. Contractor shall share data and other evaluation information regarding the Health & Well-Being Program with DCFS in approved monthly reports and other approved methods. Contractor shall also share data with UAMS Department of Family and Preventive Medicine, Research and Evaluation Division, for purposes of the evaluation of Family First Prevention Services programs.</p> <p>E. Contractor shall conduct voluntary parent satisfaction surveys on all referred clients. The completed surveys shall be reported to DCFS in an aggregate form in the established monthly reports.</p> <p>F. Providers shall notify the client's DCFS Caseworker and Supervisor by email within one (1) business day if a family participating in the Health & Well-Being Program misses a session without providing advance notification of cancellation to Providers.</p> <p>G. Providers shall notify the family's DCFS Caseworker and Supervisor by email within one (1) business day when three (3) sessions are cancelled and/or rescheduled</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>by a client regardless of whether the client provided advance notification regarding the cancellation or rescheduling request to the Provider. The Provider, DCFS Caseworker, and Supervisor shall then conference to determine if the client will continue with the Health & Well-Being Program and, if so, what steps will be taken to ensure their future participation with Providers.</p> <p>H. If, at any time, Providers have concerns about the child(ren) and/or family functioning during an in-home visitation session, Providers shall notify DCFS of the concerns via email on the same business day.</p> <p>I. Contractor must notify DCFS of any changes in Provider and/or personnel impacting contracted services.</p> <p>J. Contractor's Local Implementing Agencies (LIAs) shall submit an annual Deliverable Progress Report.</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> <ul style="list-style-type: none"> a. A child has been subjected to child maltreatment; b. A child died as a result of child maltreatment; c. A child died suddenly and unexpectedly; or d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. or e. An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment. <p>A privilege or contract shall not prevent a</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> <ul 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 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 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</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</p>

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<p>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>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</p>

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		<p>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) 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.