

**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. Contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to Contractor, Contractor's agents, employees, and the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- ii. Except as otherwise required by law, Contractor agrees to indemnify and hold harmless the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of Contractor's performance or lack of performance.
- iii. During the term of the contract, the Division/Office will complete sufficient performance evaluation(s) to determine if Contractor's performance is acceptable. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
- iv. The State **shall** have the right to modify, add, or delete Performance Standards throughout the contract term, should the State determine it is in its best interest. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include Contractor's input so as to establish reasonably achievable standards.
- v. The contract program deliverables and performance indicators to be performed by Contractor are:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Services shall be provided in family homes in compliance with the Minimum Licensing Standards for Child Welfare Agencies and DCFS policies and procedures. Only children and youth referred by DHS/DCFS shall be accepted into a DCFS slot.</p> <p>Contractors shall provide services including, without limitation, the following:</p> <ol style="list-style-type: none"> 1. Recruitment, training, licensing compliance, support, and retention of foster homes. 2. Recruitment efforts focused on families who will accept children in foster care, sibling groups, and older youth. 3. All necessary background checks, training, and SAFE home studies. 4. Monitoring all re-evaluations of foster homes, including quarterly visits, and meeting Minimum Licensing Requirements. 5. Conduct training for resource families as specified by DCFS. 6. Electronic reporting. <p>Contractors shall have a network of resources to provide services and shall be responsible for monitoring to ensure all requirements are met and services are provided independent of DCFS.</p> <p>PLPAs shall support DCFS in the mission of reunification and achieving permanency for children and youth:</p> <ol style="list-style-type: none"> 1. By working with DCFS to follow policy to ensure siblings who have been separated are placed together. 2. By assisting DCFS in facilitating and providing transportation for weekly visitation of siblings who have been separated. 3. By following guidelines established by the Contractor's program description, child welfare licensing, and DCFS policy as it relates to the Alternate Care Policy. 4. By supporting DCFS in reunification efforts. 5. By supporting DCFS in relative placements for the children and youth in the PLPA setting. 	<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: An acceptable Corrective Action Plan (CAP) 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 for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 Vendor Performance Report (VPR) in the vendor file, and contract termination.</p>
<p>Population PLPAs shall accept children and youth referred by DCFS.</p>	<p>Acceptable performance is defined as one hundred percent</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p>

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	(100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	<p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 contract termination.</p>
<p>Recruitment PLPA's must work in conjunction with DCFS to determine recruitment areas.</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: An acceptable CAP 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 for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 contract termination.</p>
<p>Training Staff Training: 1. Contractors shall complete SAFE training unless otherwise determined by DCFS. 2. Contractor shall attend a one (1) day DCFS orientation and training regarding agency policy, procedure, and form requirements within the first ten (10) business days of the contract start date. Resource Family Training: Contractors shall utilize the pre-service</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	<p>1st Incident: An acceptable CAP 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 for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p>

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training identified by DCFS. PLPA contractors shall train families virtually; however, DCFS reserves the right to require in-person trainings upon notification to contractors of any concerns related to virtual training.	DHS.	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 contract termination.
Referrals Contractors must be available to accept DCFS referrals upon the contract's effective date.	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.	1 st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request. 2 nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. 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 contract termination.
Placement 1. Placement must be contingent upon the client meeting admission criteria stated in the program description submitted by the Contractor, hereinafter referred to as the "Program Description", incorporated herein by reference, and the availability of slots/beds within a contract period. DCFS will not approve placement of children and youth who do not meet the criteria listed herein. 2. The PLPA shall select the home that is in the best interest of the child and shall be based on an individual assessment of the child's needs. 3. Contractors shall place children only in approved resource homes. 4. When a client is moved from one home to another within the program, the Contractor shall provide written notice to the DCFS Family Service Worker and the	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.	1 st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request. 2 nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. 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 contract termination.

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<p>Specialized Services Unit (SSU) Program Manager stating the reason for the move within twenty-four (24) hours of the move.</p> <p>5. Contractors shall have a plan in place for continued placement support surrounding placement disruptions.</p> <p>6. Contractors must be prepared with crisis intervention. When a placement must be disrupted, thirty (30) day notice must be provided to DCFS unless there is an imminent safety factor.</p> <p>7. Contractor shall ensure appropriate mental health services are obtained for clients accepted in their program, as needed, and DCFS policy shall be followed.</p> <p>8. When siblings are separated, the Contractor shall work with DCFS to follow policy to ensure siblings are placed together.</p>		
<p>Visitation and Reunification</p> <p>1. When siblings are separated, the Contractor shall assist DCFS in weekly visitation of the siblings including transportation. The Contractor must support DCFS in reunification efforts.</p> <p>2. Contractors must provide safe and reliable transportation as needed and shall comply with federal and state laws, rules, and regulations including, without limitation, the Arkansas Child Passenger Protection Act § 27-34-104. All persons providing transportation shall have and maintain a valid driver's license and liability insurance as required by state law.</p> <p>3. The DCFS Family Service Worker must be able to visit the child(ren) placed in the PLPA home as appropriate.</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: An acceptable CAP 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 for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 contract termination.</p>
<p>Plan of Care</p> <p>1. The Contractor shall have a plan in place for continued placement support surrounding placement disruptions. The Contractor must be prepared with crisis intervention. When a placement must be</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service</p>	<p>1st Incident: An acceptable CAP 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>disrupted, thirty (30) day notice must be provided to DCFS unless there is an imminent safety factor.</p> <p>2. For each client in the program the Contractor shall work with DCFS and maintain a minimum of monthly contact with the Family Service Worker to discuss client's progress, continuing needs, and any problem areas when appropriate.</p> <p>3. Contractor shall maintain records of the client-specific case planning per DCFS policy and child welfare licensing. Documentation shall be at a minimum reflecting the following:</p> <ul style="list-style-type: none"> • Case Plan developed in accordance with recommendations made by a physician, licensed professionals or DCFS involved in the care of a client. • Any revisions of the case plan • The portion of monthly contract payment given to Resource parents (a minimum of 34% of the total monthly payment per client paid to the Contractor. <p>4. Contractors must submit monthly update reports to the DCFS Family Service Worker regarding the children placed in their resource homes.</p>	<p>criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 contract termination.</p>
<p>Mental Health Services</p> <p>1. Contractors must ensure appropriate mental health services are obtained for clients accepted in their program, as needed and DCFS policy shall be followed.</p> <p>2. Services shall be provided by a mental health provider licensed in the State of Arkansas to practice in the discipline of Social Work or Counseling and shall provide all therapy.</p> <p>3. Competent qualified person(s) providing direct client service shall have a masters or bachelors degree in one (1) or more of the following:</p> <ul style="list-style-type: none"> • Counseling • Criminal Justice • Early Childhood Education • Social Work • Psychology or related degree 	<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: An acceptable CAP 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 for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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</p>

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		in the vendor file, and contract termination.
<p>Respite/Temporary Care</p> <ol style="list-style-type: none"> Contractors shall provide respite/temporary out-of-home care on a twenty-four (24) hour a day basis in a family setting to families referred by DCFS. Contractors shall accept referrals from DCFS twenty-four (24) hours a day, seven (7) days a week. Contractor must provide respite care services, if space is available, to clients referred by DHS/DCFS. Contractor must not allow respite care placements to exceed seven (7) days of care per three (3) month period or, 672 hours per fiscal year for any child referred by DCFS, except for emergency situations. DCFS, in its sole discretion, may approve up to an additional four (4) days of respite/temporary care in emergency situations. The DCFS Specialized Services Unit (SSU) Program Manager is responsible for the approval of any additional days. Contractor shall provide a respite/temporary placement that meets the child's identified needs, set out in the DCFS case plan. Contractor will ensure that needed medical care is obtained. Contractor shall provide respite/temporary care services within the service area where the child's foster, adoptive, or biological family is located as determined by DCFS. Contractor shall provide visitation during respite/temporary care between the child and the family upon request by DCFS. Contractor shall provide safe and reliable transportation for children in respite/temporary care as needed and shall comply with federal and state laws and regulations including the Arkansas Child Passenger Protection Act § 27-34-104. All persons providing transportation shall have a valid driver's license and 	<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: An acceptable CAP 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 for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 contract termination.</p>

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<p>minimum insurance coverage as required by Arkansas State Law.</p> <p>9. Contractor must provide respite/temporary care by properly trained and licensed resource homes.</p> <p>10. Contractor must train respite/temporary caregivers using the criteria for Placement, as set out in the Minimum Licensing Standards for Child Welfare Agencies.</p> <p>11. Contractor must follow guidelines established by the Contractor's program description and child welfare licensing.</p>		
<p>Reporting</p> <p>Contractor must utilize the Children's Reporting Information System (CHRIS) for electronic record keeping to open, maintain, and close their network of family homes.</p> <p>Contractor must submit progress reports and other data electronically either through an interface or directly into CHRIS.</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: An acceptable CAP 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 for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 contract termination.</p>
<p>Compliance</p> <p>A. The Contractor shall provide services in compliance with the Minimum Licensing Standards for Child Welfare Agencies, PUB 004, and any subsequent updates during the life of the contract incorporated herein by reference.</p> <p>B. Contractors shall follow all DCFS policies and procedures, located at https://dese.ade.arkansas.gov/Offices/office-of-early-childhood/placement--residential-licensing</p> <p>C. Contractor shall comply with the policies and guidelines in effect during the</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: An acceptable CAP 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 for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including,</p>

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<p>contract term:</p> <ul style="list-style-type: none"> • Policy VI-P: Private Licensed Placement Agency (PLPA) Resource Homes • Policy VII-A: Resource Home Definitions and Purpose • Policy VII-C: Resource Home Assessment Process • Policy VII-G: Alternate Care for Children in Out-of-Home Placement • Excerpt from PUB-30: Resource Parent Handbook 		<p>without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Privacy and Security</p> <p>A. Contractor shall comply with all DHS policies governing the privacy and security of all personally identifiable information (PII) and/or other confidential information received or accessed on behalf of DHS.</p> <p>B. Contractor shall implement and maintain reasonable security procedures and practices regarding all protected health information and/or other confidential information as required by Ark. Code Ann. § 4-110-104, The Personal Information Protection Act.</p> <p>C. Contractor shall disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the breach at DHS.IT.Security.Team@dhs.arkansas.gov.</p> <p>D. Contractor shall use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation.</p> <p>E. Contractor shall safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information in accordance with the confidentiality standard requirements outlined in the Minimum Licensing Standards for Child Welfare Agencies (Attachment L).</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: An acceptable CAP 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 for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 contract termination.</p>
<p>Criminal Background Checks</p> <p>Vendor will perform criminal background</p>	<p>Acceptable performance is</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10)</p>

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<p>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. § 21-15-102 or otherwise as a “designated financial or information technology position” pursuant to Ark. Code Ann. § 21-15-111.</p> <p>Contractors shall ensure that all staff have passed a criminal background check, Arkansas Child Maltreatment Registry check, a driving record check, and out-of-state child maltreatment investigations, if required. Such checks must be repeated every two (2) years.</p>	<p>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>business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months’ payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 contract termination.</p>
<p>Mandated Reporting</p> <p>Pursuant to Ark. Code Ann. §§ 12-18-402 (b)(10) and 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor’s 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. or An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment. <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>For each failure to report, DHS may impose:</p> <ol style="list-style-type: none"> 1. A ten percent (10%) penalty, assessed in the following months’ payment for each failure to report. The penalty will be calculated from the total payment for the 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, as determined by DHS. <p>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 CAP, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>

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<p>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 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>Conflict of Interest Mitigation</p> <p>Vendor shall comply with the DHS Organizational or Personal Conflict of Interest provisions. Vendor shall disclose all actual, apparent, or potential conflicts of interest to DHS within five (5) calendar days of having knowledge of them. 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>Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the contract term.</p>	<p>Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) calendar days for each actual, apparent, or potential conflict of interest it fails to disclose.</p> <p>Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan 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, Vendor shall submit a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>	<p>Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the contract term.</p>	<p>If Vendor fails to meet the acceptable performance standard, DHS may issue a below standard VPR to be maintained in the vendor file.</p> <p>Final payment may be withheld from Vendor until all elements of the transition are satisfied as determined by DHS.</p>

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<p>Arkansas Freedom of Information Act (FOIA) (Ark. Code Ann. § 25-19-101 et seq.):</p> <p>Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil a FOIA request.</p> <p>Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</p> <p>Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. § 25-19-103(7)(A).</p> <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. § 25-19-101 et seq. for specific requirements.</p>	<p>Contractor shall 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.</p> <p>DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<p>For each failure to meet the performance standard, DHS may impose:</p> <ul 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 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, 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/or costs imposed on DHS associated with Vendor's failure to timely and accurately provide the requested information and documents.</p> <p>DHS reserves the right to impose additional penalties including without limitation, requiring a CAP, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in 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, Vendor will have the opportunity to defend, respond to, or cure to the insufficiency to the State's satisfaction. The State **may** waive damages if it determines there were extenuating factors beyond Vendor's control that hindered the performance of services of it is in the State's best interest. 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 agency's direction regarding the required compensation process.

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

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