

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Customer Service</p> <p>The Telephone Answering Service must at all times maintain a courteous and professional attitude throughout the duration of the telephone call. Complaints received from clients of inappropriate service or actions by the vendor will be investigated by the Division of Aging and Adult Services, Adult Protective Services (DAAS/APS).</p> <p>The Telephone Answering Service should answer all calls within three (3) rings; the telephone answering service must answer all calls in no more than five (5) rings.</p> <p>The Telephone Answering Service should make every effort to keep call length at ten (10) minutes or less.</p>	<p>Vendor must maintain customer service standards with no more than three (3) complaints as verified through investigation by the DAAS/APS.</p> <p>The call center shall have a computer system that tracks rings before calls are answered and that information shall be provided to the agency on a monthly basis. Calls shall be answered within three rings 98% of the time in any given quarter.</p> <p>Calls shall be kept within 10 minutes 90% of the time for any given quarter.</p>	<p>If the vendor fails to meet the acceptable performance standard, the vendor shall develop and implement a corrective action plan acceptable to DAAS/APS.</p> <p>Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>A pattern of further non-compliance may result in contract cancellation.</p>
<p>The Telephone Answering Service must be capable of handling high volume call periods with a low error rate.</p> <p>The Telephone Answering Service shall use the APS-approved script to collect and record required call information (see IFB pg. 13).</p>	<p>The following method will be used to determine low error rate:</p> <ul style="list-style-type: none"> • Each month 5-10% of calls will be sampled for quality control. A low error rate is defined as less than 5% of the sample being deemed as failed calls. • The Department of Human Services (DHS) will focus on these factors: <ul style="list-style-type: none"> a) Appropriate greeting/use of scripts. b) Upholding the culture and values of DHS. c) Accurately capturing data from the Basic Script (see pg.12). d) Grammar and spelling in written communication. <p>Each factor will be scored for each sampled call on a scale of 1-5. A score of less than 16 will result in a "fail", a score of 16 or greater will result in a "pass".</p>	<p>If the vendor fails to meet the acceptable performance standard, the vendor shall develop and implement a corrective action plan acceptable to DAAS/APS.</p> <p>Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>A pattern of further non-compliance may result in contract cancellation.</p>

Technical Requirements		
<p>The Telephone Answering Service shall provide a work environment suitable for taking calls, including at a minimum a telephone and an internet-ready computer so that operators will be able to capture the required information from callers in real time.</p> <p>The Telephone Answering Service shall have software that tracks rings and will provide reports with call information to DAAS/APS on a monthly basis.</p> <p>The Telephone Answering Service shall have a telephonic interpretation service available for callers who speak a foreign language.</p> <p>The Telephone Answering Service shall have a way to communicate with deaf or hard of hearing callers.</p>	<p>Acceptable performance is defined as zero (0) instances of non-compliance documented by DAAS/APS throughout the course of the contract.</p>	<p>If the vendor fails to meet the acceptable performance standard, the vendor shall develop and implement a corrective action plan acceptable to DAAS/APS.</p> <p>Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>A pattern of further non-compliance may result in contract cancellation.</p>
Hours and Staffing		
<p>The Telephone Answering Service shall be located within the United States and be fully staffed with live operators able to fluently communicate in the English language.</p> <p>The Telephone Answering Service must answer calls twenty-four (24) hours daily for three hundred and sixty-five (365) days annually for four (4) Arkansas regions. (see map IFB pg. 14.)</p> <p>The Telephone Answering Service shall provide services in accordance with the schedule provided in the Invitation for Bid (IFB) (see IFB pg. 12.)</p>	<p>Acceptable performance is defined as zero (0) instances of non-compliance documented by DAAS/APS throughout the course of the contract.</p>	<p>If the vendor fails to meet the acceptable performance standard, the vendor shall develop and implement a corrective action plan acceptable to DAAS/APS.</p> <p>Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>A pattern of further non-compliance may result in contract cancellation.</p>

<p>The Telephone Answering Service must maintain at least two (2) operators on duty at all times during evening and weekend hours.</p> <p>The Telephone Answering Service shall not “outsource” receipt of calls.</p>		
Records and Reporting		
<p>The Telephone Answering Service shall maintain electronic records of invoiced call activity that record time of calls, action taken by answering service operators, and the time of this action. This data shall be reported to DHS on a monthly basis.</p> <p>The Telephone Answering Service must have the capability to generate call reports with required information and all specific details given by the caller in response to questions asked from the APS script (see script on IFB pg.13). Reports shall be transmitted to DHS on a monthly basis.</p>	<p>Acceptable performance is defined as zero (0) instances of non-compliance documented by DAAS/APS throughout the course of the contract.</p>	<p>If the vendor fails to meet the acceptable performance standard, the vendor shall develop and implement a corrective action plan acceptable to DAAS/APS.</p> <p>Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>A pattern of further non-compliance may result in contract cancellation.</p>
Billing		
<p>The Telephone Answering Service shall bill for services provided according to the following guidelines:</p> <ul style="list-style-type: none"> • The Telephone Answering Service must maintain accurate records for all invoiced calls. • Billing must be on a twelve (12) month cycle. • Billing must be for a per-minute rate to include all charges. • Billing must not contain charges for hang-ups. 	<p>Acceptable performance is defined as zero (0) instances of non-compliance documented by DAAS/APS throughout the course of the contract.</p>	<p>If the vendor fails to meet the acceptable performance standard, the vendor shall develop and implement a corrective action plan acceptable to DAAS/APS.</p> <p>Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>A pattern of further non-compliance may result in contract cancellation.</p>

<ul style="list-style-type: none"> • Billing must be for incoming calls only. (No additional charges for outgoing or faxing). • Billing shall include no charges for general administration duties. • Billing must not contain any charges or fees not explicitly identified in the supplied quote. • The Telephone Answering Service must provide to DAAS/APS monthly billing statements listing each invoiced call. The statements shall be provided to DAAS/APS by the 5th day of each month and must include the following: <ol style="list-style-type: none"> 1. Time (must show either AM or PM status) of incoming call. 2. Date of incoming call. 3. Number of rings before answering the call 4. Length of call (minutes) 		
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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 the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. 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.

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