

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 contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria¹	Acceptable Performance	Damages for Insufficient Performance²
Contractor shall develop plan to offer developmentally appropriate training, technical assistance and/or other professional development activities to include specific goals and objectives.	<p>In a manner acceptable to the State, plan is produced and submitted by deadline agreed upon by the Arkansas Department of Human Services (DHS) prior to the start of each contract year.</p> <p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term.</p>	<p>Two hundred dollars (\$200) per State work day after the deadline that the plan is not received and acceptable to the State.</p> <p>DCCECE may require contractor to submit an acceptable Corrective Action Plan (CAP) to DHS within ten (10) business days of request. DHS may withhold payment for services until the CAP is accepted and sufficient performance occurs.</p>

¹ These criteria are not the exclusive criteria or requirements to be met under the contract, and nothing herein is indicated to comprehensively define, or to limit the duties or liability of the Contractor for failure to perform in accordance with the terms of the Contract.

² The damages set forth do not in any way limit the damages available to the Division/Office, and shall be in addition to any and all other damages or remedies available to the Division/Office at law or in equity.

Contractor shall identify the early care and education core competencies, training level (foundation, intermediate or advanced) and the target audience of all trainings.	<p>In a manner acceptable to the State, training information will be submitted by a deadline acceptable to DHS and prior to the start of each contract year. If new trainings are developed, information will be submitted to the State for approval.</p> <p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term.</p>	<p>Two hundred dollars (\$200) per State work day after the deadline that the plan is not received and acceptable to the State.</p> <p>DCCECE may require contractor to submit an acceptable Corrective Action Plan (CAP) to DHS within ten (10) business days of request. DHS may withhold payment for services until the CAP is accepted and sufficient performance occurs.</p>
Contractor shall conduct training follow-up in the form of mentoring and/or coaching to ensure implementation except for specific trainings, with approval by DHS, whereby mentoring or coaching is not a viable option.	<p>In a manner acceptable to the State, mentoring and/or coaching shall be provided and reported monthly according to a schedule approved by DHS.</p> <p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term.</p>	<p>DCCECE may require contractor to submit an acceptable Corrective Action Plan (CAP) to DHS within ten (10) business days of request. DHS may withhold payment for services until the CAP is accepted and sufficient performance occurs.</p>
Contractor shall register all trainings in the Arkansas Professional Development Registry (PDR) and ensure that all trainers are verified trainers in the PDR.	<p>In a manner acceptable to the State, all trainings shall be entered in the PDR a minimum of two (2) weeks prior to the session date.</p> <p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term.</p>	<p>DCCECE may require contractor to submit an acceptable Corrective Action Plan (CAP) to DHS within ten (10) business days of request. DHS may withhold payment for services until the CAP is accepted and sufficient performance occurs.</p>
Contractor shall evaluate the effectiveness of all contract activities.	<p>In a manner acceptable to the State, a pre- and post-test and/or another appropriate evaluation method shall be conducted that tracks gained knowledge of recipients. Results must be submitted to the State at a minimum of once per year in the final report and on or before a deadline approved by DHS. However, data shall be continuously compiled and available upon request by the State.</p>	<p>DCCECE may require contractor to submit an acceptable Corrective Action Plan (CAP) to DHS within ten (10) business days of request. DHS may withhold payment for services until the CAP is accepted and sufficient performance occurs.</p>

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Contractor shall collaborate with other DCCECE contractors, education entities, government agencies, businesses and nonprofit organizations to ensure the best outcomes for providers and children.	<p>In a manner acceptable to the State, a minimum of three (3) Collaboration/Partnership Agreements that outline activities shall be submitted annually, prior to each new contract year, and according to a deadline approved by DHS.</p> <p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term.</p>	DCCECE may require contractor to submit an acceptable Corrective Action Plan (CAP) to DHS within ten (10) business days of request. DHS may withhold payment for services until the CAP is accepted and sufficient performance occurs.
Contractor shall ensure regional coverage, availability and access of training and technical assistance for all providers.	<p>In a manner acceptable to the State, Contractor must conduct training and technical assistance statewide at times, locations and dates that meet the specific needs of the target audience. Contractor must report details monthly and according to a schedule approved by DHS.</p> <p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term.</p>	DCCECE may require contractor to submit an acceptable Corrective Action Plan (CAP) to DHS within ten (10) business days of request. DHS may withhold payment for services until the CAP is accepted and sufficient performance occurs.
Contractor shall submit accurate monthly status reports using provided DCCECE template.	<p>In a manner acceptable to the state, reports must be received by the fifteenth (15th) of each month. If the fifteenth (15th) is on a weekend, the report is due on the last State work day prior to the fifteenth (15th).</p> <p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term.</p>	<p>Two hundred dollars (\$200) per State work day after the deadline that the invoice is not received and acceptable to the State.</p> <p>DCCECE may require contractor to submit an acceptable Corrective Action Plan (CAP) to DHS within ten (10) business days of request.</p>

		DHS may withhold payment for services until the CAP is accepted and sufficient performance occurs.
Contractor shall submit original signed itemized invoices monthly.	<p>In a manner acceptable to the State, invoices must be submitted by the fifteenth (15th) of each month. If the fifteenth (15th) is on a weekend, the invoice is due on the last State work day prior to the fifteenth (15th).</p> <p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term.</p>	<p>Two hundred dollars (\$200) per State work day after the deadline that the report is not received and acceptable to the State.</p> <p>DCCECE may require contractor to submit an acceptable Corrective Action Plan (CAP) to DHS within ten (10) business days of request. DHS may withhold payment for services until the CAP is accepted and sufficient performance occurs.</p>
Contractor shall submit an accurate final annual report.	<p>In a manner acceptable to the State, report must be submitted by a deadline approved by DHS.</p> <p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term.</p>	<p>Two hundred dollars (\$200) per State work day after the deadline that the report is not received and acceptable to the State.</p> <p>DCCECE may require contractor to submit an acceptable Corrective Action Plan (CAP) to DHS within ten (10) business days of request. DHS may withhold payment for services until the CAP is accepted and sufficient performance occurs.</p>
Contractor shall submit original final itemized invoice and final income/expense detailed statement.	<p>In a manner acceptable to the State, report must be submitted by a deadline approved by DHS.</p> <p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term.</p>	<p>Five hundred dollars (\$500) per State work day after the deadline that the report is not received, and acceptable to the State.</p> <p>Final payment may be withheld until an acceptable report is received by the State.</p>
Conflict of Interest Mitigation During the term of this	The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of	The Vendor will be fined five thousand dollars (\$5,000) per day for each day past five (5) days for

contract, the Contractor 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 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.	the contract.	each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined one hundred thousand dollars (\$100,000) 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.
Transition Planning 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. 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.	The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	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 the all elements of the transition are satisfied as determined by DHS.

REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. In addition to other remedies identified herein, one or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:

1. Contractor will be required to submit and implement an acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.

2. Payment may be withheld or reduced.
3. The Contract may be terminated.

The remedies listed above are in addition to all others available at law or equity.