

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE-BASED CONTRACTING**

Pursuant to Arkansas Code Annotated 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>A. Dental Services</p> <ol style="list-style-type: none"> 1. Contractor shall provide consultation, dental treatment, and referral service to all individuals residing at the Jonesboro Human Development Center (JHDC) who need dental services/treatments and who do not have an off-campus dentist. 2. Contractor shall provide dental services four (4) hours a day, one (1) day a month. 	<ol style="list-style-type: none"> 1. Contractor shall be responsible for all dental plans for individuals referred and scheduled by nursing staff and documents/services/treatment provided in the individual's chart maintained by JHDC. 2. Contractor shall document the provided dental service in the client's chart on the day of treatment. 3. Contractor must maintain one hundred percent (100%) compliance with this item throughout the term of the contract. 	<p>1st incident: A Corrective Action Plan, 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 shall be assessed in the following months' payments to the contractor for each thirty (30) day period the contractor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until contractor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>
<p>B. Transition Planning</p> <p>Ninety (90) days prior to the contract end date, the vendor shall submit to the Arkansas Department of Human Services (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 created during the life of the contract to DHS thirty (30) days prior to the contract end date. All</p>	<p>The contractor must maintain one hundred percent (100%) compliance with this item 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 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.</p>

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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.		

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.