

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING
OT Services-SEAHDC

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 contractor 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>Compliance</p> <p>Services must be provided as specified by the SEAHDC in accordance with federal, state, and institutional procedures, policies, guidelines, administrative orders, directives and applicable laws, rules, and regulations, including:</p> <ul style="list-style-type: none"> • Health Insurance Portability and Accountability Act (HIPAA) • Intermediate Care Facility for individuals with intellectual disabilities (ICF/IID) • The Commission on Accreditation for Rehabilitation Facilities (CARF) accreditation standards. • Business Associate Agreement 	<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 Contractor 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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>Licensure & Certification</p> <p>1. Contractor maintains a current, valid Arkansas Occupational Therapist license throughout the duration of the contract. The Contractor shall notify DHS immediately of any changes in licensure and certification.</p> <p>2. The Occupational Therapist shall have a current Tuberculosis (TB) free screening health certificate and shall maintain the health certificate throughout the contract period.</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</p>

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		<p>for each thirty (30) day period the Contractor 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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>Schedule The Contractor must provide occupational therapy hours as follows: approximately 1040 hours annually to individuals served at DHS Southeast Arkansas Human Development Center Occupational therapy services to include:</p> <ol style="list-style-type: none"> 1. Participation in Individual Program Plan (IPP) Development 2. Evaluation and assessment of each individual as needed 3. Therapy through direct contact for each individual determined to need occupational therapy services 	<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 Contractor 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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.
<p>Screening</p> <p>The Contractor must participate in the initial IPP (30-Day Review) for all individuals residing at the SEAHDC.</p> <p>The Contractor shall provide evaluations to all individuals who have been determined to need occupational therapy services through initial and annual screenings.</p> <p>The Therapist must write staff training plans that incorporate the IPP's short and long term goals and objectives.</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 Contractor 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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor</p>

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<p>Planning</p> <p>The Occupational Therapist must participate in the initial service planning for all individuals residing at SEAHDC and new admissions.</p> <p>The Occupational Therapist must attend or provide written planning input per ICF Standard W398 to the Nursing Service Unit Manager at the initial planning sessions.</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>file and contract termination.</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 Contractor 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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>Treatment</p> <ol style="list-style-type: none"> Individuals determined to need occupational therapy services must be provided direct therapy according to planned therapy programs prescribed by the Occupational Therapist and approved by the Interdisciplinary Team. The Occupational Therapist shall provide direct therapy and supervise indirect 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the</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</p>

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<p>therapy through staff members and/or parents involved with the clients.</p> <p>3. The Occupational Therapist must provide training and supervision to SEAHDC staff involved in the care of residents receiving these services. Training must include, without limitation, the following:</p> <ul style="list-style-type: none"> • Therapy techniques • Interventions and techniques to restore, maintain, and prevent regression in residents <p>4. The Contractor must provide emergency on-call occupational therapy services as needed.</p> <p>5. Services must be provided at the frequency stated in the individual's schedule and as stated in the individual's program plan (IPP).</p> <p>6. Modifications to services based on the individual's condition or needs must be prescribed and performed by the Occupational Therapist.</p> <p>7. Clients must receive services from the same occupational therapist throughout the duration of the contract unless otherwise approved by SEAHDC.</p>	<p>contract term as determined by DHS.</p>	<p>following months' payment to the provider for each thirty (30) day period the Contractor 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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>Evaluations</p> <p>1. All individuals receiving services must be evaluated annually by the Occupational Therapist.</p> <p>2. Annual evaluations must include written training plans as approved by the Occupational Therapist and propose short term and long-term goals and objectives in terms of developmental programming and supports to enable the individual to adapt to the environment.</p> <p>3. Annual evaluation documentation must be maintained in the individual's permanent record and will be reviewed annually by the Interdisciplinary team.</p> <p>4. Annual evaluations must be submitted for review by the Interdisciplinary Team at least</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 Contractor 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</p>

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<p>eight (8) business days prior to the individual's annual review.</p> <p>5. The Occupational Therapist shall conduct monthly evaluations on clients. Results of monthly evaluations must be sent to the Medical Department.</p>		<p>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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>Reporting</p> <p>1. The following documentation must be generated in compliance with ICF/IID regulations and CARF – The Rehabilitation Accreditation Commission standards:</p> <ul style="list-style-type: none"> • Progress Reports • Treatment Plans • Short-term goals and objectives • Long-term goals and objectives • Discharge Planning, showing demonstrated need for the person served to continue services <p>2. The Contractor must develop and maintain an IPP record of all occupational therapist services that meet ICF/MR regulations ICF standard W319.</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 Contractor 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 Contractor is in full compliance,</p>

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		maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.
<p>Participation</p> <p>1.The Occupational Therapist shall attend and participate in meetings and conferences as requested by the SEAHDC.</p> <p>2.The Contractor shall participate in discharge planning for all individuals who have received direct and indirect occupational therapy services and are being discharged from the Human Development Center</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 Contractor 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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>Supplies, Materials, Equipment</p> <p>The Occupational Therapist shall provide all supplies, material, and equipment for treatment services unless otherwise requested and approved by SEAHDC.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and</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>

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	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 to the provider for each thirty (30) day period the Contractor 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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>Incident Reporting</p> <p>Contractor must immediately report incidents in accordance with DHS Policy 1090 and other applicable federal and state laws and regulations.</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 Contractor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the</p>

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		<p>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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>Insurance</p> <p>A. Prior to contract award, the Contractor must furnish an approved "Certificate of Insurance" and must maintain the insurance Requirements throughout the contract and any/all extensions. The insurance shall not be modified without DHS approval.</p> <p>B. The Contractor shall maintain insurance for the contract period and any resultant renewals in the minimum amount:</p> <ul style="list-style-type: none"> • \$1,000,000 per occurrence general liability; and • \$3,000,000 aggregate, for professional liability, negligence, errors and omissions and public liability. <p>C. The insurance must have limits sufficient to cover losses resulting from or arising out of:</p> <ul style="list-style-type: none"> • Contractor's action or inaction in the performance of the contract by the Contractor, its agents, servants, and/or employees. <p>D. The insurance shall cover and continue to cover all occurrences during the term of this contract and any extensions thereof. All insurance policies shall be with a company licensed by the State of Arkansas to do business and to provide such policies.</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 Contractor 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</p>

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		invoices until Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.
<p>Record Keeping</p> <p>The Contractor must update client records at each client visit. Medical records are kept and maintained in the facility's medical department.</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 Contractor 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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>Criminal Background Checks</p> <p>The Contractor will perform criminal background checks on all proposed staff members. Pursuant to those background</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10)</p>

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<p>checks, no staff member shall be staffed on this project if they have committed an offense that would preclude licensure under Ark. Code Ann. § 17-3-102 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>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 to the provider for each thirty (30) day period the Contractor 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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>A. The 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 Arkansas DHS.</p> <p>B. The Contractor shall implement and maintain reasonable security procedures and practices regarding all protected health information and/or other confidential information as required by A.C.A § 4-110-104, The Personal Information Protection Act.</p> <p>C. The Contractor shall disclose any breaches of privacy or security by contacting the DHS Information</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 Contractor is not in full compliance with all requirements of the contract. The five</p>

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<p>Technology Security Office within one (1) business day of the breach at DHS.IT.Security.Team@dhs.arkansas.gov.</p> <p>D. The 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. The Contractor shall safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.</p> <p>F. The Contractor must maintain confidentiality and meet any applicable Privacy Act of 1974, Health Insurance Portability and Accountability Act (HIPAA), and Health Information Technology for Economic and Clinical Health (HITECH) Act requirements. Prior to award, the Contractor must complete and sign a Business Associate Agreement (BAA).</p>		<p>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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>Payment and Invoicing</p> <p>A. All invoices shall be forwarded to:</p> <p style="padding-left: 40px;">Southeast Arkansas Human Development Center Department of Human Services 1 Center Circle Warren, AR 71671</p> <p>B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.</p> <p>C. The State shall not be invoiced in advance of delivery and acceptance of any goods or services.</p> <p>D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.</p> <p>E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or</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 Contractor 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</p>

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<p>the Contract Number should be referenced on each invoice.</p> <p>F. Other sections of this <i>Bid Solicitation</i> may contain additional Requirements for invoicing.</p> <p>G. Selected Contractor must be registered to receive payment and future <i>Bid Solicitation</i> notifications. Contractors may register on-line at https://www.ark.org/vendor/index.html.</p>		<p>including without limitation, monetary damages, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>Mandated Reporting</p> <p>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> <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</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 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 penalties/damages differently per occurrence.

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<p>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>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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor file and contract termination.</p>
<p>Conflict of Interest Mitigation</p> <p>During the term of this contract, the Contractor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Contractor 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 Contractor 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 Contractor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>The Contractor 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 Contractor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Contractor 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 contractor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another contractor 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</p>	<p>The Contractor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Contractor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the contractor file. Final payment may be withheld from the contractor until all elements of the transition</p>

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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.		are satisfied as determined by DHS.
<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. For all FOIA requests received, the Contractor shall also notify DHS of the request at DHS.FOIA@arkansas.gov.</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 penalties, fees, and costs imposed on DHS associated with contractor's failure to timely and accurately</p>

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		<p>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 Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the contractor 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 contractor 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 contractor 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, contractor **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.