

## Attachment B – Draft Performance Standards

### ARKANSAS DEPARTMENT OF HUMAN SERVICES PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-1010 *et seq.*, the contractor **must** 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. The State may be open to negotiations of Performance Standards prior to Contract award, prior to the commencement of services, or at times throughout the Contract duration. 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.

- I. The contractor **must** comply with all statutes, regulations, codes, ordinances, licensure, and 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 **must** 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 vendor performance evaluation(s) to determine if the contractor’s performance is acceptable.
  
- IV. The following table sets forth service criteria for the Contract, the level of acceptable performance for each service criteria, and damages for failure to meet the acceptable performance level:

Criteria <sup>1</sup>	Acceptable Performance	Damages <sup>2</sup>
<i>Implementation &amp; Project Management Milestones</i>		
User Acceptance Testing (UAT) Plan	The UAT Plan <b>must</b> be completed and submitted to the Contract Monitor State by date agreed upon in Contract between State and Contractor.	1.5% of invoiced amount for Milestone for every day Milestone is late and the content is not able to be approved the State.
IT Testing Plan	The IT Testing Plan <b>must</b> be completed and submitted to the Contract Monitor State by date agreed upon in Contract between State and Contractor.	1.5% of invoiced amount for Milestone for every day Milestone is

		late and the content is not able to be approved the State.
Testing	All testing <b>must</b> be completed by the agreed upon deadline in the Contract.	1.5% of invoiced amount for every day Testing is not completed beyond the agreed upon deadline.
Operational Readiness Checklist	Each item on the Operational Readiness Checklist <b>must</b> be completed by the agreed upon deadline in the Contract.	1.5% of invoiced amount for Milestone for every day outstanding items remain past due date on Operational Readiness Checklist.
Exit Transition Plan	Exit Transition Plan <b>must</b> be submitted and approved by the Contract Monitor at least 60 days before the beginning of the Exit Transition period.	1.5% of invoiced amount for Milestone for every day Milestone is late and the content is not able to be approved the State.
<i>Assessments and Tier Determinations</i>		
Assessments & Tier Determinations	<ul style="list-style-type: none"> <li>i. At least 95% of DAAS assessments and tier determinations <b>must</b> be completed and returned to DHS or DHS' designee within the deadline agreed upon in the Contract.</li> <li>ii. At least 95% of DBHS assessments and tier determinations <b>must</b> be completed and returned to DHS or DHS' designee within the deadline agreed upon in the Contract.</li> <li>iii. At least 95% of DDS assessments and tier determinations <b>must</b> be completed and returned to DHS or DHS' designee within the deadline agreed upon in the Contract.</li> </ul>	To be negotiated with successful Vendor, with DHS having the final determination.
<i>Transformation Support</i>		
Training Prior to Go-Live	In each region of the state, the Vendor <b>must</b> conduct an in-person regional training thirty at least (30) days prior to the Year 1 of Operations.	To be negotiated with successful Vendor, with DHS having the final determination.
On-Site Coaching	All On-Site Coaching sessions requested by a provider or stakeholder <b>must</b> be scheduled and completed within 14 days of receipt of request.	To be negotiated with successful Vendor, with DHS having the final determination.

State Staff Training	All State staff training sessions requested by the State <b>must</b> be scheduled and completed within 14 days of receipt of request.	To be negotiated with successful Vendor, with DHS having the final determination.
Webinars	Within 180 days, at least 90% of providers and stakeholders <b>must</b> have received in-person training or <b>must</b> have attended at least one webinar.	To be negotiated with successful Vendor, with DHS having the final determination.
Helpline Answer and Abandonment Metrics	<ul style="list-style-type: none"> <li>i. 95% of all calls answered within 3 rings or 15 seconds;</li> <li>ii. Number of busy signals not exceeding 5% of the total incoming calls;</li> <li>iii. The wait time in queue not longer than 2 minutes for 95% of the incoming calls;</li> <li>iv. The abandoned call rate not exceed 3% for any month</li> </ul>	To be negotiated with successful Vendor, with DHS having the final determination.
Helpline Return Calls	<ul style="list-style-type: none"> <li>i. All calls requiring a call back to the Beneficiary or Provider returned within 1 Business Day of receipt;</li> <li>ii. For calls received during non-Business hours, return calls to Beneficiaries, Providers and Stakeholders made on the next Business Day.</li> </ul>	To be negotiated with successful Vendor, with DHS having the final determination.
<i>Quality Assurance</i>		
Tier Determinations	95% of reviewed tiers placements <b>must</b> be correct upon quality assurance review.	To be negotiated with successful Vendor, with DHS having the final determination.
<i>IT Platform</i>		
Availability	The Vendor's IT Platform <b>must</b> have an average monthly uptime of 99.8%, except for planned down-times approved by the Contract Monitor in writing.	To be negotiated with successful Vendor, with DHS having the final determination.

<sup>1</sup> These standards 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.

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

## ADDITIONAL REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance of all provisions and Performance Based Standards in this contract and meeting the Service Criteria **must** be determined in the reasonable 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 or a failure to meet a Service Criteria:

1. The Contractor will be required to submit and implement a reasonable acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.
2. Payment may be withheld or reduced pending satisfactory implementation of the plan.

3. The Contract may be terminated.

**The remedies listed above are in addition to all others specifically set forth herein, or any other remedies available at law or equity.**