

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
REGULARLY SCHEDULED SERVICE		
<p>A. Service Schedule Contractor shall provide on-site shredding services for the number of secure document containers, at the frequency, and at each pick-up location specified in the Table 2 DHS Service Schedule.</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>The Vendor shall be fined two hundred fifty dollars (\$250) per day for each day past two (2) days for each failure to provide service at a given location. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>The Vendor shall be fined five hundred dollars (\$500) for the first failure to comply with the CAP developed by the Vendor and approved by DHS.</p> <p>Each subsequent violation of the CAP shall be twice the amount of the immediately preceding violation fine.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>B. Same Day Shredding Contractor shall entirely shred and remove the contents of all secure document containers at each location on the scheduled day.</p>	<p>Acceptable performance is defined as one hundred percent (100%)</p>	<p>The Vendor shall be fined two hundred fifty dollars (\$250) per day for each day past two (2) days for each</p>

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	<p>compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>failure to provide service at a given location. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>The Vendor shall be fined five hundred dollars (\$500) for the first failure to comply with the CAP developed by the Vendor and approved by DHS.</p> <p>Each subsequent violation of the CAP shall be twice the amount of the immediately preceding violation fine.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>C. Service Calendar The Contractor shall provide DHS will an annual calendar of regular service for each service location listed in Table 2 DHS Service Schedule within thirty (30) days of contract start. This service calendar must account for all State holidays.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance</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 ten</p>

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	throughout the contract term as determined by DHS.	<p>percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>D. Service Calendar Change Notification The Contractor shall provide written notification of any changes to the service calendar to the DHS designees no fewer than ten (10) business days prior to the effective date of the change.</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each</p>

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		<p>thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>E. Delayed Service In the case of a delay in regularly scheduled service, the Contractor shall notify the DHS-designee as soon as the delay is identified but no later than 9 a.m., Central time, the day of service. The delayed service must be completed within three (3) business days of the service calendar date.</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>The Vendor shall be fined two hundred fifty dollars (\$250) per day for each day past two (2) days for each failure to provide service at a given location. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>The Vendor shall be fined five hundred dollars (\$500) for the first failure to comply</p>

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		<p>with the CAP developed by the Vendor and approved by DHS.</p> <p>Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>F. Initiating Site Access DHS office site access begins at 8:00 a.m. and is extended to no later than 4:30 p.m. The Contractor shall initiate site access each no earlier than 8:00 a.m. or no later than 4:00 p.m. to complete service provision by 4:30 p.m. In all instances, Contractor shall arrive in sufficient time to complete all service by 4:30 p.m.</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be</p>

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		<p>calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
PURGE SERVICES		
<p>G. Purge Completion Period Contractor shall complete each requested quarterly field office purge and each requested monthly central office purge within forty-eight (48) hours of the scheduled start.</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>The Vendor shall be fined two hundred fifty dollars (\$250) per day for each day past two (2) days for each failure to provide service at a given location. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>The Vendor shall be fined five hundred dollars (\$500) for the first failure to comply with the CAP developed by the Vendor and approved by DHS.</p> <p>Each subsequent violation of the CAP shall be twice the amount of the</p>

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		<p>immediately preceding violation fine.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>H. Purge Service Calendar The Contractor shall provide DHS will an annual calendar of quarterly field purge dates for each field service location listed in Table 2 DHS Service Schedule and monthly central purge service dates for the central location within thirty (30) days of contract start. This service calendar must account for all State holidays.</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to</p>

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SHREDDING		
<p>I. On-Site Shredding Contractor shall shred all material at the specified DHS location immediately upon removal from the office, and that process shall be witnessed by the County Administrator or designee. No materials shall be left on a transportation vehicle overnight for shredding the next working day or transported to another location for shredding.</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>The Vendor shall be fined two hundred fifty dollars (\$250) per day for each day past two (2) days for each failure to provide service at a given location. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>The Vendor shall be fined five hundred dollars (\$500) for the first failure to comply with the CAP developed by the Vendor and approved by DHS.</p> <p>Each subsequent violation of the CAP shall be twice the amount of the immediately preceding violation fine.</p> <p>DHS reserves the right to impose additional penalties including without limitation,</p>

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<p>J. Regulation Compliance Contractor shall conform to all applicable federal, state and local laws within the various jurisdictions as well as all applicable environmental regulations. All work performed pursuant to this contract must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations, including but not limited to those set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) governing the use and handling of patients' protected health 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>The Vendor shall be fined two hundred fifty dollars (\$250) per day for each day of non-compliance at a given service location. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>The Vendor shall be fined five hundred dollars (\$500) for the first failure to comply with the CAP developed by the Vendor and approved by DHS.</p> <p>Each subsequent violation of the CAP shall be twice the amount of the immediately preceding violation fine.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below</p>

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		standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
<p>K. Certificate of Destruction Upon completion of the shredding operation, a certificate of destruction must be furnished, stating the number of containers, the volume of the material shredded, and the certification that the material was shredded. This certificate must be signed by the Contractor's personnel and the County Administrator or designee and it must accompany invoices for payment. A copy of the certificate shall remain with DHS personnel.</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>The Vendor shall be fined two hundred fifty dollars (\$250) per day for each day the certificate is late at a given location. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>The Vendor shall be fined five hundred dollars (\$500) for the first failure to comply with the CAP developed by the Vendor and approved by DHS.</p> <p>Each subsequent violation of the CAP shall be twice the amount of the immediately preceding violation fine.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>L. On-Request Certificate of Destruction If DHS personnel requires a separate destruction certificate for specific material, it shall be provided by Contractor personnel.</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>The Vendor shall be fined two hundred fifty dollars (\$250) per day for each day the certificate is late at a given location. A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>The Vendor shall be fined five hundred dollars (\$500) for the first failure to comply with the CAP developed by the Vendor and approved by DHS.</p> <p>Each subsequent violation of the CAP shall be twice the amount of the immediately preceding violation fine.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>M. Disclosure Notification The Contractor shall inform the State immediately of any use or disclosure of confidential material.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all</p>	<p>The Vendor shall be fined two hundred fifty dollars (\$250) per day for each day Vendor fails to notify DHS per instance. A</p>

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	<p>service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>The Vendor shall be fined five hundred dollars (\$500) for the first failure to comply with the CAP developed by the Vendor and approved by DHS.</p> <p>Each subsequent violation of the CAP shall be twice the amount of the immediately preceding violation fine.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
STAFF		
<p>N. Staff Conduct Contractor's personnel shall exhibit proper conduct while on DHS premises. This includes adhering to:</p> <ul style="list-style-type: none"> no-smoking ordinances (The Arkansas Clean Indoor Air Act of 2006, https://www.arkleg.state.ar.us/Acts/Document?type=pdf&act=8&ddBienniumSession=2005%2FS1) drug- and alcohol-free workplace policy (https://humanservices.arkansas.gov/images/uploads/policies/DHS_Policy_1087.pdf) 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance</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 ten</p>

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<ul style="list-style-type: none"> treating employees courteously (https://humanservices.arkansas.gov/images/uploads/policies/DHS%20Policy%201084.pdf). <p>DHS may require Contractor to replace any employee that violates this provision.</p>	<p>throughout the contract term as determined by DHS.</p>	<p>percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>O. Material Transport Contractor personnel shall transport all material to the mobile shredding unit for destruction.</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</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 ten percent (10%) penalty will be assessed in the</p>

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	DHS.	<p>following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>P. Central Staffing Due to the larger amount of material at the Central office, the Contractor shall provide a minimum of two (2) personnel for Central service. Contractor shall, at all times, provide a sufficient number of personnel to timely complete the shredding services.</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each</p>

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		<p>thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>Q. DHS Escort Contractor personnel shall be escorted by a DHS-designee at all times while on DHS premises.</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%)</p>

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EQUIPMENT		
<p>R. Provision of Secure Document Containers Contractor shall supply each pick-up location with the number of secure document destruction containers to collect materials for shredding according to Table 2 DHS Service Schedule.</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be</p>

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<p>S. Maintenance of Secure Document Containers Contractor shall be responsible for maintaining all secure document containers in good working order, cleaning bins as necessary, and providing replacement or additional bins as may be requested by DHS during the term of the contract and any extensions. Receptacles that are damaged due to normal wear and tear must be replaced at no cost to the State.</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified</p>

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		<p>month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>T. Distribution of Secure Document Containers Contractor shall distribute all secure document containers set out in Table 2 DHS Service Schedule within thirty (30) calendar days of contract start.</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p>

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		<p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>U. Collection of Secure Document Containers Contractor shall perform a final shredding process and remove all contractor owned secure document containers within ten (10) business days of the contract end date.</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right</p>

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		to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
INVOICING		
<p>V. Central Invoice Submission</p> <p>For each invoicing period, the contractor shall prepare and submit original invoices for each DHS account at the corresponding address specified in the 'Account & Invoicing Directory.' Accurate invoices must be submitted to DHS by the fifteenth (15th) of the month following the month of service.</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose</p>

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		<p>additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>W. Field Office Invoice Submission For each invoicing period, the contractor shall prepare and submit a single invoice to the DHS designee inclusive of all DHS field locations for that period. Accurate invoices must be submitted to DHS by the fifteenth (15th) of the month following the month of service.</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation,</p>

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<p>X. Field Office Invoice Field office invoices must contain the Contract number, Purchase Order number, and Total Invoiced amount. In addition, field office invoices must break out the following information by each field service location:</p> <ul style="list-style-type: none"> • Number of containers; • Frequency of service; • Base service cost; • Purge/overage cost; • any associated taxes for that location; • a total amount for the invoice period; and • an attached Shredding Receipt signed by DHS personnel. 	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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until</p>

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		Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
<p>Y. Invoice Summary For each invoicing period, the Contractor shall prepare and submit a universal invoice summary to the DHS contract manager inclusive of all DHS invoicing to all accounts and all service locations for that 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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a</p>

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		below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
ACCOUNTS		
<p>Z. Distinguishing Service Accounts</p> <p>The Contractor shall distinguish between account service usage at the Central location through employing a unique numbering or marking system on secure document containers. For example, a container may be marked with 'DDS 014' to distinguish the container as part of the Division of Disability Services account. Contractor shall change designations and add/subtract/modify service accounts as instructed by DHS, without charge.</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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		Vendor Performance Report (VPR) in the vendor file and terminating the contract.
STANDARD		
<p>AA. 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:</p> <ol style="list-style-type: none"> 1. That a child has been subjected to child maltreatment; 2. Died as a result of child maltreatment; 3. Died suddenly and unexpectedly; 4. Observes a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. <p>or</p> <ol style="list-style-type: none"> 5. That 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 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>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>	<ol style="list-style-type: none"> 1. For each failure to report, 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. DHS may elect to calculate penalties/damages differently per occurrence. 2. In addition to the above penalties, DHS reserves the

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.
BB. Conflict of Interest Mitigation During the term of this contract, the Vendor 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 the Department of Human Services (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 Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	The Vendor 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 Vendor shall be fined ten thousand dollars (\$10,000) 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.
CC. 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	The Vendor must maintain one hundred percent (100%) compliance with this item at all times	If the Vendor fails to meet the acceptable performance standard, DHS may issue a below

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>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 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.</p>	<p>throughout the term of the contract.</p>	<p>standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.</p>
<p>DD. 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.</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

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		<p>calculated from the projected total yearly contract amount for the contract, as determined by DHS.</p> <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 vendor's failure to timely and accurately 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor 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 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.