

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

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 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:

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<p>Compliance The Contractor shall in accordance with these specifications, furnish the required lab, personnel, transportation, materials, tools, and equipment necessary for the specimen collection, testing, confirmation testing, and expert testimony.</p> <p>A. Compliance Contractor shall provide drug and alcohol testing in accordance with state and federal laws, rules, and regulations, the Americans with Disabilities Act (ADA), and the DHS Drug-Free Workplace Policy. DHS is not regulated by the U.S. Department of Transportation (DOT). However, DHS requires a similar testing approach.</p> <p>B. Insurance Requirements</p> <ol style="list-style-type: none"> 1. The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, or employees. 2. Liability Limits: <ol style="list-style-type: none"> a. Workers Compensation and Liability Policy Workers Each Occurrence Statutory Limits Employers Liability \$1,000,000 each accident b. Comprehensive General Liability Policy Premises and Operations Personal Injury c. Each item in section B must have: Bodily Injury \$500,000 each person \$500,000 each occurrence Property Damage \$1,000,000 each occurrence \$1,000,000 each aggregate 3. Prior to contract awarding, the Contractor must furnish an approved "Certificate of Insurance" and must 	<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 Vendor 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

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<p>maintain the insurance requirements throughout the contract and any/all extensions.</p>		
<p>Preparation Collection sites shall be free of access to soap dispensers or other materials that could be used to adulterate the urine sample, have adequate lighting, are secure, and dedicated solely to specimen collection during collection.</p> <p>Testing devices shall be used in accordance with the manufacturer's test kit instructions, if required, and in accordance with A.C. A Section § 11-14-101 et seq. Expired test kits are prohibited.</p> <p>Bluing agent (dye) is used in the urinal, toilet bowl and toilet tank where urine collection will be conducted, and access to no other water exists within the enclosure where urination will occur.</p> <p>Contractor shall provide all necessary supplies for specimen collection.</p> <p>Contractor shall use sealed collection kits containing all necessary materials.</p> <p>Contractor shall get a photocopy of identification of the person to be tested.</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 Vendor 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Collection Sites Collection of specimens shall be the responsibility of the Contractor.</p> <p>The Contractor shall establish and maintain multiple specimen collection sites that may include, without limitation, medical clinics, doctor's offices, and other approved collection sites. Collection site locations must be geographically located no more than thirty (30) miles from any DHS office. Any changes in collection site(s) throughout the duration of the contract must be approved, prior to</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</p>

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<p>usage, by DHS.</p> <p>The Contractor must have the capability to render after-hours services. After-hours is defined as 5:01pm- 6:59am CDT, Monday-Friday and 12:00 am-12:00 pm (mid-night) CDT, Saturday-Sunday. After-hours services must be available, on an as-needed basis. DHS has facilities that operate twenty-four (24) hours a day, seven (7) days a week in which may require services at any point. These facilities include:</p> <ul style="list-style-type: none"> • Human Development Centers (HDC's) • Civilian Student Teacher Program (CSTP) • Arkansas Health Center (AHC) • Arkansas State Hospital (ASH) • Arkansas Juvenile Assessment & Treatment Center (AJATC) 		<p>period the Vendor 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Specimen Collection</p> <p>Collection sites must have trained certified staff to collect specimens and follow proper chain of custody, privacy, and confidentiality procedures.</p> <p>The temperature of the urine specimen must be measured and recorded. The results must be documented on the electronic chain of custody form. Specimen collections outside the normal temperature range must be sent for confirmatory testing regardless of the screen test result.</p> <p>The color and appearance of the urine specimen must be inspected for any signs of contamination and any unusual findings must be noted on electronic chain of custody form. If adulteration is suspected, this could be considered a valid reason for collecting a second sample under direct observation. All samples suspected of adulteration shall be sent for a confirmatory test regardless of the screen test results.</p> <p>The employee shall be allowed to wash his or her hands with soap after the screening test.</p> <p>1. The collector must prepare, in the</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 Vendor 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</p>

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<p>employee's presence, the specimen for mailing or otherwise transporting according to the SAMHSA (Substance Abuse and Mental Health Services Administration) approved laboratory's instructions and ensure the package is properly secured to prevent tampering or leakage.</p> <p>2. Unless there is reason to believe a person will, or has attempted adulteration, specimen collection will be unobserved. Any unnecessary articles (except the wallet), i.e. coat, jacket, pocket contents, purse, briefcase, etc., must be removed and left outside the stall or partitioned area and remain in the presence of the collector or observer until urination is complete.</p> <p>3. When the collector determines that a person has adulterated, or attempted to adulterate a specimen, or attempted to substitute a specimen, then future specimen collection for that person shall be directly observed in accordance with the procedures in 49 CFR, Part 40, and reported to the DHS representative. Procedures for observed collection are the same as for unobserved collection except the collector must be positioned to see the urine stream leaving the body and entering the test cup.</p> <p>4. If a person is unable to provide a specimen, the person must remain in the view of the collector or observer until specimen is collected or for two (2) full hours, whichever comes first. The person may be offered up to eight (8) ounces of water every thirty (30) minutes to assist in specimen production. If a specimen is not provided within two (2) hours, it will be reported to the Medical Review Officer (MRO) who will verify whether the person has a valid medical explanation. Results must be reported immediately to DHS.</p> <p>5. All specimens must be kept in view of the donor until the sample specimen collection activity is complete for that person, and/or the specimen container is sealed to meet chain of custody requirements.</p> <p>6. Information regarding the screening test must be recorded on the electronic chain of custody form.</p> <p>7. The donor's specimen sample must be sent to the lab in a secure manner. An electronic copy of the chain of custody</p>		<p>damages, 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>

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<p>form must be provided to the lab for completion.</p> <p>8. Confirmation results and reports of the presence of adulterants, low creatinine, or low specific gravity must be reported to the DHS representative no later than forty-eight (48) hours.</p>		
<p>Chain of Custody</p> <p>1. The Contractor shall provide an electronic version of the traditional chain of custody form and shall be transmitted electronically to the lab and DHS. Prior to the usage of the electronic chain of custody form, the Contractor shall provide it to DHS for approval. DHS reserves the right to request changes to the form.</p> <p>2. The Contractor must ensure confidentiality and secure handling procedures are in place for every step in the process of collecting, transporting, testing, and reporting of results.</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 Vendor 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Testing</p> <p>Contractor must perform a five (5) panel standard drug test (non-DOT) for all pre-employment screenings.</p> <p>Contractor shall have the ability to perform expanded panel testing, breathalyzers, oral swab testing, and any combination of tests</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable</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</p>

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<p>needed upon request by DHS.</p> <p>The Contractor shall use appropriate onsite collection measurements and testing devices for initial screenings using DOT-regulated methodology to confirm all positive screen results.</p> <p>As technology develops and new, more accurate methods of testing are available, DHS reserves the right to request the newest testing methods as they become available.</p>	<p>performance throughout the contract term as determined by DHS.</p>	<p>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 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Substances</p> <p>The Contractor shall must be able to detect the following substances:</p> <ol style="list-style-type: none"> Amphetamines Marijuana metabolites Cocaine metabolites Opiates metabolites Phencyclidine (PCP) Alcohol <p>Contractor must have the ability to test for other controlled substances, if requested by DHS. Additional substances and custom test panels, that are not identified or unknown at the time of contract award, may be requested.</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 Vendor 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</p>

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Cutoff Concentrations Contractor must use the cutoff concentrations in accordance with the DOT rule 49 CFR Part 40, Section 40.87 for all drug and alcohol testing.	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.	1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 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 Vendor 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. 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.
Laboratory The lab must perform the tests indicated on the chain of custody form.	Acceptable performance is defined as one hundred	1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall

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<p>Results shall be made available to DHS electronically within forty-eight (48) hours of the specimen collection by confidential and secured electronic communication directly to the DHS designee. At the sole discretion of DHS, the forty-eight (48) hours reporting standard may be extended due to bad weather conditions or transportation delays beyond the control of Contractor, or in individual cases where initial positive test results require more time for additional testing and MRO review process.</p>	<p>percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>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 Vendor 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Confirmation Testing Contractor shall provide a Medical Review Officer (MRO) to review specimen when an initial test is "positive." A "positive" determination by the lab means the individual failed to pass the drug/alcohol test.</p> <p>The MRO shall communicate positive confirmation test results directly with the individual tested and must notify DHS immediately after the positive test is confirmed.</p> <p>The MRO will be the point of contact with the employee and/or his/her physician regarding results and second confirmation requests.</p> <p>The MRO shall report all (positive and</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 Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total</p>

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<p>negative) results within forty-eight (48) hours of a final disposition of the specimen to the Contractor. Any anticipated delays must be immediately reported to the DHS designee including reason for the delay and anticipated timeframe for completion.</p> <p>When an initial specimen sample tests “positive”, then confirmatory testing shall be conducted by following certifiable re-testing process and procedures, the lab must report confirmed positive test results in a confidential manner to the MRO within forty-eight (48) hours.</p>		<p>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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Frequency Of Testing</p> <p>Contractor must provide written procedures for after-hours collection and testing that may be requested by DHS.</p> <p>Contractor must respond to DHS requests for collection and testing within six (6) hours of the request.</p> <p>The Contractor shall test self-disclosed employees designated by DHS for follow-up testing.</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 Vendor 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 Vendor is in full compliance, maintaining a below standard Vendor</p>

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<p>Random Testing The Contractor shall not establish a predictable pattern for testing. (Note: Selection for testing does not remove a "safety sensitive" position employee from the eligible pool.)</p> <p>DHS and the Contractor shall jointly establish notification procedures that uphold the integrity of the testing program by limiting notification to that which is necessary to accomplish true unannounced, random testing of employees.</p> <p>Contractor must provide a computer program to select the positions/employees, or DHS may develop its own computer program for random selection, and then provide the employee names for testing to the employee supervisor and the Contractor. The numbers to be tested shall not be burdensome to DHS but shall be sufficient to meet DHS drug/alcohol testing policies and to minimize disruption to office operations and minimize costs to DHS.</p> <p>When it is necessary to involve an individual other than the employee to be tested in the notification process, the Contractor shall contact DHS for guidance.</p> <p>When an employee is not on duty for notification or testing, the Contractor shall not remove that employee from the testing schedule but shall coordinate with the DHS contact person.</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>Performance Report (VPR) in the vendor 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 Vendor 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Reporting The Contractor shall provide upon request a yearly/monthly report regarding DHS testing activity. The requested information should include at minimum the following:</p> <ul style="list-style-type: none"> • the number of individuals tested • the number of positive • and negative test results 	<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</p>

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		<p>period the Vendor 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Website Requirements</p> <p>The Contractor shall provide a secure and confidential, web-based reporting tool accessible through a protected server enforced through access control, auditing, and encryption. Contractor must maintain and manage user accounts. Contractor must be able to track logging and provide tracking information upon request by DHS.</p> <p>Users must be able to export and download data from the website. The Contractor shall provide unlimited access to DHS authorized personnel and must have the ability to download testing results for each tested individual, by division or cost center code, daily. DHS reserves the right to add, remove, or modify authorized personnel.</p> <p>Services under this contract shall include a secure web-based reporting program that can export downloadable testing results of each tested individual and must be compatible with existing DHS software and any upgrades to these software programs. The reporting program must be accessible through a secure and protected server provided by the Contractor.</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 Vendor 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</p>

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<p>Confidentiality Reports of the test results shall be held strictly confidential and must be submitted only to the authorized DHS representative(s). The Contractor shall not disclose employee testing information, except as required legally or as authorized by contractual agreement, DHS policy or the DHS Director. Testing information, i.e. results, unusual occurrences, etc. shall be transmitted and or forwarded by confidential/secured electronic format.</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 Vendor 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Expert Testimony Upon DHS request, the Contractor shall provide expert witness testimony and documentation regarding employee drug/alcohol testing activity at no additional charge, except for State allowable travel expenses, should test procedures or results</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for</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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<p>be questioned in an administrative grievance process, legal processes, trials, or arbitration or any other tribunal. In lieu of providing Expert Witness testimony, in person, other available services/procedures (e.g. depositions, telephone interview, teleconferencing, etc.) may be considered.</p>	<p>acceptable performance throughout the contract term as determined by DHS.</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 Vendor 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Out of State Testing In the event that an out of state test is requested by DHS, the Contractor shall coordinate with partners to provide drug and/or alcohol testing.</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 Vendor 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>

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<p>Customer Service Contractor shall be responsible for ensuring customer satisfaction.</p> <p>Collection site personnel shall maintain a positive, professional, and helpful attitude. Staff must communicate with clients in a clear and friendly manner.</p> <p>Contractor shall provide reasonable accommodations in the drug and alcohol screening process for individuals with disabilities.</p> <p>Contractor must assign a primary contact for DHS to contact to address questions, provide helpful information, and respond to complaints. Contractor must acknowledge and resolve complaints.</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 Vendor 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

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<p>Payment and Invoicing All invoices shall be forwarded to: <i>DHS/Office of Human Resources</i> <i>PO Box 1437 / Slot W301</i> <i>Little Rock, AR 72203 - 1437</i></p> <p>Invoices will be a single source billing where the subcontractor(s) will submit invoices to the Contractor and the Contractor will forward monthly invoices to DHS.</p> <p>Each invoice submitted must include the following information:</p> <ol style="list-style-type: none"> 1. Employee/Applicant Processed 2. Date(s) of testing and/or date of test results 3. DHS Division/Cost Center to be charged (critical) 	<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 Vendor 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 Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Mandated Reporting 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. A child has been subjected to child maltreatment; b. A child died as a result of child 	<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

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<p>maltreatment;</p> <p>c. A child died suddenly and unexpectedly; or</p> <p>d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. or</p> <p>e. 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> <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>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.</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>
<p>Conflict of Interest Mitigation</p> <p>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.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>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</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		immediately preceding violation fine.
<p>Transition Planning Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</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>The Vendor must maintain one hundred percent (100%) compliance with this item at all times 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 (VPR) maintained in the vendor file.</p> <p>Final payment may be withheld from the vendor until all elements of the transition are satisfied as determined by DHS.</p>
<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.</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.

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		<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.