

**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><b>Telephone, Communications</b></p> <ol style="list-style-type: none"> <li>1. Contractor must have an operational toll-free number, within the United States, to access all services. The toll-free number must be maintained throughout the life of the contract including any amendments or extensions thereof.</li> <li>2. Contractor shall designate a customer service manager to oversee requests for services under this IFB. The Contractor must provide a separate escalation telephone number for DHS to contact the customer service manager directly. The customer service manager's direct telephone number shall be provided upon contract start.</li> <li>3. Contractor must ensure representatives are available twenty-four (24) hours daily to answer calls.</li> <li>4. During high volume calls, after hours, and late hours, a voice message system shall be utilized. Call left on the voice message system or requiring a call back must be returned within thirty (30) minutes. The Contractor must provide a list of calls not returned within thirty (30) minutes and include an explanation for each call not returned.</li> <li>5. Call backs must be returned in the order which they are received.</li> <li>6. Contractor shall answer an incoming call, or have it transferred to a message system, within five (5) rings. DHS will place calls at random to verify compliance.</li> <li>7. Representatives answering calls must have strong communications skills and the ability to direct calls as needed. Contractor must ensure staff is trained in customer service.</li> <li>8. Contractor shall not charge DHS when returning phone calls unless interpreter services are being provided.</li> <li>9. Contractor must have "land-line" call center capabilities operational at the</li> </ol>	<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 for each occurrence 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 for each occurrence 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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time of the bid response. Land-line capabilities must be maintained throughout the life of the contract or extensions.		
<b>Video, Conferencing</b> Interpreters and translators providing services remotely <b>must</b> have a video conferencing equipment to maintain high-quality audio and video.	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 ten percent (10%) penalty for each occurrence 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 for each occurrence 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.
<b>Interpreter Services</b> The Contractor shall provide certified and non-certified interpreters of foreign language (simultaneous and/or consecutive).  1. Skills, Interpreter <ul style="list-style-type: none"> <li>a. Both Certified and Non-Certified Interpreters must have the ability to easily interpret what is being said in a clear and comprehensible manner.</li> </ul>	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.	Inability to provide the requested services may result in the following  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

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<p>b. Both Certified and Non-Certified Interpreters must make every effort to assure the client has understood questions, instructions and other information transmitted by the using agency.</p> <p>c. Both Certified and Non-Certified Interpreters must never add nor subtract anything that is being communicated by the person with LEP/NEP or the corresponding individual(s).</p> <p>d. Certified and Non-Certified Interpreters must be familiar with basic medical and legal terminology.</p> <p>Certified Interpreters shall be familiar with the laws of the State of Arkansas regarding:</p> <ul style="list-style-type: none"> <li>• Courtroom testimony and sworn deposition statements.</li> <li>• Certified Interpreters shall not interrupt the proceedings or unduly delay the testimony in a court of law.</li> <li>• They shall not take sides, show bias or deference to either party, and never show emotion or reaction to testimony.</li> <li>• Both Certified and Non-Certified Interpreters shall be familiar with and show respect in both attire and conduct to rules of a professional environment.</li> <li>• Follow professional rules of Courts regarding cell phones, computers, or other electronic devices.</li> </ul>		<p>(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><b>Translation Services</b></p> <p>The Contractor shall provide translation, proofing, and editing of documentation by qualified and experienced translators and output in the media format required by DHS.</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>Inability to provide the requested services may result in the following:</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</p>

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		<p>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><b>Translation Authentication</b> In the event a claim of inaccuracy is authenticated by two (2) or more foreign language specialists engaged by the using agency, the contractor shall have the responsibility to dispute the findings.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>For incidents in which Contractor assumes financial liability for correction of inaccuracies, the cost of that correction will be deducted from one (1) or more subsequent Contractor invoices.</p> <p>Three (3) or more incidents of properly verified translation inaccuracies within one (1) contract year may be grounds for termination.</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)</p>

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<p><b>Scheduling</b></p> <ol style="list-style-type: none"> <li>1. Services must be available as requested including during normal business hours, after hours, late hours, weekends, and holidays.</li> <li>2. Contractor shall provide pre-scheduling of interpreter appointment times. Contractor must adhere to Arkansas time zone (Central Time).</li> <li>3. Contractor shall not delay interpreter activities. The service should be based on the requirements of DHS and not when an interpreter is available.</li> <li>4. Once an appointment has been accepted, the Contractor shall be responsible for keeping the appointment. Contractor cannot provide substitutes or outsource with prior written approval from DHS.</li> </ol> <p>Contractor shall arrive on time to the scheduled appointment.</p> <p>Contractor must keep accurate records of all appointments.</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>in the vendor file and contract termination.</p> <p>For incidents of failure to attend a scheduled assignment, DHS will deduct the specified amount from the one (1) or more of the vendor's subsequent invoices until the full amount is recouped.</p> <p>For other kinds of incidents under this service criteria the following damages apply:</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><b>Cancellations, Contractor</b> All call-in(s) or cancellation(s) by the</p>	<p>Acceptable performance is defined as one</p>	<p>If a Contractor's staff fails to attend a scheduled</p>

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<p>Contractor's staff must be communicated to the DHS requestor a minimum of two (2) hours prior to the start of a scheduled assignment.</p>	<p>hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>assignment or provide a qualified substitute, the Contractor shall reimburse DHS for two (2) hours of the Contractor's hourly fee. The fee shall be deducted from the agency invoice of the next scheduled appointment by the Contractor.</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><b>Confidentiality</b> Contractor shall provide for physical and electronic safety of all Protected Health Information generated or acquired by the Contractor when providing services. All information gathered, learned, or relayed</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>

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<p>while providing services under this IFB shall remain confidential. The Contractor shall be bound by confidentiality of any information that its employees may become aware of during performance of tasks.</p>	<p>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><b>Statutes, Regulations, and Policies</b> Contractor, subcontractor(s), and personnel must comply with federal and state laws and regulations, including without limitation: Health Insurance Portability Accountability Act (HIPAA), Arkansas Personal Information Protection Act, Americans with Disabilities Act (ADA), Privacy Act and consistent with the Business Associate Agreement (BAA) executed between the parties.</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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		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.
<b>Insurance Requirements</b> A. Contractor must furnish an approved "Certificate of Insurance" and must maintain the following insurance requirements throughout the contract period:  B. The Insurance shall not be modified without DHS approval.  C. The Contractor shall maintain insurance for the contract period and any resultant renewals in the minimum amounts specified in the IFB.  D. The insurance must have limits sufficient to cover losses resulting from, or arising out of: <ul style="list-style-type: none"> <li>Contractor's action or inaction in the performance of the contract by the Contractor, its agents, servants, employee's, or subcontractors.</li> </ul> E. The insurance shall cover and continue to cover all occurrences during the term of this contract and any extensions thereof.  F. Prior to contract start and upon request, Contractor must submit a current Certificate of Insurance as evidence that policies are in full force and effect.  G. Contractor shall notify DHS, not less than forty-five (45) days in advance of any non-renewal, cancellation, or expiration of the Contractor's insurance policy. In the event DHS receives a notice of non-renewal, the Contractor shall provide DHS with an insurance policy from another carrier	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.

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<p>at least thirty (30) days prior to the expiration of the insurance policy then in effect.</p> <p>H. All insurance policies shall be with a company licensed by the State of Arkansas to do business and to provide such policies.</p>		
<p><b>Criminal Background Checks</b></p> <p>A. Contractor must provide DHS with copies of criminal background checks upon request.</p> <p>B. Prior to Anticipation to Award and when requested by DHS, the Contractor must provide, at no cost to the State of Arkansas, the following Criminal Background Check Reports on:</p> <ul style="list-style-type: none"> <li>• The Contractor</li> <li>• The Supervisors and Employees.</li> </ul> <p>C. All employees providing Interpreter Services must pass a criminal background check prior to the commencement of their work. No employee shall be scheduled to commence work until and unless they have passed a criminal background check.</p> <p>The Contractor shall utilize ASP for all background reports.</p> <p>Contractor shall immediately notify DHS of any changes or substitution of employees assigned to the locations.</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><b>Invoice Provisions</b></p> <ol style="list-style-type: none"> <li>1. All invoices shall be forwarded to designated DHS staff.</li> <li>2. Contractor must index each instance of service to the requesting DHS division or office.</li> <li>3. Contractor must submit distinct invoices including that unique</li> </ol>	<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</p>

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<p>purchase order number for each DHS division and office.</p> <p>4. Invoices must be submitted by the 15<sup>th</sup> of each month for services provided in the prior month.</p> <p>5. Contractor shall submit any reporting to DHS required under the contract with monthly invoicing, including without limitation Sections 2.4.B (4) and 2.10.C of the IFB.</p>		<p>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><b>Mandated Reporting</b> 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"> <li>A child has been subjected to child maltreatment;</li> <li>A child died as a result of child maltreatment;</li> <li>A child died suddenly and unexpectedly; or</li> <li>Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment.</li> </ol> <p>or</p> <ol style="list-style-type: none"> <li>An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-</li> </ol>	<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"> <li>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</li> <li>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.</li> </ol> <p>In addition to the above</p>

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<p>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>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><b>Conflict of Interest Mitigation</b></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 immediately preceding violation fine.</p>
<p><b>Transition Planning</b></p> <p>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 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. Final payment may be</p>

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<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>withheld from the vendor until all elements of the transition are satisfied as determined by DHS.</p>
<p><b>Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</b></p> <ol style="list-style-type: none"> <li>1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request.</li> <li>2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</li> <li>3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A).</li> </ol> <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"> <li>1. For each failure to meet performance standard, DHS may impose: <ol style="list-style-type: none"> <li>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</li> <li>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.</li> </ol> </li> </ol> <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</p>

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		<p>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.

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<sup>i</sup> 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.

<sup>ii</sup> The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.