

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
<p>A. Program Services Vendor shall, in accordance with applicable law, provide effective, high-quality judicial screening, recommendation, and reporting services for all individuals who are charged with Driving While Intoxicated/ Driving Under the Influence (DWI/DUI).</p>	<ol style="list-style-type: none"> 1. Vendor shall make appropriate recommendations to the court, as required by law, to assist the court in determining whether an individual upon adjudication of guilt should receive DWI/DUI education or be referred to a state approved treatment program. Vendor shall be present in court when DWI/DUI cases are presented. 2. Vendor shall effectively and in accordance with applicable law screen each DWI/DUI offender who is referred by the court for screening. Each offender shall be administered the Alcohol Use Questionnaire (AUQ), the Self-Administered Simple Screening Instrument (SASSI), or other approved screening instruments approved in writing by the Division Aging Adult and Behavioral Health Services (DAABHS). 3. Vendor shall, based upon screening performed, prepare an accurate Pre-Sentence Screening Report (PSSR) for each DWI/DUI offender referred for screening. 4. Vendor shall present judges with the findings of the PSSR for each DWI/DUI offender who was screened. 5. Vendor shall provide the court with recommendations based on the results of the PSSR, a client interview and a DBHS approved screening tool i.e., the DAABHS-approved SASSI, AUQ. 6. Vendor shall submit a monthly report that lists the number of offenders screened and education and/or treatment recommendations. 	<ol style="list-style-type: none"> 1. The Vendor may be issued a written warning for unacceptable performance and may be required to submit and implement a Corrective Action Plan (CAP) acceptable to the Division of Aging Adult and Behavioral Health Services (DAABHS). 2. A ten percent (10%) penalty may be assessed in the following months' payment to the Vendor for each failure to comply with Service Criteria and Acceptable Performance Standards. The total penalty shall be calculated based on the total payment for the identified month in which the deficiency took place. 3. Further instances of unacceptable performance may result in the issuance of a below standard Vendor Performance Report (VPR). Repeated failure to meet performance may result in contract termination.

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	<p>This report shall also list the courts where the offenders appeared.</p> <p>7. Vendor shall submit any other monthly reports requested by the Arkansas Department of Human Services (DHS) related to performance of these Performance Indicators in a format acceptable to DAABHS and containing information required by DAABHS.</p> <p>8. Vendor shall provide educational services according to DASEP Guidelines for individuals who are charged with DWI/DUI. These classes must utilize a standard curriculum that is approved by DBHS-Substance Abuse Treatment Services (see attachment H).</p> <p>9. Vendor shall perform any and all other tasks including, but not limited to, providing additional reports, changes in curriculum, etc. to provide the Deliverable in an effective and high-quality manner as set forth in the IFB.</p>	
<p>B. Program Services Vendor shall provide effective, high-quality education services for all individuals who are charged with the offense of DWI/DUI.</p>	<p>1. Vendor shall provide educational materials using the ADAP curriculum</p> <p>2. Vendor shall administer both a pre-test and post-test to all offenders to determine whether or not there has been a measurable gain in knowledge.</p> <p>3. Vendor shall submit a monthly report that indicates the pre-test and post-test scores and the percentage of increase in those scored.</p> <p>4. Vendor shall perform any and all other tasks including, but not limited to, providing</p>	<p>1. The Vendor may be issued a written warning for unacceptable performance and may be required to submit and implement a Corrective Action Plan (CAP) acceptable to the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>2. A ten percent (10%) penalty may be assessed in the following months' payment to the Vendor</p>

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	<p>additional reports, changes in curriculum, etc. to provide the Deliverable in an effective and high-quality manner as set forth in the IFB.</p>	<p>for each failure to comply with Service Criteria and Acceptable Performance Standards. The total penalty shall be calculated based on the total payment for the identified month in which the deficiency took place.</p> <p>3. Further instances of unacceptable performance may result in the issuance of a below standard Vendor Performance Report (VPR). Repeated failure to meet performance may result in contract termination.</p>
<p>C. Program Services Each DASEP Provider shall provide the community with effective, high-quality education regarding DWI/DUI laws and consequences.</p>	<p>1. Vendor shall hold at least one event (any event on the topic of DWI/DUI or any event held by the DASEP provider that catchment area) yearly, at Vendor's expense, on the subject of DWI/DUI laws and consequences in which the local law enforcement, local schools, civic groups or other interested groups may attend.</p> <p>2. Vendor shall make educational materials available to courts, schools, hospitals, etc. to help inform the community of the importance of responsible alcohol use.</p> <p>3. Vendor shall make certain that local newspapers are aware of Alcohol Awareness Month and provide articles for print to the local area newspaper.</p> <p>4. Vendor shall submit press releases and monthly activity reports to DAABHS that lists all community activities during the month.</p>	<p>1. The Vendor may be issued a written warning for unacceptable performance and may be required to submit and implement a Corrective Action Plan (CAP) acceptable to the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>2. A ten percent (10%) penalty may be assessed in the following months' payment to the Vendor for each failure to comply with Service Criteria and Acceptable Performance Standards. The total penalty shall be calculated based on the total payment for the identified month in which the deficiency took place.</p>

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	<p>5. Vendor shall attend at least one event in each catchment area during the fiscal year.</p> <p>6. Vendor shall ensure that each of its employees attend at least one annual training event that focuses on the most up-to-date methods and techniques in the DWI/DUI field, including education and treatment trends in the field. Each employee will be required to complete a program evaluation that will be used to determine the effectiveness of the training event.</p> <p>7. Vendor shall perform any and all other tasks including, but not limited to, providing additional reports, changes in curriculum, etc. to provide the Deliverable in an effective and high-quality manner as set forth in the IFB</p>	<p>3. Further instances of unacceptable performance may result in the issuance of a below standard Vendor Performance Report (VPR). Repeated failure to meet performance may result in contract termination.</p>
<p>D. 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 VPR maintained in the vendor file. Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.</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.