

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. VENDOR REQUIREMENTS</p> <p>1. Vendor must maintain current certification to practice dental hygiene by the Arkansas State Board of Dental Examiners during the term of the contract. Failure to maintain licensure or accreditation shall be grounds for cancellation of any resulting contract. The dental hygienist shall immediately report any change in licensure status to DHS/DDS/CHDC.</p> <p>2. Vendor shall attend all required classes during the first two (2) weeks of work as mandated by the CHDC, including the following without limitation: Crisis Prevention, Positive Behavior Support, and Restraints. Vendor shall also attend yearly retraining classes as required by CHDC.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with the service criteria throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<p>DHS reserves the right to impose penalties including without limitation withholding payment on invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the Vendor file, and may opt for contract termination.</p>
<p>B. SERVICE REQUIREMENTS</p> <p>1. DHS/DDS/CHDC operates under the general supervision rule: the dentist authorizes the procedure(s) but is not required to be present in the treatment facility while the procedure(s) is/are being performed by the dental hygienist. Services provided shall include but not be limited to the following:</p> <ul style="list-style-type: none"> • Performs oral cleanings with oral cleaning compound on patients by removing all traces of calculus, deposits and accretions, and stains from the teeth using scaling instruments and/or cavatrone on all clients at the DHS/DDS/CHDC dental office on campus. • Checks for cavities, chipped, loose or missing teeth; cleans gums and 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with the service criteria throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<ol style="list-style-type: none"> 1. A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request. 2. A thirty percent (30%) 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 thirty percent (30%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 3. DHS reserves the right to impose additional penalties including without limitation

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<p>between teeth using dental floss; and takes oral impressions.</p> <ul style="list-style-type: none"> Conducts instrumental examination and charts conditions of teeth and surrounding tissues for carious lesions, periodontal pockets and other abnormal conditions or any changes from previous examination. Assesses and classifies patients according to dental care needed; informs dentist of immediate problems requiring attention. Develops and performs routine screenings on patients using x-ray technology. Administers prescribed medicaments to the gingival and applies prescribed desensitizing agents. Instructs patients on oral physical therapy and toothbrush techniques and oral hygiene. Maintains records in computer database by entering basic dental history and information such as conditions of the mouth and extent of services rendered for each patient. Cleans, sharpens, and sterilizes instruments. Daily maintenance of hand pieces and other dental equipment. 		<p>withholding payment on future invoices until Vendor is in full compliance and maintaining a below standard Vendor Performance Report (VPR) in the Vendor file, and may opt for contract termination.</p>

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<ul style="list-style-type: none"> Assists with seating and preparing patients for dental procedures and decides how best to restrict patient in dental clinic. Practices tool control of instruments and needles. Oral hygiene must be performed on individuals with developmental disabilities. 		
<p>C. SERVICE HOURS</p> <p>1. The vendor shall work an estimated thirty-two (32) hours per week at fifty-two (52) weeks for a total of one thousand six hundred and sixty-four (1,664) hours. All services shall be performed at the Conway Human Development Center located at 150 E. Siebenmorgen Road, Conway, AR.</p> <p>2. The vendor must be available to work four (4) days per week, with options Monday through Friday, eight (8) hours each day with a thirty (30) minute unpaid lunch break. The hours must be worked between 7:45 a.m. and 4:15 p.m. The Dentist at DHS/CHDC shall handle the scheduling of the days.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with the service criteria throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<ol style="list-style-type: none"> A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request. A fifteen percent (15%) 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 fifteen percent (15%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. DHS reserves the right to impose additional penalties including without limitation withholding payment on future invoices until Vendor is in full compliance and maintaining a below standard Vendor Performance Report (VPR) in the Vendor file, and may opt for contract termination.
<p>D. CALL-INS OR</p>	<p>Acceptable performance is</p>	<ol style="list-style-type: none"> A Corrective Action Plan,

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<p>CANCELATIONS</p> <p>1. All call-ins or cancellations must be communicated to the Dentist at DHS/DDS/CHDC at least one (1) hour prior to the start of the required shift. There will be no substitutions of dental hygienist.</p> <p>2. The vendor must be available to work four (4) days per week, with options Monday through Friday, eight (8) hours each day with a thirty (30) minute unpaid lunch break. The hours must be worked between 7:45 a.m. and 4:15 p.m. The Dentist at DHS/CHDC shall handle the scheduling of the days.</p>	<p>defined as one hundred percent (100%) compliance with the service criteria throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p>	<p>acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2. A thirty percent (30%) 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 thirty percent (30%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3. DHS reserves the right to impose additional penalties including without limitation withholding payment on future invoices until Vendor is in full compliance and maintaining a below standard Vendor Performance Report (VPR) in the Vendor file, and may opt for contract termination.</p>
<p>E. Transition Planning</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 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.</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 withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.</p>

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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.		

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.