

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. Psychiatric Services The Vendor shall provide psychiatric services at the Southeast Arkansas Human Development Center (SEAHDC) according to the following specifications without limitation:</p> <ol style="list-style-type: none"> 1. Provide twenty (20) hours per week of psychiatric services to male and female clients ages nineteen (19) to seventy-nine (79) referred by SEAHDC with developmental and behavioral disabilities. Services shall include the following without limitation: evaluations, consultations, medication assessments, and medication management. 2. All services shall be provided on-site at the SEAHDC, between the hours of 8:00 a.m. – 4:30 p.m., Monday through Friday according to the schedule developed by Vendor the SEAHDC Medical Director. 3. Services shall include needed psychiatric services as indicated in Vendor’s diagnostic reviews/assessment of each individual. 	<p>The vendor must maintain one hundred percent (100%) compliance at all times throughout the term of the contract.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DHS will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months’ payment to the vendor for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty-five (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, a below standard Vendor Performance Report (VPR) maintained in Vendor’s file, and contract termination.</p>
<p>B. Reports and Records Maintenance The Vendor shall perform reporting and records maintenance functions according to the following specifications without limitation:</p> <ol style="list-style-type: none"> 1. Provide a written report for each individual reviewed at the SEAHDC to include the following without limitation: diagnoses, appropriate short-term and long-term needs, and current readiness for an alternate placement. 	<ol style="list-style-type: none"> 1. The Vendor must maintain one hundred percent (100%) compliance at all times throughout the term of the contract. 2. The Vendor must provide written reports for each individual reviewed on a quarterly basis and on or before a deadline approved by SEAHDC. 3. The Vendor must document assessments, 	<p>1st Incident: A Corrective Action Plan acceptable to DHS will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months’ payment to the vendor for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty-five (25%) penalty will be calculated from the total</p>

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<p>Documentation of the individual's progress shall be contained in the individual's medical records.</p> <p>2. Document assessments, medication management, and summaries in the individual's medical record.</p> <p>3. Update client records at each patient visit. Medical records are kept and maintained in the facility's medical department. Medical record documentation includes:</p> <p>a. Standardized psychiatric forms for initial assessments and follow-up visits.</p> <p>b. Progress notes using the SOAP (Subjective, Objective, Assessment, Plan) format.</p>	<p>medication management and summaries in the individual's medical record as individuals are seen by the psychiatrist on or before a deadline approved by SEAHDC.</p>	<p>payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, a below standard Vendor Performance Report (VPR) maintained in Vendor's file, and contract termination.</p>
<p>C. Treatment Planning</p> <p>The vendor shall provide treatment planning services according to the following specifications without limitation:</p> <p>1. Determine the appropriate treatment plan in conjunction with recommendations by SEAHDC Medical Director.</p> <p>2. Participate in the development of new psychiatric service options for individuals with dual diagnoses.</p>	<p>1. The Vendor must maintain one hundred percent (100%) compliance at all times throughout the term of the contract.</p> <p>2. The Vendor must conduct treatment planning services for all individuals reviewed on a quarterly basis and on or before a deadline approved by SEAHDC.</p> <p>3. The Vendor must participate in the development of new psychiatric service options for individuals with dual diagnoses on a monthly basis and according to a schedule approved by SEAHDC.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DHS will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months' payment to the vendor for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty-five (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is</p>

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		in full compliance, a below standard Vendor Performance Report (VPR) maintained in Vendor's file, and contract termination.
<p>D. Provision of Materials Vendor shall provide all materials, supplies, and equipment necessary to provide the contracted specialized mental health treatment services.</p>	<p>The vendor must maintain one hundred percent (100%) compliance at all times throughout the term of the contract.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DHS will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months' payment to the vendor for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty-five (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, a below standard Vendor Performance Report (VPR) maintained in Vendor's file, and contract termination.</p>
<p>E. Administrative Functions Vendor shall provide any administrative services required under state laws governing Long Term Care Facilities and DHS policies.</p>	<p>The vendor must maintain one hundred percent (100%) compliance at all times throughout the term of the contract.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DHS will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months' payment to the vendor for each thirty (30) day period</p>

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<p>F. Professional Testimony Vendor shall provide professional testimony related to work provided under this contract before courts of law as requested by SEAHDC.</p>	<p>The vendor must maintain one hundred percent (100%) compliance at all times throughout the term of the contract.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DHS will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months' payment to the vendor for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty-five (25%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, a below standard Vendor Performance Report (VPR) maintained in</p>

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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.