

**ARKANSAS DEPARTMENT OF HUMAN SERVICES  
PERFORMANCE BASED CONTRACTING**

Pursuant to Arkansas Code Annotated 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:

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Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>A. Contractor must be available by phone twenty-four (24) hours a day, seven (7) days per week, for consultation.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria at all times throughout the contracted term as determined by the Division of Developmental Disabilities.</p>	<p>The Arkansas Department of Human Services (DHS) reserves the right to impose penalties including but not limited to: withholding payment on invoice until Vendor is in full compliance with this standard, a below standard Vendor Performance Report maintained in the Vendor's file, and contract termination.</p>
<p>B. Contractor shall write all behavior support plans (monthly) and all Behavior Support Committee Summaries (monthly).</p>	<p>One hundred percent (100%) of the time, the psychologist shall write all Behavior Support Committee Summaries and all Behavior Support Plans on a monthly basis.</p> <p>Contractor must provide all Behavior Support Plans to Residential, Medical and Vocational Training staff on a monthly basis.</p>	<p>The Arkansas Department of Human Services (DHS) reserves the right to impose penalties including but not limited to: withholding payment on invoice until Vendor is in full compliance with this standard, a below standard Vendor Performance Report maintained in the Vendor's file, and contract termination.</p>
<p>C. Contractor shall adhere to all ICF/MR regulations at 42 Code of Federal Regulations (CFR) 483.440 and 483.450 and the Commission on Accreditation of Rehabilitation Facilities (CARF) standard and all State and Federal regulations. (Copies of these references are available upon request)</p>	<p>Contractor shall adhere one hundred percent (100%) of the time to all ICF/MR regulations at 42 CFR 483.440 and 483.450 and the CARF standards which are applicable to active treatment, the Interdisciplinary Team process, behavior management, and drug usage.</p>	<p>DHS reserves the right to impose penalties including but not limited to: withholding payment on invoice until Vendor is in full compliance with this standard, a below standard Vendor Performance Report maintained in the Vendor's file, and contract termination.</p>
<p>D. Contractor shall comply with all identification, security, and access requirements established by the Arkadelphia Human Development Center (AHDC).</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria at all times throughout the contract term.</p>	<p>DHS reserves the right to impose penalties including but not limited to: withholding payment on invoice until Vendor is in full compliance with this standard, a below standard Vendor Performance Report maintained in the Vendor's file, and contract termination.</p>
<p>E. Contractor shall document service time per client in a log containing the time-in, time-out, and name of resident for whom the Behavioral Therapy Plan was developed. Payments will be based on hours spent providing consultation services either on-site, by fax or email, or via conference calls.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria at all times throughout the contract term.</p>	<p>DHS reserves the right to impose penalties including but not limited to: withholding payment on invoice until Vendor is in full compliance with this standard, a below standard Vendor Performance Report maintained in the Vendor's file, and contract termination.</p>

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<p>F. Contractor shall ensure that he/she is briefed by the AHDC behavioral health staff on facility policies and procedures regarding the special medical/psychology needs of the individuals living at the AHDC.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria at all times throughout the contract term.</p>	<p>DHS reserves the right to impose penalties including but not limited to: withholding payment on invoice until Vendor is in full compliance with this standard, a below standard Vendor Performance Report maintained in the Vendor's file, and contract termination.</p>
<p>G. Contractor <b>shall</b> provide additional services and deliverables without limitation as specified below:</p> <ol style="list-style-type: none"> <li>1. Contractor <b>shall</b> provide Psychology component to the interdisciplinary team (IDT) in problem-solving emerging and on-going behavioral issues for individual clients and, if necessary, a home; and write detailed behavioral programs, in addition to the BSP, to help meet the needs of these emerging and on-going behavioral issues.</li> <li>2. Contractor shall monitor the implementation of behavior plans.</li> <li>3. Contractor shall write Client Safety Plans.</li> <li>4. Contractor shall attend the weekly HDC appropriateness review meetings.</li> <li>5. Contractor shall attend the AHDC admission review meetings, participate in HDC-wide quarterly behavior committee meeting and attend monthly Human Rights Committee Meeting.</li> <li>6. Contractor shall complete monthly plan reviews for clients with Behavior Support Plans.</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria at all times throughout the contract term.</p>	<p>DHS reserves the right to impose penalties including but not limited to: withholding payment on invoice until Vendor is in full compliance with this standard, a below standard Vendor Performance Report maintained in the Vendor's file, and contract termination.</p>

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<p>7. Contractor shall write quarterly quality indicator reports for restraint use at AHDC which shall include the following without limitation:</p> <ul style="list-style-type: none"><li>a) Rates for Personal, Mechanical, and Chemical restraint;</li><li>b) Rates for duration of Personal and Mechanical restraint:<ul style="list-style-type: none"><li>• Per person per quarter; and</li><li>• Per incident; and</li></ul></li><li>c) Comparison and contrast with:<ul style="list-style-type: none"><li>• Previous quarter;</li><li>• Compliment ary quarter from the previous fiscal year; and</li><li>• Across fiscal years.</li></ul></li></ul> <p>8. Contractor shall attend IDTs, admission Staffing's, and Annual Staffing's.</p> <p>9. Contractor shall respond to behavior intervention team calls.</p> <p>10. Contractor shall observe individuals in living units (homes) and in vocational training areas, as</p>		
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<p>warranted.</p> <p>11. Contractor shall participate in campus activities with clients.</p> <p>12. Contractor shall provide the psychological/behavioral component for other departments, including the following without limitation, to assist them in preparing their active treatment:</p> <ul style="list-style-type: none"><li>• Residential services</li><li>• Vocational Training services</li><li>• Quality Assurance (for campus-wide evacuation drills).</li></ul> <p>13. Contractor shall teach Phase I Behavior Support and Management (1-2 times per month).</p> <p>14. Contractor shall create and present campus-wide trainings. This includes getting approval from the DHS Office of Long Term Care (OLTC) for Nursing Home Administrator. Contractor must be available to present these trainings at other HDCs if requested. Contractor's provided trainings shall include without limitation the following:</p> <ul style="list-style-type: none"><li>• Positive Behavior Support,</li><li>• Emergency Police Response to Individuals with intellectual disabilities,</li><li>• Qualified Intellectual Disabilities Professional (QIDP) Training for</li></ul>		
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<p>Behavioral Emergencies and</p> <ul style="list-style-type: none"> <li>• Other Trainings as requested by Superintendent.</li> </ul> <p>15. Contractor shall maintain the ACCESS database for the behavioral data. This requires learning how to program in Microsoft ACCESS because the state does not provide that support.</p> <p>16. Contractor shall read all Behavior Reports and Restraint Reports for content as well as to determine if an error has been made that requires a rewrite or revision. Meet with appropriate supervisors as needed for staff in-service/correction. Example errors include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• Writing another client's name in the narrative</li> <li>• Times not matching</li> <li>• Narrative and checked behaviors not matching</li> </ul> <p>17. Provide clinical supervision for the Behavior Technicians.</p>		
<p>H. Contractor shall maintain required licensure and shall provide copy of current licensure to the Division of Aging, Adult and Behavioral Health Services within twenty-four (24) hours of request by DHS.</p>	<p>I. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria at all times throughout the contract term.</p>	<p>J. DHS reserves the right to impose penalties including but not limited to: withholding payment on invoice until Vendor is in full compliance with this standard, a below standard Vendor Performance Report maintained in the Vendor's 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

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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.