

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 |
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| <p>A. Psychological Assessment</p> <p>During the term of this contract, the Vendor shall provide psychological assessments and diagnoses with periodic updates as required by Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/ID) and Commission on Accreditation of Rehabilitation Facilities (CARF) standards. Counseling services will be provided to individuals determined to need services by the Interdisciplinary Team as reflected in their Individual Program Plan IPP.</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 issued a written warning for unacceptable performance and may be required to submit and implement a corrective action plan acceptable to the Department of Human Services (DHS). Payment may be reduced or withheld pending satisfactory implementation of the plan.</p> <p>Repeated failure to meet performance standards may result in the issuance of a below standard vendor performance report (VPR) or contract termination.</p> |
| <p>B. Psychological Services</p> <p>Individuals, who reside at the Southeast Arkansas Human Development Center (HDC) will be provided psychological services to promote behavior changes, as identified and approved in the individuals IPP. Documentation shall be maintained in the individual's records, including progress data submitted monthly to the Program Coordinator.</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 issued a written warning for unacceptable performance and may be required to submit and implement a corrective action plan acceptable to the Department of Human Services (DHS). Payment may be reduced or withheld pending satisfactory implementation of the plan.</p> <p>Repeated failure to meet performance standards may result in the issuance of a below standard vendor performance report (VPR) or contract termination.</p> |
| <p>C. Psychological Consultation</p> <p>Psychological consultations will be provided to individuals residing at the HDC. The psychologist will respond to requests providing consultation, in writing or orally on psychological issues as requested by the HDC staff.</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 issued a written warning for unacceptable performance and may be required to submit and implement a corrective action plan acceptable to the Department of Human Services (DHS). Payment may be reduced or withheld pending satisfactory implementation of the plan.</p> <p>Repeated failure to meet performance standards may result in the issuance of a below standard vendor performance report (VPR) or 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.

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.