

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:

| Service Criteria ⁱ | Acceptable Performance | Damages for Insufficient Performance ⁱⁱ |
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| <p>A. Services.</p> <ol style="list-style-type: none"> 1. The Vendor shall provide direct Occupational Therapy (OT) Services to individuals with disabilities residing at the Conway Human Development Center (CHDC) and indirect therapy through staff members and/or parents involved with individuals receiving occupational therapy services. 2. Direct OT Services shall be provided by a Registered and Licensed Occupational Therapist (OTR/L), and a Certified Occupational Therapy Assistant (COTA). 3. Vendor's OTR/L shall provide supervision of Vendor's COTA. 4. The Vendor shall develop and implement treatment plans as referred by the CHDC physician, and as approved by the Interdisciplinary Team. 5. The Vendor shall provide training for feeding programs and staff involved in the care of individuals receiving occupational therapy services as changes occur in techniques, or new equipment. 6. The Vendor shall participate in Staff Development programs, attend medical staff meetings/conferences, and participate in Interdisciplinary Team meetings by written comment or through telephone conference as | <p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance Standards at all times throughout the contracted term.</p> <p>The occupational therapist(s) shall provide occupational therapy services to individuals with disabilities residing at CHDC, develop treatment plans, and provide training of techniques to staff involved in each person's program one hundred percent (100%) of the time throughout the contracted term.</p> | <p>1st incident: A Corrective Action Plan, acceptable to the Arkansas Department of Human Services (DHS), shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty shall be assessed in the following months' payments to the contractor for each thirty (30) day period the contractor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until contractor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p> |

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| <p>requested by the CHDC Program Coordinator.</p> <p>7. The Vendor shall ensure that only qualified contract personnel provide services.</p> | | |
| <p>B. Reporting.</p> <ol style="list-style-type: none"> 1. The Vendor shall coordinate evaluations and provide written assessment reports on individuals receiving occupational therapy, annually, or more often if requested. 2. The Vendor shall provide written documentation of progress, short-term and long-range goals and objectives, and discharge planning of individuals' receiving occupational therapy services. 3. The Vendor shall provide weekly time sheets to confirm date, time, and service hours provided at the CHDC. | <p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance Standards at all times throughout the contracted term.</p> <p>The documentation provided shall comply with Intermediate Care Facility for Individuals with Intellectual Disabilities regulations and the Commission on Accreditation of Rehabilitation Facilities standards including progress reports, treatment plans, short-term and long-range goals and objectives, and discharge planning.</p> | <p>1st incident: A Corrective Action Plan, acceptable to DHS, shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty shall be assessed in the following months' payments to the contractor for each thirty (30) day period the contractor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until contractor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p> |
| <p>C. Licensure.</p> <ol style="list-style-type: none"> 1. The Vendor shall maintain required licenses and credentials for the duration of the contract. 2. The Vendor shall immediately notify the contract administrator of | <p>The vendor must maintain one hundred percent (100%) compliance at all times throughout the term of the contract.</p> | <p>Failure to comply with these criteria may result in immediate contract termination.</p> |

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| any changes in contract personnel licensure. | | |
| <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> | The vendor must maintain one hundred percent (100%) compliance at all times throughout the term of the contract. | <p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard VPR maintained in the vendor file.</p> <p>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.