

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><u>Insurance Requirements</u></p> <p>A. The Vendor shall maintain insurance for the contract period and any resultant renewals in the minimum amount:</p> <ol style="list-style-type: none"> 1. One million dollars (\$1,000,000) per occurrence, general liability. 2. Three million dollars (\$3,000,000) aggregate, for professional liability, negligence, errors and omissions and public liability. <p>B. The insurance must have limits sufficient to cover losses resulting from or arising out of vendor's action or inaction in the performance of the contract by the vendor, its agents, servants, employees, or subcontractors.</p> <p>C. The insurance shall cover and continue to cover all occurrences during the term of this contract and any extensions thereof.</p> <p>D. All insurance policies shall be with a company licensed by the State of Arkansas to do business and to provide such policies.</p> <p>E. The vendor shall notify DHS, not less than forty-five (45) days in advance of any non-renewal, cancellation, or expiration of the vendor's insurance policy. In the event DHS receives a notice of non-renewal, the vendor shall provide DHS with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect.</p> <p>F. DHS shall have the right to inspect the original insurance policies held by the vendor.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contracted term.</p>	<ol style="list-style-type: none"> 1. The Vendor may be issued a written warning for unacceptable performance and may be required to submit and implement a Corrective Action Plan (CAP) acceptable to the Division of Aging Adult and Behavioral Health Services (DAABHS). 2. A ten percent (10%) penalty may be assessed in the following months' payment to the Vendor for each failure to comply with Service Criteria and Acceptable Performance Standards. The total penalty shall be calculated based on the total payment for the identified month in which the deficiency took place. 3. Further instances of unacceptable performance may result in the issuance of a below standard Vendor Performance Report (VPR). Repeated failure to meet performance may result in contract termination.
<p><u>General Responsibilities</u></p> <p>A. The Vendor shall provide certified and licensed personnel for the provision of Physical Therapy (PT),</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the</p>	<ol style="list-style-type: none"> 1. The Vendor may be issued a written warning for unacceptable performance and may be required to submit and

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<p>Occupational Therapy (OT), Speech Therapy (ST), Physical Therapy Assistants (PTA), and Certified Occupational Therapist Assistants (COTA) services to one hundred percent (100%) of the Arkansas Health Center (AHC) residents referred to the Vendor by the AHC designated PT, OT, and Speech Language Pathologist (SLP) supervisors.</p> <p>B. The Vendor shall make certain that the assigned therapist and or therapist assistant remain consistent so that the quality of services is maintained, and optimal rehabilitation performance be obtained during treatment.</p> <p>C. The Vendor shall coordinate with the Clinical Director on provision of therapy services under this contract.</p> <p>D. The therapist and therapist assistant must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the position.</p> <p>E. The therapist and therapist assistant shall adhere to all DHS policies and Health Insurance Portability and Accountability Act (HIPAA) laws and regulations related to protecting the rights and privacy of each resident.</p> <p>F. The contracted therapists or therapy assistants, although not responsible for purchasing supplies and equipment, shall be responsible for requesting the same from the Clinical Director in a timely manner so as not to disrupt services to residents. The contracted therapists or therapy assistants shall use clinical procedures in requesting and using supplies/equipment to treat residents.</p>	<p>contracted term.</p>	<p>implement a Corrective Action Plan (CAP) acceptable to the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>2. A ten percent (10%) penalty may be assessed in the following months' payment to the Vendor for each failure to comply with Service Criteria and Acceptable Performance Standards. The total penalty shall be calculated based on the total payment for the identified month in which the deficiency took place.</p> <p>3. Further instances of unacceptable performance may result in the issuance of a below standard Vendor Performance Report (VPR). Repeated failure to meet performance may result in contract termination.</p>
<p><u>Provision of Training</u></p> <p>A. Upon request by the AHC Clinical Director, and in coordination with</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at</p>	<p>1. The Vendor may be issued a written warning for unacceptable performance and may be</p>

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<p>staff development, the contracted therapists or therapy assistants shall provide in-service and new employee orientation training programs to AHC staff and/or family members of AHC residents. Training shall emphasize interventions and techniques to restore, maintain, and prevent regression of physical/cognitive function of the resident. Training shall also address techniques concerning how to prevent and/or minimize injury to AHC staff when on the job.</p> <p>B. Each contracted therapist and therapy assistant shall participate in the AHC new employee orientation program prior to the provision of services.</p>	<p>all times throughout the contracted term.</p>	<p>required to submit and implement a Corrective Action Plan (CAP) acceptable to the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>2. A ten percent (10%) penalty may be assessed in the following months' payment to the Vendor for each failure to comply with Service Criteria and Acceptable Performance Standards. The total penalty shall be calculated based on the total payment for the identified month in which the deficiency took place.</p> <p>3. Further instances of unacceptable performance may result in the issuance of a below standard Vendor Performance Report (VPR). Repeated failure to meet performance may result in contract termination.</p>
<p><u>Licensure</u></p> <p>A. All therapists, including therapist assistants, shall maintain their professional license and/or certification within their professional area of practice for the duration of the contract period. The State of Arkansas shall in no way be held responsible for the payment of any fees or costs related to the acquiring or renewal of any license and/or certification.</p> <p>B. The Vendor shall maintain on file all current licenses and certification required for the performance of the on-site services and shall make copies available to AHC upon request. The Vendor shall immediately notify the contract administrator of any changes in</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contracted term.</p>	<p>1. A ten percent (10%) penalty may be assessed in the following months' payment to the Vendor for each failure to comply with Service Criteria and Acceptable Performance Standards. The total penalty shall be calculated based on the total payment for the identified month in which the deficiency took place.</p> <p>2. Further instances of unacceptable performance may result in the issuance of a below standard Vendor Performance Report (VPR). Repeated failure to meet performance may</p>

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<p>contract personnel licensure and shall be responsible for ensuring that only qualified contract personnel provide therapy services.</p>		<p>result in contract termination.</p>
<p><u>Certification Requirements</u> The Vendor must provide current/valid copies of all therapist and therapy assistance certification documents to AHC prior to orientation. Each contracted therapist and therapy assistant must be cleared for work at AHC prior to his or her attendance at orientation. Certification documents must include the following:</p> <ol style="list-style-type: none"> 1. Drug/Alcohol Screening – Must be within ten (10) calendar days of AHC receiving profile of new personnel. 2. Purified Protein Derivative (PPD) / tuberculosis (TB) skin test. 3. Flu Immunization-from October 1- April 1 of the current year* 4. Hepatitis B Record 5. Office of Long Term Care (OLTC) Background Check 6. Federal Bureau of Investigations (FBI) Fingerprint Card (Required for those who have not lived in Arkansas within the past five (5) years.) 7. Arkansas State Police Background Check -Must be within thirty (30) calendar days of AHC receiving profile on new personnel.* 8. Cardiopulmonary Resuscitation (CPR)- American Heart Association- Health Care Provider Basic Life Saver (HCPBLS)** 9. Registry screening checks as follows: <ol style="list-style-type: none"> a. Child Maltreatment Registry** b. Adult Maltreatment Registry** c. OLTC Employment Clearance Registry-Must be within ten (10) 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contracted term.</p>	<ol style="list-style-type: none"> 1. The Vendor may be issued a written warning for unacceptable performance and may be required to submit and implement a Corrective Action Plan (CAP) acceptable to the Division of Aging Adult and Behavioral Health Services (DAABHS). 2. A ten percent (10%) penalty may be assessed in the following months' payment to the Vendor for each failure to comply with Service Criteria and Acceptable Performance Standards. The total penalty shall be calculated based on the total payment for the identified month in which the deficiency took place. 3. Further instances of unacceptable performance may result in the issuance of a below standard Vendor Performance Report (VPR). Repeated failure to meet performance may result in contract termination.

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<p>calendar days of AHC receiving profile on new personnel*.</p> <p>* Required Annually ** Required Every 2 Years</p>		
<p><u>Conflict of Interest Mitigation</u></p> <p>During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</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 fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p><u>Transition Planning</u></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. 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>	<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.</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.