

**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
A. Contractor shall provide review, modification, and approval of behavior support plans.	One hundred percent (100%) of the time, the psychologist shall provide review, modification and approval of Category II and III behavior support plans prepared by Center staff, include annual reviews, and review of modifications. Approved plans must be received within two (2) workdays of receipt of the behavior support plan.	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.
B. 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)	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.	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.
C. Contractor shall comply with all identification, security, and access requirements established by the Booneville Human Development Center (BHDC).	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria at all times throughout the contract term.	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.
D. 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.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria at all times throughout the contract term.	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.
E. Contractor shall ensure that he/she is briefed by the BHDC behavioral health staff on facility policies and procedures regarding the special medical/psychology needs of the individuals living at the BHDC.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria at all times throughout the contract term.	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.
F. Contractor shall maintain	Acceptable performance is	DHS reserves the right to

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
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.	defined as one hundred percent (100%) compliance with all service criteria at all times throughout the contract term.	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.

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.