

**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>A. The Contractor shall provide neurological services by a Board Certified Neurologist Licensed to practice by the State of Arkansas and who has a current health certificate and who has a Controlled Substance Abuse Registration Certificate from the Drug Enforcement Administration.</p> <p>Performance Indicator Contractor shall provide the Conway Human Development Center (CHDC) with copies of certification/licensure related to the qualification(s) specified above, in addition to copies of Health Certificate and Controlled Substance Registration from the Drug Enforcement Administration.</p> <p>Performance Indicator: Contractor will provide services for up to twenty-four (24) hours per month for a period of twelve (12) months.</p>	<ol style="list-style-type: none"> 1. Contractor shall ensure that the CHDC is provided with the specified documents one hundred percent (100%) of the time throughout the contract term as determined by CHDC 2. Contractor shall provide services for up to twenty-four (24) hours per month for a period of twelve (12) months one hundred percent (100%) of the time throughout the contract term as determined by CHDC. 	<p>Acceptable performance of all provisions and performance indicators in this contract shall be determined at the sole discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:</p> <ol style="list-style-type: none"> 1. Contractor may be required to submit and implement a CHDC-approved corrective action plan. 2. Payment may be withheld or reduced as determined by the CHDC. 3. Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract cancellation. <p>The remedies listed above are in addition to all others available at law or equity.</p>
<p>B. A neurological evaluation shall be conducted for people served by the Conway Human Development Center (CHDC) and designated by their primary care physician (PCP) as needing neurological consultation as scheduled by CHDC Medical Transportation Staff.</p> <p>Performance Indicator 1: The Board Certified Neurologist shall perform the following services for the HDC when scheduled by the HDC's scheduling personnel and in accordance with Intermediate Care Facilities for Individuals with Mental (ICF/MR) regulations and the Rehabilitation Accreditation Commission (CARF) standards:</p>	<p>The neurologist shall examine and evaluate each person referred by the PCP and who is placed on the schedule by scheduling personnel one hundred percent (100%) of the time as determined by CHDC.</p>	<p>Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:</p> <ol style="list-style-type: none"> 1. Contractor may be required to submit and implement a CHDC-approved corrective action plan.

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<ol style="list-style-type: none"> 1. Evaluation of people served by the Conway Human Development Center who are being considered for neurological medication or who have a seizure disorder or other neurologic concerns and as ordered by the PCP. 2. Evaluation of people served by the Conway Human Development Center for Possible anti-epileptic drugs (AED) medication adjustments. 3. Routine medication checks annually or more often as referred by PCP for people served by the Human Development Center who are receiving neurologic medications. <p>Performance Indicator 2: In each of the above services, the contractor shall, at minimum, perform the following functions:</p> <ol style="list-style-type: none"> 1. Examine the person served, review person's medical record for lab results, seizure frequency and duration, other medical information as needed, and consult with center medical, nursing, and/or team staff. 2. Enter medication and lab recommendations as appropriate into person's medical chart. 3. Complete and sign the "Neurology Consult" form or progress notes indicating results and recommendations. 		<ol style="list-style-type: none"> 2. Payment may be withheld or reduced as determined by CHDC. 3. Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract cancellation. <p>The remedies listed above are in addition to all others available at law or equity.</p>
<p>C. On an annual basis, and more often if deemed necessary by CHDC medical staff, the neurologist shall review the progress and condition of each person receiving medication for neurological reasons as well as other persons referred by PCPs. For these individuals the Neurologist shall perform medical examinations and evaluate documentation such as lab tests results, staff observations, seizure frequency and duration, and PCP or other staff updates/concerns as scheduled by CHDC Transportation Staff.</p>	<p>The neurologist shall perform medical reviews and make recommendations as specified on an annual basis, or more often as determined clinically necessary by CHDC medical staff, one hundred percent (100%) of the time throughout the contract term as determined by CHDC.</p>	<p>Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:</p> <ol style="list-style-type: none"> 1. Contractor may be required to submit and implement a CHDC-

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<p>Performance Indicator: The neurologist shall prepare and sign “Neurology Clinic” forms or progress notes indicating review and recommendations.</p>		<p>approved corrective action plan.</p> <ol style="list-style-type: none"> 2. Payment may be withheld or reduced as determined by CHDC. 3. Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract cancellation. <p>The remedies listed above are in addition to all others available at law or equity.</p>
<p>D. In order to meet the needs of people served, the neurologist shall participate in Interdisciplinary team meetings/processes as requested by the Conway Human Development Center’s Superintendent or Assistant Superintendent.</p> <p>Performance Indicator: The neurologist shall participate in team meetings, by teleconference or in person if available, as requested by the CHDC Superintendent or Assistant Superintendent.</p>	<p>Neurologist shall participate in team meetings as requested one hundred percent (100%) of the time as determined by the CHDC, unless extenuating circumstances exist which have been communicated in advance to the CHDC.</p>	<p>Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:</p> <ol style="list-style-type: none"> 1. Contractor may be required to submit and implement a CHDC-approved corrective action plan. 2. Payment may be withheld or reduced as determined by CHDC. 3. Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract cancellation. <p>The remedies listed above are in addition to all others available at law or equity.</p>

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<p>E. In order to meet the needs of people served, the neurologist shall be available twenty-four (24) hours per day on an on-call basis for consultation with medical, nursing, and/or team staff.</p> <p>Performance Indicator: The Neurologist responds to all calls from Center staff within two (2) hours of each call.</p>	<p>The Neurologist must respond to all CHDC calls twenty-four (24) hours per day, one hundred percent (100%) of the time throughout the contract term as determined by the CHDC.</p>	<p>Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:</p> <ol style="list-style-type: none"> 1. Contractor may be required to submit and implement a CHDC-approved corrective action plan. 2. Payment may be withheld or reduced as determined by CHDC. 3. Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract cancellation. <p>The remedies listed above are in addition to all others available at law or equity.</p>
<p>F. Contractor shall adhere to all ICF/MR regulations included at 42 Code of Federal Regulations (CFR) 483.440 and 483.450 and the Rehabilitation Accreditation Commission (CARF) standards which are applicable to active treatment, the Interdisciplinary Team process, behavior management and drug usage.</p>	<p>Contractor shall adhere to ICF/MR regulations included at 483.440 and 483.450 and The Rehabilitation Accreditation Commission (CARF) standards that are applicable to active treatment, one hundred percent (100%) of the time throughout the contract term as determined by the CHDC.</p>	<p>Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:</p> <ol style="list-style-type: none"> 1. Contractor may be required to submit and implement a CHDC-approved corrective action plan.

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		<p>2. Payment may be withheld or reduced as determined by CHDC.</p> <p>3. Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract cancellation.</p> <p>The remedies listed above are in addition to all others available at law or equity.</p>
<p>G. Conflict of Interest Mitigation 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>H. 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>	<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>

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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.