

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. <u>Provider Documentation</u></p> <ol style="list-style-type: none"> 1. The Physical Therapist (PT) must maintain all licensing requirements as established by the State of Arkansas throughout the contract period. 2. The PT must maintain a current negative tuberculosis (TB) skin test or certification from a licensed physician that PT is TB-free to be updated at a frequency determined by the South East Arkansas Human Development Center (SEAHDC). 	<ol style="list-style-type: none"> 1. The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract. 2. Upon request by the SEAHDC Personnel Officer, PT must provide all documentation related PT's current licensure and TB status for review by the SEAHDC. 	<ol style="list-style-type: none"> 1. Payment may be delayed, withheld or reduced. 2. Continued failure to meet standards for acceptable performance may result in contract termination.
<p>B. <u>Physical Therapy</u></p> <p>The PT shall provide direct physical therapy at the frequency stated in the client's twenty-four (24) hour schedule and Individual Program Plan (IPP) according to planned physical therapy programs prescribed by the physical therapist and approved by the interdisciplinary team. At minimum, the PT shall report the client's progress on therapy objectives on a monthly basis and on or before a deadline approved by the SEAHDC.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<ol style="list-style-type: none"> 1. The Vendor will be issued a written warning for unacceptable performance and may be required to submit and implement a Corrective Action Plan (CAP) acceptable to the Department of Human Services (DHS). 2. Payment may be reduced or withheld pending satisfactory implementation of the plan. 3. 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>C. <u>Training</u></p> <p>As determined necessary by SEAHDC, the PT must train SEAHDC staff involved in the care of the resident(s) served through physical therapy techniques. The PT-provided trainings must emphasize interventions and techniques to</p>	<ol style="list-style-type: none"> 1. The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract. 2. PT shall participate in monthly reviews of the 	<ol style="list-style-type: none"> 1. The Vendor will be issued a written warning for unacceptable performance and may be required to submit and implement a CAP acceptable to the Department of Human Services (DHS).

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<p>restore, maintain, and prevent regression of physical/cognitive function of the patient/residents. The PT shall consult with staff to plan appropriate activities/exercises, self-help skills, and use of special rehabilitation equipment.</p>	<p>training requirement conducted by the SEAHDC Program Coordinator on a monthly basis.</p>	<p>2. Payment may be reduced or withheld pending satisfactory implementation of the plan.</p> <p>3. 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>D. Evaluations The Physical Therapist shall complete an evaluation on each individual within fourteen (14) calendar days of receiving the referral. The PT must provide the following services:</p> <ol style="list-style-type: none"> 1. Administer any needed testing, 2. Complete the interpretation, 3. Recommend a course of treatment, and 4. Provide a report summarizing the finding of the evaluation. <p>Physical therapy plans must be developed in conjunction with each individual's Interdisciplinary Team in compliance with ICF/IID regulations and CARF standards.</p>	<ol style="list-style-type: none"> 1. The Vendor must maintain one hundred percent (100%) compliance with all service criteria and standards for acceptable performance at all times throughout the contract term. 2. PT shall participate in monthly evaluations conducted by the SEAHDC to determine compliance to this requirement. 	<ol style="list-style-type: none"> 1. The Vendor will be issued a written warning for unacceptable performance and may be required to submit and implement a CAP acceptable to the Department of Human Services (DHS). 2. Payment may be reduced or withheld pending satisfactory implementation of the plan. 3. Repeated failure to meet performance standards may result in contract termination.
<p>E. Reporting Requirements Annually and according to deadlines agreed upon by SEAHDC, the PT shall generate, in compliance with ICF/IID regulations and CARF standards, reports containing the following documentation:</p> <ol style="list-style-type: none"> 1. Progress reports, 2. Treatment plans, short-term goals and objectives, 	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<ol style="list-style-type: none"> 1. The Vendor will be issued a written warning for unacceptable performance and may be required to submit and implement a CAP acceptable to the Department of Human Services (DHS). 2. Payment may be reduced or withheld pending satisfactory implementation of the plan.

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<ul style="list-style-type: none"> 3. Long-range goals and objectives, 4. Discharge planning, and 5. Demonstrated need for the person to continue services. 		<ul style="list-style-type: none"> 3. Repeated failure to meet performance standards may result in the issuance of a below standard vendor performance report (VPR) or contract termination.
<p>F. Meetings The PT shall attend the following as required by the SEAHDC:</p> <ul style="list-style-type: none"> 1. Initial Individual Program Planning sessions, 2. Special Interdisciplinary Team meetings, 3. Medical staff meetings, and 4. Conferences as required by the SEAHDC. 	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<ul style="list-style-type: none"> 1. The Vendor will be issued a written warning for unacceptable performance and may be required to submit and implement a CAP acceptable to the Department of Human Services (DHS). 2. A below standard Vendor Performance rating (VPR) may be reported. 3. Payment may be delayed, withheld or reduced pending satisfactory implementation of the plan.
<p>G. Additional Specifications</p> <ul style="list-style-type: none"> 1. The PT must perform functions as specified by the SEAHDC, in accordance with all Federal, State, institutional procedures, policies, guidelines, administrative orders, directives and applicable regulations, including Health Insurance Portability and Accountability Act (HIPAA) compliance as applicable to the SEAHDC. 2. The PT must immediately notify the SEAHDC administrator of any changes in PT licensure. 3. The PT shall participate in the SEAHDC new employee orientation program prior to the provision of services. 	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<ul style="list-style-type: none"> 1. The Vendor will be issued a written warning for unacceptable performance and may be required to submit and implement a CAP acceptable to the Department of Human Services (DHS). 2. A below standard Vendor Performance rating (VPR) may be reported. 3. Payment may be delayed, withheld or reduced pending satisfactory implementation of the plan.

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<p>4. The PT shall provide the facility with a copy of his or her criminal background check, drug screening, and TB skin test. The PT must be cleared for work at the SEAHDC prior to his or her attendance at orientation.</p>		
<p>H. 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>I. 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. 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.