

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. Employment First Modular Curriculum</p> <p>Vendor shall utilize previously completed provider assessments to develop a modular curriculum for employment services providers based on the tenets of competency-based provider transformation (see Attachment C: Customized Employment Competency Model). This curriculum shall be designed and developed to be customizable for specific providers of employment services for individuals with developmental and mental health disabilities in the state of Arkansas.</p> <p>Performance Indicator 1</p> <p>Vendor must provide a complete preliminary outline of the modular curriculum for review and approval by the Employment First State Leadership Mentoring Program (EFSLMP) Core Team within forty-five (45) days of the contract start date.</p> <p>Performance Indicator 2</p> <p>Vendor's curriculum shall include without limitation a module for employment specialists which covers supported employment skills acquisition as follows:</p> <p>a. Components of this training module must, at a minimum, include the following:</p> <ol style="list-style-type: none"> 1) Client engagement techniques; 2) Americans with Disabilities Act (ADA) accommodations; 3) Preparation strategies for supported employment, training and retention; 4) Developing and implementing individualized work plans and building natural supports; and 5) Any additional information pertinent to Employment First implementation not covered above. <p>b. Vendor must submit this training</p>	<ol style="list-style-type: none"> 1. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance as determined by DHS. 2. Vendor shall provide curriculum, based on the DHS-approved curriculum outline, as described herein and on or before a date agreed upon by Vendor and DHS. 	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due within ten (10) business days of the request by DHS.</p> <p>2nd incident: A fifty percent (50%) penalty shall be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The fifty percent (50%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, a below standard Vendor Performance Report (VPR) maintained in the Vendor file and may opt for contract termination.</p>

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<p>module to DHS for review and approval within forty-five (45) days of DHS approval of the overall curriculum outline (see Performance Indicator 1).</p> <p>Performance Indicator 3 Vendor's curriculum shall include without limitation a marketing and public relations module as follows:</p> <p>a. This module must be strategic leadership- and Board of Directors- focused and include a marketing plan that, at a minimum, addresses the following:</p> <ol style="list-style-type: none"> 1) The vision, mission and values of the individual service provider; 2) Steps for facilitating public and family communications; and 3) Communications, organizational identity, and infrastructure alignments with the service model of Community Employment. <p>b. Vendor must submit this training module to DHS for review and approval within forty-five (45) days of DHS approval of the overall curriculum outline (see Performance Indicator 1).</p> <p>Performance Indicator 4 Vendor's curriculum shall include without limitation a finance, funding, and state and federal policies module as follows:</p> <p>a. Components of this training module must, at a minimum, include the following:</p> <ol style="list-style-type: none"> 1) Issues related to the implementation of services within a managed care environment, including the implementation of Supported Employment as a service provided through the Provider Led Arkansas Shared Savings Entity (PASSE); 2) Strategies inclusive of Ticket to Work and Plan for Achieving Self-Sufficiency (PASS); and 		

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<p>3) Best practices for program development, implementation and sustainability.</p> <p>b. Vendor must submit this training module to DHS for review and approval within forty-five (45) days of DHS approval of the overall curriculum outline (see Performance Indicator 1).</p> <p>Performance Indicator 5 All Vendor-provided modular curriculums must be provided on forty (40) digital storage devices.</p> <p>Performance Indicator 6 Vendor's training curriculum must be copyrighted for usage granted to the State of Arkansas for ongoing use with other entities.</p>		
<p>B. Service Provider Training Vendor shall provide group and individualized training sessions on the Vendor-developed curriculum for designated staff from each of the twenty-eight (28) employment service providers who previously completed onboarding and assessment activities for this program, as well as select staffers from DHS and collaborating agencies.</p> <p>Performance Indicator Vendor shall develop and submit for DHS approval a detailed timeline and implementation plan for providing the required training to the specified populations within thirty (30) days of the contract start date</p>	<ol style="list-style-type: none"> 1. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance as determined by DHS. 2. Vendor shall provide all training sessions on the Vendor-developed curriculum to recipients identified by DHS and according to the DHS-approved training timeline and implementation plan. 	<p>1st Incident: A CAP acceptable to DHS shall be due to DHS within ten (10) business days of the request by DHS.</p> <p>2nd incident: A fifty percent (50%) penalty shall be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The fifty percent (50%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, a below standard Vendor Performance Report (VPR) maintained in the Vendor file and may opt for contract termination.</p>

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<p>C. Employment Tracking Tool Vendor shall develop and implement a tracking tool to measure training-related outcomes.</p> <p>Performance Indicator 1 The tracking tool must be accessible to DHS or DHS-authorized parties, including without limitation provider organizations, at all times.</p> <p>Performance Indicator 2 The tracking tool must allow DHS and DHS-authorized parties, including without limitation provider organizations, to extract data in a Microsoft document format (i.e., Word, Excel, Access, etc.) in order to track each client's employment progress, including without limitation date of hire, wages, and hours worked.</p> <p>Performance Indicator 3 Vendor shall provide training to DHS and each provider organization on the use of the tracking tool.</p>	<ol style="list-style-type: none"> 1. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance as determined by DHS. 2. Tracking tool must operate at full capacity as described within thirty (30) days of the contact start date. 3. Vendor must complete training to all DHS-identified staff within thirty (30) days of contract start date. 	<p>1st Incident: A CAP acceptable to DHS shall be due to DHS within ten (10) business days of the request by DHS.</p> <p>2nd incident: A fifty percent (50%) penalty shall be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The fifty percent (50%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, a below standard Vendor Performance Report (VPR) maintained in the Vendor file and may opt for contract termination.</p>
<p>D. 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>E. 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</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)</p>

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<p>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>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.