

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>Provision of Physician Services</p> <p>A. The physician shall provide on-site medical care to Southeast Arkansas Human Development Center (SEAHDC) clients/residents for a minimum of twenty (20) service hours per week. The physician must be available twenty-four (24) hours a day, seven (7) days a week, for on-call services and emergency medical needs, or provide another Arkansas-licensed physician to be available to take such calls.</p> <p>B. As the Medical Director of the SEAHDC, the physician shall provide medical services to both male and female clients, ages nineteen (19) to seventy-nine (79), who are residents at the SEAHDC, as needed and upon request by SEAHDC. The focus shall be on the provision of high quality, comprehensive and age appropriate health care, including without limitation: written and oral consultations; preventative, acute, and chronic care including admission history and annual physical examinations; sick care; prescription of medication; application of medication treatment; medical treatment planning; and follow-up visits as needed.</p> <p>C. The physician shall order laboratory analyses, which may include without limitation complete blood count, chemistry profile, antiepileptic drug levels, urinalysis, thyroid profiles and other tests as deemed medically necessary, on an annual basis or more often as medically necessary. The Physician shall evaluate all laboratory analyses and</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p> <p>Acceptable performance shall be determined based on physician's quarterly reporting submissions as specified in "Reporting".</p>	<p>1st incident: A forty percent (40%) penalty will be assessed in the following months' payment to the vendor for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The forty (40%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>2nd 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 Vendor's file, and contract termination.</p>

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<p>prescribe the necessary medical intervention based upon the individual's condition.</p> <p>D. The physician shall refer clients to outside medical and ancillary services as necessary to provide appropriate medical care.</p> <p>E. The physician shall maintain communication with in-patient/out-patient medical providers regarding client's treatment, progress and hospital discharge plan.</p>		
<p>Individual Program Planning</p> <p>The physician shall participate (directly or indirectly) in determining each client's Individual Program Plan (IPP) within an interdisciplinary setting. Physician shall provide assessments of each individual's physical and mental handicaps, required treatment and preventative measures, in order to ensure that the IPP reflects the client's potential capabilities.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p> <p>Acceptable performance shall be determined based on physician's quarterly reporting submissions as specified in "Reporting".</p>	<p>1st Incident: A Corrective Action Plan acceptable to DHS will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months' payment to the vendor for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty-five (25%) penalty will 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 Vendor's file, and contract termination.</p>

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<p>Administrative Services</p> <p>A. The physician must provide any administrative services required under state laws governing Long Term Care facilities and DHS policies.</p> <p>B. Physician shall at all times maintain an up-to-date on-site and on-call schedule for reference by nursing services and residential services providers.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p> <p>Acceptable performance shall be determined based on physician's quarterly reporting submissions as specified in "Reporting".</p> <p>Physician's up-to-date on-site and on-call schedule must be available at the SEAHDC all times and shall be provided to DHS within one (1) hour of request by DHS.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DHS will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months' payment to the vendor for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty-five (25%) penalty will 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 Vendor's file, and contract termination.</p>
<p>Medical Records Maintenance</p> <p>A. Physician must Document any and all treatment provided in the individuals' medical records (chart), which must be maintained at the facility and in accordance with all controlling medical standards.</p> <p>B. The Physician shall monitor all monthly quality reviews of the clients' medical records for thoroughness.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p> <p>The physician must provide DHS with immediate on-site access to all client charts upon request by DHS.</p> <p>The physician must provide any client charts requested by DHS within twenty-four (24) hours of request.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DHS will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months' payment to the vendor for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty-five (25%) penalty will be calculated from the total</p>

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		<p>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 Vendor's file, and contract termination.</p>
<p>Reporting</p> <p>A. The physician shall provide quarterly reports to DHS containing the following without limitation:</p> <ol style="list-style-type: none"> 1. All medical care and services provided to each client, including laboratory testing and analysis; 2. All referrals made to outside medical providers; 3. All communications regarding client care to and from outside in-patient and out-patient medical providers; 4. Assessments of each client's physical and mental handicaps and how these are reflected in the client's IPP; 5. Progress notes for each client; 6. A copy of the physician's on-site and on-call schedule for the previous quarter, and physician's anticipated on-site and all call for the coming quarter 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS</p>	<p>1st Incident: A Corrective Action Plan acceptable to DHS will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months' payment to the vendor for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty-five (25%) penalty will 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 Vendor's file, and contract termination.</p>

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<p>7. A copy of physician's sign-in/sign-out log for the quarter;</p> <p>8. A copy of physician's current licensure and any other certifications applicable to the position; and</p> <p>9. A summary of all administrative services provided by the physician during the previous quarter.</p> <p>B. Quarterly reports shall be provided in a DHS-approved format and on or before a deadline approved by DHS.</p>		
<p>Compliance</p> <p>A. The physician shall adhere to all DHS policies and Health Insurance Portability and Accountability (HIPAA) laws and regulations related to protecting the rights and privacy of each client.</p> <p>B. The physician must comply with all Federal and State statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the position.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria at all times throughout the contract term as determined by DHS.</p> <p>Upon request by DHS, the physician must provide DHS with immediate access to all client charts and records to verify compliance with DHS policies and HIPAA laws and regulations.</p> <p>The physician must report all violations of DHS policy and HIPAA laws and regulations to DHS within twenty-four (24) hours of detection.</p> <p>The physician must include a copy of current licensure and any other certifications applicable to the position with each quarterly report submission.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DHS will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty-five percent (25%) penalty will be assessed in the following months' payment to the vendor for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty-five (25%) penalty will 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</p>

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		Report (VPR) maintained in Vendor's file, and contract termination.
<p>Conflict of Interest Mitigation</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>Transition Planning</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. 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.