

**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. Assessments. Contractor shall provide face-to-face Intake Health Screenings and additional assessments for all juveniles committed to Division of Youth Services (DYS) residential treatment centers and juvenile detention facilities as specified in Appendix A: Assessment Overview. Initial Intake Health Screenings shall also include the following without limitation:</p> <ol style="list-style-type: none"> 1. Physical health appraisal (baseline labs, history, review of medications, etc.). 2. Mental health evaluations. 3. Vision Screening. 4. Dental Screening. 5. Hearing Screening. 6. IQ testing. 7. Contractor shall request school and medical records that will be utilized as a part of the comprehensive evaluation to ensure recommendations are based on both objective testing and on input from all available sources. 8. Referral for speech and language evaluation as determined by the evaluating clinician. <p>Initial Intake Health screenings must be provided by either a licensed Advanced Practice Registered Nurse (APRN) or a Doctor of Medicine (MD).</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance at all times throughout the contract term as determined by DYS.</p>	<p>1st incident: A Corrective Action Plan acceptable to DYS will be due to DYS 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: DYS 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 maintained in Vendor's file, and contract termination.</p>
<p>B. Primary Medical Care. Contractor's intake unit staff shall coordinate with DYS facility staff to ensure medical care is provided during the juvenile's commitment:</p> <ol style="list-style-type: none"> 1. Contractor shall utilize Telemedicine to facilitate follow-up appointments, sick-calls twelve (12) hours per day from 7:00 a.m. to 7:00 p.m., and for routine checks for medication management. 2. Contractor shall arrange for on-call medical services within established protocols utilized to manage medical concerns after 5:00 p.m., Monday through Friday, and on weekends and holidays as approved by DYS. 3. Follow-up or referral for additional 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria one hundred percent of the time as determined by DYS.</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: DYS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices</p>

<p>services based on juvenile health appraisals should occur within two (2) business days after health appraisal with monthly observations until identified issues are resolved.</p> <p>4. Scheduling of health assessments and sick calls must be coordinated with DYS intake staff and DYS-contracted residential service providers as determined by DYS.</p>		<p>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>C. Medication Provision and Management. Contractor or subcontractor shall order and obtain medications for all juveniles housed within DYS custody. All medications shall be delivered to the AJACT intake facility and shall be secured, accounted for, and distributed to the various DYS sites by contractor or subcontractor.</p> <p>All pharmaceutical services provided must comply with applicable State and Federal regulations and must be monitored by a licensed, qualified pharmacist. Additionally:</p> <ol style="list-style-type: none"> 1. Contractor or subcontractor must meet all Board of Pharmacy regulations, State laws, Arkansas State Board of Nursing and Health Department regulations. 2. Contractor must subcontract or directly provide pharmaceutical services. 3. Contractor or subcontractor must develop and participate in medication pass protocols and staff activity in coordination with DYS-contracted residential services provider. 4. Contractor or subcontractor shall establish and maintain an inventory and daily count of narcotic medications onsite. 5. Contractor or subcontractor may provide and distribute over the counter medications upon physician order. 6. Contractor or subcontractor must maintain current, accurate records for pharmaceutical inventory and 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria one hundred percent of the time as determined by DYS.</p> <p>All pharmaceutical services provided must comply with applicable State and Federal regulations and must be monitored by a licensed, qualified pharmacist.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DYS will be due to DYS 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: DYS 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>distribution.</p> <ol style="list-style-type: none"> 7. Contractor or subcontractor must provide a thirty (30)-day supply of discharge medications as needed. 8. Contractor or subcontractor must provide medication distribution and medication inventory trainings, and any other training required by Arkansas State Medical Board and Arkansas State Board of Pharmacy for on-site staff. 9. Contractor or subcontractor shall maintain adequate medical supplies to perform daily services and emergency needs 		
<p>D. Referrals for Off-Site Services. Contractor shall provide detailed recommendations regarding medical care, education supports, and mental health referrals for all juveniles committed to a DYS facility:</p> <ol style="list-style-type: none"> 1. Contractor must establish agreements with localized vendors for services. 2. Contractor must provide payment for non-emergency medical services and emergency medical services reimbursable by DYS. 3. Referrals for medical services must be approved by DYS prior to service, except in emergency situations. 4. Non-emergency referrals must occur within two (2) business days of identification of need. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria one hundred percent of the time as determined by DYS.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DYS will be due to DYS 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: DYS 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>E. Vision Care. Contractor shall ensure an optometrist or optometry professional completes a vision exam (See Appendix A: "Physical Examination") and shall provide corrective lenses, as needed, within ten (10) business days of intake process if the juvenile has a failed the vision screening at intake:</p> <ol style="list-style-type: none"> 1. Contractor will fulfill optometry needs such as glasses. 2. Contractor will refer services as needed. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria one hundred percent of the time as determined by DYS.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DYS will be due to DYS 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: DYS reserves the right to impose additional penalties including without limitation, withholding</p>
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<p>F. Dental Care. Contractor shall ensure a dental professional provides a dental exam and needed treatment as indicated within ten (10) business days of intake:</p> <ol style="list-style-type: none"> 1. Contractor shall provide cleanings and screenings. 2. Contractor shall refer services as needed. 	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria one hundred percent of the time as determined by DYS.	<p>1st Incident: A Corrective Action Plan acceptable to DYS will be due to DYS 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: DYS 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 maintained in Vendor's file, and contract termination.</p>
<p>G. Safety, Sanitation, and Infectious Disease Control:</p> <ol style="list-style-type: none"> 1. Contractor must meet all Department of Health regulations. 2. Contractor must inspect each service area weekly; record any findings; resolve or coordinate resolution of any issues as needed. 3. Contractor must manage all medical waste. 4. Contractor must coordinate protocols with DYS and DYS-contracted residential services providers regarding infectious disease control. 	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria one hundred percent of the time as determined by DYS.	<p>1st Incident: A Corrective Action Plan acceptable to DYS will be due to DYS 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>

		<p>payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DYS 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 maintained in Vendor's file, and contract termination.</p>
<p>H. Discharge and Coordination of Care. Contractor shall provide a detailed discharge summary to ensure continuity of care and will communicate coordination of care needs with community providers.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria one hundred percent of the time as determined by DYS.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DYS will be due to DYS 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</p>

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<p>I. Medical Records Maintenance. Contractor shall maintain an electronic health records system which documents all medical encounters and medications for all juveniles committed to DYS residential facilities. Records shall include without</p> <ol style="list-style-type: none"> 1. Contractor must implement a DHS-approved Electronic Health Records System within ninety (90) days of the contract start date. 2. Contractor shall maintain a paper record for each client until Contractor implements Contractor's Electronic Health Record Management System. 3. Contractor shall implement provisions to transfer electronic data records as requested by DYS. 4. Contractor's records shall include without limitation the following for each client: <ol style="list-style-type: none"> a. Identifying information (i.e., name, number, date of birth, sex). b. A master problem list containing medical and behavioral health diagnoses and treatments as well as known allergies. c. Intake screening and health 	<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>All medical records must be maintained in compliance with all Health Insurance Portability and Accountability Act (HIPPA) rules and regulations.</p> <p>Contractor must provide DHS with immediate on-site access to all client records upon request by DHS.</p> <p>Contractor must provide any client records requested by DHS within twenty-four (24) hours of request.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DYS will be due to DYS 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: DYS 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 maintained in Vendor's file, and contract termination.</p>

<p>assessment forms.</p> <ul style="list-style-type: none"> d. Progress notes of all significant findings, diagnoses, treatments, and dispositions. e. Clinician orders for prescribed medication and medication administration records. f. Individualized Patient Care Plans. g. Reports of laboratory, X-ray, and diagnostic studies. h. Flow sheets. i. Consent and refusal forms. j. Release of information forms. k. Results of specialty consultations and off-site referrals. l. Discharge summaries of hospitalizations and other inpatient stays. m. Special needs treatment plans, if applicable. n. Immunization records, if applicable. o. Outside medical records, if applicable. p. Place, date, and time of each clinical encounter. q. Signature and title of each documenter. <p>5. All medical records must be maintained in compliance with all Health Insurance Portability and Accountability Act (HIPPA) rules and regulations.</p> <p>6. Contractor must provide DHS with immediate on-site access to all client records upon request by DHS.</p> <p>7. Contractor must provide any client records requested by DHS within twenty-four (24) hours of request.</p> <p>8. Contractor must upload individual records into JJIS.</p>		
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<p>J. Policies, Protocols, and Accreditations:</p> <ol style="list-style-type: none"> 1. Contractor must establish protocols in accordance with DYS policies. 2. Contractor must work with DYS vendors to establish protocols for med pass, sick calls, emergency management, etc. 3. Contractor must assist in the development, writing, and review process for accreditations such as Commission on Accreditation for Rehabilitation Facilities (CARF) and American Correctional Association (ACA). 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria one hundred percent of the time as determined by DYS.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DYS will be due to DYS 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: DYS 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 maintained in Vendor's file, and contract termination.</p>
<p>K. Staffing.</p> <p>Contractor shall provide a staffing pattern which is adequate to perform services within the Arkansas State Board of Nursing and the Arkansas Department of Health (ADH) regulations and licensing, and ACA, and CARF standards. The Vendor must provide the following clinical staff to provide services to juveniles committed to DYS facilities:</p> <ol style="list-style-type: none"> 1. Licensed Practical Nurses (LPNs) to provide the following services without limitation: <ol style="list-style-type: none"> a. Review past/current medications. b. Assess symptoms of contagious diseases per developed protocol. c. Obtain medical history, mental health history, and dental history, immunization history assessment per ADH registry, 	<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 DYS will be due to DYS 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: DYS reserves</p>

<p>and update as needed.</p> <ul style="list-style-type: none"> d. Conduct tuberculosis screening per protocol. e. Conduct sexually transmitted disease (STD) testing per protocol. f. Conduct nutrition/diet screening. g. Conduct hearing screening. h. Conduct vision screening. i. Conduct deoxyribonucleic acid samples pursuant to A.C.A. §9-27-357. j. Distribute medications. <p>2. An APRN/MD/Psychiatrist to provide the following services without limitation:</p> <ul style="list-style-type: none"> a. MD/Psychiatrist- Provide a health appraisal, develop a plan for continuation/discontinuation of medication, specifically psychotropic medications. b. MD/Psychiatrist- Prescribe medications as indicated and within scope of practice. c. APRN/MD/Psychiatrist- Refer for Developmental/Behavioral Pediatrician/Psychiatrist evaluation if needed. d. APRN/MD/Psychiatrist- Complete telemedicine encounters for sick call. e. APRN/MD/ Psychiatrist- Train staff on medication distribution and the proper use of developed protocols. f. APRN/MD/ Psychiatrist- Develop a plan for referrals to specialty clinics when needed (i.e., Infectious Disease, Cardiology, Obstetrics, etc.). <p>3. Registered Nurse (RN) to serve as Nurse Coordinator for Health Care providing supervision of LPNs and providing inventory of onsite medications.</p> <p>4. A certified psychological examiner or mental health professional to provide the following services without limitation:</p> <ul style="list-style-type: none"> a. Complete mental health 		
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<p>assessment and refer for therapies as indicated, such as substance abuse treatment and sexual disorders treatment.</p> <ul style="list-style-type: none"> b. Refer to Developmental/Behavioral Pediatrician/Psychiatrist for medication management. c. Complete an educational assessment per developed protocol. d. Provide referral for a language assessment if indicated (for special education and/or mental health). <p>5. Dentist (PT) to supervise the dental hygienist and provide other dental services and referrals as needed.</p> <p>6. Dental Hygienist (part-time) to conduct oral/dental screening per American Academy of Pediatrics protocol.</p> <p>7. Medical Director (MD or Psychiatrist PT) to act as designated health authority for all services provided.</p> <p>8. Health Services Administrator to oversee daily health care services.</p> <p>9. Any additional staff required to provide the services specified in this contract upon approval from DYS.</p> <p>10. In the event of a vacancy, Contractor must notify DYS within twenty-four (24) hours.</p> <p>11. Any gap in services resulting from a vacancy must be addressed within twenty-four (24) hours.</p>		
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		<p>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>L. Reporting.</p> <p>1. Contractor shall provide reports to DYS on a quarterly basis, or more often if requested by DYS. Reports shall include the following information without limitation:</p> <ul style="list-style-type: none"> • Results of all initial intake assessments for the preceding quarter. • All medical services encounter for the previous quarter. • All pharmacy services provided for the previous quarter. • All referrals to off-site services provided during the previous quarter. • All vision care provided for the previous quarter. • All dental care provided for the previous quarter. • Summaries of all discharges for the previous quarter, including coordination of care communications with community providers. • Copies of current licensure for all clinical staff providing services specified under this contract. <p>2. Individualized Assessment Reporting</p> <p>Individualized assessment reporting for each juvenile must be submitted within ten (10) business days of intake.</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>1st Incident: A Corrective Action Plan acceptable to DYS will be due to DYS 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: DYS 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 maintained in Vendor's file, and contract termination.</p>
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<p>M. 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 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>
<p>3.1 PERFORMANCE BONDING A. The Contractor shall be required to obtain performance bonds to protect the State's interest as follows:</p> <ol style="list-style-type: none"> 1. The amount of the performance bonds shall be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. 2. The State shall require additional performance bond protection when a contract price is increased or modified. 3. The performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) days of contract execution. 4. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>The Vendor will be fined five hundred dollar (\$500) per day for each day Vendor fails to meet the Performance Bonding Requirements specified in Service Criteria.</p> <p>In addition Vendor's continued failure to meet Service Criteria, may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract termination.</p>

<p>5. Failure to provide is a breach of contract and may result in immediate contract termination.</p> <p>B. The Contractor shall submit documentation to the satisfaction of the State that a performance bond has been obtained. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract.</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.