

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:

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| <p>Delivery of Services</p> <ol style="list-style-type: none"> 1. The Contractor shall provide services in Sebastian County to children and adolescents in the custody of DHS. Statewide referrals must be accepted. 2. The Contractor shall be in compliance with the <u>Minimum Licensing Standards for Child Welfare Agencies, PUB 004</u> incorporated herein by reference. 3. The Contractor shall follow all DCFS policies and procedures, located at https://humanservices.arkansas.gov/about-dhs/dccece/programs-services/placement-and-residential-licensing 4. The Contractor shall be in compliance with the versions of the policies and guidelines listed below and included in this packet upon completion of the promulgation process of these rules (targeted effective date: October 1, 2020). <ol style="list-style-type: none"> a. Policy VI-P: Private Licensed Placement Agency (PLPA) Resource Homes b. Policy VII-A: Resource Home Definitions and Purpose c. Policy VII-C: Resource Home Assessment Process d. Policy VII-G: Alternate Care for Children in Out-of-Home Placement e. Excerpt from PUB-30: Resource Parent Handbook 5. The Specialized Private Licensed Placement Agencies (PLPA) shall be responsible for the following, independent of DCFS: <ol style="list-style-type: none"> a. Recruitment, training, licensing compliance, support, and retention of foster homes in Sebastian County. b. Recruitment efforts focused on families who will accept: <ol style="list-style-type: none"> i. Large sibling groups with three (3) or more in the sibling group. These groups must all be placed in the same home, not split across homes within the agency. ii. Children over the age of twelve (12). | <p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p> <p>Contractor shall submit monthly certification of compliance with performance indicator. Foster Care Manager will monitor for compliance.</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will 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 ten percent (10%) 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, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |

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| <ul style="list-style-type: none"> iii. Children transitioning from Qualified Residential Treatment Program (QRTP). c. All necessary background checks, training, and Structured Analysis Family Evaluation (SAFE) home studies. d. Monitoring all re-evaluations of the home, including quarterly visits, and meeting Minimum Licensing Requirements. e. Conducting PRIDE training or another training curriculum that has been approved by DCFS in advance. f. Submitting a copy of the SAFE home study along with the completed template when submitting requests to open a new home and when re-evaluating a home. <p>6. Services must be provided in family homes in Sebastian County for children who have been placed in foster care. Only children and youth in the custody of DCFS shall be accepted into a DCFS slot.</p> <p>7. Placement must be contingent upon the client meeting admission criteria stated in the program description submitted by the Contractor, hereinafter referred to as the "Program Description", incorporated herein by reference, and the availability of slots/beds within a contract period. DCFS will not approve placement of children and youth who do not meet the criteria listed herein.</p> <p>8. The Private Licensed Placement Agencies (PLPA) shall support DCFS in the mission of reunification and achieving permanence for children and youth:</p> <ul style="list-style-type: none"> a. By working with DCFS to follow policy to ensure siblings who have been separated are placed together. b. By assisting DCFS in weekly visitation of siblings who have been separated. c. By assisting DCFS with transportation to weekly visits for siblings who have been separated. d. By following guidelines established by the Contractor's program | | |

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| <p>description, child welfare licensing, and DCFS policy as it relates to the Alternate Care Policy.</p> <p>e. By supporting DCFS in reunification efforts.</p> <p>f. By supporting DCFS in relative placements for the children and youth in the PLPA setting.</p> <p>9. When a client is moved from one PLPA home to another within the program, the PLPA shall provide written permission from DCFS Family Service Worker(s), stating the reason for the move, to the Foster Care Manager within twenty-four (24) hours of the move.</p> <p>10. Contractor shall have a plan in place for continued placement support surrounding placement disruptions. Contractor must be prepared with crisis intervention. When a placement must be disrupted, a thirty (30) day notice must be provided to DCFS unless there is an imminent safety factor.</p> <p>11. Contractor shall ensure appropriate mental health services are obtained for clients accepted in their program, as needed, and DCFS policy shall be followed.</p> <p>12. Services and all therapy must be provided by professionals licensed for independent practice in the State of Arkansas in the discipline of Social Work or Counseling.</p> | | |
| <p>Plan of Care</p> <p>1. For each client in the program, the Contractor shall work with DCFS and maintain a minimum of monthly contact with the Family Service Worker to discuss client's progress, continuing needs, and problem areas when appropriate.</p> <p>2. DCFS Family Service Worker will develop a visitation schedule with the client's family and coordinate with the PLPA case manager.</p> <p>3. Visitation must take place unless:</p> <ul style="list-style-type: none"> • Visitation is contrary to court order. • Parental rights have been terminated. | <p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p> <p>Contractor shall submit monthly certification of compliance with performance indicator. Foster Care Manager will monitor for compliance.</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will 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</p> |

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| <ul style="list-style-type: none"> • Potential visitation has been order stopped. • Visitation is temporarily halted or terminated for therapeutic reasons approved by DCFS. <p>4. The Contractor's agent assigned to the client shall accompany the DCFS Family Service Worker on the visit as appropriate and assist with transportation when available.</p> <p>5. Contractor shall maintain records of the client-specific case planning per DCFS policy and child welfare licensing. Documentation must reflect, at a minimum:</p> <ul style="list-style-type: none"> a. Case plan developed in accordance with recommendations made by a physician, licensed professional, or DCFS staff involved in the care of a client; and b. Any revisions of the case plan. c. The portion of monthly contract payment given to Foster Parents (a minimum of thirty-four percent (34%) of the total monthly payment per client paid to Contractor). <p>6. Contractor shall submit monthly update reports to the DCFS Family Services Worker regarding the children placed in their foster homes.</p> | | <p>contract. The ten percent (10%) 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, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>Additional Contract Requirements</p> <p>1. Contractor shall notify DCFS Foster Care Program Manager within seventy-two (72) hours of any changes in the business entity which include, but are not limited to business entity existence, name change of the business, new location of the business, new telephone numbers and contact person.</p> <p>2. The Contractor shall notify DCFS within seventy-two (72) hours of any changes in personnel impacting the contracted services and provide documentation to DCFS of new personnel with their qualifications prior to delivery of services.</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>Less than one hundred percent (100%) compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>DCFS and the contractor may agree upon and implement a corrective action plan or may withhold payment for services until sufficient performance occurs.</p> |

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| <p>3. The Contractor shall ensure that all individuals have cleared an Arkansas State Police criminal background check, Arkansas Child Maltreatment Registry check, a Vehicle Safety Check (i.e., driving record), and an FBI fingerprint-based criminal background check and, out-of-state child maltreatment investigations if required. Such checks must be repeated every two (2) years.</p> <p>4. Contractor shall ensure they have their own reliable transportation.</p> <p>5. Contractor shall attend a one-day DCFS orientation and training regarding agency policy, procedure, and form requirements within the first ten (10) business days of the contract effective date. The DCFS Foster Care Manager or designee will notify the contractor of the training location at least five (5) business days before the training date.</p> <p>6. Contractor shall submit a monthly report to DCFS by the tenth (10) working day of the month for the preceding month that includes but is not limited to the following information: names of referral received by date, current children who are in placement, reasons for discharges on each child, current agency concerns.</p> <p>7. Contractor shall process invoices in accordance with procedures established by DCFS. Invoices for monthly billing must be developed on-line through the CHRIS Financial Module https://dhs.arkansas.gov/dcfs/pie/login.aspx. Invoices along with the certification of compliance should be submitted to the area Financial Coordinator by the tenth (10) day of the month. If the tenth day is on a weekend, billing is due no later than the following Monday. Only original signed invoices shall be accepted.</p> <p>8. Contractor shall submit a certification of compliance with performance indicators with monthly billing. Billing must comply with DCFS policy and procedures.</p> | | |

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| <p>9. Contractor shall be responsible for maintaining confidentiality as well as record retention. Please provide proof of your agency or organizational policy on retention and confidentiality.</p> | | |
| <p>Mandated Reporting Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor’s employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors’ employees and agents, while performing duties under this contract, have reasonable cause to suspect:</p> <ul style="list-style-type: none"> a. That a child has been subjected to child maltreatment; b. Died as a result of child maltreatment; c. Died suddenly and unexpectedly; d. Observes a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. <p>or</p> <ul style="list-style-type: none"> e. That an endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of</p> | <p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> | <p>For each failure to report, DHS may impose:</p> <ul style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months’ payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full</p> |

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| <p>its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p> | | <p>compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p> |
| <p>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>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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| <p>Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</p> <ol style="list-style-type: none"> 1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request. 2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. 3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A). <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements.</p> | <p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p> | <ol style="list-style-type: none"> 1. For each failure to meet performance standard, DHS may impose: <ol style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. <p>In addition to the above, Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and accurately provide the requested information and</p> |

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| | | <p>documents.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</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.