

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-267 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>The Contractor shall provide Supportive Living Services for clients referred by or in the custody of the Department of Human Services (DHS), age birth to twenty-one (21) years old who have a primary diagnosis of developmentally disabled to enable such persons to reside successfully in their own homes, with their families, or in an alternative living residence or setting.</p> <ul style="list-style-type: none"> • Clients participating in the PASSE who have not been approved for DDS waiver services receive basic medical insurance that reimburses for doctor's appointments and medications. A care coordinator is assigned to assist with setting up services for the client. DCFS reimburses the contractor for supportive living services, transportation, care, and training. • Clients not participating in the PASSE and who have not been approved for DDS waiver are billed on contract. DCFS reimburses the contractor for supportive living services, transportation, care, and training. • Clients that have been approved and have open waiver service receive all services. A care coordinator is assigned to assist with setting up services. If a PASSE does not approve all requested hours, DCFS will supplement services on contract. <p>Note: Dually diagnosed clients can get supportive living services without an open waiver.</p> <ul style="list-style-type: none"> • DCFS will make the sole determination of the service level required for clients in accordance with the service level descriptions listed below, and DCFS reserves the right to a third-party review. 	<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>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 terminating the contract.</p>

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<p>1. Tier 2 DDS Assessment or Equivalent Service Level – At this level of service, Clients who require care up to the level defined in a Tier 2 DDS Assessment or equivalent level of service including but not limited to:</p> <ul style="list-style-type: none"> • Receives case management as well as transportation services. • Receives a maximum of twelve (12) hours of supportive living services per day. • May require minimal services or may require more attention and structure such as constant repetition and follow through on instructions. • May need assistance with dressing, bathing, general toilet needs as well as some help with ambulation. • May exhibit feeding challenges such as excessive intake, extremely slow and/or messy intake requiring assistance. ▪ May periodically exhibit minimal dependency, passivity, lack of responsiveness and/or the ability to relate • May have some behavioral health needs. • May have frequent medical and mental health appointments. • Behaviors are due to intellectual, developmental, or physical disabilities. <p>2. Tier 3 DDS Assessment or Equivalent Service Level –Clients who require care at the level defined in a Tier 3 DDS Assessment or equivalent level of service including but not limited to:</p> <ul style="list-style-type: none"> • Receives case management as well as transportation services. • Receives a maximum of twenty-four (24) hours of supportive living services per day. • Requires intensive services. • Requires assistance with dressing, bathing, general toilet needs as well as some help with ambulation. 		

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<ul style="list-style-type: none"> • May exhibit feeding challenges such as excessive intake, extremely slow and/or messy intake requiring help and/or supervision. • May require frequent appointments to the physician or other healthcare provider. • May require appliances for drainage or other medical issues. • May require aspiration, suctioning, mist tent, etc., tube feeding and constant supervision. • May have behavioral health needs that may result in some aggression. • Behaviors are due to intellectual, developmental, or physical disabilities. <p>3. Clients that have not received a DDS assessment will be reviewed by DCFS, with input from the Contractor, to determine the required level of service in accordance with the standards and requirements stated herein.</p> <p>DCFS, at their sole discretion, may determine that in rare cases the needs of a client exceed the service levels listed above.</p> <p>DCFS reserves the right to review the Cost of Care Plan for these rare placements, including but not limited to corresponding services and/or pricing. Reviews may be conducted by a DCFS designee up to and including a 3rd party Medical Review at the time of placement and/or through the duration of that placement. DCFS written approval of the Cost of Care Plan is required to authorize services that exceed those listed above. DCFS determinations under this section are final.</p>		
<p>Plan of Care</p> <p>1. The Contractor shall develop, within thirty (30) days of a client's admission to the program, an individualized plan of care providing the developmentally disabled services which address the</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service</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>

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<p>client's emotional, behavioral, and psychological needs. The plan of care must include the following:</p> <ol style="list-style-type: none"> Documentation supporting the client's developmentally disabled diagnosis and complications indicating the need for admission; A chronological description of the functional levels of that individual; A plan for continuing care, including a plan for supportive living and day habilitation, transportation and, if necessary, psychological or psychiatric consultation; A plan for group or individual therapy; Any orders for: <ul style="list-style-type: none"> medications treatments activities social services diet education training in independent living skills; and A plan for discharge <p>2. Copies of the plan of care must be submitted to the referring DCFS County Office within thirty (30) days of admission.</p>	<p>criteria and standards for acceptable performance throughout the contract term as determined by DHS</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 terminating the contract.</p>
<p>Cost of Care A client-specific Cost of Care plan must be completed on the automated Cost of Care Plan form and submitted and approved by the Specialized Services Unit (SSU) Program Manager or the Assistant Director of Placement Support and Community Outreach upon client's admission.</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>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</p>

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<p>Supportive Living Requirements</p> <ol style="list-style-type: none"> 1. The Contractor shall provide supportive living supervision and activities meant to assist the client to acquire, retain, or improve skills in a wide variety of areas that directly affect the person's ability to reside as independently as possible in the community. 2. The Contractor shall document the habilitation objective to be served by each activity in the client's Person-Centered Services Plan (PCSP). 3. Examples of supervision and activities to be provided as a part of supportive living include: <ol style="list-style-type: none"> a. Decision making, including the identification of and response to dangerously threatening situations, making decisions and choices affecting the client's life, and initiating changes in living arrangements or life activities. b. Money management, including training, assistance or both in handling personal finances, making purchases, and meeting personal financial obligations; c. Daily living skills, including training in accomplishing routine housekeeping tasks, meal preparation, dressing, personal hygiene, administration of medication (to the extent permitted by state law), proper use of adaptive and assistive devices and household appliances, training on home safety, first aid, and emergency procedures; d. Socialization, including training and assistance in participating in general community activities and establishing relationships with peers. Activity training includes assisting the client to 	<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>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 terminating the contract.</p>

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<p>continue to participate on an ongoing basis.</p> <p>e. Community integration experiences, including activities intended to instruct the client in daily living and community living in integrated settings, such as shopping, church attendance, sports, and participation sports.</p> <p>f. Mobility, including training and assistance aimed at enhancing movement within the client's living arrangement, mastering the use of adaptive aids and equipment, accessing and using public transportation, independent travel or movement within the community.</p> <p>g. Communication, including training in vocabulary building, use of augmentative communication devices, and receptive and expressive language.</p> <p>h. Behavior shaping and management, including training and assistance in appropriate expression of emotions or desires, compliance, assertiveness, acquisition of socially appropriate behaviors or reduction of inappropriate behaviors.</p> <p>i. Reinforcement of therapeutic services, including conducting exercises reinforcing physical, occupational, speech, behavioral or another therapeutic program.</p> <p>j. Companion activities and therapies, or the use of animals as modalities to motivate clients to meet functional goals established for the client's habilitative training, including language skills, increased range of motion, socialization, and the development of self-respect, self-esteem, responsibility, confidence, an assertiveness; and</p> <p>k. Health maintenance activities, which include tasks that clients would otherwise do for themselves or have a family client do, except for injections</p>		

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<p>and intravenous medication administration.</p> <p>4. Services shall be provided in a family care and training home, an apartment, or leased house in an integrated community setting.</p> <p>5. Contractor's service shall include transportation and consultation for all or part of a calendar day.</p>		
<p>Education The Contractor shall initiate, supervise, and document individual education plans and shall ensure that educational services are provided in compliance with Arkansas and federal law, including Department of Education (DOE) rules and regulations.</p> <ol style="list-style-type: none"> 1. The Contractor shall maintain client educational records on site. 2. The Contractor shall allow DCFS and the Arkansas Department of Education access to all client records pertaining to education. 	<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>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 terminating the contract.</p>
<p>Mental Health Services The Contractor shall provide or arrange counseling and therapy services (group and/or individual and family) by licensed and qualified personnel acceptable to DCFS as identified and documented in the client's plan of care.</p> <ol style="list-style-type: none"> 1. Contractor shall provide or arrange competent and appropriately licensed personnel for all mental health services. Competent or qualified person(s) shall have a current Arkansas license as a: psychologist; psychological examiner; licensed certified social worker; psychiatrist or 	<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>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>

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<p>a licensed master social worker working under supervision as required by Arkansas law for the independent practice of social work.</p> <p>2. Contractor shall maintain documentation of provision of counseling and therapy services as identified in the individualized treatment plan.</p> <p>3. Contractor shall submit resumes and licensure qualifications to DCFS for all personnel performing services under the contract and shall update same as personnel changes are made.</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 terminating the contract.</p>
<p>The Contractor must meet DHS/DCFS Minimum Licensing Standards for Child Welfare Agencies (Link), incorporated herein by reference, in addition to any other training.</p> <p>1. Foster parents must follow the provisions of the Foster Parent Handbook (Link)</p> <p>2. Foster parents must be trained in a curriculum specific to the population that they are serving.</p> <p>3. Foster parents must be trained in CPR/First Aid as prescribed by the American Red Cross or the American Heart Association.</p> <p>4. If client is placed in an Alternative Living arrangement, Contractor shall employ, train, and maintain enough appropriately trained staff persons to meet the client's need for supervision twenty-four (24) hours a day.</p> <p>5. The Contractor must provide on-going training and support to foster parents and caregivers to ensure health, safety, and well-being of client.</p> <p>6. The Contractor must maintain up-to-date training records detailing training provided for all employees.</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>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 terminating the contract.</p>
<p>Medical Needs</p> <p>1. Contractor shall provide for routine medical needs (e.g., scheduling of doctor/dentist/eye appointments),</p>	<p>Acceptable performance is defined as one hundred percent (100%) 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>

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<p>including necessary transportation by foster parents or staff.</p> <ol style="list-style-type: none"> a. Foster parents and staff providing transportation shall have the requisite licensure and insurance as provided for by Arkansas law. b. Contractor shall maintain documentation of meeting medical needs. c. Contractor shall maintain documentation of current car insurance and valid driver's license for all staff transporting DCFS clients. <p>2. For each client in the program, the Contractor must involve the client's family in treatment planning and maintain a minimum of monthly contact with the client's parents to discuss the client's progress, continuing needs, and any problem areas.</p> <ol style="list-style-type: none"> a. DCFS Family Service Worker will develop a visitation schedule and coordinate with the case manager. b. Visitation must take place unless such contact is contrary to court order, parental rights have been terminated, or potential visitation has been ordered stopped. c. The Contractor's agent assigned to the client shall accompany the DCFS Family Service Worker. <p>3. Contractor shall adhere to DCFS Family Service Policy and Procedure Manual, Procedure VI-D4 (Attachment G), incorporated herein by reference, in maintaining the Medical Passport (medical and psychological history) for each DCFS client in placement. Note: It is the responsibility of the DCFS worker assigned to the client to originate the Medical Passport and provide to the Contractor at time of placement.</p> <ol style="list-style-type: none"> a. Contractor must document receipt of Medical Passport. 	<p>with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS</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 terminating the contract.</p>

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<p>b. If not readily available at time of placement, Contractor must document within ten (10) days that it has been received or requested from caseworker.</p>		
<p>Incident Reporting The Contractor shall adhere to the DHS Incident Reporting Policy No.1090 (Attachment H) notification requirements incorporated herein by reference as if set out word for word.</p> <ol style="list-style-type: none"> 1. In the event of a runaway client, the Contractor shall notify law enforcement and the youth's home county or local DCFS office where the youth is believed to be and the youth's parents or guardians. 2. For all other incidents, the Contractor shall complete an Incident Report and transmit via email to the SSU manager and to the local DCFS county office within twenty-four (24) hours of the incident and follow-up with a hard copy. 3. Any incident involving death, life-threatening injury, runaway, or incident which may be reported in the media, shall be immediately, within ten (10) minutes, reported to DCFS by phone (501-320-6593) during regular work hours, Monday through Friday and after hours and holidays to the DCFS 24-hour phone line (1-800-482-5964) with a written report submitted by fax on the same day. 	<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>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 terminating the contract.</p>
<p>Progress Report Contractor shall submit monthly progress reports to the placing DCFS County Office by the 10th working day of the following month. They shall contain the following:</p> <ul style="list-style-type: none"> • Progress toward goals stated in the treatment plan • Medical visits • Educational issues • Summary of incident reports • Contact with family • Any court involvement 	<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>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</p>

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<p>Placement</p> <p>Contractor shall not place more than one (1) client in a family care and training home or alternative living situation without written approval from the Manager of SSU or the DCFS Assistant Director of Placement Support and Community Outreach. Exceptions can be made in the following instances:</p> <ul style="list-style-type: none"> • If an emergency placement is required, a verbal request can be made but must be followed with a written request within twenty-four (24) hours; • For respite care, Contractor must follow guidelines established by the Contractor's program description approved by the manager of SSU; • Sibling visitation; • Sibling group placement; • Temporary placement in another home due to the illness of the primary caretaker. SSU Manager must be notified of placement and the length of anticipated stay within twenty-four (24) hours of the placement. • Clients may be temporarily absent from the program because of illness; admission to a hospital for medical needs or mental health needs, incarceration, trial home visits or due to runaway behavior. Billings for clients who are temporarily absent may continue until the client has been absent for ten (10) consecutive program days. The intent of the absentee billing is to avoid penalizing either the client (by filling the client's slot in the program due to temporary 	<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>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 terminating the contract.</p>

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<p>absence) or the Contractor (by not allowing reimbursement for the client's slot while it is held open pending the client's return).</p> <p>Contractor shall provide written notification if a client is moved from one family care and training home to another home or alternative living situation within the program. This written notification must state the reason for the move and be provided by the DCFS county office assigned to the client within twenty-four (24) hours of the move.</p>		
<p>Visitation</p> <ol style="list-style-type: none"> 1. The Contractor shall arrange for the DCFS Family Service Worker to visit in the foster home at least once a month when the DCFS Family Service Worker contacts the foster care coordinator or administrator to request visitation in a timely manner. a. Each visit shall include a private conversation with the client outside the presence of the foster parent. b. No visitation shall occur without coordination with these staff persons. c. The Contractor's agent assigned to the client will accompany the Family Service Worker, as appropriate. 2. Contractor shall visit the client in the foster home no less than once a week during the first twelve (12) weeks of foster care placement. Each visit shall include a private conversation with the client outside the presence of the foster parent. 3. The Contractor shall ensure that all visitors 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>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>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 terminating the contract.</p>
Discharge	Acceptable performance is	1st Incident: A Corrective Action Plan (CAP) acceptable to DHS

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<p>1. The Contractor shall prepare a discharge summary and submit to the referring DCFS Family Service Worker thirty (30) days prior to the scheduled discharge date. The discharge summary shall contain the following information:</p> <ul style="list-style-type: none"> a. Identifying data b. Admitting diagnosis c. History of presenting behavior d. Major problems e. Progress and reason for discharge f. Medical information g. Independent Living Skills provided h. Aftercare plan and recommendation(s), including: <ul style="list-style-type: none"> • Referrals and follow-up • Discharge medications • Educational recommendations • Placement recommendations i. Signature by case manager and program director <p>2. Contractor shall be exempt from providing thirty (30) day notice of discharge under the following conditions:</p> <ul style="list-style-type: none"> a. The child becomes a danger to himself and others or b. A court of competent jurisdiction orders removal <p>3. In the event of an emergency discharge, the following documentation shall be provided:</p> <ul style="list-style-type: none"> a. Specific behavior supporting the conclusion that the child is a danger to himself and others. b. Internal placement options that were explored. c. Waiver request made to the Specialized Services Unit at 501-320-6593. <ul style="list-style-type: none"> i. If SSU staff are not available, the Assistant Director, Placement, Support and Community Outreach, shall be contacted at 501-682-8433 (if after hours, holiday or weekend, calls should be made as soon as possible the next working day). ii. If a verbal waiver is granted, written documentation shall be 	<p>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>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 terminating the contract.</p>

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submitted within twenty-four (24) hours to the Specialized Placement Unit.		
<p>File</p> <ol style="list-style-type: none"> 1. The Contractor shall maintain a foster home file for each foster parent participating in the program. 2. The file must contain written documentation that the foster home is current in its foster home re-evaluation, including up to date Central Registry and criminal background checks, Department of Motor Vehicle (DMV) check and First Aid and CPR certificates. 3. Contractor shall submit a monthly report to the SSU listing the names of the foster homes re-evaluated each month and whether the home continues to meet licensing standards and the required information is current. 4. Upon request, the Contractor shall immediately produce and make copies of all documents available to DCFS. 5. The Contractor shall notify the Child Abuse and Neglect Hotline (1-800-482-5964) immediately and no later than fifteen (15) minutes after knowing of a suspected case of abuse or neglect, as required by state law and DHS policy. The Contractor shall notify DCFS by the next business day of all reports of suspected abuse or neglect involving client referred by or in the custody of DHS. 	<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>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 terminating the contract.</p>
<p>Payment and Invoicing</p> <p>Contractor must submit monthly billing to SSU by the 10th day of the following month.</p> <ul style="list-style-type: none"> • A monthly summary of clients served that lists all referrals, admissions, on-going placements, discharges and unplanned discharges and certification of compliance must be attached to the billing. 	<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</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</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<ul style="list-style-type: none"> The monthly summary must identify the client by name, the last four (4) digits of the client's social security number, and the client's Medicaid number as well as the service level provided. Contractor shall seek payment through Medicaid and/or Provider-Led Shared Services Entity (PASSE) prior to billing. Contractor shall only bill against the contract for services denied the PASSE, clients who have been denied acceptance into the PASSE, or for clients who are not eligible or have been denied Medicaid. Contractor must provide documentation of PASSE denial with monthly invoicing. The billing must clearly identify the number of units for each client served by the specific service (e.g., residential treatment). The billing must clearly identify the DCFS approved Service Level associated with each client served. Service Levels should be identified as A).Tier 2 Assessment or Equivalent or B.) Tier 3 DDS Assessment or Equivalent. DCFS will not be responsible for billing received outside this timeframe but will consider each case on an individual basis. Invoices must be developed on-line through the PROVIDER INVOICE ENTRY (PIE). Payments to the Contractor will include: 1) Supportive Living Services, 2) Transportation, 3) Foster Parent Payments, Board Payments, and 5) an optional milestone payment for secured 	<p>determined by DHS</p>	<p>(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 terminating the contract.</p> <p>Housing: Vendors are responsible for everyday wear and tear caused by a child they are serving. In the event damages are caused to a dwelling occupied by a youth in foster care, the vendor can request reimbursement for said damages if the total amount of damages is above \$250.00 in a months' time. If damages are covered by the vendors insurance company, vendor must file a claim with their insurance company. A request can be made for DHS/DCFS to reimburse the vendor for the deductible amount. If a child has personal funds in their bank account, he or she will be responsible for paying for the damages or reimbursing the vendor. If a request is made for DHS/DCFS to reimburse for any damages, the vendor must submit a justification for reimbursement request, an incident report and an invoice itemizing the amount of the charges. Nothing contained hereinabove constitutes or shall be construed as a waiver of the State's sovereign immunity.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>housing. All payments will be made at the fixed rates set below except for supportive living services. Supportive living services will be reimbursed at the rates submitted by the Bidder on the <i>Official Bid Price Sheet</i>. No additional administrative fees are payable under a contract established under this solicitation unless DCFS, at its sole discretion, determines otherwise.</p> <ul style="list-style-type: none"> • Supportive Living Services: Reimbursement of supportive living services will vary depending on the Contractor's bid for these services.: <p>1. Reimbursement for Supportive Living Services:</p> <ul style="list-style-type: none"> • Tier 2 Service Level: Contractor's rate submitted on the Official Bid Price Sheet is capped at \$21.00 per hour • Tier 3 Service Level: Contractor's rate submitted on the Official Bid Price Sheet is capped at \$24.00 per hour <p>J. Transportation Reimbursement for transportation will be a fixed rate of .42 per mile not to exceed 3,000 miles per year without written DCFS approval.</p> <p>K. Foster Parent Payments Payments for foster parents will be a fixed rate paid as follows:</p> <ol style="list-style-type: none"> a. The daily rate for a foster youth approved for Tier 3 DD services is \$95.75. b. The daily rate for a foster youth approved for Tier 2 DD services is \$88.85. c. The Provider is required to distribute 63% of the daily rate to the DDS specialized foster parent. The Provider may be compensated with the remaining 37% of the daily rate. <p>L. Board Payments</p>		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>1. The Contractor shall deliver monthly board payments to the DDS foster parents within three (3) days of receipt according to rate chart provided in the solicitation.</p> <p>2. Board payments received from DCFS for each client shall be distributed 100% to the client and used exclusively for that client's needs. Board payments are a fixed rate.</p> <p>3. The Contractor agrees to notify DHS/DCFS when becoming the Social Security payee for a youth placed by DHS/DCFS. Once the Contractor becomes the SSI payee for a youth, the board payments will be stopped. SSI Payments received for each client shall be used exclusively for that client's needs. The contractor shall give to the DDS foster parents the entire amount of the SSI. The contractor shall:</p> <ul style="list-style-type: none"> • Maintain written documentation of the date and amount of payment of the SSI payment to the DDS foster parents. • Maintain written monthly documentation from the foster parents detailing use of the personal needs and clothing amount for each client. • Contractor shall be responsible for the return to DHS/DCFS any funds received for a client discharge from the program, if the funds are received after discharge. <p>M. Optional Milestone Payment for Secured Housing Upon DCFS written approval, Contractor may choose to secure twelve (12) month leases for housing units for use by independent living clients approved by DCFS. Upon delivering DCFS approved and finalized copies of these leases to a DCFS designee, the Contractor may submit an</p>		

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<p>invoice for a one-time milestone payment of up to \$9,000 per annual lease for up to four (4) housing units. The maximum one-time milestone payment is \$36,000. If exercising this optional milestone payment, Contractor shall maintain the number of housing units claimed under this milestone for the use of DCFS clients throughout the duration of the contract.</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 that:</p> <ol style="list-style-type: none"> A child has been subjected to child maltreatment; A child died as a result of child maltreatment; A child died suddenly and unexpectedly; or Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. <p>or</p> <ol style="list-style-type: none"> 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</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> <ol style="list-style-type: none"> 1. 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 2. 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 compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>directly reporting maltreatment to the Hotline. 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. 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 its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</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. 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>
<p>Arkansas Freedom of Information</p>	<p>Contractor shall</p>	<p>1. For each failure to meet</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>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>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>	<p>performance standard, DHS may impose:</p> <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. <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <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 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.