

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. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
- 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>License</p> <ol style="list-style-type: none"> 1. The Contractor shall maintain all required licensures and certifications throughout the duration of any resulting contract. 2. Emergency Shelter services shall be limited to fourteen (14) days within a six (6) month period. Exceptions for services beyond fourteen (14) days must be pre-approved in writing prior to the expiration of the 14th day by the DCFS Specialized Services Unit (SSU) Manager or designee. Any child under the age of seven (7) years old placed in an Emergency Shelter with prior DCFS approval, must have DCFS approval to remain in the shelter program longer than ten (10) days, unless part of a sibling group. 3. The Contractor shall maintain a current license and all certificates required by law for the facility as an Emergency Residential Childcare Facility and shall ensure that all professionals providing services under this agreement are licensed and certified in accordance with Arkansas law throughout the duration of the contract. 	<p>100% compliance required at all times.</p> <ol style="list-style-type: none"> 1. Only clients referred by or in the custody of DHS shall be accepted into DCFS funded slots. 2. At least ninety-five percent (95%) of DCFS referrals shall be accepted for placement. <p>DCFS Specialized Placement Unit (SSU) will monitor Contractor's monthly report 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 five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>
<p>Referrals</p> <ol style="list-style-type: none"> 1. The Contractor must be available to accept DCFS referrals upon the contract start date. 2. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to answer calls and receive 	<p>100% compliance required at all times.</p> <ol style="list-style-type: none"> 1. Length of stay shall not exceed fourteen (14) days unless prior written approval is obtained as required. 	<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>referral requests and to admit emergency placement referrals by DHS. Emergency placement and services shall be provided for up to fourteen (14) days for children who have been removed from their homes by DHS and are in need of immediate placement and supportive services</p> <p>3. Only children and youth referred by or in the custody of the Department of Human Services (DHS) shall be accepted into a DCFS funded slot. Placement is contingent upon the client meeting the admission criteria listed below, and the availability of slots/beds within the contract period. The Contractor shall not refuse a DCFS referral or a client meeting the admission criteria when a DCFS purchased slot is available. A child shall not be denied admission into an Emergency Shelter based on behavioral or emotional history. The Contractor must accept all DCFS referrals (children), if space and funding are available; including, but not limited to:</p> <ul style="list-style-type: none"> • Children and youth ages seven to eighteen (7 – 18), dependent upon the individual facility's approved Minimum Licensing Standards for Child Welfare Agencies (MLS) requirement; Approval must be given by the DCFS Assistant Director of Field Operations or their designee for children aged twelve (12) years old and under to be placed in an emergency shelter. • Children who are abused and/or neglected; • Children who have emotional or behavioral problems. <p>4. The Contractor must accept all DCFS referrals (children), if space and funding are available, with the exception of the following:</p> <ul style="list-style-type: none"> • A child whose medical needs cannot be met in such a facility. • A child who is displaying extreme aggressive behavior at the time of admission. 	<p>2. Contractor shall obtain written approval from SSU Manager or designee for all stays beyond fourteen (14) days.</p> <p>Certification of Compliance shall be submitted with monthly billing. Billing will be monitored by SSU for compliance.</p>	<p>2nd incident: A five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>Intake</p> <ol style="list-style-type: none"> 1. The Contractor shall conduct an intake study within ten (10) days of admission to the program. This study shall meet the requirement for an intake study contained in the Minimum Licensing Standards (MLS) incorporated herein by reference. 2. Within seventy-two (72) hours of admission, the Contractor must complete an assessment and Individualized Case Plan (ICP) that includes information on trauma, reason for entering foster care, previous health treatment and current mental health needs. 	<p>100% compliance required at all times.</p> <p>The intake study shall be developed in compliance with MLS.</p> <p>Certification of Compliance submitted with billing will be monitored by SSU 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 five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>
<p>Health and Safety</p> <ol style="list-style-type: none"> 1. The Contractor shall be responsible for providing for the child's health needs, both mental and physical. 2. The Contractor shall provide for the 	<p>100% compliance required at all times.</p> <p>Contractor shall document all medical, dental, eye, and</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>child's medical needs, including scheduling of a doctor, dentist, or eye appointments and necessary transportation to the appointment. The Contractor must maintain records, which reflect that medical treatment was delivered. The records shall at a minimum reflect presenting symptoms, the name and address of physician or other health care professional to whom client was referred, their diagnosis, prognosis, and treatment plan, as well as a record of compliance with physician orders. DCFS will be responsible for transportation to appointments occurring outside of the local area or appointments that were scheduled before the child was placed in the facility.</p> <p>3. The Contractor shall provide for the mental health needs of the child, including scheduling of and providing transportation to the appointments occurring outside of the local area. The Contractor shall have a licensed mental health professional either on staff or have access to a licensed mental health professional in the community to meet the ongoing and crisis mental health needs of the child. All staff shall be trained in trauma and demonstrate expertise in managing children in crisis.</p> <p>4. The Contractor shall adhere to DCFS Family Service Policy and Procedure Manual, Procedure VI-C4, incorporated herein by reference in maintaining the Medical Passport (medical and psychological history) for each DCFS foster child in placement.</p> <p>5. DCFS clients shall only be transported by Contractors' authorized personnel possessing a valid driver's license in accordance with the MLS.</p>	<p>mental health appointments, physician referrals, and provide transportation (within the local area) to necessary appointments and referrals.</p> <p>The Contractor shall immediately notify the Child Abuse and Neglect Hotline of all cases of suspected child abuse or neglect.</p> <p>The Contractor shall notify the local DCFS office within twenty-four (24) hours of all reports of suspected cases of abuse or neglect involving clients referred by or in the custody of DHS/DCFS.</p> <p>In the event of a runaway, the Contractor shall strictly follow DHS Incident Reporting Policy No.1090 in 100% of the cases.. The provider shall notify: A. Notify law enforcement; B. DCFS county office in the youth's home county C. DCFS county office where the youth is believed to be; and D. The youth's parents or guardians</p> <p>For all other incidents, the Contractor shall complete an Incident Report and fax to DCFS at 501- 682-8991 and the youth's primary county office within twenty-four (24) hours of the</p>	<p>2nd incident: A five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>6. The Contractor shall notify the Child Abuse and Neglect Hotline of all cases of suspected abuse or neglect, as required by state law and DHS policy. The Contractor shall notify DCFS by phone or fax, on the next business day, of all reports of suspected abuse or neglect involving clients referred by or in the custody of DHS.</p> <p>7. The Contractor shall adhere to the Department of Human Services Incident Reporting Policy No.1090 and any amendments thereto and its notification requirements incorporated herein by reference.</p> <p>8. The Contractor and its agents shall pursue all legal remedies, including filing criminal charges in a court of competent jurisdiction, against a client who has committed any delinquent act unless the Contractor, or its agents can demonstrate that such action would be therapeutically counter indicated.</p> <p>Note: Contractor shall document receipt of passport. If not readily available, Contractor must have documentation within ten (10) days that it has been received or requested from caseworker.</p> <p>E. Special Placements Contractor shall coordinate with target population advocacy program(s) to provide advocacy services including, but not limited to, translation/interpretation services for youth.</p>	<p>incident and follow-up with a hard copy.</p> <p>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 (501-682-8433) 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> <p>DCFS shall review the Contractor's files for incident reporting in compliance with DHS Policy No.1090, and amendments thereto twice a year. SSU will monitor for compliance.</p> <p>The Child Welfare Licensing Specialist shall review the Contractor's files for Child Abuse and Neglect reports during the annual review. SPU will monitor for compliance.</p> <p>Contractor will submit certification of compliance with performance indicators monthly, submitted with billing. Compliance will also be verified during licensing review and site visits.</p> <p>Program audits may also be conducted. SPU will monitor for compliance.</p>	

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<p>Education</p> <ol style="list-style-type: none"> 1. The Contractor shall assure the child's educational needs are met in compliance with state law and regulation and Department of Education guidelines. 2. The Contractor shall maintain records that describe educational plans, which comply with state law and regulations and progress made toward implementation of it. 	<p>100% compliance required at all times.</p> <p>Contractor shall maintain records on 100% of the children as required by performance indicator.</p> <p>Contractor will submit monthly certification of compliance with performance indicators. SPU 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 five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>
<p>Progress Reports</p> <ol style="list-style-type: none"> 1. The Contractor must submit a weekly written progress report to the primary DCFS county office for each client. 2. The Contractor must provide a monthly report to the SSU Manager or designee 	<p>100% compliance required at all times.</p> <p>Contractor shall submit weekly report to responsible DCFS county</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>by the 10th working day of each month for the preceding month.</p>	<p>office. The report shall address the client's continuing needs and any problem areas.</p> <p>The monthly report shall contain a list of children referred for placement, by source of referral. TheSSU will monitor monthly billing for compliance.</p>	<p>2nd incident: A five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>
<p>Discharge</p> <p>1. Discharge of a child from an emergency shelter must be planned. The Provider and the referring DCFS County Office must work in conjunction to develop an appropriate discharge plan beginning at the time of admission. Within five (5) days of placement in an emergency shelter, the contractor and referring DCFS county office must have an identified transition plan for the child into a family setting (relative, fictive kin, resource home). If a plan is not devised within five (5) days, a transition plan must be identified within ten (10) days in an emergency shelter to</p>	<p>100% compliance required at all times.</p> <p>Discharge summary to referring DCFS County office shall be submitted at least ten (10) days prior to discharge date, containing at least the minimum required information.</p> <p>Certification of compliance with performance indicators shall be submitted with monthly billing.</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 five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty</p>

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<p>ensure child is discharge into a family setting. Contractor must prepare a discharge summary, which shall be submitted to the referring DCFS County Office at least ten (10) days prior to the discharge date. If a child has not discharged the summary at a minimum shall contain:</p> <ol style="list-style-type: none"> Description of admitting problems/why client was admitted to the Shelter Educational services provided Visitation with family and DCFS caseworker Medical services provided/obtained Incidents involving death, life-threatening injury, runaway or incidents which may be reported in the media. Legal problems Social behavior Mental health services provided; how often and by whom Identification of problem areas that continue A recommendation for placemen and future services. <p>2. The Contractor is exempt from providing notice seven (7) days prior to discharge under the following emergency discharge conditions:</p> <ol style="list-style-type: none"> The child becomes a danger to himself and others and has been assessed as Acute; or A court of competent jurisdiction orders removal. <p>3. In the event of an emergency discharge, the Contractor must coordinate with DCFS. A client shall not be discharged without prior approval from DCFS. Upon discharge, the following documentation must be provided:</p> <ul style="list-style-type: none"> Specific behavior supporting the conclusion that the child is a danger to himself or others and has been assessed as Acute. If the child is not assessed as acute, the emergency shelter must accept the child back until proper notice is given requesting that the child be moved. 	<p>SSU will monitor monthly report for compliance.</p> <p>Compliance will be verified during licensing reviews. Program audits may also be conducted.</p>	<p>(30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<ul style="list-style-type: none"> A file marked copy of the court order from a court of competent jurisdiction ordering removal. <p>4. The SSU Staff is to be contacted at 501-320-6593 (if after hours, holidays or weekends, calls should be made as soon as possible on the next working day).</p> <p>5. Contractor shall maintain records as required in the MLS.</p>		
<p>Criminal Background Checks Contractors shall conduct the following registry and background checks and maintain records showing the results of the completed checks were received prior to an individual beginning employment with the contractor to include entering background check results in the Division's Provider Invoice Entry (PIE) system.</p> <p>1. The following persons associated with the contract shall be checked with the Child Maltreatment Central Registry in his/her state of residence, if available, and any state of residence in which the person has lived for the past five (5) years, and in the person's state of employment, if different, for reports of child maltreatment, and checks shall be repeated every two (2) years (results of repeat checks for existing employees also to be entered into PIE):</p> <ul style="list-style-type: none"> o Employees having direct and unsupervised contact with children; o All other employees, even if not in a direct-care staff position; o Volunteers, mentors, sponsors, and student interns having direct and unsupervised contact with children; and o Members of the agency's board of directors (if applicable) having direct and unsupervised contact with children. <p>Any person found to have a record of child maltreatment shall be reviewed by the contractor, in consultation with DCFS, to determine corrective action. Corrective action may include, but is not limited to, counseling, training, probationary employment, non-selection for employment, or termination.</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 five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below</p>

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<p>2. The following persons shall be checked with the Identification Bureau of the Arkansas State Police for convictions of offenses listed in Arkansas Code Annotated 9-28-409 and these checks shall be repeated at a minimum of every two (2) years (results of repeat checks for existing employees also to be entered into PIE). No person found guilty of an excluded criminal offense shall have direct contact with children, except as provided in the statute.</p> <ul style="list-style-type: none"> o Employees having direct and unsupervised contact with children; o All other employees, even if not in a direct-care staff position; o Volunteers, mentors, sponsors, and student interns having direct and unsupervised contact with children; and o Members of the contractor's board of directors (if applicable) having direct and unsupervised contact with children. <p>3. The following persons associated with the contract shall have a fingerprint- based criminal background check performed by DHS:</p> <ul style="list-style-type: none"> o Employees having direct and unsupervised contact with children. o All other employees, even if not in a direct-care staff position. o Volunteers, mentors, sponsors, and student interns having direct and unsupervised contact with children <p>4. The Contractor must immediately notify DCFS when a person(s) listed above is found to have a record of an excluded criminal offense. If the person is an employee of the Contractor, Contractor will immediately terminate that person(s) employment. If the person is a volunteer, mentor, sponsor, or student intern their participation must cease.</p>		<p>standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Privacy And Security</p> <p>A. The Contractor shall comply with all DHS policies governing the privacy and security of all personally identifiable information (PII) and/or other confidential information received or accessed on behalf of Arkansas DHS.</p>	<p>100% compliance required at all times.</p> <p>1. Contractor shall submit weekly report to responsible DCFS county office.</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>B. The Contractor shall implement and maintain reasonable security procedures and practices regarding all protected health information and/or other confidential information as required by all state and federal laws, including but not limited to, Title 9 of the Arkansas Code Annotated; The Personal Information Protection Act (A.C.A § 4-110-104); the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH); and the Family Education Rights and Privacy Act (FERPA).</p> <p>C. The Contractor shall disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the breach at DHS.IT.Security.Team@dhs.arkansas.gov.</p> <p>D. The Contractor shall use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation.</p> <p>E. The Contractor shall safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information in accordance with the confidentiality standard requirements outlined in the Minimum Licensing Standards for Child Welfare Agencies (Attachment J).</p>	<p>2. The report shall address the client's continuing needs and any problem areas.</p> <p>Certification of Compliance submitted with monthly billing will be monitored by SSU for compliance.</p>	<p>2nd incident: A five percent (5%) 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 five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>
<p>Payment And Invoice Provisions</p> <p>A. Accountability of funding for Emergency Shelter services will be in the best interest of the foster child (client) as defined by policies and procedures of DCFS.</p> <p>B. Contractors shall be responsible for the reporting of funds received through DHS and the payment of all required federal and state taxes accrued through any resultant contract.</p>	<p>100% compliance required at all times.</p> <p>Billing is received by the 10th day of the following month</p> <p>1. SSU will monitor billing for compliance.</p> <p>2. Contractor shall submit monthly certification of compliance with performance indicators.</p> <p>Div. of Administrative Services, Grant</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 five percent (5%) penalty will be assessed in the following months'</p>

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<p>C. Contractor shall submit all requests for reimbursement for services to the DCFS SSU for approval. Monthly billing will be submitted to SSU, P.O. Box 1437, Slot S569, Little Rock, AR 72203- 1437, no later than the 10th working day of the following month. Attached to the billing will be a monthly report form that provides monthly referrals, ongoing placements, and discharge information of DCFS clients, identified by name, date of birth and referring county. The required certification of compliance with performance indicators must be included with the billing.</p> <p>D. Invoices will be developed on-line through the PROVIDER INVOICE ENTRY (PIE) system at: Home Page - Provider Invoice Entry Application (arkansas.gov)</p> <p>E. Contractor will monitor monthly expenditures of services. Contractor will not exceed the total liability of the contract without prior written approval from the SSU Manger.</p> <p>F. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.</p> <p>G. The State shall not be invoiced in advance of delivery and acceptance of any goods or services.</p> <p>H. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.</p> <p>I. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.</p> <p>J. Other sections of this Bid Solicitation may contain additional Requirements for invoicing.</p>	<p>Coordinator may also conduct a site audit.</p>	<p>payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>K. Selected Contractor must be registered to receive payment and future Bid Solicitation notifications. Contractors may register on-line at https://www.ark.org/vendor/index.html.</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. or 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>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"> 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 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,</p>

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<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 its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p>		<p>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. Final payment may be withheld from the vendor until all elements of the transition are satisfied as determined by DHS.</p>
<p>Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.): 1. Contractor shall cooperate with</p>	<p>Contractor shall respond to FOIA requests timely and</p>	<p>1. For each failure to meet performance</p>

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<p>DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request.</p> <p>2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</p> <p>3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A).</p> <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. For all FOIA requests received, the Contractor shall also notify DHS of the request at DHS.FOIA@arkansas.gov.</p>	<p>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>standard, DHS may impose:</p> <p>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</p> <p>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> <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,</p>

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		<p>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.