

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING**

NOTE: Updates to PI's are designated by red font.

SPECIALIZED DEVELOPMENTAL DISABILITY EMERGENCY PROGRAM

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance-based standards. Following are the performance-based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

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| <p>A. Delivery of Services Provide 24-hours-a-day emergency placement for youth who have a primary diagnosis of intellectual disability and who are referred by or in the custody of the Arkansas Department of Human Services (DHS) and are in need of immediate placement.</p> <p>1. 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. A provider 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 a Specialized DDS Emergency Shelter based on behavioral or emotional history.</p> <p>Admission criteria:</p> <ul style="list-style-type: none"> • Ages zero (0) to twenty-one (21), dependent upon the individual facility's approved Minimum Licensing Standards for Child Welfare Agencies (Minimum Licensing Standards (MLS) requirement; • Children who are abused and neglected; • Children who have a diagnosis of Intellectual Disability; and • Children who are dually diagnosed as Intellectually Disabled and may have emotional or behavioral problems with the exception of: <ol style="list-style-type: none"> 1. A child who has been adjudicated to be a sexual offender; or 2. A child who is actively psychotic. | <p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</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 Services 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 ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>2. 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.</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 intake study shall be developed in compliance with MLS.</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</p> |

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| | <p>Certification of Compliance submitted with billing will be monitored by SSU for compliance.</p> | <p>assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>3. Within seventy-two (72) hours of admission, the Contractor will 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> | <p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p> <ol style="list-style-type: none"> 1. Documentation of an ICP developed for each youth within seventy-two (72) hours of admission. 2. The ICP shall be in compliance with MLS. <p>Certification of Compliance submitted with monthly 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 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,</p> |

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| | | maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract. |
| <p>Before any child is placed in a Specialized DDS emergency shelter bed, form CFS-398 must be completed and sent to the Area Director, who will forward to the Assistant Director of Placement Support and Community Outreach or his or her designee for final approval before they are allowed to be placed in an emergency shelter.</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 monthly report shall contain a list of children referred for placement, by source of referral.</p> <p>The SSU will monitor monthly billing for compliance.</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>4. Specialized DDS Emergency Shelter services are time limited and an appropriate placement shall be sought immediately. Due to the specialization of the shelter program, placement must be approved by the Assistant Director of Placement Support and Community Outreach or his or her designee.</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>Contractor shall have DCFS approval for any child under the age of ten (10) years old to remain in the shelter program longer than ten (10) days, unless part of a sibling group.</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the</p> |

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| | <p>Certification of Compliance shall be submitted with monthly billing. Billing will be monitored by SSU for compliance.</p> | <p>contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>5. Contractor will provide a monthly report to the SSU by the 10th working day of each month for the preceding month.</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 monthly report shall contain a list of children referred for placement, by source of referral.</p> <p>The SSU will monitor monthly billing for compliance.</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |

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| <p>6. Discharge of a child from a Specialized DDS 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. 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. The summary at a minimum shall contain:</p> <ul style="list-style-type: none"> a. Description of admitting problems/why client was admitted to the Shelter; b. Educational services provided and or needed; c. Visitation with family and DCFS caseworker; d. Medical services provided/obtained; e. Incidents involving death, life-threatening injury, or runaway, or incidents which may be reported in the media; f. Legal problems; g. Social behavior; h. Mental health services provided, how often and by whom; i. Identification of problem areas that continue; j. A recommendation for placement and future services; and k. Status of the DDS waiver referral packet | <p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</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>SSU will monitor monthly report for compliance.</p> <p>Compliance will be verified during licensing reviews. Program audits may also be conducted.</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>9. Contractor shall maintain records as required in the Minimum Licensing Standards (MLS).</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>Contractor will submit certification of compliance with performance indicators monthly with billing. Compliance will be verified during an annual Residential Licensing review.</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</p> |

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| | | <p>month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>B. Delivery of Treatment in a Safe and Secure Environment</p> <p>1. Contractor shall maintain a current license and all certificates required by law for the facility as an Emergency Residential Child Care Facility and shall ensure that all professionals providing services under this agreement are licensed and certified in accordance with Arkansas law.</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>Contractor shall submit certification of compliance with performance indicators with billing. SSU will monitor for compliance.</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>2. DCFS clients shall only be transported by Contractors' authorized personnel possessing a valid driver's license in accordance with the MLS.</p> | <p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10)</p> |

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| | <p>throughout the term of the contract.</p> <p>Contractor shall submit certification of compliance with performance indicators with billing. SSU will monitor for compliance.</p> | <p>business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>3. 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>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p> <ol style="list-style-type: none"> 1. The Contractor shall immediately notify the Child Abuse and Neglect Hotline of all cases of suspected child abuse or neglect. 2. 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 | <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</p> |

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| | <p>DHS/DCFS.</p> <p>The Child Welfare Licensing Specialist shall review the Contractor's files for Child Abuse and Neglect reports during the annual review. SSU will monitor for compliance.</p> | <p>additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>4. 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>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p> <p>In the event of a runaway, the Contractor shall strictly follow DHS Incident Reporting Policy No.1090 in one hundred percent (100%) of the cases.</p> <p>The provider shall notify:</p> <ul style="list-style-type: none"> A. 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>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 incident and follow-up with a hard copy.</p> <p>Any incident involving death, life-threatening injury, or 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</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |

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| | <p>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>5. 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>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p> <p>Contractor shall submit monthly certification of compliance with performance indicator. SSU will review submitted Incident Reports for documentation of charges filed.</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>C. Providing Health Needs</p> | <p>The Vendor must maintain one hundred percent (100%) compliance with</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be</p> |

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| <p>Contractor shall be responsible for providing for the child's health needs, both mental and physical.</p> <p>1. Contractor shall provide for the child's medical needs, including scheduling of a doctor, dentist, or eye appointments and necessary transportation to the appointment. Contractor will maintain records, which reflect that needed 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>2. Contractor shall provide for the mental health needs of the child when appropriate, 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>3. Contractor will work in conjunction with DCFS to ensure the DDS waiver packet is completed in its entirety and submitted to the appropriate entity.</p> | <p>this item at all times throughout the term of the contract.</p> <p>Contractor shall document all medical, dental, eye, and mental health appointments, physician referrals, and provide transportation (within the local area) to necessary appointments and referrals.</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. Program audits may also be conducted. SSU will monitor for compliance.</p> | <p>due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>3. Contractor shall adhere to DCFS Family Service Policy and Procedure Manual, Procedure VI-D4, incorporated herein by reference in maintaining the Medical Passport (medical and psychological history) for each DCFS foster child in placement.</p> <p>Note: It is the responsibility of the DCFS worker assigned to the child to originate</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>Contractor shall have Medical Passports for all DCFS foster children in</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</p> |

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| <p>the Medical Passport and provide to the Contractor at time of placement. 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>placement and shall maintain according to DCFS policy.</p> <p>Contractor will submit monthly certification of compliance with performance indicators. SSU will monitor for compliance.</p> | <p>assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>D. Educational Needs Contractor shall assure the child's educational needs are met in compliance with state law and regulation and Department of Education guidelines.</p> <p>1. Contractor shall maintain records that describe educational plans which comply with state law and regulations and progress made toward implementation of it.</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>Contractor shall maintain records on one hundred percent (100%) of the children as required by performance indicator.</p> <p>Contractor will submit monthly certification of compliance with performance indicators. SSU will monitor for compliance.</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance,</p> |

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| <p>E. Accountability of Funding Accountability of funding for Specialized DDS Emergency Shelter services will be in the best interest of the foster child (client) as defined by policies and procedures of DCFS.</p> <p>1. 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>Invoices will be developed online through the PROVIDER INVOICE ENTRY (PIE) system at https://dhs.arkansas.gov/dcfs/pie/.</p> <p>Only signed original invoices will be accepted.</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>Billing must be received by the 10th day of the following month.</p> <ol style="list-style-type: none"> 1. SSU will monitor billing for compliance. 2. Contractor shall submit monthly certification of compliance with performance indicators. Division of Administrative Services, Grant Coordinator may also conduct a site audit. | <p>maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>2. Contractor shall monitor monthly expenditures of services. Contractor shall not exceed the total liability of the contract without prior written approval from the SSU Manager.</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>Contractor must submit monthly certification of compliance with performance indicators.</p> <p>NOTE: Any billing for services that exceed the contract's total liability shall</p> | <p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the</p> |

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| | <p>not be paid unless prior approval has been granted by the SSU Manager.</p> <ol style="list-style-type: none"> 1. SSU will monitor billing for compliance. 2. Contractor must submit monthly certification of compliance with performance indicators. | <p>contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |
| <p>F. Mandated Reporting Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect:</p> <ol style="list-style-type: none"> a. That a child has been subjected to child maltreatment; b. Died as a result of child maltreatment; c. Died suddenly and unexpectedly; d. Observes a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. <p>or</p> <ol style="list-style-type: none"> e. That an endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment. <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter</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> | <ol style="list-style-type: none"> 1. For each failure to report, DHS may impose: <ol style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. 2. In addition to the above penalties, DHS reserves the right to impose additional |

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| <p>and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p> | | <p>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> |
| <p>G. 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>H. 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</p> | <p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p> | <p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>Final payment may be withheld from the vendor until the all elements of the</p> |

| Service Criteria ⁱ | Acceptable Performance | Damages for Insufficient Performance ⁱⁱ |
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| <p>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>transition are satisfied as determined by DHS.</p> |
| <p>I. Background Checks</p> <p>Vendor/contractor shall ensure that every adult working in a Child Care Institution (CCI) which includes group homes, residential treatment centers, shelters, and other congregate care settings, submits an Arkansas state criminal background check, an Arkansas Child Maltreatment Central Registry Check, and a fingerprint-based FBI check. For individuals who have lived outside of Arkansas within the past five years, a Child Maltreatment Central Registry check is also required from the state(s) in which the employee has lived. A potential employee must have all applicable background check results received before he or she may begin employment. There are no exemptions or exceptions for conducting the checks on any adults who work in such settings. As such, all adults, including adults who do not work directly with children, are subject to the background check requirements when working in a CCI.</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>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and may terminate the contract.</p> |

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.