

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

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

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.

- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.

- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.

- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable

- V. The contract program deliverables and performance indicators to be performed by the contractor are:

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<p>Minimum Qualifications</p> <p>A. Vendor shall have two (2) years' experience in providing HomeBuilders® or similar intensive family preservation services.</p> <p>B. Vendor shall have sufficient staff to execute Scope of Work. Staffing must include a supervisor position and a therapist position.</p> <ol style="list-style-type: none"> 1. Supervisor(s) must have a master's degree in psychology, social work, counseling, or a related field; or a bachelor's degree in the same fields plus two (2) years of experience providing HomeBuilders® or a similar service, plus one (1) year supervisory/management experience. 2. Therapist(s) must have a master's degree in psychology, social work, counseling, or a related field; and be licensed. These licenses include Licensed Master Social Worker (LMSW), Licensed Associate Counselor (LAC), or a Licensed Psychological Examiner. 3. At least one Supervisor must have a license for independent practice or be board-eligible. These include Licensed Clinical Social Worker (LCSW), Licensed Marital and Family Therapist (LMFT), Licensed Psychologist (LP), Licensed Psychological Examiner-Independent (LPEI), or a Licensed Professional Counselor (LPC). <p>C. Contractor and all subcontractors must be</p>	<p>Contractor shall maintain documentation verifying compliance with minimum education and professional experience requirements one hundred percent (100%) of the time throughout the contracted term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the fourth (4th) day of the month must document acceptable contractor performance.</p>	<ol style="list-style-type: none"> 1. A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request. 2. A twenty percent (20%) penalty shall be deducted from the previous month's invoice for each month Vendor staffing does not meet the minimum staffing requirements. 3. Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.

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<p>certified to deliver the HomeBuilders® model.</p> <p>D. Vendor must be an Outpatient Behavioral Health (OBH) Services Program, certified by the Division of Provider Services and Quality Assurance (DPSQA), and able to bill Medicaid.</p> <p>E. Contractor shall have on file with the DCFS In-Home Program Manager, the results of a check with the Arkansas Maltreatment Central Registry and the results of a criminal background check for any current or prospective employee providing services through this contract. Contractor covenants that it will not, during this contract, employ or retain any person whose name appears on the Registry as an offender of true report of child maltreatment or who has an offense set forth in Arkansas Code Annotated § 9-28-409.</p>		
<p>Scope of Work</p> <p>A. Contractor shall use Homebuilders® model. Contractor services must promote the safety of all family members while helping the family learn how to stay together successfully. Contractor shall include the family in assessment, goal setting and treatment planning.</p> <p>B. Contractor shall provide services to families with children from birth to seventeen (17) years old who are at imminent risk of an out-of-home placement, including post adoption situations. It also may include, under certain circumstances, families who have already experienced an out-of-home placement and reunification is planned.</p>	<p>Contractor shall use Homebuilders® model one hundred percent (100%) of the time.</p> <p>Any exceptions to the placement policy as stated in the Scope of Work must be approved by DCFS one hundred percent (100%) of the time.</p>	<p>1. A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2. A five percent (5%) penalty shall be deducted from the previous month's invoice for each instance in which the Vendor fails to comply with the service criteria and acceptable performance standards.</p> <p>3. Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>

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<p>Exceptions may also be approved by DCFS In-Home Program Manager or designee, on a case by case basis, when IFS would prevent a child from multiple placement disruptions.</p> <p>C. The Contractor's therapist shall provide a wide range of counseling services, using research-based motivational interviewing and cognitive behavioral interventions to increase life skills and improve individual and family functioning. In addition, the therapist shall assist families enhance their social support network and access basic needs such as food, shelter, and clothing. Services must be intensive and individualized specifically to the client's needs. These services must be delivered within a trauma-informed care network and providers must be well versed in the impact trauma has on family dynamics.</p> <p>D. Contractor shall cultivate relationships with other community providers for the purpose of helping families access community supports.</p> <p>E. Contractor shall accept referrals by the DCFS family service worker. Contractor shall work with the DCFS County Supervisor or designee to determine appropriateness of referral, using Arkansas's definition of "candidate for foster care" and the referral criteria set by HomeBuilders®.</p> <p>F. Contractor shall provide families three (3) to five (5) 2-hour session contacts per week and an average of eight (8) to ten (10) hours per week of face-to-face contact with telephone contact between</p>	<p>Services provided by Contractor's therapist must comply with service criteria outlined in the Scope of Work and must be evidence-based and trauma-informed one hundred percent (100%) of the time.</p> <p>Services provided by the Contractor must comply with the service volumes outlined as acceptable at least ninety percent (90%) of the time.</p>	

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<p>sessions. This service is four (4) to six (6) weeks long. Contractor shall provide families forty (40) or more hours of direct services during the intervention. Two (2) aftercare “booster sessions” totaling up to five (5) hours may be available in the six (6) months following the referral as requested by the family.</p> <p>G. Caseloads must be limited to two (2) to five (5) families per therapist. Contract providers must be available to meet with families in their homes, during hours that fit into a realistic daily routine, so that they can work with families during the times the problems are most likely to occur (e.g., daytime, evenings, and weekends) and to get a good understanding of the family’s daily routines. The service must be available twenty-four (24) hours a day, seven (7) days per week. The service must build on the strengths of the family. Contractor must have an understanding of environmental, behavioral, and cognitive interventions with families.</p> <p>H. Contractor shall provide a back-up therapist in the absence of the assigned therapist so that services are not interrupted. Contractor shall link clients to concrete services, which may include but are not limited to rent, clothing, utilities, transportation, household items, auto repair, pest control, food, household cleaning, and repairs to ensure safety. Contractor shall provide court testimony as requested by DCFS.</p>	<p>Caseloads must conform to the standard one hundred percent (100%) of the time.</p>	

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<p>I. Contractor must adhere to defined HomeBuilders® model standards that guide program implementation and clinical practice, and an ongoing training and quality enhancement system to ensure model fidelity and to provide the opportunity to evaluate the program on an ongoing basis to improve service delivery.</p> <p>J. Contractor shall provide services designed to reach the following outcomes:</p> <ul style="list-style-type: none"> • Child Safety Outcome 1: First and foremost, contractor shall keep children safe from abuse and neglect. • Child Safety Outcome 2: Children are safely maintained in their homes whenever possible and appropriate. The goal for child safety is to protect children from harm, prevent further abuse/neglect, and reduce the risks to their safety or well-being. • Permanency Outcome 1: Children have permanency and stability in their living situations. • Permanency Outcome 2: The continuity of family relationships and connections is preserved for children. Family-centered Intensive Family Services are intended to achieve safety for children by strengthening family and child functioning. • Child and Family Well Being Outcome 1: Families have enhanced capacity to provide for their children's needs. • Child and Family Well-Being Outcome 2: Children receive appropriate services to meet their educational, physical, and mental health needs. 	<p>Services provided by the Contractor must reach the outcomes listed in the Scope of Work ninety percent (90%) of the time.</p> <p>Submission of a monthly certification of compliance with performance indicators by the fourth (4th) day of the month must document acceptable contractor performance.</p>	

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<p>Additional Contract Requirements</p> <p>A. Contractor shall participate in all required HomeBuilders® training and be eligible to deliver the HomeBuilders® Program.</p> <p>B. Contractor shall maintain fidelity requirements of the HomeBuilders® model including all reports, assessments, and timelines that must be followed.</p> <p>C. Contractor must have the ability to maintain adequate files and records and meet statistical reporting requirements as well as have Internet access.</p> <p>D. Contractor shall participate in the Family First Evaluation of prevention services. Contractor shall cooperate with the DCFS-contracted evaluator and provide any information and complete any assessments necessary for the evaluation.</p> <p>E. Contractor shall bill Arkansas Medicaid for all eligible services and will bill DCFS as a payment of last resort.</p> <p>F. Contractor shall maintain all client data securely and at all times remain in compliance with all state and federal laws, including but not limited to Health Insurance Portability and Accountability Act (HIPAA).</p> <p>G. Contractor shall notify DHS upon discovery of any compliance violations or breach, incident, issue, complaint, sanction or occurrence related to protected health information (PHI), personal identifying information (PII), HIPAA transactions and</p>	<p>Contractor shall maintain the fidelity requirements of the HomeBuilders® model ninety percent (90%) of the time.</p> <p>Contractor shall participate in the Family First Evaluation of prevention services, cooperate with the DCFS-contracted evaluator, and provide all information needed for evaluation one hundred percent (100%) of the time.</p> <p>Contractor shall maintain all client data securely, in compliance with state and federal laws, and notify DHS of any compliance violations, breach, or other incident as outlined in service criteria one hundred percent (100%) of the time.</p> <p>Submission of a monthly certification of compliance with performance indicators by the fourth (4th) day of the month must document acceptable</p>	<p>1. A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2. A five percent (5%) penalty shall be deducted from the previous month's invoice for each instance in which the Vendor fails to comply with the service criteria and acceptable performance standards.</p> <p>3. Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>

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code sets, or similar matters as identified by DHS.	contractor performance.	
<p>Billing and Monthly Reporting</p> <p>A. Contractor shall obtain all referrals in advance before scheduling clients for service. Invoicing for services rendered without proper authorization are subject to denial by the Division of Children and Family Services.</p> <p>B. Invoices for monthly billing must be developed in Provider Invoice Entry (PIE) and submitted along with the Certificate of Compliance to the DCFS area financial coordinator by the 10th day of the month. If the 10th day is on a weekend, billing is due no later than the following Monday. Only original signed invoices will be accepted.</p> <p>C. Contractor shall submit a monthly report to the appropriate Area Director and the In-Home Program Manager, by the fourth (4th) of each month. This report will include but is not limited to referrals accepted, referrals denied, total number of families/children served, successful family graduations, successes, barriers, and North Carolina Family Assessment Scale (NCFAS) data.</p>	<p>Reports must meet the service criteria ninety percent (90%) of the time.</p> <p>Submission of a monthly certification of compliance with performance indicators by the fourth (4th) day of the month must document acceptable contractor performance.</p>	<p>1. A corrective action plan acceptable to DCFS shall be due to DCFS within (10) business days of the request.</p> <p>2. A five percent (5%) penalty shall be deducted from the previous month's invoice for each instance in which the Vendor fails to comply with the service criteria and acceptable performance standards.</p> <p>3. Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>Mandated Reporting</p> <p>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>	<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>1. For each failure to report, 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>

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<p>a. A child has been subjected to child maltreatment;</p> <p>b. A child died as a result of child maltreatment;</p> <p>c. A child died suddenly and unexpectedly; or</p> <p>d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment.</p> <p>or</p> <p>e. 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> <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</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. DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>2. 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>
<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</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</p>

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<p>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>thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p>Transition Planning Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.</p>

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.