

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>Vendor shall obtain and maintain for the term of the contract a Transitional Living Residential License from the Child Welfare Agency Review Board (CWARB) via the Department of Human Services' Division of Child Care and Early Childhood Education (DCCECE) Placement and Residential Licensing Unit (PRLU) and follow all associated Child Welfare Agency Review Board (CWARB) Minimum Licensing Standards applicable to a Transitional Living Residential License.</p> <p>Vendor shall collaborate with DCFS and DCCECE PRLU regarding any needed alternative compliance requests to the CWARB in regards to the Transitional Living Residential License.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>Contractor shall own or help youth locate one (1) or more of the following types of supervised independent living (SIL):</p> <ul style="list-style-type: none"> • Apartment Setting (Level 1 or 2) • Shared House Setting (Level 1 or 2) • Residential Setting (Level 2) <p>For SIL Level 2, case management and/or other support staff must be on-site to provide support to SIL Level 2 youth.</p> <p>SIL setting requirements:</p> <ul style="list-style-type: none"> • Setting must be located in neighborhoods that are not considered high-crime areas. DCFS 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent</p>

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<p>must have approval of the location of the dwelling(s).</p> <ul style="list-style-type: none"> • Each living unit shall have a bathroom, a kitchen, and other standard features for living independently. • The living unit shall be accessible to community resources. • The living unit shall be clean, safe, and in good repair. • There shall be operational smoke alarms within ten (10) feet of the kitchen and each bedroom. • There shall be an operational chemical fire extinguisher readily accessible near the cooking area of the living unit and the youth shall be instructed in its use. • The living unit shall have an operable telephone, or the youth shall be provided with an alternative means of emergency communication (e.g., cell phone). • Any pets (allowed for Level 1 SIL only) shall be approved by the caseworker and shall have rabies vaccinations as required by law. • No firearms, dangerous weapons, or illegal substances shall be permitted in any living unit. Smoking and the use of other tobacco products will be discouraged but not prohibited unless youth is pregnant or parenting. Smoking cessation information and activities will be made available to any youth who identifies as a smoker or user of other tobacco products. • If the participating youth is the parent of a child living in his/her care, the parent shall have current CPR/first aid certification and an approved child care plan. 		<p>(10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>Contractor shall:</p> <ol style="list-style-type: none"> 1. Embed a positive youth development approach in the implementation and execution of the Supervised Independent Living Program, to include ensuring all direct care staff utilize a positive youth development approach when working with youth. Positive youth development is an intentional, 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout 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</p>

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<p>prosocial approach that engages youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their leadership strengths.</p> <p>For more information, see Jim Casey Youth Opportunity Initiative (2011). <u>The Adolescent Brain: New Research and Its Implications for Young People Transitioning from Foster Care.</u></p> <ol style="list-style-type: none"> 2. Establish written policies and procedures specific to the SIL program to be approved by DCFS. 3. Assign a caseworker to each youth in the SIL program responsible for casework in collaboration with DCFS Family Service Worker. 4. Ensure caseworker does not have more than seven (7) youth in caseload. 5. Provide a monthly stipend of four hundred dollars (\$400). 6. Provide access to services, training, life skills, counseling, and community resources that are individualized, flexible, voluntary, and consistent with case plan. 7. Provide access to computer resources and wi-fi. 8. Participate in conference calls and meeting as requested by DCFS. 9. Maintain a master record for each youth in a format determined and approved by DCFS. 10. Ensure all management and direct care staff complete Critical Ongoing Resource Family Education (CORE) Teen Training during the first year of the contract or of employment, as applicable. 11. Ensure proper care, treatment, safety, and supervision. 	<p>term as determined by DHS.</p>	<p>following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>Case Managers shall meet the requirements listed in Section 2.3 C for SIL Level 1 and SIL Level 2 services.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>Reporting Contractor shall submit quarterly progress evaluations to the identified DCFS Program Manager or other staff as well as an annual summary document noting youth outcomes.</p> <p>Contractor shall conduct a survey (format determined by DCFS) with the youth six (6) months after discharge from the program, one (1) year after discharge from the program, and two (2) years post discharge from the program. Cost of incentives for completion of the survey shall not exceed twenty-five dollars (\$25).</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent</p>

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<p>Staffing</p> <p>A. Case Managers for the SIL must:</p> <ul style="list-style-type: none"> ○ Have a bachelor's degree from an accredited four-year institution of higher education and one (1) year of documented experience working with and motivating young adults with trauma histories; or ○ Have an associate degree and three (3) years of documented experience working with and motivating young adults with trauma histories. <p>For verification purposes, bidder must submit diplomas and resumes reflecting the work experience described above.</p> <p>Contractor shall provide sufficient case managers to limit caseload to seven (7) youths.</p> <p>B. Contractors shall conduct the following background checks and maintain records showing the checks have been initiated as required and the results of the completed checks.</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,</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report</p>

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<p>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:</p> <ul style="list-style-type: none"> ○ Employees having direct and unsupervised contact with children; ○ All other employees, even if not in a direct-care staff position; ○ Volunteers, mentors, sponsors, and student interns having direct and unsupervised contact with children; and ○ 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>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 9-28-406 and these checks shall be repeated at a minimum of every two (2) years. 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"> ○ Employees having direct and unsupervised contact with children; ○ All other employees, even if not in a direct-care staff position; ○ Volunteers, mentors, sponsors, and student interns having direct and unsupervised contact with children; and ○ 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 the Federal Bureau of</p>		<p>(VPR) in the vendor file and terminating the contract.</p>

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<p>Investigation in compliance with federal law and regulations:</p> <ul style="list-style-type: none"> ○ Employees having direct and unsupervised contact with children; ○ All other employees, even if not in a direct-care staff position; ○ Volunteers, mentors, sponsors, and student interns having direct and unsupervised contact with children if they have not lived in Arkansas continuously for the past five (5) years. <p>4. An SIL program shall immediately notify DCFS when a person(s) listed above is found to have a record of an excluded criminal offense.</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> <ul style="list-style-type: none"> a. A child has been subjected to child maltreatment; b. A child died as a result of child maltreatment; c. A child died suddenly and unexpectedly; or d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. <p style="text-align: center;">or</p> <ul style="list-style-type: none"> 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>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>	<p>1. For each failure to report, DHS may impose:</p> <ul style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months’ payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. <p>2. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation,</p>

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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>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 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</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file. Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.</p>

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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>Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</p> <ol style="list-style-type: none"> 1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request. 2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. 3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A). 4. Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements. 	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<ol style="list-style-type: none"> 1. For each failure to meet performance standard, DHS may impose: <ol style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. <p>In addition to the above, Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and accurately provide the requested information and</p>

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

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services of it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

ⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

ⁱⁱ The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.