

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. § 19-11-267 et. seq., 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 contractor must comply for acceptable performance to occur under the contract.

- I. Contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to contractor or contractor's agents, employees, and subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, 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 the contracting Division/Office may incur as a result of contractor's performance or lack of performance.
- III. During the contract term, the Division/Office will complete sufficient performance evaluations to determine if 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 contract term, 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 vendor's input so as to establish reasonably achievable standards.
- V. The contract program deliverables and performance indicators to be performed by contractor are:

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<p>Licensing</p> <p>The business entity must be owned by a person licensed for independent practice in the State of Arkansas, or in the alternative, the business must be a corporation which has a social work department headed by an individual licensed for independent practice of social work, counseling, or psychology in the State of Arkansas. Businesses owned by an LSW or LMSW are not qualified to provide services. The business entity must be a corporation, professional association, or a limited liability corporation authorized to do business in Arkansas.</p> <p>Contractor must notify DCFS Program Manager of any changes in the business entity which include, but are not limited to business entity existence, name change of the business, new location of the business, new telephone numbers, and a new contact person within seventy-two (72) hours.</p> <p>Contractor will notify DCFS within seventy-two (72) hours of any changes in personnel impacting the contracted services and provide documentation to DCFS of new personnel with their qualifications prior to delivery of 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>Contractor will submit a certification of compliance with performance indicators with its monthly billing statement. Program audit may 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 vendor for each thirty (30) day period the vendor is not in full compliance with all contract requirements. The ten percent (10%) penalty will be calculated from the total payment for the 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 vendor's file, and contract termination.</p>
<p>Home Study</p> <p>The DCFS referral will include a completed in-home consultation (IHC) report, completed Structured Analysis Family Evaluation (SAFE) Questionnaire 1, and three (3) completed SAFE references.</p> <p>DCFS will provide detailed written health, genetic, and social history in a document that is separate from any document containing information identifying the birth parents or members of the birth parent's family.</p> <p>Contractor shall conduct at least two (2) face-to-face home visits with prospective foster, Interstate Compact on Placement of Children (ICPC), and Court-ordered families according to SAFE guidelines, as covered in</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>Contractor will submit a certification of compliance with performance indicators with monthly billing. The SAFE home studies and home study updates are subject to random review by the Consortium for Children and DCFS.</p>	<p>1st Incident: A 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 vendor for each thirty (30) day period vendor is not in full compliance with all contract requirements. The ten percent (10%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p>

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<p>the required SAFE training. However, three (3) face-to-face home visits are preferred. Contractor shall interview all household members, including children, when conducting SAFE home studies.</p> <p>Within twenty-one (21) calendar days from the date the referral is received, Contractor shall complete a family's initial SAFE home study, providing narratives and attachments in compliance with SAFE protocols (as defined in the required SAFE training), DCFS policy, procedures, and forms. The only exception to this time frame is when the area Resource Supervisor gives approval in advance for an extended period, in instances when a documented delay is caused by the family, or when other circumstances, acceptable to the DCFS area Resource Supervisor, are determined by DHS to have prevented completion of the study in twenty-one (21) calendar days.</p> <p>The home study and home study update shall be conducted by a Licensed Certified Social Worker (LCSW), or a Licensed Social Worker (LSW) or Licensed Master Social Worker (LMSW) who is supervised by a LCSW, who has maintained Arkansas licensure during the contract period.</p> <p>Supervisory review by LCSW is required for each completed SAFE home study prior to contractor submitting to DCFS. The LCSW who completes supervisory review cannot be the same LCSW who conducted the home study.</p> <p>Contractor may also be required to provide SAFE updates to the already completed home study. The SAFE home study update shall be required to be completed within fourteen (14) calendar days.</p> <p>Contractor shall utilize DCFS forms and templates provided to complete reports.</p> <p>SAFE home studies and home study updates are subject to review by DCFS.</p> <p>Contractor shall execute all home studies in compliance with the SAFE model at all times throughout the contracted term.</p> <p>Contractor shall schedule all home study interviews with prospective families according to family availability. Contractor</p>	<p>Program audit may be conducted.</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 VPR vendor's file, and contract termination.</p>

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<p>must be able to work nights and weekends in order to meet the scope of work.</p> <p>All Contractor's LCSWs must obtain the supervisory SAFE certificate within thirty (30) days of the contract start date. All other Contractor staff assigned must have basic SAFE certification within thirty (30) days of contract start date. Contractor will not be able to conduct SAFE home studies without completion of the SAFE training.</p> <p>Contractor must ensure appropriate number of employees to complete the contract scope of work.</p> <p>Contractor must describe the approach to be used for gathering, assessing, and providing pertinent information for decision making regarding the appropriateness of approval of homes.</p> <p>Contractors shall provide all original home study elements back to DCFS (e.g., completed home study report template, both questionnaires, psychosocial rating sheet, reference letters, etc.) once a home study is complete, however, contractor must retain a copy of each element in its files for at least five (5) years from the homes study completion date.</p>		
<p>Kinship Home Study</p> <p>Kinship Home Studies must be conducted by a LCSW who is licensed in Arkansas. Contractor must use the approved DCFS Provisional Resource Home Study Evaluation template.</p> <p>Contractor shall conduct at least two (2) interviews/visits with each referred family. One (1) interview/visit must be face-to-face with each family in the family's residence. The second interview/visit may be conducted virtually on a video conferencing platform with prior approval by foster care manager or designee.</p> <p>Contractor must complete all assigned home studies within fifteen (15) calendar days of receipt of referral.</p> <p>Contractor will invoice for all completed home studies within a particular month no later than the tenth (10th) day of the following month unless the tenth (10th) falls on a weekend or holiday, in which case the</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>Contractor will submit a certification of compliance with performance indicators with monthly billing.</p> <p>The Kinship home studies and home study updates are subject to random review by the Consortium for Children and DCFS.</p> <p>Program audit may be conducted.</p>	<p>1st Incident: A 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 vendor for each thirty (30) day period vendor is not in full compliance with all contract requirements. The ten percent (10%) penalty will be calculated from the total payment for the 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</p>

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<p>invoice will be due on the next business day.</p> <p>Contractor must comply with all confidentiality requirements throughout the contract term.</p>		<p>limitation, monetary damages, withholding payment on future invoices until vendor is in full compliance, maintaining a below standard VPR vendor's file, and contract termination.</p>
<p>Court Testimony</p> <p>Contractor shall provide accurate court testimony if subpoenaed or requested to appear by DCFS.</p> <p>Court testimony shall be conducted by a LCSW, or a LSW or LMSW who is supervised by a LCSW, who has maintained Arkansas licensure during the contract period.</p>	<p>Acceptable performance is defined as Contractor's attendance at court when requested or subpoenaed and Contractor's providing accurate testimony one hundred percent (100%) of the time throughout the contract term as determined by DHS.</p>	<p>1st Incident: A 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 vendor for each thirty (30) day period vendor is not in full compliance with all contract requirements. The ten percent (10%) penalty will be calculated from the total payment for the 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 VPR vendor's file, and contract termination.</p>
<p>Additional Contract Requirements</p> <p>Contractor shall notify DCFS Foster Care Program Manager within seventy-two (72) hours of any changes in the business entity which includes, but not limited to, business entity existence, name change of the business, new location of the business, new telephone numbers, and a new contact person.</p> <p>Contractor shall notify DCFS within seventy-two (72) hours of any changes in personnel impacting the contracted 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 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 vendor for each thirty (30) day period vendor is not in full compliance with all contract requirements. The ten</p>

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<p>and provide documentation to DCFS of new personnel with their qualifications prior to delivery of services.</p> <p>Contractor shall ensure that all individuals conducting SAFE home studies have cleared an Arkansas State Police criminal background check, Arkansas Child Maltreatment Registry check, a Vehicle Safety Check (i.e., driving record), a FBI fingerprint-based criminal background check, and out-of-state child maltreatment investigations if required. Such checks shall be repeated every two (2) years.</p> <p>Contractor shall be required to travel throughout the state to meet the scope of work. Contractor is responsible for ensuring they have their own reliable transportation.</p>		<p>percent (10%) penalty will be calculated from the total payment for the 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 VPR vendor's file, and contract termination.</p>
<p>Reporting</p> <p>Contractor shall attend a one-day DCFS orientation and training regarding agency policy, procedure, and form requirements within the first ten (10) business days of the contract effective date. The DCFS Foster Care Manager, or designee, shall notify contractor of the training location at least five (5) business days before the training date.</p> <p>Contractor shall submit a monthly report to DCFS by the tenth (10th) working day of the month for the preceding month that includes, but is not limited to, the following information: names of referral, received by date, SAFE adoptive home studies on families completed by date, updates to SAFE home studies, and any court testimony. The monthly report shall also provide justification for any home study submitted past the forty-fifth (45th) day. The completed SAFE home studies and home study updates are subject to random review by the Consortium of Children.</p> <p>Contractor is responsible for maintaining confidentiality as well as record retention. Please provide proof of your agency or organizational policy on retention and confidentiality.</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>Contractor will submit a certification of compliance with performance indicators with monthly billing. Billing must comply with DCFS policy and procedures.</p>	<p>1st Incident: A 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 vendor for each thirty (30) day period vendor is not in full compliance with all contract requirements. The ten percent (10%) penalty will be calculated from the total payment for the 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 VPR vendor's file, and contract termination.</p>
<p>Mandated Reporting</p> <p>Pursuant to Ark. Code Ann. § 12-18-402</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance</p>	<p>For each failure to report, DHS may impose:</p>

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<p>(b)(10) and § 12-12-1708(a)(1)(AA), Contractor and all 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; or 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 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 § 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>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. 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 month in which the deficiency took place; or 2. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount, as determined by DHS. <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a CAP, withholding payment on future invoices until vendor is in full compliance, maintaining a below standard VPR in vendor's file, and contract termination.</p>
<p>Conflict of Interest Mitigation</p>	<p>Vendor must maintain one</p>	<p>Vendor will be fined one</p>

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<p>During the contract term, Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. Vendor shall disclose all actual, apparent, or potential conflicts of interest to the DHS within five (5) days of having knowledge of them. 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>hundred percent (100%) compliance with this item at all times throughout the contract term.</p>	<p>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.</p> <p>Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by vendor and approved by DHS.</p> <p>Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p>Transition Planning</p> <p>Ninety (90) days prior to the contract end date, 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>Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the contract term.</p>	<p>If vendor fails to meet the acceptable performance standard, DHS may issue a below standard VPR to be maintained in vendor's file.</p> <p>Final payment may be withheld from vendor until all elements of the transition are satisfied as determined by DHS.</p>
<p>Arkansas Freedom of Information Act (FOIA) (Ark. Code Ann. § 25-19-101 et seq.):</p> <p>Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request.</p> <p>Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</p> <p>Contractor is subject to FOIA pursuant to Ark. Code Ann. § 25-19-103(7)(A).</p> <p>Contractor shall timely and accurately respond to FOIA requests made directly to</p>	<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.</p> <p>DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<p>For each failure to meet performance standard, DHS may impose:</p> <p>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>A one percent (1%) penalty, assessed in the next payment for each failure to</p>

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Contractor. See Ark. Code Ann. § 25-19-101 et seq. for specific requirements.		<p>report. The penalty will be calculated from the projected total yearly contract amount, 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, 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 CAP, withholding payment on future invoices until vendor is in full compliance, maintaining a below standard VPR in vendor's 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, vendor will have the opportunity to defend, respond to, or cure the insufficiency, so the State's satisfaction. The State **may** waive damages if it determines there were extenuating factors beyond vendor's control that hindered the performance of services if 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 contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

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