

**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><b>A. Stand-alone Continuing Education Offerings/Trainings</b>  The contractor shall develop/coordinate at least six (6) but no more than ten (10) Division of Children and Family Services (DCFS)-approved, trauma-informed, stand-alone continuing education offerings/trainings for DCFS resource parents during the contract year.</p> <p><b>Performance Indicator 1</b>  DCFS-approved stand-alone continuing education offerings/trainings for resource parents developed/coordinated by the contractor shall be provided to a minimum of ten (10) DCFS resource parents and a maximum of twenty-five (25) DCFS resource parents within the agreed-upon timeframe and in the evening and/or on weekends, provided there are a minimum of ten (10) participants registered for a training.</p>	<ol style="list-style-type: none"> <li>1. The contractor shall offer DCFS-approved stand-alone trainings in different locations throughout the contractor's specified DCFS Service Area, to be determined through negotiation with DCFS.</li> <li>2. The contractor shall submit an outline of the training curriculum to DCFS for approval at least two (2) months prior to the scheduled implementation of the training as agreed by contractor and DCFS. Upon request by DCFS, contractor shall also submit to DCFS for review its full curriculum within two (2) weeks of the scheduled implementation of the training as agreed by contractor and DCFS or at any time thereafter during the contracted term.</li> <li>3. Once the training curriculum is approved by DCFS, and throughout the scheduled training period, the contractor shall: <ol style="list-style-type: none"> <li>a. Advertise the continuing education training;</li> <li>b. Manage registration for trainings;</li> <li>c. Notify registrants when a training must be cancelled because the minimum number of ten (10) participants did not register within one (1) week of the scheduled training, or when a training must be cancelled due to unforeseen and unavoidable circumstances;</li> <li>d. Provide evaluation surveys to training</li> </ol> </li> </ol>	<p>1st Incident: A Corrective Action Plan acceptable to DCFS shall be due to DCFS within ten (10) business days of the request.</p> <p>2nd incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the contractor is not in full compliance with all requirements of the contract. The twenty percent (20%) 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 contractor is in full compliance, maintaining a below-standard Vendor Performance Report (VPR) in the vendor's file and contract termination.</p>

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	<p>participants;</p> <ul style="list-style-type: none"> <li>e. Provide summaries of the evaluation survey results within one (1) week of the continuing education training to the identified DCFS contact person;</li> <li>f. Provide to the identified DCFS contact person copies of all completed evaluation surveys within two (2) business days of request by DCFS.</li> <li>g. Provide certificates of completion to resource parents who complete the continuing education training;</li> <li>h. Provide contractor contact information to participants;</li> <li>i. Provide a list of individuals who complete each continuing education training to the identified DCFS contact person within one (1) week of completion of the continuing education training.</li> </ul> <p>4. The contractor shall submit quarterly foster parent progress evaluations to the identified DCFS Program Manager within thirty (30) days of the final day of previous quarter. Progress evaluations shall be based upon foster parent experiences discussed in trainings and during follow-up calls made by the contractor.</p> <p>5. Pursuant to A.C.A. 9-28-407, the contractor shall ensure that confidentiality is maintained during continuing</p>	

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	<p>education offerings/trainings.</p> <p>6. The contractor shall notify the identified DCFS Program Manager immediately when services will not be provided due to contractor staff vacations, illness, personal business, etc. Service interruptions due to planned absences shall be reported to DCFS two (2) weeks in advance at minimum.</p> <p>7. The contractor must maintain compliance with all service criteria and standards for acceptable performance one hundred percent (100%) of the time throughout the contract term as determined by DCFS.</p>	
<p><b>B. DCFS Foster Parent Conference and Foster Parent Support Group Participation</b></p> <p>The contractor shall develop/coordinate DCFS-approved, trauma-informed continuing education training sessions for DCFS Resource Parent Conferences and Resource Parent Support Groups, upon request each contract year.</p> <p>The contractor shall provide continuing education training sessions for DCFS Resource Parent Conferences and Resource Parent Support Groups, upon request each contract year.</p>	<p>1. The contractor shall offer DCFS-approved, trauma-informed continuing education training sessions for DCFS Resource Parent Conferences and Resource Parent Support Groups upon request by DCFS each contract year.</p> <p>2. The contractor shall submit an outline of the training curriculum to DCFS for approval at least one (1) month prior to the scheduled implementation of the training as agreed by contractor and DCFS. Upon request by DCFS, contractor shall also submit to DCFS for review its full curriculum within two (2) weeks of the scheduled implementation of the training as agreed by contractor and DCFS or at any time thereafter during the contracted term.</p> <p>3. Once the curriculum is approved by DCFS, the contractor shall:</p> <p>a. Deliver the continuing</p>	<p>1st Incident: A Corrective Action Plan acceptable to DCFS shall be due to DCFS within ten (10) business days of the request.</p> <p>2nd incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the contractor is not in full compliance with all requirements of the contract. The twenty percent (20%) 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 contractor is in full compliance, maintaining a below-standard Vendor Performance Report (VPR) in the vendor's file and contract termination.</p>

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	<p>education offering/training at the Resource Parent Conference and/or Resource Parent Support Group as scheduled by DCFS;</p> <p>b. Provide evaluation surveys to participants;</p> <p>c. Provide summaries of the evaluation survey results to the identified DCFS contact person within one (1) week of the continuing education training;</p> <p>d. Provide to the identified DCFS contact person copies of all completed evaluation surveys within two (2) business days of request by DCFS.</p> <p>e. Provide contractor contact information to training participants.</p> <p>4. The contractor shall submit quarterly progress evaluations to the identified DCFS Program Manager within thirty (30) days of the final day of the previous quarter. Progress evaluations shall be based upon foster parent experiences discussed in trainings and during follow-up calls made by the contractor.</p> <p>5. Pursuant to A.C.A. 9-28-407, the contractor shall ensure that confidentiality is maintained during continuing education trainings and Resource Parent Support Groups.</p> <p>6. The contractor shall notify the identified DCFS Program</p>	

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	<p>Manager immediately when services will not be provided due to vacation, illness, personal business, etc. Planned absences shall be reported to DCFS two (2) weeks in advance, at minimum.</p> <p>7. The contractor must maintain compliance with all service criteria and standards for acceptable performance one hundred percent (100%) of the time throughout the contract term as determined by DCFS.</p>	
<p><b>Program Deliverable III: Resource Parent Transfer of Learning and Support</b> Following the completion of a continuing education offering/training (whether through a stand-alone training, DCFS Resource Parent Conference, or Resource Parent Support Group), the contractor shall facilitate transfer of learning of the material presented in the continuing education offering/training and provide general support as needed to DCFS resource parents.</p> <p><b>Performance Indicator 1</b> Following the completion of a continuing education offering/training (whether through a stand-alone training, DCFS Resource Parent Conference, or Resource Parent Support Group), the contractor will facilitate transfer of learning of the material presented in the continuing education offering/training.</p>	<p>1. The contractor shall ensure all training participants are contacted by phone and/or email within one (1) week to inquire how the resource parents have attempted to implement the knowledge and/or skills provided during the continuing education offering/training.</p> <p>2. The contractor must ensure all training participants are contacted by phone and/or email within three (3) months, but not sooner than two (2) months, to inquire how the resource parents have attempted to implement the knowledge and/or skills provided during the continuing education offering/training.</p> <p>3. The contractor must make at least three (3) attempts to contact each participant regarding transfer of learning.</p> <p>4. The contractor must maintain a DCFS-approved log to track all correspondence with resource parents as it relates to the transfer of learning.</p>	<p>1st Incident: A Corrective Action Plan acceptable to DCFS shall be due to DCFS within ten (10) business days of the request.</p> <p>2nd incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the contractor is not in full compliance with all requirements of the contract. The twenty percent (20%) 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 contractor is in full compliance, maintaining a below-standard Vendor Performance Report (VPR) in the vendor's file and contract termination.</p>

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	<ol style="list-style-type: none"> <li>5. The contractor must submit the aforementioned contact log to the identified DCFS Program Manager upon request.</li> <li>6. Pursuant to A.C.A. 9-28-407, the contractor must ensure that confidentiality is maintained throughout all communication with resource parents and providers.</li> <li>7. The contractor must notify the identified DCFS Program Manager when services will not be provided due to vacation, illness, personal business, etc. as soon as possible. Planned absences will be reported to DCFS two (2) weeks in advance, at minimum.</li> <li>8. The contract must maintain compliance with all service criteria and standards for acceptable performance one hundred percent (100%) of the time throughout the contract term as determined by DCFS.</li> </ol>	
<p><b>Performance Indicator 2</b> Following the completion of a continuing education offering/training (whether through a stand-alone training, DCFS Resource Parent Conference, or Resource Parent Support Group), the contractor shall provide general support as needed to DCFS resource parents.</p>	<ol style="list-style-type: none"> <li>1. The contractor must respond to phone calls and emails from DCFS resource parents with inquiries regarding training material the contractor has presented with in three (3) business days.</li> <li>2. The contractor must respond to phone calls and emails from DCFS resource parents regarding how to navigate the child welfare system within one (1) business day. Vendor shall provide general advice to resource parents on navigating the child welfare system and provide</li> </ol>	<p>1st Incident: A Corrective Action Plan acceptable to DCFS shall be due to DCFS within ten (10) business days of the request.</p> <p>2nd incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the contractor is not in full compliance with all requirements of the contract. The twenty percent (20%) 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</p>

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	<p>contact information for the designated DCFS contact, or other designated provider, to provide further guidance as agreed by DCFS and the contractor.</p> <p>3. The contractor must respond to crisis phone calls and emails within twenty-four (24) hours of receipt of communication and provide contact information, including afterhours contact information, for the designated DCFS mental health specialist.</p> <p>4. Pursuant to A.C.A. 9-28-407, the contractor must ensure that confidentiality is maintained throughout all communication with resource parents and providers.</p> <p>5. The contractor must notify the identified DCFS Program Manager immediately when services are not able to be provided due to vacation, illness, personal business, etc. Planned absences must be reported at least two (2) weeks in advance.</p> <p>6. The contractor must maintain compliance with all service criteria and standards for acceptable performance one hundred percent (100%) of the time throughout the contract term as determined by DCFS.</p>	<p>right to impose additional penalties including without limitation, withholding payment on future invoices until contractor is in full compliance, maintaining a below-standard Vendor Performance Report (VPR) in the vendor's file and contract termination.</p>
<p><b>Program Deliverable IV: Contractor Staff Qualifications</b></p> <p><b>Performance Indicator 1</b> The contractor will provide and maintain a qualified staff at a level sufficient for completing the contracted scope of work.</p>	<p>1. The contractor must maintain staff assigned to this project who meet the minimum requirements specified in the Request For Qualifications (RFQ) document and incorporated herein one hundred percent (100%) of the time throughout the contract</p>	<p>1st Incident: A Corrective Action Plan acceptable to DCFS shall be due to DCFS within ten (10) business days of the request.</p> <p>2nd incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the contractor is not in</p>



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	<p>term.</p> <p>2. The Vendor must maintain compliance with all service criteria and standards for acceptable performance one hundred percent (100%) of the time throughout the contract term as determined by DCFS.</p>	<p>full compliance with all requirements of the contract. The twenty percent (20%) 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 contractor is in full compliance, maintaining a below-standard Vendor Performance Report (VPR) in the vendor's file and contract termination.</p>
<p><b>Conflict of Interest Mitigation</b> 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 \$5,000 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 \$100,000 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>

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.

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<sup>i</sup> 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.

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

12-14-17