

Attachment O – SP-19-0054 – DYS Performance Standards

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 Prospective Contractor **shall** 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 Prospective 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 in a result of the Prospective 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 Prospective Contractor's performance is acceptable.
- IV. The State will 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 Prospective Contractor so as to establish standards that are reasonably achievable.
- V. The contract program deliverables and performance standards to be performed by the contractor are:

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Service Criteria	Acceptable Performance	Damages applied to monthly invoice unless otherwise stated
A. Insurance Coverage Insurance coverage per RFP requirements.	Contractor provides proof of liability coverage immediately upon request	DYS will withhold the payment equal to the amount of the daily cost of the insurance coverage for each day without coverage.
B. Mandated Reporting Pursuant to Ark. Code Ann. §12-18-402 (b), 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 if Contractor and any of its employees, agents, and Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect: <ul style="list-style-type: none"> a. That a child has been subjected to child maltreatment; b. Died as a result of child maltreatment; c. Died suddenly and unexpectedly; or d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment 	Contractor maintains one hundred percent (100%) compliance with all relevant DYS policies	A ten percent (10%) damages per infraction not reported per all relevant DYS policies will be assessed from the following month's reimbursement for each day the Contractor is not in compliance. The amount will be calculated from the total billing of the month which the incident occurred.
C. ACA Standards ACA Standards upheld per RFP requirements.	Once accredited, Contractor maintains ACA standards	Once accredited, damages will be one percent (1%) of monthly compensation for each item that does not meet ACA standards.
D. ACA Accreditation Attained	Contractor attains accreditation within one (1) year of contract award	Damages will be \$5,000 per each day late past the one (1) year deadline
E. CARF Accreditation CARF accreditation secured and maintained per RFP requirements.	Contractor accredited upon award of contract or within three (3) years and maintained for contract duration	Once accredited, damages will be one percent (1%) of monthly compensation for each item that does not meet mandatory CARF standards. If not accredited upon award, \$5,000 per day for each day past the deadline for accreditation.
F. CARF Accreditation and ACA Accreditation Implementation	Deadlines met as agreed upon after contract award by Contractor	Damages will be applied as agreed upon after contract award for failure to meet milestones

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G. Daily Census Daily Census Report	Submitted per RFP requirements by Contractor	Damages will be the cost of one (1) juvenile per day for each report that is late or inaccurate.
H. Incident Reporting	Contractor reports one hundred percent (100%) of incidents per RFP requirements	Damages will be the cost of one (1) juvenile per day for each occurrence that is not reported per RFP requirements
I. Timely and Accurate Reporting	All reports submitted per requirements in RFP or as specified per Ad Hoc reporting by Contractor	Damages will be 1% of monthly compensation for each report received late or inaccurate
J. Supervision	Contractor maintains adequate supervision as required in the RFP	Damages will be the daily cost of each juvenile per occurrence when juvenile is not adequately supervised
K. Major Incidents	Contractor maintains major incidents at or below 3-year baseline average per RFP requirements	Damages will be 1% of monthly compensation for every 1% in excess of baseline.
L. Minor Incidents	Contractor maintains major incidents at or below 3-year baseline average per RFP requirements	Damages will be 1% of monthly compensation for every 1% in excess of baseline.
M. Rights of Juveniles-Orientation	Juveniles receive orientation and handbook within 48 hours	Damages will be the cost of bed rate per day of noncompliance for each juvenile
N. Treatment- Master Plan	Contractor meets requirements in RFP for one hundred percent (100%) of juveniles	Damages will be the cost of bed rate per day of noncompliance for each juvenile
O. Treatment- Therapists	Contractor reports one-hundred (100) percent of juveniles are assigned a therapist per RFP ratios	Damages will be the cost of bed rate per day of noncompliance for each juvenile
P. Treatment- Frequency	Contractor reports one -hundred (100) percent of juveniles receive services as prescribed in Master Treatment Plan.	Damages will be the cost of bed rate per day of noncompliance for each juvenile
Q. Treatment-Evidence Based Model	Contractor maintains fidelity to evidence- based model as required in RFP	Damages will be the cost of bed rate per day of noncompliance for each juvenile
R. Treatment- Evaluation Coordination	Contractor reports one -hundred (100) percent of juveniles receive services as prescribed in Master Treatment Plan	Damages will be the cost of bed rate per day of noncompliance for each juvenile
S. Case Management	Contractor reports one -hundred (100) percent of juveniles are assigned a case manager per RFP ratios	Damages will be the cost of bed rate per day of noncompliance for each juvenile

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T. Case Management Coordination	Contractor conducts treatment team meetings on one hundred percent (100%) of juveniles each month	Damages will be one percent (1%) per missed treatment team meeting
U. Case Management- Planning & Progress	Contractor case managers ensure ninety percent (90%) of juveniles receive prescribed services and are ready to discharge within their assigned LOS. Ninety percent (90%) based on annual calculation of all youth who enter contractors care during State fiscal year	Damages will be the for each one percent (1%) below ninety percent (90%), damages will be \$5,000.
V. Education- Administration	Contractor maintains one hundred percent (100%) compliance with ADE regulations as per RFP	Damages will be the ten percent (10%) damages per occurrence
W. Education- Special	Contractor maintains one hundred percent (100%) compliance as per RFP	Damages will be the cost of one (1) juvenile per day for each juvenile affected by noncompliance
X. Education- Degree Options	Contractor maintains one hundred percent (100%) compliance as per RFP	Damages will be the cost of one (1) juvenile per day for each juvenile affected by noncompliance
Y. Education- Post-secondary& Continuing Education	Contractor maintains one hundred percent (100%) compliance as per RFP	Damages will be the cost of one (1) juvenile per day for each juvenile affected by noncompliance
Z. Medical Services	Contractor maintains one hundred percent (100%) compliance as per RFP	Damages will be the ten percent (10%) damages per occurrence
AA. Staffing Levels	Contractor maintains one hundred percent (100%) compliance as per the RFP	Damages will be the cost of one (1) juvenile for each juvenile per day in excess of ratio as stated in RFP
BB. Staff Training	Contractor maintains one hundred percent (100%) compliance as per the RFP	Damages will be the cost of one (1) juvenile per day per each employee not meeting training requirements
CC. Training- Safety & Security Drills	Contractor maintains one hundred percent (100%) compliance as per the RFP	Damages will be the cost of one (1) juvenile per day per each employee not meeting training requirements
DD. Quality Assurance and Cooperation with Monitoring Teams	Contractor maintains one hundred percent (100%) compliance per RFP requirements	Damages will be the ten percent (10%) for each report of non-cooperation from monitoring team
EE. Timely Invoicing	Contractor submits invoice to DYS by tenth (10 th) of each month	Damages will be \$50 for one day late. Damages will continually double for each additional day late.

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FF. Conflict of Interest Mitigation	Contractor maintains one hundred percent (100%) compliance per RFP requirements	Damages per Attachment H
GG. Transition Planning at End of Contract	Contractor submits transition plan to DYS for approved as specified by DYS Contractor adherences to transition plan milestones	Damages as determined by DYS at time of transition planning. Damages as determined by DYS for failure to meet each milestone.
HH. Implementation	Meet implementation deadlines as specified and approved by DYS	Damages as determined by DYS at beginning of Implementation for failure to meet each milestone.