

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-267 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. 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 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>A. The Contractor shall provide Daily Living Support Services for children in the custody of the DCFS, age birth to twenty-one (21) years old who have a primary diagnosis of intellectual or developmental disability as defined in Arkansas Code Annotated § 20-48-101(4) and 20-48-206 to enable such persons to reside successfully in their own homes, with their families, or in an alternative living residence or setting. Other services that may not be detailed or listed as examples herein, but which adhere to primary purpose of this solicitation are also within scope.</p> <p>B. The Contractor shall assist DHS with the application process for obtaining a CES waiver.</p> <p>C. The Contractor shall actively seek enrollment in the PASSE for children.</p> <p>D. DCFS reimburses the contractor for transportation, care of the child, and maintaining the home for Children enrolled in the PASSE who have not been approved for CES waiver services.</p> <p>E. DCFS reimburses the contractor for transportation, care of the child, maintaining the home for children not participating in the PASSE and who have not been approved for CES waiver.</p> <p>F. Service Levels</p> <p>1. Service Level 1 – At this level of service, this child or youth:</p> <ul style="list-style-type: none"> Receives case management services as well as DCFS related transportation services paid by DCFS. Transportation services include, but are not limited to, transportation for court, staffings, and family time. Receives up to four (4) hours per day of daily living support services paid by 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 (10%) penalty will be calculated from the total payment for the identified 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 the vendor file and contract termination.</p> |

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| <ul style="list-style-type: none"> • Requires minimal services. • Periodically exhibits minimal dependency, passivity, lack of responsiveness and/or the ability to relate. • May need assistance with putting on braces or prosthetic devices, some assistance with dressing, special education needs, etc., but youth is basically self-caring. • Without behavioral issues or minimal behavioral issues. <p>2. Service Level 2 – At this level of service, this child or youth:</p> <ul style="list-style-type: none"> • Receives case management services as well as DCFS related transportation services paid by DCFS. Transportation services include, but are not limited to, transportation for court, staffings, and family time. • Receives up to twelve (12) hours per day of daily living support services. • Requires minimal services. • Periodically exhibits minimal dependency, passivity, lack of responsiveness and/or the ability to relate. • May need assistance with putting on braces or prosthetic devices, some assistance with dressing, special education needs, etc., but youth is basically self-caring. • Without behavioral issues or minimal behavioral issues. <p>3. Service Level 3 – At this level of service, this child or youth:</p> <ul style="list-style-type: none"> • Receives case management as well as DCFS related transportation services paid by DCFS. Transportation services include, but are not limited to, transportation for court, staffings, and family time. • Can receive a minimum of twelve (12) hours and a maximum of twenty-four (24) hours of daily living support services per day. • Requires more attention and structure such as constant | | |

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| <p>repetition and follow through on instructions.</p> <ul style="list-style-type: none"> • May need assistance with dressing, bathing, general toilet needs as well as some help with ambulation. • May exhibit feeding challenges such as excessive intake, extremely slow and/or messy intake requiring assistance. • May have some behavioral health needs. • May have frequent medical and mental health appointments. <p>4. Service Level 4 – At this level of service, this child or youth:</p> <ul style="list-style-type: none"> • Receives case management as well as DCFS related transportation services paid by DCFS. Transportation services include, but are not limited to, transportation for court, staffings, and family time. • Requires One on one supervision and the Contractor must maintain a visual line of sight. • Requires assistance with dressing, bathing, general toilet needs as well as some help with ambulation. • May exhibit feeding challenges such as excessive intake, extremely slow and/or messy intake requiring help and/or supervision. • May require frequent appointments to the physician or other healthcare provider. • May require appliances for drainage or other medical issues. • May require aspiration, suctioning, mist tent, etc., tube feeding and constant supervision. • May have behavioral health needs that may result in some aggression. <p>The Contractor shall seek DCFS written approval of the Cost of Care Plan to authorize Service Level 4 services that exceed those as described above.</p> | | |

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| (Service Levels 1-3). DCFS determinations under this section are final. | | |
| <p>Plan of Care</p> <p>1. The Contractor shall develop, within thirty (30) days of a child's admission to the program, an individualized plan of care providing services paid by DCFS which address the child's emotional, behavioral, and psychological needs. The plan of care must include the following:</p> <ol style="list-style-type: none"> Documentation supporting the child's intellectual or developmentally disability diagnosis and complications indicating the need for admission. A chronological description of the functional levels of that individual. A plan for continuing care, including a plan for in home training, case management transportation and, if necessary, psychological, or psychiatric consultation. A plan for individual therapy when appropriate and medically necessary. Any orders for: <ul style="list-style-type: none"> • medications • treatments • activities • social services • dietary needs • educational needs, IEPs, special education services • training in independent living skills; and • A plan for discharge • Occupational, speech, physical, or applied behavioral analysis <p>2. Copies of the plan of care must be submitted to the referring DCFS County Office within thirty (30) days of admission.</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>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 the vendor file and contract termination.</p> |
| <p>Cost of Care</p> <p>A client-specific Cost of Care plan must be completed on the automated Cost of Care Plan form and submitted and approved by the Specialized Services Unit (SSU) Program Manager or the Assistant Director of Placement Support and Community Outreach upon client's admission.</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</p> |

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| | | <p>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>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 the vendor file and contract termination.</p> |
| <p>Daily Living Support Requirements</p> <ol style="list-style-type: none"> 1. The Contractor shall provide daily living support supervision and activities meant to assist the child to acquire, retain, or improve skills in a wide variety of areas that directly affect the person's ability to reside as independently as possible in the community. 2. The Contractor shall document the habilitation objective to be served by each activity in the child's cost of care plan. 3. Examples of supervision and activities to be provided as a part of daily living support include: <ol style="list-style-type: none"> a. Decision making, including the identification of and response to dangerously threatening situations, making decisions and choices affecting the client's life, and initiating changes in living arrangements or life activities. b. Money management, including training, assistance or both in handling personal finances, making purchases, and meeting personal financial obligations; c. Daily living skills, including training | <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>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on</p> |

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| <p>in accomplishing routine housekeeping tasks, meal preparation, dressing, personal hygiene, administration of medication (to the extent permitted by state law), proper use of adaptive and assistive devices and household appliances, training on home safety, first aid, and emergency procedures;</p> <p>d. Socialization, including training and assistance in participating in general community activities and establishing relationships with peers. Activity training includes assisting the child to continue to participate on an ongoing basis.</p> <p>e. Community integration experiences, including activities intended to instruct the child in daily living and community living in integrated settings, such as shopping, church attendance, sports, and participation sports.</p> <p>f. Mobility, including training and assistance aimed at enhancing movement within the child's living arrangement, mastering the use of adaptive aids and equipment, accessing and using public transportation, independent travel or movement within the community.</p> <p>g. Communication, including training in vocabulary building, use of augmentative communication devices, and receptive and expressive language.</p> <p>h. Behavior shaping and management, including training and assistance in appropriate expression of emotions or desires, compliance, assertiveness, acquisition of socially appropriate behaviors or reduction of inappropriate behaviors.</p> <p>i. Reinforcement of therapeutic services, including conducting exercises reinforcing physical, occupational, speech, behavioral or another therapeutic program.</p> <p>j. Companion activities and therapies, or the use of animals as modalities to motivate a child to meet functional goals established for the</p> | | <p>future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p> |

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| <p>child's habilitative training, including language skills, increased range of motion, socialization, and the development of self-respect, self-esteem, responsibility, confidence, an assertiveness; and</p> <p>k. Health maintenance activities, which include tasks that child would otherwise do for themselves or have a family client do, except for injections and intravenous medication administration.</p> <p>4. Services shall be provided in a family care and in training home, an apartment, or leased house in an integrated community setting.</p> <p>5. The Contractor's service shall include transportation and consultation for all or part of a calendar day.</p> | | |
| <p>Education</p> <p>The Contractor shall initiate, supervise, and document individual education plans and shall ensure that educational services are provided in compliance with Arkansas and federal law, including Department of Education (DOE) rules and regulations.</p> <p>1. The Contractor shall maintain child educational records on site.</p> <p>2. The Contractor shall allow DCFS and the Arkansas Department of Education access to all child records pertaining to education.</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>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)</p> |

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| | | in the vendor file and contract termination. |
| <p>Mental Health Services If medically necessary and appropriate for the child, the Contractor shall provide or arrange counseling and therapy services by licensed and enrolled Medicaid provider in good standing.</p> <ol style="list-style-type: none"> 1. The Contractor shall maintain documentation of provision of counseling and therapy services as identified in the individualized treatment plans. 2. The Contractor must meet DHS/DCFS Minimum Licensing Standards for Child Welfare Agencies (https://humanservices.arkansas.gov/wp-content/uploads/PUB_04_A.pdf), incorporated herein by reference, in addition to any other training. <ol style="list-style-type: none"> a. Foster parents must follow the provisions of the Resource Parent Handbook (Attachment I). b. Foster parents must be trained in a curriculum specific to the population that they are serving. c. Foster parents must be trained in CPR/First Aid as prescribed by the American Red Cross or the American Heart Association. d. If child is placed in an Alternative Living arrangement, Contractor shall employ, train, and maintain enough appropriately trained staff persons to meet the child's need for supervision twenty-four (24) hours a day. e. The Contractor must provide on-going training and support to foster parents and caregivers to ensure health, safety, and well-being of child. f. The Contractor must maintain up-to-date training records detailing training provided for all employees. | <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>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 the vendor file and contract termination.</p> |
| <p>Medical Needs</p> <ol style="list-style-type: none"> 1. The Contractor shall provide for routine medical needs (e.g., scheduling of doctor/dentist/eye appointments), including necessary transportation by foster parents or staff. <ol style="list-style-type: none"> a. Foster parents and staff providing transportation shall have the | <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</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</p> |

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| <p>requisite licensure and insurance as provided for by Arkansas law.</p> <p>b. Contractor shall maintain documentation of meeting medical needs.</p> <p>c. Contractor shall maintain documentation of current car insurance and valid driver's license for all staff transporting DCFS child.</p> <p>2. For each child in the program, the Contractor must involve the child's family in treatment planning and maintain a minimum of monthly contact with the child's parents to discuss the child's progress, continuing needs, and any problem areas.</p> <p>a. Visitation must take place unless such contact is contrary to court order, parental rights have been terminated, or potential visitation has been ordered stopped.</p> <p>b. The Contractor's agent assigned to the child shall accompany the DCFS Family Service Worker.</p> <p>3. The Contractor shall adhere to DCFS Family Service Policy and Procedure Manual, Procedure VI-D4 (Attachment J), incorporated herein by reference, in maintaining the Medical Passport (medical and psychological history) for each DCFS child in placement. Note: It is the responsibility of the DCFS worker assigned to the child to originate the Medical Passport and provide to the Contractor at time of placement.</p> <p>a. The Contractor must document receipt of Medical Passport.</p> <p>b. If not readily available at time of placement, Contractor must document within ten (10) days that it has been received or requested from caseworker.</p> | <p>determined by DHS.</p> | <p>(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>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 the vendor file and contract termination.</p> |
| <p>Incident Reporting</p> <p>The Contractor shall adhere to the DHS Incident Reporting Policy No.1090 (Attachment K) notification requirements incorporated herein by reference as if set out word for word.</p> <p>1. In the event of a runaway child, the Contractor shall notify law enforcement and the youth's home county or local DCFS office where the youth is</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</p> |

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| <p>believed to be and the youth's parents or guardians.</p> <p>2. For all other incidents, the Contractor shall complete an Incident Report and transmit via email to the SSU manager and to the local DCFS county office within twenty-four (24) hours of the incident and follow-up with a hard copy.</p> <p>3. Any incident involving death, life-threatening injury, runaway, or incident which may be reported in the media, shall be immediately, within ten (10) minutes, reported to DCFS by phone (501-320-6593) during regular work hours, Monday through Friday and after hours and holidays to the DCFS 24-hour phone line (1-800-482-5964) with a written report submitted by fax on the same day.</p> | | <p>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>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 the vendor file and contract termination.</p> |
| <p>Progress Report</p> <p>The Contractor shall submit monthly progress reports to the placing DCFS County Office by the 10th working day of the following month. They shall contain the following:</p> <ul style="list-style-type: none"> • Progress toward goals stated in the treatment plan • Medical visits • Educational issues • Summary of incident reports • Contact with family • Any court involvement • Progress towards application for CES waiver | <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>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices</p> |

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| | | until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination. |
| <p>Placement</p> <p>The Contractor shall not place more than one (1) child in a family care and training home or alternative living situation without written approval from the Manager of SSU or the DCFS Assistant Director of Placement Support and Community Outreach. Exceptions can be made in the following instances:</p> <p>If an emergency placement is required, a verbal request can be made but must be followed with a written request within twenty-four (24) hours;</p> <ul style="list-style-type: none"> • For respite care, Contractor must follow guidelines established by the Contractor's program description approved by the manager of SSU; • Sibling visitation; • Sibling group placement; • Temporary placement in another home due to the illness of the primary caretaker. SSU Manager must be notified of placement and the length of anticipated stay within twenty-four (24) hours of the placement. • Children may be temporarily absent from the program because of illness; admission to a hospital for medical needs or mental health needs, incarceration, trial home visits or due to runaway behavior. Billings for children who are temporarily absent may continue until the child has been absent for ten (10) consecutive program days. The intent of the absentee billing is to avoid penalizing either the child (by filling the child's slot in the program due to temporary absence) or the Contractor (by not allowing reimbursement for the child's slot while it is held open pending the child's return). <p>The Contractor shall provide written notification if a child is moved from one family care and training home to another home or alternative living situation within the program. This written notification must</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>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 the vendor file and contract termination.</p> |

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| state the reason for the move and be provided by the DCFS county office assigned to the child within twenty-four (24) hours of the move. | | |
| Visitation 1. The Contractor shall allow for the DCFS Family Service Worker to visit in the foster home at least once a month. <ol style="list-style-type: none"> Each visit shall include a private conversation with the child outside the presence of the foster parent. The Contractor's agent assigned to the child shall accompany the Family Service Worker, as appropriate. 2. The Contractor shall visit the client in the foster home no less than once a week during the first twelve (12) weeks of foster care placement. Each visit shall include a private conversation with the client outside the presence of the foster parent. | 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. | 1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 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. 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 the vendor file and contract termination. |
| Discharge 1. The Contractor shall prepare a discharge summary and submit to the referring DCFS Family Service Worker thirty (30) days prior to the scheduled discharge date. The discharge summary shall contain the following information: <ol style="list-style-type: none"> Identifying data Admitting diagnosis History of presenting behavior Major problems Progress and reason for discharge Medical information Independent Living Skills provided | 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. | 1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 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 |

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| <p>h. Aftercare plan and recommendation(s), including:</p> <ul style="list-style-type: none"> • Referrals and follow-up • Discharge medications • Educational recommendations • Placement recommendations <p>i. Signature by case manager and program director</p> <p>2. The Contractor shall be exempt from providing thirty (30) day notice of discharge under the following conditions:</p> <ul style="list-style-type: none"> a. The child becomes a danger to himself and others or b. A court of competent jurisdiction orders removal <p>3. In the event of an emergency discharge, DCFS must be notified immediately, and the following documentation shall be provided within twenty-four (24) hours:</p> <ul style="list-style-type: none"> a. Specific behavior supporting the conclusion that the child is a danger to himself and others. b. Internal placement options that were explored. c. CES Waiver request made to the Specialized Services Unit at 501-320-6593. <ul style="list-style-type: none"> i. If SSU staff are not available, the Assistant Director, Placement, Support and Community Outreach, shall be contacted at 501-682-8433 (if after hours, holiday or weekend, calls should be made as soon as possible the next working day). ii. If a verbal waiver is granted, written documentation shall be submitted within twenty-four (24) hours to the Specialized Placement Unit. | | <p>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>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 the vendor file and contract termination.</p> |
| <p>File</p> <p>1. The Contractor shall maintain a foster home file for each resource parent participating in the program.</p> <p>2. The file must contain written documentation that the foster home is current in its foster home re-evaluation, including up to date Central Registry and criminal background checks, Department of Motor Vehicle (DMV) check and First Aid and CPR certificates.</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)</p> |

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| <p>3. The Contractor shall submit a monthly report to the SSU listing the names of the foster homes re-evaluated each month and whether the home continues to meet licensing standards and the required information is current.</p> <p>4. Upon request, the Contractor shall immediately produce and make copies of all documents available to DCFS.</p> <p>5. The Contractor shall notify the Child Abuse and Neglect Hotline (1-800-482-5964) immediately and no later than fifteen (15) minutes after knowing of a suspected case of abuse or neglect, as required by state law and DHS policy. The Contractor shall notify DCFS by the next business day of all reports of suspected abuse or neglect involving child referred by or in the custody of DHS.</p> | | <p>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>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 the vendor file and contract termination.</p> |
| <p>Payment and Invoicing Provision</p> <p>A. The Contractor must submit monthly billing to SSU by the 10th day of the following month.</p> <p>B. A monthly summary of children served that lists all referrals, admissions, on-going placements, discharges and unplanned discharges and certification of compliance must be attached to the billing.</p> <p>C. The monthly summary must identify the child by name, the last four (4) digits of the child's social security number, and the child's Medicaid number as well as the service level provided.</p> <p>D. The billing must clearly identify the number of units for each child served by the specific service (e.g., residential treatment).</p> <p>E. The billing must clearly identify the DCFS approved Service Level associated with each child served. Daily Living Support Service Levels should be identified as Level 1, 2, 3, or 4. Level 4 payments will be negotiated on a case-by-case basis.</p> <p>F. DCFS will not be responsible for billing received outside this timeframe but will consider each case on an individual basis.</p> <p>G. Invoices must be developed on-line</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>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</p> |

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| <p>through the PROVIDER INVOICE ENTRY (PIE).</p> <p>H. Reimbursements will include the following:</p> <ol style="list-style-type: none"> 1. Reimbursement of Services for Child Placed in a DDS Foster Home: <ul style="list-style-type: none"> • Transportation: Permitted for reasonable travel such as court and visitation with family or other caretakers. DCFS may approve or deny transportation reimbursement requests. If approved, reimbursement will be limited to the current State of Arkansas mileage reimbursement rate not to exceed not to exceed 3,000 miles per year without written DCFS approval. The mileage reimbursement rate may or increase or decrease throughout the duration of the contract in accordance with the rate set by the Arkansas Department of Finance and Administration. The mileage reimbursement rate applied will be the current state rate on the date of travel. 2. Reimbursement for a Child Placed in an Independent Living Setting: <ul style="list-style-type: none"> • Optional Milestone Payment for Secured Housing: 4 Units, 12-month lease, up to \$750 per unit • Transportation: permitted for reasonable travel such as court and visitation with family or other caretakers. DCFS may approve or deny transportation reimbursement requests. If approved, reimbursement will be limited to the current State of Arkansas mileage reimbursement rate not to exceed 3,000 miles per year without written DCFS approval. The mileage reimbursement rate may or increase or decrease throughout the duration of the contract in accordance with the rate set by the Arkansas Department of Finance and Administration. The mileage reimbursement rate applied will be the current state rate on the date of travel. <p>I. Board Payments</p> <ol style="list-style-type: none"> 1. The Contractor shall deliver monthly board payments to the DDS resource | | <p>below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p> |

| Service Criteria ⁱ | Acceptable Performance | Damages for Insufficient Performance ⁱⁱ |
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| <p>parents within three (3) days of receipt according to rate chart provided in the solicitation.</p> <p>2. Foster care board payments received for each child shall be used exclusively for that child's needs.</p> <p>3. The Contractor agrees to notify DHS/DCFS when becoming the Social Security payee for a youth placed by DHS/DCFS. Once the Contractor becomes the SSI payee for a youth, the board payments will be stopped. SSI Payments received for each child shall be used exclusively for that child's needs. The Contractor shall give to the DDS foster parents the entire amount of the SSI. The contractor shall:</p> <p>a. Maintain written documentation of the date and amount of payment of the SSI payment to the DDS foster parents.</p> <p>b. Maintain written monthly documentation from the foster parents detailing use of the personal needs and clothing amount for each child.</p> <p>c. Contractor shall be responsible for the return to DHS/DCFS any funds received for a child discharge from the program, if the funds are received after discharge.</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>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</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>For each failure to report, DHS may impose:</p> <p>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 identified month in which the deficiency took place; or</p> <p>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 for the contract, as determined</p> |

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| <p>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>by DHS. 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 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</p> <p>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> |

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| <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. Final payment may be withheld from the vendor until all elements of the transition are satisfied as determined by DHS.</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). <p>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. For all FOIA requests received, the Contractor shall also notify DHS of the request at DHS.FOIA@arkansas.gov.</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. 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. <p>DHS may elect to calculate penalties/damages</p> |

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| | | <p>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 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.