

ARKANSAS DEPARTMENT OF HUMAN SERVICES PERFORMANCE BASED CONTRACTING

Home Studies (Foster/Adopt, Court Ordered, ICPC)

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, 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:

Performance Measures		
Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
Licensing 1. 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.	100% compliance Contractor will submit a certification of compliance with performance indicators with monthly billing. Program audit may be conducted.	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. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below

		standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
2. Contractor will notify DCFS Program Manager of any changes in the business entity which include, but not limited to business entity existence, name change of the business, new location of the business, new telephone numbers and contact person within seventy-two (72) hours.	100% compliance Contractor will submit a certification of compliance with performance indicators with monthly billing. Program audit may be conducted	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. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
3. The 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.	100% compliance Contractor will submit a certification of compliance with performance indicators with monthly billing. Program audit may be conducted	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. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance

		Report (VPR) in the vendor file and terminating the contract.
<p>Completing a Home Study</p> <p>1. Contractor will accept only referrals from the DCFS area financial coordinator covered by this contract for payment. Referral to the Contractor will include the following documents: completed IHC, completed SAFE Questionnaire 1, and three (3) completed SAFE references. The Contractor is responsible for conducting an independent assessment of the family which includes at least two (2) visits to the home to interview the prospective foster family, ICPC, Court Ordered families according to SAFE guidelines (as covered in the required SAFE training). Three (3) face-to-face home visits are preferred. The SAFE Home Study will be completed within forty-five (45) calendar days from the date the referral is received.</p> <p>Contractor may also be required to provide SAFE updates to the already completed home study. The SAFE home study update will be required to be completed within fourteen (14) calendar days.</p>	<p>100% compliance</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. 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 the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>2. All Vendor LCSWs must obtain the supervisory SAFE certificate within thirty (30) days of the contract start date. All other Vendor 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>100% compliance</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 DCFS. Program audit may be conducted. Also, the Foster Care Manager,</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>

	or designee will be required to randomly review the home studies.	3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
<p>3. Contractor will complete a family's initial home study, or updated home study, which will provide narratives and attachments in compliance with the SAFE protocols (as defined in the required SAFE training), DCFS policy, procedures and forms within forty-five (45) days of referral to the provider.</p> <p>Contractor shall schedule all home study interviews with prospective families according to family availability.</p> <p>The only exception to this time frame is when the area Resource Supervisor gives approval in advance for an extended period of time, in instances when a documented delay is caused by the family or when other circumstances, acceptable to the DCFS area Resource Supervisor, are determined to have prevented completion of the study in forty-five (45) calendar days.</p>	<p>100% compliance</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. 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 the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>4. The home study and home study update will be conducted by a Licensed Certified Social Worker (or a Licensed Social Worker or a Licensed Master Social Worker, who is supervised by a Licensed Certified Social Worker), who has maintained Arkansas licensure during the contract period.</p>	<p>100% compliance.</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 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 the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties</p>

		including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
5. 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.	100% compliance. 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. Program audit may be conducted.	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. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
Court Testimony 1. Contractor will provide court testimony if subpoenaed or requested to appear by DCFS.	100% compliance Attendance and ability to provide accurate testimony when subpoenaed or requested	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. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below

		standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
2. Court testimony will be conducted by a Licensed Certified Social Worker (or a Licensed Social Worker or a Licensed Master Social Worker, who is supervised by a Licensed Certified Social worker), who has maintained Arkansas licensure during the contract period.	100% compliance Attendance and ability to provide accurate testimony when subpoenaed or requested	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. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
Reporting and Billing 1. Contractor will attend a one-day DCFS orientation and training regarding agency policy, procedure and form requirements within the first ten (10) working days of the contract effective date. The DCFS Foster Care Manager, or designee, will notify the contractor of the training location at least five (5) working days before the training date.	100% compliance Contractor will submit a certification of compliance with performance indicators with monthly billing. Billing will be in compliance with DCFS policy and procedures.	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. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and

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<p>2. Contractor will submit a monthly report to the DCFS Foster Care Manager by the tenth (10) working day of the month for the preceding month that includes, but 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, any court testimony. The monthly report will also provide justification for any home study submitted past the forty-fifth (45) day. The completed SAFE home studies and home study updates are subject to random review by the Consortium of Children.</p>	<p>100% compliance</p> <p>Contractor will submit a certification of compliance with performance indicators with monthly billing. Billing will be in compliance with DCFS policy and procedures.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>4. Contractor will process invoices in accordance with procedures established by DCFS. Invoices for monthly billing must be developed on-line through the CHRIS FINANCIAL MODULE @ https://dhs.arkansas.gov/dcfs/pie/login.aspx. Invoices along with the certification of compliance should be submitted to the area Financial Coordinator by the tenth (10) day of the month. If the tenth day is on a week-end, billing is due no later than the following Monday. Only original signed invoices will be accepted.</p> <p>Contractor will submit a certification of compliance with performance indicators with monthly billing. Billing will be in compliance with DCFS policy and procedures.</p>	<p>100% compliance</p> <p>Contractor will submit a certification of compliance with performance indicators with monthly billing. Billing will be in compliance with DCFS policy and procedures.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and</p>

		terminating the contract.
<p>Mandated Reporting 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> <ol style="list-style-type: none"> A child has been subjected to child maltreatment; A child died as a result of child maltreatment; A child died suddenly and unexpectedly; or Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. or 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 Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees,</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>	<ol style="list-style-type: none"> For each failure to report, DHS may impose: <ol style="list-style-type: none"> 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 A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. 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.

agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.		
Conflict of Interest Mitigation During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.	The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	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.
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. 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.	The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file. Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.

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.