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:

Service Criteria Acceptable Performance Damages applied to monthly				
octivice official	Acceptable i cirolinance	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: 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		

Sar	Service Criteria Acceptable Performance Damages applied to monthly				
Ser	VICE CITIEIIA	Acceptable Fertormanice	invoice unless otherwise		
			stated		
G	Daily Census	Submitted per RFP requirements	Damages will be the cost of		
	ly Census Report	by Contractor	one (1) juvenile per day for		
Dai	ly Celisus Report	by Contractor	each report that is late or		
			inaccurate.		
Н	Incident Reporting	Contractor reports one hundred	Damages will be the cost of		
	incluent Keporting	percent (100%) of incidents per	one (1) juvenile per day for		
		RFP requirements	each occurrence that is not		
		1/1 F Tequirements	reported per RFP requirements		
_	Timely and Accurate	All reports submitted per	Damages will be 1% of monthly		
I.					
	Reporting	requirements in RFP or as	compensation for each report received late or inaccurate		
		specified per Ad Hoc reporting by	received late of maccurate		
	Supervision	Contractor maintains adequate	Domogoo will be the delivered		
J.	Supervision	Contractor maintains adequate	Damages will be the daily cost		
		supervision as required in the RFP	of each juvenile per occurrence		
		KFF	when juvenile is not adequately		
V	Major Incidents	Contractor maintains major	Supervised		
r\.	wajor incluents	Contractor maintains major	Damages will be 1% of monthly		
		incidents at or below 3-year	compensation for every 1% in excess of baseline.		
		baseline average per RFP	excess of daseille.		
—	Minor Incidents	requirements Contractor maintains major	Damages will be 1% of monthly		
L.	WITHOUT HICHWEIRS	incidents at or below 3-year	compensation for every 1% in		
			excess of baseline.		
		baseline average per RFP requirements	excess of daseille.		
М	Rights of Juveniles-	Juveniles receive orientation and	Damages will be the cost of		
IVI.	Orientation	handbook within 48 hours			
	Orientation	Handbook within 46 flours	bed rate per day of noncompliance for each		
			juvenile		
N	Treatment- Master Plan	Contractor meets requirements in	Damages will be the cost of		
		RFP for one hundred percent	bed rate per day of		
		(100%) of juveniles	noncompliance for each		
		(10070) or javornics	iuvenile		
C	Treatment- Therapists	Contractor reports one-hundred	Damages will be the cost of		
٥.	Janiioni Thorapists	(100) percent of juveniles are	bed rate per day of		
		assigned a therapist per RFP	noncompliance for each		
		ratios	juvenile		
P.	Treatment- Frequency	Contractor reports one -hundred	Damages will be the cost of		
•		(100) percent of juveniles receive	bed rate per day of		
١.		services as prescribed in Master	noncompliance for each		
•		Treatment Plan.	juvenile		
Q.	Treatment-Evidence Based	Contractor maintains fidelity to	Damages will be the cost of		
	Model	evidence- based model as	bed rate per day of		
	-	required in RFP	noncompliance for each		
			iuvenile		
R.	Treatment- Evaluation	Contractor reports one -hundred	Damages will be the cost of		
	Coordination	(100) percent of juveniles receive	bed rate per day of		
		services as prescribed in Master	noncompliance for each		
		Treatment Plan	juvenile		
S.	Case Management	Contractor reports one -hundred	Damages will be the cost of		
		(100) percent of juveniles are	bed rate per day of		
		assigned a case manager per	noncompliance for each		
		RFP ratios	juvenile		
			,		
		1	i e e e e e e e e e e e e e e e e e e e		

Service Criteria Acceptable Performance Damages applied to monthly				
Service Criteria	Acceptable Ferrormance	Damages applied to monthly invoice unless otherwise stated		
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.	Damages will be the for each one percent (1%) below ninety percent (90%), damages will be \$5,000.		
	Ninety percent (90%) based on annual calculation of all youth who enter contractors care during State fiscal year			
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.		

Service Criteria	Acceptable Performance	Damages applied to monthly invoice unless otherwise stated
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	Damages as determined by DYS at time of transition planning.
	Contractor adherences to transition plan milestones	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.