

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.
- 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. Contractors shall provide medically and psychologically necessary services to youth referred by the Department of Human Services (DHS) who have been assessed and determined to require intensive psychiatric services (emotional, behavioral or mental disorders) and for whom outpatient and short-term treatment is deemed inappropriate by a licensed mental health professional.</p> <p>1. Contractors that are residential facilities shall provide medically and psychologically necessary residential treatment in accordance with the most updated <i>Minimum Licensing Standards for Child Welfare Agencies</i> issued by the Division of Child Care and Early Childhood Education (DCCECE), incorporated herein by reference. (See Link below).</p> <p>Minimum Licensing Standards RESIDENTIAL_2016.pdf (arkansas.gov)</p> <p>2. Contractors that are acute care hospitals shall provide medically and psychologically necessary residential treatment in accordance with the most updated Regulations and Interpretive Guidelines for Hospitals issued by the Arkansas Department of Health (ADH).</p> <p>3. All services shall be provided by qualified and appropriately licensed personnel.</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>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>B. The Contractor shall provide services solely to children who have been prior authorized by DCFS. Placement is contingent upon the client meeting the admission criteria established by DCFS and the availability of slots/beds. Only clients referred by DHS shall be accepted into agency-funded slots.</p> <p>1. One hundred percent (100%) of the referrals shall have written authorization from the Assistant Director of Placement Support and Community Outreach or designee.</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</p>

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<p>2. The Contractor shall submit a certification of services, and a list of DCFS clients currently being served to the Specialized Placement Unit (SPU) Manager of DCFS in conjunction with their monthly billing by the tenth (10th) day of the following month.</p>		<p>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>C. The Contractor shall perform a psychological and medical need assessment, acceptable to DCFS, for each client admitted within thirty (30) days.</p> <p>1. <u>Residential Facilities</u></p> <p>a. The Contractor shall perform an assessment of all DCFS clients admitted and maintain documentation of the assessment on file.</p> <p>b. The Contractor shall administer tests, acceptable to DCFS, to determine each client's specific needs.</p> <p>c. Testing may be standardized or developed by the Contractor, provided that the latter shall conform to generally accepted medical/psychiatric standards.</p> <p>2. <u>Acute Care Hospitals</u></p> <p>a. The Contractor shall provide all psychological and medical need assessments according to the Arkansas Department of Health rules and regulations.</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>3rd incident: DHS reserves the right to impose additional penalties including</p>

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		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>D. The Contractor shall develop and implement a client-specific plan of care in conformity with the Minimum Licensing Standards for Child Welfare Agencies, Section 400.</p> <p>1. <u>Residential Treatment</u></p> <p>a. The Contractor shall develop and implement a client-specific plan of care for all DCFS clients.</p> <p>b. The Contractor shall provide services in accordance with each client's specific plan of care.</p> <p>c. The Contractor shall initiate, sustain, and document involvement with the client's family. However, this is not required when the court has relieved the client's parents/guardians of any responsibility or authority for the client or the Contractor has documented unsuccessful efforts to contact the family.</p> <p>d. The client-specific plan of care shall be submitted to the DCFS placing county office within thirty (30) days of admission.</p> <p>2. <u>Acute Care Hospital</u></p> <p>a. The Contractor shall develop and implement client-specific plans of care for all referred DCFS clients according to the Arkansas Department of Health rules and regulations (see link below).</p> <p>https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/downloads/som107ap_a_hospitals.pdf</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>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>

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<p>E. The Contractor shall maintain progress reports for each client accepted for placement, and all transfers or discharges.</p> <ol style="list-style-type: none"> 1. The Contractor shall maintain written progress reports for all clients. 2. The Contractor shall submit monthly certificate of compliance with performance indicators. 	<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>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>F. The Contractor shall review and update the individualized plans of care every ninety (90) days.</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</p>

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		<p>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>G. A DCFS client shall not be discharged without DCFS written approval. The Contractor shall submit a request for discharge and provide a written discharge plan to DCFS prior to each client's discharge from the program. The written or verbal request is sent to the Program Manager, Specialized Placement Unit, P.O. Box 1437, Slot S569, Little Rock, AR 72203-1437 or faxed to (501) 682-8991</p> <ol style="list-style-type: none"> 1. Upon completion of treatment and prior to discharge from the program, the Contractor shall provide notification and a discharge plan, including aftercare referrals, to DCFS. 2. The discharge plan must include recommendations for next level of care. 3. A request for discharge shall be made to the Program Manager of the Specialized Placement Unit (SPU) or designee prior to each client's discharge from the program. 	<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>3rd incident: DHS reserves the right to impose additional</p>

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<p>4. The Contractor shall submit a request, notification, and a discharge plan to DCFS on any clients that have not completed the treatment program.</p> <p>5. If a child is a danger to himself or others and appropriate placement is available for such child, the department may waive the requirement for a planned discharge and allow an emergency discharge.</p> <p>a. Documentation shall be provided to DCFS stating the specific behavior supporting the conclusion that the child is a danger to himself or others.</p> <p>b. Contractor must report in writing all internal interventions rendered with no success.</p> <p>c. A waiver request must be made to DCFS Specialized Placement Unit and approval received in writing prior to the emergency discharge. If SPU staff is not available, the Assistant Director of Community Support is to be contacted at (501) 682-8541. After hours, on holidays or weekends, calls will not be received and should be made as soon as possible on the next working day.</p>		<p>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>H. The Contractor shall be accredited by the Joint Commission on Accreditation of Healthcare Organization (JCAHO) or the Commission on Accreditation of Rehabilitation Facilities (CARF).</p> <p>1. The Contractor, at the beginning of the contract period, shall submit a copy of the current accreditation by JCAHO or CARF to DCFS.</p> <p>2. The Contractor shall maintain a copy of the current accreditation by JCAHO or CARF on file for review by DCFS.</p> <p>3. The Contractor shall maintain a copy of the current Arkansas licenses/certifications of staff who are required by state laws, rules or regulations to be licensed. These</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>DHS reserves the right to impose 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>

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<p>licenses shall remain current throughout the contract period.</p>		
<p>I. The Contractor shall maintain contact with the assigned DCFS Family Service Worker for one hundred percent (100%) of the youth referred.</p> <ol style="list-style-type: none"> 1. The Contractor shall provide information and court testimony upon request by DCFS. 2. The Contractor shall, upon request from the DCFS Family Service Worker, furnish information and arrange visits with the youth while in the program. 3. The Contractor shall notify and give a copy of the discharge plan to the DCFS Family Service Worker fourteen (14) calendar days in advance of the client's discharge. 	<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>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>J. Contractor shall be responsible for ensuring the child's service needs, including medical needs, are met.</p> <ol style="list-style-type: none"> 1. Contractor shall, in conjunction with DCFS, seek, facilitate, cooperate, certify, and promote the use of Medicaid and/or PASSE funds for whatever services are applicable by getting a Certificate of Need (CON) 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the</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</p>

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<p>whenever a client is eligible based on the CON criteria.</p> <p>2. The Contractor shall ensure that the client's service needs, including routine medical needs, are met on a daily basis, covering immediate and preventative care (appointment and transportation).</p> <p>3. The Contractor shall ensure that any needed psychotropic medications are administered and monitored by personnel licensed by state of Arkansas to administer psychotropic medicine.</p> <p>4. The Contractor shall maintain records for one hundred percent (100%) of DCFS clients.</p> <p>a. Records for DCFS clients must document that the needed medical treatment or other care was provided and must include:</p> <ul style="list-style-type: none"> • all presenting problems; • medical symptoms; • physician identification; • diagnosis; • prognosis; • treatment protocols; • listing of all funding sources; and • proof of compliance with physician orders. <p>b. Certification of medical services must be submitted to DCFS with the monthly billing.</p> <p>5. The Contractor shall cooperate with DCFS to seek, facilitate and document that Medicaid and/or PASSE funds for any and all eligible services are sought for all DCFS clients that are Medicaid eligible.</p>	<p>contract term as determined by DHS.</p>	<p>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>K. Contractor shall be responsible for meeting the relevant education requirements for residential treatment centers or acute care hospitals relevant to Contractor's facility type.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and</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>

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<ol style="list-style-type: none"> 1. The Contractor shall initiate, supervise and document an individual education plan and shall ensure that educational services are provided in compliance with Arkansas and federal law, including Department of Education (DOE) rules and regulations. <ol style="list-style-type: none"> a. The Contractor shall maintain client educational records. b. The Contractor shall allow DCFS and the Arkansas Department of Education access to all client records pertaining to education. 2. The Contractor's educational records shall be reviewed by DCFS no less than annually. 3. Contractor shall submit monthly certification of compliance with performance indicators to the SPU Manager with their monthly invoice billing by the 10th day of the following month of service. 	<p>standards for acceptable performance throughout the contract term as determined by DHS.</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>L. Contractor shall provide a secure environment which protects the public, the staff, and residents.</p> <ol style="list-style-type: none"> 1. The Contractor shall maintain sufficient staff on duty to provide a safe and secure facility. 2. The Contractor shall provide 24-hour awake supervision (i.e., staff is not asleep during the time he/she is responsible for supervision of juveniles) of DCFS youth referred to the facility. 	<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</p>

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		<p>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>M. The Contractor shall adhere to the Department of Human Services Incident Reporting Policy no. 1090, incorporated herein by reference.</p> <ol style="list-style-type: none"> 1. In the event of a runaway, the Contractor shall strictly follow DHS Incident Reporting Policy no.1090 (Attachment G of the RFP) in one hundred percent (100%) of the cases. <ol style="list-style-type: none"> a. The Contractor shall notify law enforcement in the youth's home county or local where the youth is believed to be and the youth's parents or guardians. b. For all other incidents, the Contractor shall complete an Incident Report and fax (501-682-8991) to DCFS within twenty-four (24) hours of the incident and follow-up with hard copy. 2. Any incident involving death, life-threatening injury, runaway, or an incident which may be reported in the media, shall be immediately, within ten (10) minutes, reported to DCFS by phone during regular business hours, Monday through Friday and after hours and holidays to DCFS' identified 24-hour phone line (1-800-482-5964) with a written report submitted by fax on the same day and followed by a hard copy. 	<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>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</p>

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<p>3. The Contractor and its agents shall pursue all legal remedies, including filing criminal charges in a court of competent jurisdiction, against a client who has committed any delinquent act unless the Contractor or its agents can demonstrate that such action would be therapeutically counter indicated.</p>		<p>standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>N. Contractor shall notify the Child Abuse and Neglect Hotline and DCFS of any alleged abuse to a youth residing in the facility.</p> <ol style="list-style-type: none"> 1. The Contractor shall notify the Child Abuse and Neglect Hotline (1-800-482-5964) of one hundred percent (100%) of the cases of suspected abuse or neglect, as required by state law and DHS policy. 2. The Contractor shall notify DCFS by the next business day of all reports of suspected abuse or neglect involving youth in the custody of DHS. 3. The Contractor shall immediately, within fifteen (15) minutes, notify the Child Abuse and Neglect Hotline of all cases (100%) of suspected child abuse or neglect. 4. The Contractor shall notify DCFS of all reports (100%) of suspected cases of abuse or neglect involving youth in the custody of DHS. 	<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>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>O. Contractor shall provide for discharge of youth from the program.</p>	<p>Acceptable performance is defined as one hundred percent</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to</p>

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<p>1. The Contractor shall notify and provide a written discharge summary report of the anticipated discharge date to the DCFS Family Service Worker.</p>	<p>(100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>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>P. The Contractor shall furnish a copy of the following reports within the timeframes specified by DCFS.</p> <p>1. <u>Annual Reports</u> A report detailing an independent fiscal audit, certified by a Certified Public Accountant in accordance with generally accepted accounting principles, of the program shall be submitted to the Fiscal Audit Section of the Office of Chief Counsel, Department of Human Services, within one hundred twenty (120) days at the end of the contract period.</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</p>

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<p>2. <u>Monthly Reports</u> The Contractor shall, by the 10th working day of the month, for the preceding month, furnish to the SPU a monthly report containing the following (see sample, Attachment H of the RFP):</p> <ul style="list-style-type: none"> a. List of youth referred by the Department of Human Services currently being served on contract, date of placement, reason for contract placement, and efforts towards discharge. b. List of youth referred for placement into the services purchased by DCFS and/or Medicaid, by source of referral, noting youth accepted for placement and those not accepted with the reason why. c. Name of youth discharged from the program, including the dates of admission and discharge. d. For youth discharged from the program: <ul style="list-style-type: none"> i. Date that DCFS received notice of discharge and copy of discharge summary ii. Placement that the youth was discharged to (e.g., home, another residential treatment facility, DCFS facility) e. Other information as requested by DCFS related to clinical and programmatic issues. 		<p>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>Q. The Contractor shall submit monthly reports documenting their cooperation and due diligence exercised in qualifying DCFS clients for Medicaid including Certificates of Needs (CONs).</p> <p>1. BILLING/REIMBURSEMENT: Monthly billing will be submitted to SPU by the 10th day of the following month. A monthly summary of clients served by</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance</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</p>

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<p>each program and certification of compliance must be attached to the billing.</p> <p>2. The monthly summary must identify the client by name, social security number, and Medicaid number. The billing must clearly identify the number of units for each client served by the specific program (e.g., residential treatment). DCFS will not be responsible for billing received outside this timeframe but, will consider each case on an individual basis.</p> <p>3. Invoices must be developed online through the PROVIDER INVOICE ENTRY (PIE). Only signed original invoices will be accepted.</p> <p>4. Upon request, Contractor shall provide a copy of the PASSE denial for treatment and include date of request for services.</p>	<p>throughout the contract term as determined by DHS.</p>	<p>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>R. Contractor shall use Foster Care Board payments (Clothing and Personal Needs) received for each client exclusively for that client's needs. The amounts are stated below and in the DCFS Family Services Policy and Procedure Manual, Policy (VII-L) Financial Support to Foster Parents. Contractor shall follow the procedures stated in the Family Foster Parent Handbook, Pub-030, addressing use of the board payment (Residential Treatment Centers only).</p> <p>1. Contractor shall maintain written documentation of the date and amount of payment of the foster care board payment (clothing and personal needs) received.</p> <p>2. Contractor shall maintain written monthly documentation detailing use of the personal needs and clothing amount for each foster client.</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>

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<p>3. Contractor shall be responsible for the return to DHS/DCFS any funds received for a client discharged from the program if the funds are received after discharge.</p> <p>4. Foster Care Board Payments shall be made to the Contractor for each client as provided in the most recent DCFS Family Services Policy and Procedure Manual, Policy (VII-L) Financial Support to Foster Parents.</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>S. 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> <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>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> <ol style="list-style-type: none"> 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 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 by DHS. DHS may elect to calculate penalties/damages differently per occurrence. <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</p>

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<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>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>T. Performance Bonding The Contractor shall be required to obtain performance bonds to protect the State's interest as follows:</p> <ol style="list-style-type: none"> 1. The amount of the performance bonds shall be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. 2. The State shall require additional performance bond protection when a contract price is increased or modified. 3. The additional performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request. 4. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>Damages shall be one percent (1%) per day, calculated using the annual contract amount, for each day Vendor fails to meet the Performance Bonding Requirements specified in Service Criteria.</p> <p>In addition, Vendor's continued failure to meet Service Criteria, may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract termination.</p> <p>Failure to provide is a breach of contract and may result in immediate contract termination.</p>
<p>U. 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</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</p>

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<p>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>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>
<p>V. 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.</p> <p>Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.</p>
<p>X. 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.</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>	<p>1. For each failure to meet performance standard, DHS may impose:</p> <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

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		<p>calculated from the projected total yearly contract amount for the contract, as determined by DHS.</p> <p>DHS may elect to calculate penalties/damages 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.