

**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, contractor's agents, employees, and subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to indemnify and hold harmless 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 contract term, 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 contract term, should the State determine it is in its best interest. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the vendor's input so as to establish reasonably achievable standards.
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

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<p>Referrals Contractor shall accept all DCFS-referred clients for initial screening and subsequent treatment as contract funds and facility/program capacity allows.</p> <p>Contractor must have the approved referral from DCFS before scheduling DCFS-referred clients for service(s) unless emergency approval is given by the DCFS Central Office Substance Abuse Program Manager.</p> <p>Contractor must provide a justification of need to the DCFS Central Office Substance Abuse Program Manager prior to admitting clients referred for an intake assessment to inpatient or residential services.</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>Contractor accepts one hundred percent (100%) of referrals from the DCFS Financial Coordinator.</p> <p>A screening interview is scheduled with the DCFS-referred client within five (5) business days of receipt of the referral.</p> <p>Contractors must maintain a referral log that documents all referrals as well as the reason for any refused referrals.</p>	<p>1st Incident: An acceptable Corrective Action Plan (CAP) shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 contract termination.</p>
<p>Intake and Assessment</p> <p>DCFS-referred clients must be provided with information regarding the treatment programs available.</p> <p>If the client is determined eligible for treatment services, Contractor shall complete an assessment to determine the client's recommended treatment program.</p> <p>Contractor must develop an initial treatment plan addressing the client's immediate needs determined by the assessment.</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>Intake and assessment are performed for each client, group, and/or family referred for treatment.</p> <p>A screening interview is scheduled with the DCFS-referred client within five (5) business days of receipt of the referral.</p> <p>An assessment including the Addiction Severity Index (ASI) for adults or an equivalent assessment for adolescents must be completed within seventy-two (72) hours of acceptance.</p> <p>Contractor shall submit a written report of the assessment findings within seven (7) days after the assessment is completed to the DCFS Financial Coordinator,</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 VPR in the vendor file, and contract termination.</p>

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	<p>Supervisor, and Caseworker.</p> <p>Contractor must notify the Caseworker within three (3) hours if a DCFS-referred client misses a scheduled assessment appointment.</p> <p>After two (2) failed attempts to assess the DCFS-referred client, Contractor must submit a written notice to the DCFS Financial Coordinator and Caseworker.</p>	
<p>Treatment Plan and Treatment</p> <p>Contractor shall provide residential and/or outpatient treatment services to DCFS-referred clients according to the treatment recommendation determined by the assessments.</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>Treatment shall be provided to <u>adult and youth clients</u> within five (5) calendar days of Contractor's receipt of the treatment recommendation.</p> <p>Treatment for <u>pregnant clients</u> shall be provided within forty-eight (48) hours of Contractor's receipt of the treatment recommendation.</p> <p>Contractor shall notify the DFCS Financial Coordinator and Caseworker when a client's services are suspended for three (3) consecutive business days.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 VPR in the vendor file, and contract termination.</p>
<p>Records and Reporting</p> <p>Group and individual treatment progress notes shall be documented after each session.</p> <p>Partial day treatment progress notes shall be recorded each day.</p> <p>Residential treatment progress notes shall be documented daily.</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>Client treatment progress summary reports must be submitted by the tenth (10th) day of the month (or when requested) to the DCFS Financial Coordinator, Supervisor, and Caseworker.</p> <p>Contractor must submit the comprehensive monthly report to the DCFS Central Office Substance</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until</p>

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	<p>Abuse Program Manager by the tenth (10th) day of the following month.</p> <p>End-of-year report must be submitted to the DCFS Central Office Substance Abuse Program by June 30th for the preceding State Fiscal Year.</p> <p>DCFS must be notified of any changes to the business entity within three (3) business days.</p>	<p>Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Court</p> <p>Contractor must appear in court and provide testimony regarding the treatment progress of DCFS-referred clients when ordered by subpoena.</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: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 VPR in the vendor file, and contract termination.</p>
<p>Specialized Women's Services (SWS)</p> <p>Contractor shall provide SWS to pregnant adult women and adult women with small children.</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>SWS shall be provided in accordance with Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance,</p>

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		maintaining a below standard VPR in the vendor file, and contract termination.
<p>Regional Alcohol and Drug Detoxification Observation Detox</p> <p>Contractor shall provide services to enable the alcohol or drug dependent client to undergo withdrawal from the substances in a safe environment.</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>Contractor must have access to RADD observation detox for clients in each selected county.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 VPR in the vendor file, and contract termination.</p>
<p>Medication Management</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>Contractor must maintain, administer, and dispense medication in compliance with all appropriate state and federal pharmacy laws.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 VPR in the vendor file, and contract termination.</p>
<p>Discharge/Aftercare Planning</p> <p>Clients who complete residential and/or outpatient treatment</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p>

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<p>programs shall be referred to appropriate aftercare resources following program completion.</p>	<p>performance throughout the contract term as determined by DHS.</p> <p>Aftercare plan is provided to the client and their Caseworker one (1) week prior to discharge.</p>	<p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 VPR in the vendor file, and contract termination.</p>
<p>Criminal Background checks Contractor will perform criminal background checks on all proposed staff members and future applicants for employment under this contract.</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>No employee shall be staffed on this project if they have committed an offense that would preclude State employment under Ark. Code Ann. §§ 21-15-102 or 21- 15-111, whose name appears on the registry as an offender of a true report of child maltreatment, and/or has committed an offense prohibited by Ark. Code Ann. § 9-28-409.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 VPR in the vendor file, and contract termination.</p>
<p>Privacy and Security Contractor shall comply with all DHS policies governing the privacy and security of all personally identifiable information (PII) and/or other confidential information received or accessed on behalf of DHS.</p> <p>Contractor shall use protected health information and/or other confidential information only in a manner necessary to provide the</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>Contractor must comply with the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and 42 CFR Part 2 Confidentiality of</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p>

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<p>services required.</p> <p>Contractor shall safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.</p>	<p>Substance Use Disorder Patient Records requirements.</p> <p>Contractor shall implement and maintain reasonable security procedures and practices regarding all protected health information and/or other confidential information as required by Ark. Code Ann. § 4-110-104, The Personal Information Protection Act.</p> <p>Any breaches of privacy or security must be disclosed by contacting the DHS Information Technology Security Office within one (1) business day of the breach at DHS.IT.Security.Team@dhs.arkansas.gov.</p>	<p>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 VPR in the vendor file, and contract termination.</p>
<p>Payment and Invoicing</p> <p>Contractor shall only bill for actual services rendered. Invoicing for services rendered without proper authorization are subject to denial by DCFS.</p> <p>Contractor shall bill for residential drug treatment services ONLY if the DCFS client is in their facility at midnight.</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>Billing invoices must be developed through the Provider Invoice Entry (PIE) Application and submitted to the DCFS Central Office Substance Abuse Program Manager by the tenth (10th) day of the month. If the tenth (10th) day falls on a weekend, the invoice must be submitted no later than the following Monday.</p> <p>A complete billing invoice must contain the demographic form, monthly reports, and signed certification of compliance.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.</p> <p>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 VPR in the vendor file, and contract termination.</p>
<p>Mandated Reporting</p> <p>Pursuant to Ark. Code Ann. §§ 12-18-402 (b)(10) and 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)</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

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<p>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> <ul style="list-style-type: none"> a. A child has been subjected to child maltreatment; b. A child died as a result of child maltreatment; c. A child died suddenly and unexpectedly; or d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. <p style="text-align: center;">or</p> <ul style="list-style-type: none"> 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>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 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and</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 by DHS. DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>DHS reserves the right to impose additional penalties including without limitation, requiring a CAP, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>

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all Subcontractors and Subcontractor's employees and agents are mandated reporters.		
Conflict of Interest Mitigation Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. Vendor shall disclose all actual, apparent, or potential conflicts of interest to the DHS within five (5) days of having knowledge of them. 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.	Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the contract term.	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. Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan 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, 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.	Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the contract term.	If Vendor fails to meet the acceptable performance standard, DHS may issue a below standard VPR to be maintained in the vendor file. Final payment may be withheld until all elements of the transition are satisfied as determined by DHS.
Arkansas Freedom of Information Act (FOIA) (Ark. Code Ann. § 25-19-101 et seq.): Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil a FOIA request.	Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time. 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	For each failure to meet the performance standard, DHS may impose: A ten percent (10%) penalty, assessed in the following months' payment for each failure to provide the requested information. The penalty will be calculated from the

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<p>Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</p> <p>Contractor is subject to FOIA law pursuant to Ark. Code Ann. § 25-19-103(7)(A).</p> <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>determination as to the sufficiency of Contractor's response and provision of documents.</p>	<p>total payment for the month in which the deficiency took place; or</p> <p>A one percent (1%) penalty, assessed in the next payment for each failure to provide the requested information. The penalty will be calculated from the projected total yearly contract amount, as determined by DHS.</p> <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>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>DHS reserves the right to impose additional penalties including without limitation, requiring a CAP, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard 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, Vendor will have the opportunity to defend, respond to, or cure the insufficiency to the State's satisfaction. The State **may** waive damages if it determines there were extenuating factors beyond Vendor's control that hindered the performance of services of it is in the State's best interest. 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 agency's direction 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.