



**STATE OF ARKANSAS**  
**OFFICE OF PROCUREMENT**  
**ARKANSAS DEPARTMENT OF HUMAN SERVICES**  
700 Main Street  
Little Rock, Arkansas 72203

***RESPONSE PACKET***  
***710-19-1027***

**CAUTION TO VENDOR**

Vendor's failure to submit required items and/or information as specified in the *Bid Solicitation Document* **shall** result in disqualification.

## SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:	Dana's House, Inc.				
Address:	P.O. Box 138, 108 South Jefferson				
City:	DeWitt	State:	AR	Zip Code:	72042
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit				
Minority and Women-Owned Designation*:	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Women-Owned				
AR Certification #:		* See <i>Minority and Women-Owned Business Policy</i>			

PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:	Jon Hornbeck	Title:	Treasurer of Board
Phone:	870-946-8303	Alternate Phone:	870-509-1675
Email:	jchornbeck@danashouse.org		

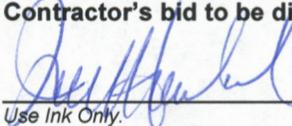
CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input checked="" type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.
<i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>

ILLEGAL IMMIGRANT CONFIRMATION
By signing and submitting a response to this <i>Bid Solicitation</i> , a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

ISRAEL BOYCOTT RESTRICTION CONFIRMATION
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.
<input checked="" type="checkbox"/> Prospective Contractor does not and will not boycott Israel.

**An official authorized to bind the Prospective Contractor to a resultant contract must sign below.**

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be disqualified:

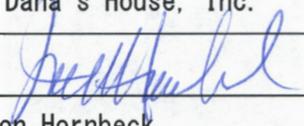
Authorized Signature:  Title: Treasurer of Board  
Use Ink Only.

Printed/Typed Name: Jon Hornbeck Date: 04/05/19

**SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE**

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

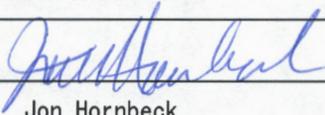
By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

<b>Vendor Name:</b>	Dana's House, Inc.	<b>Date:</b>	04/05/19
<b>Authorized Signature:</b>		<b>Title:</b>	Treasurer of Board
<b>Print/Type Name:</b>	Jon Hornbeck		

## SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
  
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

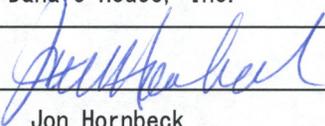
By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

<b>Vendor Name:</b>	Dana's House Inc.	<b>Date:</b>	04/05/19
<b>Authorized Signature:</b>		<b>Title:</b>	Treasurer of Board
<b>Print/Type Name:</b>	Jon Hornbeck		

**SECTION 3,4,5 - VENDOR AGREEMENT AND COMPLIANCE**

- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

<b>Vendor Name:</b>	Dana's House, Inc.	<b>Date:</b>	04/05/19
<b>Authorized Signature:</b>		<b>Title:</b>	Treasurer of Board
<b>Print/Type Name:</b>	Jon Hornbeck		



Attachment G. has the Minimum Qualification Checklist that your RESPONSE will be checked against. You must submit all information requested so that information can be verified. Failure to submit the requested information may cause your response to be disqualified. **Do not complete and return this form with your response.** It is for information only.

## **INFORMATION FOR EVALUATION**

- *Provide a response to each item/question in this section. Vendor may expand the space under each item/question to provide a complete response.*
- **Do not** include additional information if not pertinent to the itemized request.

State of Arkansas  
DEPARTMENT OF HUMAN SERVICES  
OFFICE OF PROCUREMENT  
700 South Main Street  
P.O. Box 1437 / Slot W345  
Little Rock, AR 72203

**ADDENDUM 1**

**DATE:** March 12, 2019  
**SUBJECT:** 710-19-1027 Therapeutic Foster Care

The following change(s) to the above referenced Competitive Bid for DHS has been made as designated below:

\_\_\_\_\_ **Change of specification(s)**  
\_\_\_\_\_ Additional specification(s)  
 **Change of bid submission/opening date and time**  
\_\_\_\_\_ Cancellation of bid  
\_\_\_\_\_ Other

**BID OPENING DATE AND TIME**

Bid opening date and time has changed to **April 8, 2019**, 2:00 PM

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Revise Section 1.29 Schedule of Events:

Date and time for Opening Bids, April 8, 2019, 2:00 PM CST

The specifications by virtue of this addendum become a permanent addition to the above referenced Invitation for Bid.

FAILURE TO RETURN THIS SIGNED ADDENDUM MAY RESULT IN REJECTION OF YOUR BID.

If you have questions, please contact the buyer [Marqurite.al-ugdah@dhs.arkansas.gov](mailto:Marqurite.al-ugdah@dhs.arkansas.gov) or 501-682-8743.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

Dana's House, Inc.  
\_\_\_\_\_  
Company

State of Arkansas  
DEPARTMENT OF HUMAN SERVICES  
OFFICE OF PROCUREMENT  
700 South Main Street  
P.O. Box 1437 / Slot W345  
Little Rock, AR 72203

**ADDENDUM 2**

**DATE:** March 19, 2019  
**SUBJECT:** 710-19-1027 Therapeutic Foster Care

The following change(s) to the above referenced Competitive Bid for DHS has been made as designated below:

- Change of specification(s)**
- Additional specification(s)
- Change of bid submission/opening date and time**
- Cancellation of bid
- Other

**BID OPENING DATE AND TIME**

Bid opening date and time

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**CHANGES TO REQUIREMENTS**

**Section 2.2B**

**Delete:** For verification of the requirements specified above (A & B), Vendor **must** submit Vendor's Therapeutic Foster Care Placement Child Welfare Agency license obtained from the Arkansas Department of Human Services (DHS), Division of Child Care and Early Childhood Education (DCCECE).

**Add:** For verification of requirements specified above (A & B), Vendor **must** submit one of the following:

1) Vendor's Therapeutic Foster Care Placement Child Welfare Agency License obtained from the Arkansas Department of Human Services (DHS), Division of Child Care and Early Childhood Education (DCCECE), or

2) A copy of the application for licensure.

Vendor's license **must** be approved by the DCCECE board by June 1, 2019 in order to be awarded a contract.

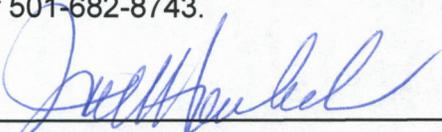
**REVISED ATTACHMENT**

Revised Attachment G

The specifications by virtue of this addendum become a permanent addition to the above referenced Invitation for Bid.

FAILURE TO RETURN THIS SIGNED ADDENDUM MAY RESULT IN REJECTION OF YOUR BID.

If you have questions, please contact the buyer [Margurite.al-uqdah@dhs.arkansas.gov](mailto:Margurite.al-uqdah@dhs.arkansas.gov) or 501-682-8743.

  
\_\_\_\_\_  
Vendor Signature

04/05/19  
\_\_\_\_\_  
Date

Dana's House, Inc.  
\_\_\_\_\_  
Company

State of Arkansas  
DEPARTMENT OF HUMAN SERVICES  
OFFICE OF PROCUREMENT  
700 South Main Street  
P.O. Box 1437 / Slot W345  
Little Rock, AR 72203

**ADDENDUM 3**

**DATE:** March 26, 2019  
**SUBJECT:** 710-19-1027 Therapeutic Foster Care

The following change(s) to the above referenced Competitive Bid for DHS has been made as designated below:

- Change of specification(s)**  
 Additional specification(s)  
 **Change of bid submission/opening date and time**  
 Cancellation of bid  
 Other

**BID OPENING DATE AND TIME**

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**CHANGE SPECIFICATIONS**

**Attachment C: Performance-Based Contracting**

**B. Delivery of Services**

**5.g: Delete:** "A physician and other personnel involved in the client's case will review each plan of care at least every ninety (90) days. The plan of care must be revised to reflect results of the review conducted as required herein."

**Add:** "Contractor shall review the plan at least semi-annually and shall update the plan to reflect the child's progress."

**Insert: #9**

**Service Criteria:**

Contractor shall maintain records of the TFC internal client specific treatment plan of care. This plan may be very similar to or mirror the youth's PCSP.

Documentation shall at a minimum reflect the following:

A. Treatment plan developed in accordance with recommendations made by a physician or other licensed professionals involved in the care of that client

B. Any revisions of the Treatment plan

**Acceptable Performance:**

Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.

**Damages:**

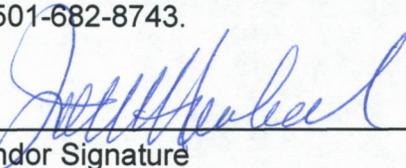
1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.

2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place.

The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.

3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.

If you have questions, please contact the buyer [Margurite.al-uqdah@dhs.arkansas.gov](mailto:Margurite.al-uqdah@dhs.arkansas.gov) or 501-682-8743.

  
\_\_\_\_\_  
Vendor Signature

04/05/19  
\_\_\_\_\_  
Date

Dana's House, Inc.  
\_\_\_\_\_  
Company

## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: SUBCONTRACTOR NAME:  
 Yes  No

TAXPAYER ID NAME: Dana's House, Inc      IS THIS FOR:  
 Goods?       Services?  Both?

YOUR LAST NAME: Hornbeck      FIRST NAME: Jon      M.I.: C

ADDRESS: P.O. Box 138

CITY: DeWitt      STATE: AR      ZIP CODE: 72042      COUNTRY: US

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### FOR INDIVIDUALS \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

### FOR AN ENTITY (BUSINESS) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies



**APPROVED BY:** Jon Hornbeck, Executive Director

**EFFECTIVE DATE:** January 1, 2015

**LAST REVISION:** January 1, 2015

**Purpose:**

To state the commitment of the system to Equal Employment Opportunity.

**Policy:**

1. Dana's House, Inc. is an equal opportunity employer. No person is unlawfully excluded from consideration for employment because of race, color, religious creed, national origin, ancestry, sex, age, veteran status, marital status or physical challenges.
2. The policy applies not only to recruitment and hiring practices, but also includes affirmative action in the area of placement, promotion, transfer, rate of pay and termination.
3. Executive, management and supervisory levels have the responsibility to further the implementation of this policy and ensure conformance by subordinates.
4. Any Dana's House, Inc. employee who engages in discrimination will be subject to suspension or termination.
5. Any supervisory or managerial employee who knows of such behavior and fails to take immediate and appropriate corrective action will also be subject to disciplinary action.
6. Any individual who is the target of discrimination is encouraged to discuss the matter with the Department Director.
7. Any individual who feels such a discussion would be or has been futile, unsatisfactory or counterproductive should contact the Administrator.
8. The Administrator will be designated to investigate the claim.
9. The accused individual may be suspended pending the outcome of the investigation.
10. Retaliation against claimants will not be tolerated.

**Dana's House, Inc. is proud to be an equal opportunity employer. We are committed to providing equal employment opportunities to you and all other persons without regard to race, creed, color, religion, national origin, sex, marital status, citizenship status, age, veteran status or disability.**

**Furthermore, we will not tolerate any form of discrimination or harassment of our employees by co-workers, supervisors, customers, or vendors. This commitment extends to our policies on recruiting, advertising, hiring, placement, promotion, training, transfer, wages, benefits, termination and all other privileges, terms and conditions of employment.**

## ATTACHMENT C

### STATE OF ARKANSAS PROFESSIONAL CONSULTANT SERVICES CONTRACT

<b>CONTRACT #</b>		<b>FEDERAL I.D. #</b>	
<b>VENDOR #</b>		<b>MINORITY VENDOR</b>	YES      NO

**1. PROCUREMENT:**

Check ONE appropriate box below for the method of procurement for this contract:

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> ABA Criteria   | <input type="checkbox"/> Request for Proposal           | <input type="checkbox"/> Competitive Bid    | <input type="checkbox"/> Request for Qualifications |
| <input type="checkbox"/> Intergovernmental  | <input type="checkbox"/> Emergency                      | <input type="checkbox"/> Invitation for Bid | <input type="checkbox"/> Cooperative Contract       |
| <input type="checkbox"/> Sole Source by Justification <i>(Justification must be attached)</i> | <input type="checkbox"/> Sole Source by Intent to Award |   |   |
| <input type="checkbox"/> Sole Source by Law - Act # _____                                     | or Statute #: _____                                     |   |   |
| <input type="checkbox"/> Exempt By Law  |   |   |   |

**2. TERM DATES:**

The term of this agreement shall begin on July 11, 2019 and shall end on July 1, 2020.  
(mm/dd/yyyy) (mm/dd/yyyy)

**3. CONTRACTING PARTIES:**

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Vendor.

<b>AGENCY NUMBER &amp; NAME</b>	0710-DHS _____	Service Bureau
<b>VENDOR NAME</b>	Dana's House, Inc.	
<b>VENDOR ADDRESS</b>	P.O. Box 138, 108 Jefferson DeWitt, AR 72042	
<b>TRACKING # 1</b>	<b>TRACKING # 2</b>	

**4A. PROJECTED TOTAL CONTRACT COST:**

Projected total cost of entire project if all available extensions of this contract are completed (up to the date anticipated and stated in Section 13)

**4B. CALCULATIONS OF COMPENSATION**

For work to be accomplished under this agreement, the Vendor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL
Clinical Director	1		\$ 0.00
Case Manager	2		\$ 0.00
			\$ 0.00

Total compensation exclusive of expense reimbursement \$ 0.00

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL
		\$ 0.00
		\$ 0.00
		\$ 0.00

Total reimbursable expenses \$0.00

Total compensation inclusive of expense reimbursement \$0.00

**5. SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract. You may use an attachment if needed.

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Federal Funds					
State Funds**					
Cash Funds					
Trust Funds					
Other Funds					
<b>TOTALS</b>				\$0.00	0.0

\* **MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

\*\* "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

**6. RENDERING OF COMPENSATION:**

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. \_\_\_ to this agreement.

Payment shall be made after services are rendered and an invoice received.

**7. OBJECTIVES AND SCOPE:**

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

Dana's House, hc. will ork in conjunction with DCB to achieve the goals as set forth by the agency. h addition, Dana's House, hc. has the skilled and experienced team to provide all services as set forth in the TE provider mandate.

**8. PERFORMANCE STANDARDS:**

List Performance standards for the term of the contract. (If necessary, use attachments)

See Attachment

**9. ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

**10. CERTIFICATION OF VENDOR**

A. "I, Danas House hc. \_\_\_\_\_ (Vendor) \_\_\_\_\_ (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the Vendor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies) (If no contracts or subcontracts, please put "N/A" or "None")

None

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency? (If no controversies, please put "N/A" or "None")

None

D. The Vendor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Vendor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Vendor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP
None	

E. The agency shall exercise no managerial responsibilities over the Vendor or his employees. In carrying out This contract, it is expressly agreed that there is no employment relationship between the contracting parties.

**11. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:**

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

**12. CANCELLATION CLAUSES**

**A. NON-APPROPRIATION CLAUSE PURSUANT TO §19-11-1012(11):**

"In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Vendor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes."

"This provision shall not be construed to abridge any other right of termination the agency may have."

**B. CONVENIENCE CLAUSE:**

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.

**13. TERMS**

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until \_\_\_\_\_ (mm/dd/yyyy), in accordance with the terms stated in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Contracts will require review by Legislative Council or Joint Budget Committee prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date if the total initial contract amount or the total projected amount is greater than or equal to \$50,000, including any amendments or possible extensions.

Any amendment which increases the dollar amount or involves major changes in the objectives and scope of the contract will require review by Legislative Council or Joint Budget Committee.

**14. AUTHORITY**

A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.

B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

15. **AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:**

**Contact #1 – Agency Representative submitting/tracking this contract**

<hr/>	
(Name)	(Title)
<hr/>	
(Telephone #)	(Email)

**Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)**

<hr/>	
(Name)	(Title)
<hr/>	
(Telephone #)	(Email)

**Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)**

<hr/>	
(Name)	(Title)
<hr/>	
(Telephone #)	(Email)

16. **AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.**

17. **SIGNATURES:**

 4-8-19  
**VENDOR** **DATE**

---

  
**AGENCY DIRECTOR** **DATE**

  
**TITLE**

**TITLE**  
 Arkansas Department of Human Services

---

  
**ADDRESS**

PO Box 1437 Slot  
 Little Rock, AR 72203-1437  


---

  
**ADDRESS**

**APPROVED:**

<hr/> <b>DEPARTMENT OF FINANCE AND ADMINISTRATION</b>	<hr/> <b>DATE</b>
---	-------------------

**11. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:**

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

**12. CANCELLATION CLAUSES****A. NON-APPROPRIATION CLAUSE PURSUANT TO §19-11-1012(11):**

"In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Vendor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes."

"This provision shall not be construed to abridge any other right of termination the agency may have."

**B. CONVENIENCE CLAUSE:**

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.

**13. TERMS**

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until \_\_\_\_\_ (mm/dd/yyyy), in accordance with the terms stated in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Contracts will require review by Legislative Council or Joint Budget Committee prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date if the total initial contract amount or the total projected amount is greater than or equal to \$50,000, including any amendments or possible extensions.

Any amendment which increases the dollar amount or involves major changes in the objectives and scope of the contract will require review by Legislative Council or Joint Budget Committee.

**14. AUTHORITY**

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

**ARKANSAS DEPARTMENT OF HUMAN SERVICES  
PERFORMANCE-BASED CONTRACTING**

Pursuant to Arkansas Code Annotated 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, 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:

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p><b>A. Administrative Structure</b> Vendor must provide the following capabilities:</p> <ol style="list-style-type: none"> <li>1. <u>Administrative Structure</u>. Primary responsibilities of the Therapeutic Foster Care (TFC) program staff shall include treatment planning, leadership of the treatment team, case management, clinical and administrative supervision, twenty-four (24) hour crisis intervention, and discharge planning. The TFC program shall employ a Clinical Director who shall be clearly responsible for implementation of treatment planning and service delivery. The Clinical Director shall hold a master's degree in a human services field, shall have two (2) years' experience in placement or treatment, and shall be currently licensed in Arkansas as a mental health professional (as recognized by Arkansas Medicaid). The TFC program shall employ at least one (1) caseworker who shall coordinate the implementation of the treatment plan. The caseworker shall hold a bachelor's degree in a human service field, or</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria at all times throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS Specialized Services Unit (SSU).</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>shall be a mental health paraprofessional, and shall be supervised by the Clinical Director:</p> <ol style="list-style-type: none"> <li>a. <u>Leadership Team</u>. Vendor must be governed by a Board and/or stakeholders and must involve all parties to promote the goal of TFC services in securing permanency outcomes for children and adolescents that involve birth parents, siblings, extended family and fictive kin (if appropriate) to ensure a clear vision and understanding of the permanency goals and best outcomes for the child and family.</li> <li>b. <u>Quality Assurance Structure and Process</u>. Vendor must have a quality improvement process in place. At a minimum, Vendor must identify the personnel responsible for implementing quality improvement processes and their position in the organization via organizational chart, and the processes and corresponding structures in place for maintaining high quality services and monitoring outcomes.</li> <li>c. <u>Electronic Record Keeping</u>. Vendor must provide data to the Division of Children and Family Services (DCFS) in accordance with existing DCFS/DHS policy and procedures. In addition, Vendor must document the care provided to children and their families.</li> <li>d. <u>Human Resources</u>. Vendors must maintain a human resources capacity.</li> </ol> <p>2. <u>Financial Management (i.e., clean audit)</u>. Vendor must submit an annual report detailing an independent fiscal audit, program specific for TFC, or a single audit report with a supplemental schedule listing TFC revenue and expenditures and the year-end total of TFC days provided to clients, certified by a Certified Public Accountant in accordance with generally accepted accounting principles, of the program. The fiscal audit report shall contain detailed revenue and expenditures for TFC. The schedule shall only reflect</p>		<p>Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>revenue and expenditures reimbursable under Title IV-E. The report must be submitted directly to the DHS Office of Quality Assurance within one hundred twenty (120) days after the end of each contract year. For-profit entities will not be required to file audit reports.</p>		
<p><b>B. Delivery of Services</b>  Vendor shall provide TFC services in compliance with the Minimum Licensing Standards for Child Welfare Agencies: Placement Child Welfare Agency, incorporated herein by reference. Services shall be provided in therapeutic foster family homes for children who are identified to need an individualized, intensive therapeutic service approach that cannot be remedied in a routine foster parenting situation but for whom higher levels of care are not appropriate.</p> <p>TFC placements shall be based on levels of care. Levels of care are as follows:</p> <ol style="list-style-type: none"> <li>1. Level 1: Non-Severe Emotional Disturbance client(s) that are a sibling to a TFC client and/or a step-down client.</li> <li>2. Level 2: Client approved for TFC.</li> <li>3. Level 3: Sexually Reactive Program client(s).</li> </ol> <p>Only children and youth referred by or in the custody of DHS shall be accepted into a DCFS funded slot. Placement is contingent upon the client meeting the admission criteria stated in the program description submitted by the Vendor.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <ol style="list-style-type: none"> <li>1. Only clients referred by or in the custody of DHS shall be accepted into DCFS funded slots.</li> <li>2. One hundred percent (100%) of DCFS referrals shall be accepted for placement.</li> </ol> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p>1. The Specialized Services Unit (SSU) Manager (phone 501-320-6593), must be notified by fax at 501-682-8991 or via email of all admissions to and discharges from the program within twenty-four (24) hours of admission or discharge. Without this written notification DCFS assumes no liability for payment for services rendered.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>In addition to the below remedies, DCFS may elect to disallow payment for services rendered before and after the required notification is actually delivered.</p> <p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>
<p>2. Only one client shall be placed in a TFC foster home without written approval from the Manager of SSU or the DCFS Assistant Director for Placement Support and Community Outreach. Exceptions can be made in the following instances:</p> <ul style="list-style-type: none"> <li>a. If an emergency placement is required, a verbal request can be made but must be followed with a written request within twenty-four (24) hours.</li> <li>b. Respite care. Contractor must follow guidelines established by the Contractor's program description approved by the manager of SSU.</li> <li>c. Sibling visitation.</li> <li>d. Sibling group placement must have SSU Manager's prior written approval.</li> </ul>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by the DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for</p>

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<p>Non-TFC siblings are considered a Level 1. DCFS encourages TFC providers to accept and place siblings in the same home when appropriate.</p> <p>e. Temporary placement in another therapeutic foster home due to the illness, death of a family member or other emergency situations of the primary therapeutic foster care caretaker. SSU Manager must be notified of placement and the length of anticipated stay within twenty-four (24) hours of the placement.</p>		<p>any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>
<p>3. If a client is moved from one therapeutic foster home to another home within the program, written notification stating the reason for the move must be provided to the DCFS county office assigned to the client within twenty-four (24) hours of the move.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor shall document efforts made to notify the assigned DCFS county office of the move.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p>4. The TFC program must provide trauma informed mental health services for clients placed in their program as well as provide twenty-four (24)-hour, seven (7) days a week mobile crisis intervention in the home and community setting. Accordingly, the provider must work with other community-based providers to access necessary clinical services.</p> <p>Furthermore, the TFC program shall work in conjunction with the Provider-Led Arkansas Shared Savings Entity (PASSE) Care Coordinator to ensure services are put in place based on the needs of the child. These services shall be based on the child's PCSP, which will be developed by the assigned PASSE care coordinator. The TFC case manager shall ensure delivery of services as needed based on the PCSP. The array of services must address the needs of the child(ren) to ensure that they maintain stability while placed in the community.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by the DHS.</p> <p>Documentation of the Person-Centered Service Plan (PCSP) must be maintained in the child's file and a copy submitted to the assigned DCFS office.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p>5. Vendor shall develop and maintain a PCSP of care in conjunction with the PASSE Care Coordinator. The plan must be designed to address the client's emotional, behavioral, and psychological problems. The plan of care must include:</p> <ul style="list-style-type: none"> <li>a. Diagnoses, behavior and complications indicating the need for admission.</li> <li>b. Plan for continuing care.</li> <li>c. Plan for biological family preservation/reunification.</li> <li>d. Plan for group or individual therapy.</li> <li>e. Any orders for: <ul style="list-style-type: none"> <li>1. Medications.</li> <li>2. Treatments.</li> <li>3. Activities.</li> <li>4. Social Services.</li> <li>5. Diet.</li> <li>6. Education.</li> </ul> </li> <li>f. Plan for discharge, as appropriate.</li> <li>g. Revisions as follows: The plan of care shall be completed within thirty (30) days of a client's admission and a copy shall be submitted to the placing county DCFS office. A physician and other personnel involved in the client's case will review each plan of care at least every ninety (90) days. The plan of care must be revised to reflect results of the review conducted as required herein.</li> </ul>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, may be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p>6. For each client in the program, the Vendor shall involve the client's family in treatment planning and will maintain contact with the client's parents, relatives and/or fictive kin to discuss the client's progress, continuing needs, and any problem areas, when appropriate. A DCFS Family Service Worker in conjunction with the TFC program shall develop a visitation schedule with the client's family. Visitation shall take place unless such visitation is contrary to court order, parental rights have been terminated or potential visitation has been ordered stopped or visitation is temporarily halted or terminated for therapeutic reasons.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>
<p>7. Contractor shall maintain records of the Person-Centered Service Plan (PCSP). Documentation shall at a minimum reflect the following:</p> <ul style="list-style-type: none"> <li>a. Treatment plan developed in accordance with recommendations made by licensed professionals and the family and permanency team involved in the care of a client.</li> <li>b. Any revisions of the plan.</li> </ul>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Standards for Acceptable Performance at all times throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited</p>

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		to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.
<p>8. Vendor shall submit monthly progress reports to the placing DCFS County Office by the tenth (10<sup>th</sup>) working day of the following month. This report shall contain the following:</p> <ul style="list-style-type: none"> <li>a. Progress toward goals stated in the treatment plan including permanency.</li> <li>b. Medical visits.</li> <li>c. Educational issues.</li> <li>d. Contact with family.</li> <li>e. Any court involvement.</li> <li>f. Summary of incident reports.</li> </ul>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by the Arkansas Department of Human Services (DHS).</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p><b>C. Delivery of Treatment in a Safe and Secure Environment</b></p> <p>1. Vendor shall maintain on site copies of all required licenses and certifications and shall notify DCFS immediately upon any changes in licensure, certification status, and any reports produced by DCCECE or the Child Welfare Agency Review Board in relation to vendor. Vendor must meet DCFS TFC Program Standards and Minimum Licensing Standards for Child Welfare Agencies: Placement Child Welfare Agency.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>
<p>2. Vendor shall participate in the Arkansas State Vehicle Safety Program (ASVSP) incorporated herein by reference in maintaining and monitoring the driving records of all staff that transport foster care clients. (The SSU will provide the Program policy and forms). The policy states how the records will be monitored and what actions may be taken when the employee record accrues an excess of traffic violation points.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor shall submit to SSU forms CFS-593, Form VSP-1 and Form VSP-2 for all current employees and TFC foster parents who transport foster care clients and for all future employees.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited</p>

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		to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.
<p>3. Vendor shall immediately notify the Child Abuse and Neglect Hotline of all cases of suspected abuse or neglect, as required by state law and DHS policy. Vendor shall notify DCFS by phone or fax, on the next business day, of all reports of suspected abuse or neglect involving clients referred by or in the custody of DHS.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <ol style="list-style-type: none"> <li>1. Vendor shall immediately notify the Child Abuse and Neglect Hotline of all cases of suspected child abuse or neglect.</li> <li>2. Vendor shall notify the local DCFS office within twenty-four (24) hours of all reports of suspected cases of abuse or neglect involving clients referred by or in the custody of DHS/DCFS.</li> <li>3. Vendor shall maintain records of any Child Abuse and Neglect reports, and allow the Child Welfare Licensing Specialist or SSU access to such records upon request.</li> </ol>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p>4. Vendor must allow the DCFS Family Service Worker to visit in the therapeutic foster home at any time. Each visit shall include a private conversation with the client outside the presence of the foster parent and the TFC program staff. The DCFS staff has the right to make unannounced visits in the TFC home.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>
<p>5. During the first twelve (12) weeks of foster care placement, Vendor shall visit the client in the foster home no less than once a week. Each visit shall include a private conversation with the client outside the presence of the foster parent.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited</p>

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		to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.
<p>6. Vendor shall maintain a foster home file for each foster parent participating in the program. The file will contain written documentation that the foster home is current in its foster home re-evaluation, including up to date Central Registry and criminal background checks, including local criminal background checks and Department of Motor Vehicle (DMV) checks; and will include Foster Parent training records. Contractor shall submit a monthly report to the SSU listing the names of the therapeutic foster homes re-evaluated each month and whether the home continues to meet licensing standards and the required information is current. Upon request, the Contractor shall immediately produce and make copies of all documents available to DCFS.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p>7. Vendor 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 contraindicated.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>In the event of a runaway, the Vendor shall strictly follow DHS Incident Reporting Policy No.1090 in one hundred percent (100%) of the cases.</p> <p>The provider shall notify:</p> <ol style="list-style-type: none"> <li>1. Law enforcement.</li> <li>2. DCFS county office in the youth's home county.</li> <li>3. DCFS county office where the youth is believed to be.</li> <li>4. The youth's parents or guardians.</li> </ol> <p>For all other incidents, the Vendor shall complete an Incident Report and fax to DCFS at 501- 682-8991 and the youth's primary county office within twenty- four (24) hours of the incident and follow-up with a hard copy.</p> <p>Any incident involving death, life-threatening injury, runaway, or incident which may be reported in the media, shall be immediately, within ten (10) minutes, reported to DCFS by phone (501-320-6593) during regular work hours, Monday through Friday and after hours and holidays to the DCFS 24-hour phone line (1-800-482-5964) with a written report submitted by fax on the same day.</p> <p>Vendor shall make Vendor files available to DCFS for review for incident reporting in compliance with DHS Policy No.1090, and amendments thereto twice a year.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p><b>D. Providing Health Needs</b> Vendor shall be responsible for providing for the child's health needs, both mental and physical.</p> <p>1. Vendor shall provide for the child's medical needs, including scheduling of doctor, dentist, or eye appointments and necessary transportation to and from the appointment. Vendor shall maintain records, which reflect that needed medical treatment was delivered. The records shall, at a minimum, reflect presenting symptoms, the name and address of physician or other health care professional to whom client was referred, their diagnosis, prognosis, and treatment plan, as well as a record of compliance with physician orders. DCFS will be responsible for transportation to appointments more than fifty (50) miles from the TFC home and appointments that were scheduled before the child was placed in the facility.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor shall document all medical, dental, eye, and mental health appointments, physician referrals, and provide transportation (within the local area) to and from necessary appointments and referrals.</p> <p>Vendor shall submit certification of compliance with performance indicators monthly, submitted with billing. Compliance will also be verified during licensing review and site visits.</p> <p>Vendor shall submit to Program audits by DCFS as required by DCFS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>
<p>2. Vendor shall provide for the mental health needs of the child, including scheduling of and providing transportation to the appointments occurring outside of the local area. The Vendor shall have a licensed mental health professional either on staff or have access to a licensed mental health professional in the community to meet the ongoing and crisis mental health needs of the child. All staff shall be trained in trauma and demonstrate expertise in managing children in crisis.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor shall document all medical, dental, eye, and mental health appointments, physician referrals, and provide transportation (within the local area) to necessary appointments and referrals.</p> <p>Vendor shall submit certification of compliance with performance indicators monthly, submitted with billing. Compliance will also be verified during licensing review and site visits.</p> <p>Vendor shall submit to Program audits by DCFS as required by DCFS.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, may 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' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited</p>

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	<p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>
<p>3. Vendor shall adhere to DCFS Family Service Policy and Procedure Manual, Procedure VI-C4, incorporated herein by reference in maintaining the Medical Passport (medical and psychological history) for each DCFS foster child in placement.</p> <p><b>Note:</b> It is the responsibility of the DCFS worker assigned to the child to originate the Medical Passport and provide to the Contractor at time of placement. Contractor shall document receipt of passport. If not readily available, Contractor must have documentation within ten (10) days that it has been received or requested from caseworker.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor shall have Medical Passports for all DCFS foster children in placement and shall maintain according to DCFS policy.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, may 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' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p><b>E. Educational Needs</b></p> <p>Vendor shall ensure the child's educational needs are met in compliance with state law and regulation and Department of Education guidelines.</p> <p>Vendor shall maintain records that describe educational plans, which comply with state law and regulations and progress made toward implementation of it.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor shall maintain records on one hundred percent (100%) of the children as required by performance indicator.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>
<p><b>F. Permanency</b></p> <p>1. Vendor shall work in conjunction with the client's team to establish permanency based on the client(s) identified permanency case plan goal.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited</p>

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<p>2. Vendor shall provide services to enable the client to successfully return to his or her home, school and community in a timely manner or in another permanent situation such as adoption.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p>3. Discharge of a client from the program shall be in accordance with discharge plans. Vendor shall prepare a preliminary discharge summary thirty (30) days before scheduled discharge. The final discharge summary shall be submitted to the placing DCFS County Office at least thirty (30) days after the discharge date, and shall at a minimum contain:</p> <ul style="list-style-type: none"> <li>a. Identifying data (name, date of birth, social security number);</li> <li>b. Reason for admission;</li> <li>c. Family and Social History;</li> <li>d. Psychiatric, mental health diagnosis; behavioral, medical, and education history;</li> <li>e. Aftercare plans: <ul style="list-style-type: none"> <li>i. Mental Health, educational, medical, and social referrals and follow-up.</li> <li>ii. Discharge medications.</li> <li>iii. Educational recommendations.</li> <li>iv. Specific placement recommendation; and</li> </ul> </li> <li>f. Signature by assigned Case Manager and Therapeutic Program Director.</li> </ul> <p>4. If a client disrupts his or her TFC placement, the contractor must secure another placement within the TFC program if possible. In the event of an emergency discharge, Vendor is exempt from providing thirty (30) days' notice of discharge to DCFS if:</p> <ul style="list-style-type: none"> <li>a. The client suddenly becomes a danger to him/herself or others.</li> <li>b. A court of competent jurisdiction orders removal.</li> </ul> <p>In the event of an unplanned discharge, the following additional documentation must be provided to DCFS within twenty-four (24) hours of discharge:</p> <ul style="list-style-type: none"> <li>a. Description of specific behavior supporting the conclusion that the client is a danger to him/herself or others;</li> <li>b. A copy of a court order from a court of competent jurisdiction ordering removal;</li> <li>c. Documentation of all internal placement options that were explored; and</li> <li>d. A copy of a waiver request to the SSU Manager.</li> </ul>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p>If SSU Manager is not available, the Assistant Director, Placement Support and Community Outreach, must be contacted at (501) 682-8433 (if after hours, holidays or weekend, calls must be made as soon as possible on the next working day).</p>		
<p>5. TFC is a short-term treatment alternative, with the client progressing to a less-restrictive placement within eighteen months or less. If additional time is needed, the vendor must submit a written justification request to the SSU Manager for an extension. No single extensions will exceed six (6) months.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor shall provide documentation of placement of the client in a less-restrictive placement within eighteen (18) months OR documentation of a current extension approval from SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p><b>G. Accountability of Funding</b>  Accountability of funding for TFC services shall be in the best interest of the foster child (client) as defined by policies and procedures of DCFS.</p> <p>1. Vendor shall submit all requests for reimbursement for services to the DCFS SSU for approval. Monthly billing will be submitted to SSU, P.O. Box 1437, Slot S569, Little Rock, AR 72203- 1437, no later than the tenth (10<sup>th</sup>) working day of the following month. Attached to the billing will be a monthly report form that provides monthly referrals, ongoing placements, and discharge information of DCFS clients, identified by name, date of birth and referring county. The required certification of compliance with performance indicators must be included with the billing.</p> <p>Invoices will be developed on-line through the PROVIDER INVOICE ENTRY (PIE) system at <a href="https://dhs.arkansas.gov/dcfs/pie/login.aspx">https://dhs.arkansas.gov/dcfs/pie/login.aspx</a>.</p> <p>Only signed original invoices will be accepted.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Billing is received by the tenth (10<sup>th</sup>) day of the following month.</p> <ol style="list-style-type: none"> <li>1. SSU will monitor billing for compliance.</li> <li>2. Vendor shall submit monthly certification of compliance with performance indicators. Division of Administrative Services, Grant Coordinator may also conduct a site audit.</li> </ol>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>
<p>2. Billing for Absentee Clients: Clients may be temporarily absent from the program because of illness; admission to a hospital for medical needs or mental health needs, incarceration, trial home visits or due to runaway behavior.</p> <p>Vendor shall only submit billing for clients who are temporarily absent for ten (10) or fewer consecutive program days. The intent of the absentee billing is to avoid penalizing either the client (by filling the client's slot in the program due to temporary absence) or the Vendor (by not allowing reimbursement for the client's slot while it is held open pending the client's return).</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Contractor must submit billing by the tenth (10<sup>th</sup>) day of the following month.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the</p>

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<p>3. Vendor shall furnish a copy of the following reports within the timeframes specified by DCFS to the Manager, Specialized Services Unit:</p> <ul style="list-style-type: none"> <li>a. An annual report detailing an independent fiscal audit, program specific for TFC, or a single audit report with a supplemental schedule listing TFC revenue and expenditures and the year-end total of TFC days provided to clients, certified by a Certified Public Accountant in accordance with generally accepted accounting principles, of the program. The report must be submitted to the Office of Payment Integrity and Audit within one hundred twenty (120) days after the end of the contract. For-profit entities will not be required to file audit reports.</li> <li>b. The fiscal audit report should contain detailed revenue and expenditures for TFC. The schedule must only reflect revenue and expenditures reimbursable under Title IV-E.</li> <li>c. A written summary (Outcome Report) that includes measurable results of the performance indicators will be provided to SSU Manager no later than thirty (30) days after the end of the contract.</li> </ul> <p>In addition, Vendor must maintain adequate records to identify TFC staff time spent in the following areas:</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>Vendor must submit billing by the tenth (10th) day of the following month.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<p>a. Referral to services;</p> <p>b. Preparation for the participation in judicial determinations;</p> <p>c. Placement of the child;</p> <p>d. Development of the case plan;</p> <p>e. Case Reviews;</p> <p>f. Case management and supervision;</p> <p>g. Recruitment and licensing of foster homes and institutions; and</p> <p>h. Rate setting.</p> <p>Vendor shall also maintain records to support the entity's determination of:</p> <p>a. A proportionate share (maximum fifteen percent [15%] of total indirect cost) of related agency overhead.</p> <p>b. Costs related to data collection and reporting.</p> <p>NOTE: Costs for social services provided to the child, the child's family or foster family, which provide counseling or treatment to ameliorate or remedy personal problems, behaviors or home conditions are not reimbursable under Title IV-E.</p>		
<p>4. Vendor shall monitor monthly expenditures of services. Contractor shall not exceed the total liability of the contract without prior written approval from the SSU Manager.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.</p> <p>NOTE: Any billing for services that exceed the contract's total liability shall not be paid unless prior approval has been granted by the SSU Manager.</p> <ol style="list-style-type: none"> <li>1. SSU will monitor billing for compliance.</li> <li>2. Vendor must submit monthly certification of compliance with performance indicators. Division of Administrative Services, Grant Coordinator may also conduct a site audit.</li> </ol>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
		is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.
<p><b>H. Transition Planning</b> 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>	The Vendor must maintain one hundred percent (100%) compliance with this item.	If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report 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.

<sup>i</sup> 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.

<sup>ii</sup> The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

## ATTACHMENT D

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal.

### PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

#### Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas, and the rights and remedies of the parties hereunder shall be determined in accordance with Arkansas law. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

#### Financial Terms of the Contract

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required <u>OR</u> Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)

**\*Reimbursement Method:** (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement **\*\*Payment Limitations:** (Select from the following) Quarterly Cumulative; Monthly Cumulative; None **\*\*\*Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.  
**Type(s) of Match:** The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:  
Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs

covered by this agreement.

**Donation of Property:** Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

**Third Party In-Kind Contributions.** Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

**Funds Transfer:** Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

#### **Terms of Payment/Billing**

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

#### **Termination of Contract**

The Department may cancel this contract unilaterally at any time, for any reason including convenience, unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

#### **Procedure on Expiration or Termination**

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work

- terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
  - With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
  - Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
  - Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
  - Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

#### Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

#### Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of

its obligations hereunder, or the validity or enforceability of this Contract.

- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

#### **Force Majeure**

The Contractor will not be liable for delay in performing under the contract if the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

#### **Disputes**

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

#### **Confidentiality of Information**

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-110-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: [dhs-it-security@arkansas.gov](mailto:dhs-it-security@arkansas.gov).

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for

six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

#### **Public Disclosure**

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

#### **Inspection of Work Performed**

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

#### **Subcontracts**

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that Subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

#### **Audit Requirement:**

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services  
Office of Policy & Legal Services Audit Section  
P.O. Box 1437 – Slot S270  
Little Rock, Arkansas 72203-1437

#### **Indemnification**

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department 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 Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

#### **Assignments**

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

#### **Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

#### **Department Property**

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

#### **Use and Ownership of Software**

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

#### **Contract Variations**

If any provision of the Contract (including items incorporated by reference) is declared or found to

be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

#### **Attorney's Fees**

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

#### **Liability**

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

#### **Records Retention**

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

#### **Access to Contractor's Records**

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

#### **Ownership of Documentation**

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

#### **Disclosure**

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

#### **Set-Off**

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

#### **State and Federal Laws**

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically

amended to comply with the newly enacted statute or regulation as of its effective date.

#### **Accessibility Act 1227 of 1999**

**TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

**ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar

state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, and then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

#### **Employee Background Requirements**

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq.*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq.*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

#### **Prohibition Against Contingent Fees**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

#### **Compliance with Department Policy Issuances**

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

#### **Relinquishment**

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

#### **Entire Contract**

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

**Survival of Rights and Obligations**

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

**Notices**

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

P.O. Box 138, Dewitt, AR 72042

(address)

Attention:

JON HORNBECK

(Name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

**Notices to the Department should be mailed to:**

**DHS Division of Medical Services**

Attention: Dawn Stehle, DMS Director  
P.O. Box 1437, Slot S401  
Little Rock, AR 72203-1437

**Severability of Provisions**

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

**Certification Regarding Lobbying:**

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

**Certification Regarding Debarment**

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled **\*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions\*** without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

**Certification Regarding Employment Practices**

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment;
- Promotion;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation; and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.



Arkansas Department of Human Services  
 Division of Childcare and Early Childhood Education  
 Placement and Residential Licensing Unit

**CHILD WELFARE AGENCY LICENSE  
 APPLICATION  
 CHILD PLACEMENT AGENCY**

**TYPE OF AGENCY:**

Under the provisions of the Child Welfare Agency Licensing Act 1041 of 1997, I hereby apply for a license to operate a:

- Adoption \_\_\_\_\_
- Foster Care \_\_\_\_\_
- Therapeutic Foster Care *Placement child welfare*   X
- Therapeutic Foster Care-Sexual Rehabilitative Program \_\_\_\_\_
- Placement Residential \_\_\_\_\_

**AGENCY INFORMATION:**

Agency Name: Dana's House Inc.  
(As it will appear on License)

Physical Address of Agency: 108 S. Jefferson City: DeWitt ST: AR ZIP: 72042

Mailing Address of Agency: P.O. Box 138 City: DeWitt ST: AR ZIP: 72042  
(If different from Physical Address)

Phone: (870) 946-8303 Phone: ( ) \_\_\_\_\_

**OWNER INFORMATION:**

Owner: Sore  
(Legal Authority e.g., LLC, Corporation, Sole Owner)

Address of Owner: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

**Purpose of the agency:**

*Therapeutic Foster Care Placement Child Welfare Agency*

**DOCUMENTS REQUIRED WITH APPLICATION:**

- |                                  |              |  |              |
|----------------------------------|--------------|--|--------------|
| 1. Articles of Incorporation     | <u>  /  </u> | 7. Policy for Children's Health Services         | <u>  /  </u> |
| 2. By-Laws                       | <u>  /  </u> | 8. Proof of Financial Soundness                  | <u>  /  </u> |
| 3. Board Roster                  | <u>  /  </u> | 9. List of Personnel                             | <u>  /  </u> |
| 4. Authorization Letter          | <u>  /  </u> | 10. Verification of Qualifications               | <u>  /  </u> |
| 5. Description of Agency Program | <u>  /  </u> | 11. General and Professional Liability Insurance | <u>  /  </u> |
| 6. Admission/Intake Policies     | <u>  /  </u> |  |              |

**AN APPLICATION IS NOT COMPLETE UNTIL ALL THE ABOVE DOCUMENTS HAVE BEEN RECEIVED.**

I understand that once a Completed Application has been received, the Division shall complete a licensing study and make a recommendation to the Child Welfare Agency Review Board within ninety (90) Days

**TERMS OF AGREEMENT:**

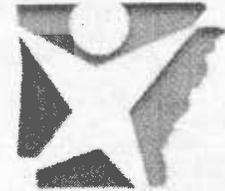
I understand that inspections of my foster homes and agency records will be conducted in accordance with the minimum requirements as promulgated by the Child Welfare Agency Review Board under authority of Act 1041 of 1997. I have reviewed the licensing requirements and agree to comply with them.

*[Signature]* Signature of Legal Authority 4-5-19 Date

# THE ARKANSAS CHILD WELFARE AGENCY REVIEW BOARD

In cooperation with

The Arkansas Department of Human Services'  
Division of Child Care and Early Childhood Education



Certifies that

**Dana's House, Inc.**

Owner

**Dana's House**

Agency

303 WEST CROSS STREET

DEWITT, AR 72042

Is hereby issued Residential license #: 171

FOR THE PURPOSE OF OPERATING, IN THE STATE OF ARKANSAS, THE FOLLOWING:

Emergency Residential Child Care Facility FOR CHILDREN AGES 0 TO 18

Residential Child Care Facility FOR 30 CHILDREN AGES 5 TO 18

THIS IS A REGULAR LICENSE WITH AN EFFECTIVE DATE OF 03/28/2006 AND WILL REMAIN IN EFFECT UNLESS THERE IS A STATUS CHANGE.

In Witness whereof



A handwritten signature in black ink, appearing to read "J.C. Spiller", with a horizontal line drawn through the end of the signature.

Chairman, Child Welfare Agency Review Board

Effective: 03/28/2006



#### Minimum Qualifications – Response to C and D

Dana's House, Inc. employs highly skilled, experienced licensed clinic social workers to provide trauma informed mental health services and twenty-four hour, seven days a week mobile crisis intervention for clients placed in the program.

Dana's House, Inc. employs highly skilled, experienced licensed clinic social workers to provide trauma informed mental health services and twenty-four hour, seven days a week mobile crisis intervention in the home and community setting