

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

**COUNSELING SERVICES**

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The contract program deliverables and performance indicators to be performed by the contractor are:

Performance Measures		
Service Criteria <sup>1</sup>	Acceptable Performance	Results of Insufficient Performance <sup>2</sup>
<p><b>Contractor Qualifications</b></p> <p>1. The business entity must be a Department of Human Services (DHS) certified Behavioral Health Agency or DHS certified Independently Licensed Practitioner.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>

<sup>1</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>2</sup> The results set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

<p>2. Counseling Services shall be provided by professionals licensed for independent practice in the state of Arkansas in the disciplines of Social Work, Counseling, Marriage and Family Therapy, or Psychology or by professionals meeting one of the following exceptions within a Behavioral Health Agency:</p> <ul style="list-style-type: none"> <li>• A Licensed Master of Social Work (LMSW) supervised by a Licensed Certified Social Worker (LCSW);</li> <li>• A Licensed Associate Master of Marital and Family Therapist (LAMFT) supervised by a Licensed Marital and Family Therapist (LMFT);</li> <li>• A Licensed Associate Counselor (LAC) supervised by a Licensed Professional Counselor (LPC);</li> <li>• A Licensed Psychological Examiner (LPE) supervised by a psychologist.</li> </ul>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Required licensures and proof of supervision will be maintained throughout the contract period.</p> <p>Verification of staff credentials shall be provided to DAABHS upon request.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>3. Professional rendering provider must have a minimum of two (2) years' experience in individual, family, and group therapy or be under the supervision of staff with two (2) years of experience in individual, family, and group therapy.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>

<p>4. Contractor shall notify the Division of Aging Adult and Behavioral Health Services (DAABHS) Program Manager of any changes in the business entity which include, but are not limited to business entity existence, name change of the business, new location of the business, new telephone numbers, new websites, new email addresses, and/or new contact person.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p><b>Delivery of Services</b></p> <p>1. Contractor must provide behavioral healthcare services for persons who do not have health insurance and who are not eligible for other health care coverage (e.g. Medicaid, Medicare, private health insurance). The provider must ensure the person does not have other health care coverage and these steps must be documented in the client record. The Qualified Vendor List contract payment must be the payor of last resort. Contractor must have staff with appropriate credentials or license for insurance requirements and must be credentialed with insurance entities.</p> <p>Contractor must inform the DAABHS Supervisor initially by email when there is a question concerning the appropriateness of a referral.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>2. The contractor shall accept all DAABHS referrals allowable within the limitations of the contract budget.</p> <p>NOTE: Referrals for services in adjacent counties to where the contractor responded may be sent to the contractor.</p> <p>Contractor will accept referrals outside of their primary contracted area contingent on their availability of staff and contract funding.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p>

	<p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>3. Contractor shall ensure that services will continue, uninterrupted, if a therapist is unavailable for more than ten (10) business days. Contractor must notify DAABHS immediately if they are expecting to have or are experiencing difficulty with ensuring service availability.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>4. Contractor must initiate or offer services to client referred by DAABHS or requesting services through self-referral within ten (10) working days of receipt of the referral.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>

<p>5. Contractor must develop an assessment and treatment plan that addresses strengths and needs of the client. The individual client treatment plan goals and objectives must be measurable and short term.</p> <p>The treatment plan must, at minimum, contain the following without limitation:</p> <ul style="list-style-type: none"> <li>• Plan for frequency of services – number of hours of direct services planned.</li> <li>• Specified time frames for achievement of goals and objectives.</li> <li>• Specified time frames for assessment of progress.</li> </ul>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>6. Contractor shall provide a flexible schedule offering appointments for counseling services beyond normal business hours including afternoons and weekends.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>7. Contractor shall submit on a monthly basis, client-level data in a format and method of transmission to be specified by DAABHS. These reports must include but are not limited to the following information: client name, date of birth (DOB), services provided, and dates of service, name of the provider, provider credentials, and reason for refusal of services to any client. Additional client level data may be specified by DAABHS in relation to federal reporting requirements.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a</p>

	<p>of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>8. Contractor must deliver the following services based on medical necessity, in accordance with all relevant provisions of the Arkansas Law and Standards, and as a part of the basic services available for all age groups. All services must be documented in the client record.</p> <p><b>a. Case Management:</b> Case management is short term recovery-oriented services that assist clients in gaining access to needed behavioral health and medical services. Case management services include referral for services or treatment and must include assisting the client with insurance enrollment.</p> <p><b>b. Group Behavioral Health Counseling:</b> Group Behavioral Health Counseling is a face-to-face treatment provided to a group of beneficiaries. Services leverage the emotional interactions of the group's members to assist in each beneficiary's treatment process, support his/her rehabilitation effort, and minimize relapse. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and provided with cultural competence. Additionally, tobacco cessation counseling may be a component of this service.</p> <p><b>c. Individual Behavioral Health Counseling:</b> Individual Behavioral Health Counseling is a face-to-face treatment provided to an individual in an outpatient setting for the purpose of treatment and remediation of a condition as described in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) or subsequent revisions. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and provided with cultural competence. The treatment service must reduce or alleviate identified symptoms related to mental health, and maintain or improve level of functioning, and/or prevent deterioration. Additionally, tobacco cessation counseling may be a component of this service.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>

<p><b>d. Interpretation of Diagnosis:</b> Interpretation of Diagnosis is a direct service provided for the purpose of interpreting the results of psychiatric or other medical exams, procedures, or accumulated data. Services may include diagnostic activities and/or advising the beneficiary and his/ her family. Consent forms may be required for family or significant other involvement. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and provided with cultural competence.</p> <p><b>e. Marital/Family Behavioral Health Counseling:</b> Marital/Family Behavioral Health Counseling is a face-to-face treatment provided to one or more family members in the presence of a beneficiary. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and provided with cultural competence. Services are designed to enhance insight into family interactions, facilitate inter-family emotional or practical support and to develop alternative strategies to address familial issues, problems and needs. Additionally, tobacco cessation counseling may be a component of this service.</p> <p><b>f. Mental Health Diagnosis:</b> Mental Health Diagnosis is a direct clinical service for the purpose of determining the existence, type, nature, and appropriate treatment of a mental illness or related disorder as described in the DSM-5 or subsequent revisions. This psycho-diagnostic process may include without limitation: a psychosocial and medical history, diagnostic findings, and recommendations. This service must include a face-to-face component and will serve as the basis for documentation of modality and issues to be addressed (plan of care). Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and provided with cultural competence.</p> <p><b>g. Multi-Family Behavioral Health Counseling:</b> Multi-Family Behavioral Health Counseling is a group therapeutic intervention using face-to-face verbal interaction between two (2) to a maximum of nine (9) beneficiaries and their family members or significant others. Services are a more cost-effective alternative to Family Behavioral Health Counseling,</p>		
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<p>designed to enhance members' insight into family interactions, facilitate inter-family emotional or practical support and to develop alternative strategies to address familial issues, problems and needs. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and family and provided with cultural competence. Additionally, tobacco cessation counseling may be a component of this service.</p> <p><b>h. Psychoeducation:</b> Psychoeducation provides beneficiaries and their families with pertinent information regarding medication management, mental illness, substance abuse, tobacco cessation, and teaches problem-solving, communication, and coping skills to support recovery. Psychoeducation can be implemented in two (2) formats: multifamily group and/or single family group. Due to the group format, beneficiaries and their families are also able to benefit from support of peers and mutual aid. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based; with emphasis on needs as identified by the beneficiary and provided with cultural competence.</p>		
<p>9. Contractor shall maintain clinical documentation of all services rendered and make documentation available to DAABHS staff within seventy-two (72) hours when requested. At a minimum, the client record must include a documented assessment and treatment plan, progress notes reflective of all services provided, evidence of any referrals, documentation of any non-billable services, and a discharge summary.</p> <p>The Contractor must maintain client records for the period of time required by DHS policy.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>



<p>10. Invoices for monthly billing must be submitted to DAABHS by the tenth (10<sup>th</sup>) day of each month in order to ensure timely processing. Invoices must be submitted to the following address with an original signature:</p> <p>Arkansas Department of Human Services  Division of Aging Adult and Behavioral Health Services  305 South Palm Street  Little Rock, AR 72205</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Invoices along with the monthly data report and certification of compliance should be submitted to the DAABHS Program Manager by the tenth (10<sup>th</sup>) day of the month. If the tenth (10<sup>th</sup>) day is on a weekend billing is due no later than the following Monday.</p> <p>Only original signed invoices will be accepted.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>11. The Contractor shall submit to DHS any client records requested for a periodic desk audit. Desk audits shall be performed on a random or as needed basis at the sole discretion of DHS. The number of records requested by DHS for any desk audit will be determined by DHS.</p> <p>Requested records must be made available in electronic fashion or by facsimile. Contractor may allow DHS access to their electronic health records system or records can be exchanged by secure and Health Insurance Portability and Accountability Act (HIPAA) compliant electronic mail.</p> <p>DHS will ensure that client records are reviewed by a qualified mental health professional who will evaluate medical necessity and quality of the services provided. If medical necessity is not present, DHS will initiate recoupment proceedings from the Vendor for relevant services.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of complete requested records will take place within seventy-two (72) hours.</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>

<p><b>Conflict of Interest Mitigation</b>  During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions as specified in Attachment E: <i>Organizational or Personal Conflict of Interest</i> of RFQ 710-19-1009.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>Assessment of damages for non-compliance with this service criterion shall be as specified in Attachment E: <i>Organizational or Personal Conflict of Interest</i> to RFQ 710-19-1009</p>
<p><b>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>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file. Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.</p>

**REMEDIES FOR UNACCEPTABLE PERFORMANCE**

Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. In addition to other remedies identified herein, one or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:

1. Contractor will be required to submit and implement an acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.
2. Payment may be withheld or reduced.
3. The Contract may be terminated.

The remedies listed above are in addition to all others available at law or equity.