

**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:

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<p><b>A. Delivery of Services</b> Vendor shall provide twenty-four (24)-hour a day residential treatment for youth referred by or in the custody of The Arkansas Department of Human Services (DHS) whose emotional and/or behavioral problems cannot be remedied in a lower level of care.</p> <p>1. Vendor shall only accept children and youth referred by or in the custody of DHS into a Division of Child and Family Services (DCFS) funded slot. Placement shall be contingent upon the results of the client's thirty (30)-day Qualified Residential Treatment Program (QRTP) assessment, which determines the appropriateness of the QRTP placement as well as the availability of slots/beds within the contract period. A provider shall not refuse a DCFS referral or a client meeting the admission criteria when a DCFS purchased slot is available. A child shall not be denied admission into a QRTP based on behavioral or emotional history. Providers who are unable to serve clients offered for placement may be at risk of decreased utilization by DCFS.</p> <p>2. The thirty (30)-day QRTP assessment must:</p> <ul style="list-style-type: none"> <li>• Assess the strength and needs of the client using the DCFS recommended tool.</li> <li>• Determine whether the needs of the client can be met with family members or through placement in a resource family home or if not, which allowable Child Care Institution (CCI) setting would provide the most effective and appropriate level of care for the client in the least restrictive environment and be consistent with the short and long-term goals for the client, as specified in the permanency plan.</li> <li>• Develop a list of child-specific short and long-term mental and behavioral health goals for the client.</li> </ul>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Only clients referred by or in the custody of DHS shall be accepted into DCFS funded slots.</p> <p>Vendor must accept (100%) of DCFS referrals for placement.</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 will 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 standard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>
<p>2. Vendor shall conduct an intake study within ten (10) days of admission to the</p>	<p>Acceptable performance is defined as one hundred</p>	<p>1st Incident: A Corrective Action Plan, acceptable</p>

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<p>program. This study shall meet the requirement for an intake study contained in the Minimum Licensing Standards (MLS) incorporated herein by reference.</p>	<p>percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>The intake study shall be developed in compliance with MLS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>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>3. If the client is assigned to a Provider-led Shared Savings Entity (PASSE), Vendor must work with the assigned Care Coordinator to ensure services are implemented.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</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</p>

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	<p>Vendor must provide details of services provided in the youth's monthly progress report submitted to the local DCFS office no later than the twenty-fifth (25<sup>th</sup>) of each month.</p> <p>Vendor must submit a monthly certification of compliance form with monthly <del>invoice</del> <u>to invoice</u> to DCFS SSU.</p>	<p>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>4. Vendor must submit monthly written progress reports to the primary DCFS county office for each client no later than the twenty-fifth (25<sup>th</sup>) of every month. Submission can be mailed, emailed or faxed.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall submit monthly report to responsible DCFS county office no later than the twenty-fifth (25<sup>th</sup>) of every month.</p> <p>The report shall address</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</p>

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	<p>the client's continuing needs and any problem areas. The report shall also address services provided to the client during the month.</p> <p>Vendor must submit a monthly certification of compliance form with their monthly invoice to DCFS SSU.</p>	<p>calculated from the total payment for the identified month in which the deficiency took place.</p> <p>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. Vendor must provide family-based aftercare support dependent upon the needs of the child and timeframes necessary to provide the services. After care support shall include the following:</p> <ol style="list-style-type: none"> <li>a. Referral for community-based services;</li> <li>b. Coordination of services in conjunction with the PASSE Care Coordinator;</li> <li>c. Participation in family and permanency team staffings via telephone;</li> <li>d. Initial contact with client, family, resource parent or other placement provider within seventy-two (72) hours of discharge; and</li> <li>e. Weekly telephone call with client and caretaker within the first (30) days after discharge and monthly thereafter.</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall include post-discharge information with the monthly report submitted to DCFS no later than the twenty-fifth (25<sup>th</sup>) of every month.</p> <p>Vendor must submit a 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</p>

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		<p>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>6. Vendor shall provide a monthly report to the SSU Manager or designee by the tenth (10<sup>th</sup>) working day of each month for the preceding month.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>The monthly report shall contain a list of children referred for placement, by source of referral.</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</p>

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		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>7. Discharge planning shall begin when a child is placed in the program. Discharge of a child from the program must be planned and notice provided to DCFS thirty (30) days prior to scheduled discharge in order to ensure that a sufficient transition plan is in place for the client. Contractor must prepare a discharge summary, which shall be submitted to the referring DCFS County Office at least ten (10) days prior to the discharge date. The summary at a minimum shall contain:</p> <ul style="list-style-type: none"> <li>a. Description of admitting problems/why client was admitted to the QRTP;</li> <li>b. Educational services provided;</li> <li>c. Visitation with family and DCFS caseworker;</li> <li>d. Medical services provided/obtained how often and by whom;</li> <li>e. Incidents involving death, life-threatening injury, runaway or incidents which may be reported in the media;</li> <li>f. Legal problems;</li> <li>g. Social behavior;</li> <li>h. Mental health services provided; how often and by whom;</li> <li>i. Identification of problem areas that continue; and</li> <li>j. A recommendation for placement and future services.</li> </ul>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract</p> <p>Discharge summary to referring DCFS County office shall be submitted at least ten (10) days prior to discharge date, containing at least the minimum required information.</p> <p>Vendor shall submit a 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</p>

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		maintained in DHS' Vendor file, and contract termination.
<p>8. If the client becomes a danger to themselves and/or others, Vendor must coordinate with DCFS to have the client assessed by the local community mental health provider or another appropriate entity. If the client is assessed as acute and placed in a psychiatric setting, Contractor must accept client back into the program upon discharge from acute stay if appropriate.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall comply with documentation requirements and notification listed in performance indicator 8.</p> <p>Vendor shall submit a 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>9. Vendor shall maintain records as required in the MLS. Vendor shall provide copies of the records upon request by DHS.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10)</p>



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	<p>Acceptable Performance standards at all times throughout the term of the contract</p> <p>Vendor shall submit a certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>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>B. Family Engagement</b> Vendor must participate in family engagement and outreach in the client's treatment. Contractor must, to the extent appropriate, and in accordance with the client's best interest, facilitate participation of family members and members of the youth's permanency team in the client's treatment program.</p> <p>1. To the extent appropriate and in accordance with the client's best</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract</p> <p>Documentation of efforts to engage family in the</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</p>

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<p>interest, Contractor must facilitate outreach to the client's family members including siblings. How the outreach is made (including contact information) as well as maintaining contact information for any known biological family and fictive kin must be documented. The only exception to these requirements are when the court has relieved the client's parents/guardians of any responsibility for and authority for the client, or when the Contractor has documented unsuccessful efforts to contact the parents/guardians to involve them.</p>	<p>treatment process must be included in the monthly report.</p> <p>Vendor shall submit a certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>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 must provide discharge planning and family-based after care support for at least six (6) months when appropriate.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Documentation of post-discharge services must be included in the monthly report.</p> <p>Vendor shall submit a 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</p>

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		<p>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>3. Vendor must allow the DCFS Family Service Worker and other DCFS staff to visit each client in the program upon request.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall submit a 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</p>

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		<p>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>C. Delivery of Treatment in a Safe and Secure Environment</b></p> <p>Vendor shall maintain a current license and all certificates required by law for the facility as a QRTP and shall ensure that all professionals providing services under this agreement are licensed and certified in accordance with Arkansas law.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall submit a 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</p>

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		<p>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. DCFS clients shall only be transported by Vendor's authorized personnel possessing a valid driver's license in accordance with the MLS.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall submit a 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. Vendor shall notify the Child Abuse and Neglect Hotline of all cases of suspected abuse or neglect, as required by state law and DHS policy. The 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 all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall immediately notify the Child Abuse and Neglect Hotline of all cases of suspected child abuse or neglect.</p> <p>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.</p> <p>Vendor must make Contractor's files for Child Abuse and Neglect report available for review by the Child Welfare Licensing Specialist upon request.</p> <p>Vendor shall submit a 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>4. Vendor shall adhere to the Department of Human Services Incident Reporting Policy No.1090 and any amendments thereto and its notification requirements incorporated herein by reference.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times</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>

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	<p>throughout the term of the contract.</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> <ul style="list-style-type: none"> <li>A. Law enforcement.</li> <li>B. DCFS county office in the youth's home county.</li> <li>C. DCFS county office where the youth is believed to be.</li> <li>D. The youth's parents or guardians.</li> </ul> <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 twenty-four (24)-hour phone line (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 incident reporting reviews in compliance with DHS Policy No.1090, and</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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	amendments thereto twice a year. SSU will monitor for compliance.	
<p>5. 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 Vendor or its agents can demonstrate that such action would be therapeutically counter-indicated.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall submit a 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>6. There shall be no more than twenty-five (25) clients placed in a QRTP.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance</p>	<p>1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the</p>



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	<p>standards at all times throughout the term of the contract.</p> <p>Vendor shall submit a certification of compliance form with monthly invoice to DCFS SSU.</p>	<p>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. If more than one (1) program is operated in the same building, clients placed in the QRTP must be kept separate from other clients at all times. In the case where an emergency shelter and a QRTP operate under one roof and a recommendation is made to transition a client from the emergency shelter to the QRTP, the decision to have the client assessed for Qualified Residential Treatment must be made in conjunction with DCFS.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall submit a 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</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
		<p>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>C. 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 a doctor, dentist, and eye appointments, including 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 occurring outside of the</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall submit a 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</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
<p>local area or appointments that were scheduled before the child was placed in the facility.</p> <p>2. Vendor must have a trauma informed treatment model that is designed to address the needs, including clinical needs as appropriate, of clients with serious emotional or behavioral disorders or disturbances and, with respect to a child, is able to implement the treatment identified for the child by the required thirty (30)-day assessment. Vendor shall provide for the mental health needs of the child, including scheduling of and providing transportation to and from the appointments occurring outside of the local area. The Vendor shall have registered or licensed nursing staff and other licensed clinical staff who provide care within the scope of their practice as defined by state/tribal law, are on-site according to the treatment model and are available twenty-four (24) hours a day and seven (7) days a week to meet the ongoing and crisis mental health needs of the client. All staff shall be trained in trauma and demonstrate expertise in managing children in crisis.</p>		<p>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>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 Vendor at time of placement. Vendor shall document receipt of passport.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall have Medical Passports for all DCFS foster children in placement and shall maintain according to DCFS policy.</p> <p>Vendor shall submit a 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</p>

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		<p>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>D. Educational Needs</b> Vendor shall assure 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 all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall maintain records on one hundred percent (100%) of the children as specified in Service Criteria.</p> <p>Vendor shall submit a 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</p>

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		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><b>E. Accountability of Funding</b>  Accountability of funding for Qualified Residential Treatment services shall be in the best interest of the foster child (client) as defined and determined 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 shall be submitted to SSU, P.O. Box 1437, Slot S569, Little Rock, AR 72203- 1437, no later than the tenth (10th) working day of the following month. Attached to the billing shall 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 shall 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 all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Billing must be received by the tenth (10<sup>th</sup>) day of the following month.</p> <p>Vendor shall submit a 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</p>

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
		substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.
<p>2. 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 billing for temporarily absent clients shall cease once the client is absent for more than ten (10) 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 provider (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 all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor must submit billing by the tenth (10<sup>th</sup>) day of the following month.</p> <p>Vendor shall submit a 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>

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<p>3. Foster Care Board payments (Clothing and Personal Needs) received for each client shall be used exclusively for that client's needs. The amounts are stated below and in the DCFS Family Services Policy and Procedure Manual, Policy (VII-L) Financial Support to Foster Parents. Contractor must follow the procedures stated in the Foster Parent Handbook, Pub-030, pages 25-27 addressing use of the board payment.</p> <p><b>Birth through 5 years</b></p> <table border="0"> <tr> <td>Clothing</td> <td>45.00</td> </tr> <tr> <td>Personal Needs</td> <td>15.00</td> </tr> </table> <p><b>6 through 11 years</b></p> <table border="0"> <tr> <td>Clothing</td> <td>50.00</td> </tr> <tr> <td>Personal Needs</td> <td>25.00</td> </tr> </table> <p><b>12 through 14 years</b></p> <table border="0"> <tr> <td>Clothing</td> <td>60.00</td> </tr> <tr> <td>Personal Needs</td> <td>30.00</td> </tr> </table> <p><b>15 through 17 years</b></p> <table border="0"> <tr> <td>Clothing</td> <td>70.00</td> </tr> <tr> <td>Personal Needs</td> <td>35.00</td> </tr> </table> <p>The Vendor shall:</p> <ol style="list-style-type: none"> <li>a. Maintain written documentation of the date and amount of payment of the foster care board payment (clothing and personal needs) received.</li> <li>b. Maintain written monthly documentation detailing use of the personal needs and clothing amount for each foster client.</li> <li>c. Be responsible for the return to DHS/DCFS any funds received for a</li> </ol>	Clothing	45.00	Personal Needs	15.00	Clothing	50.00	Personal Needs	25.00	Clothing	60.00	Personal Needs	30.00	Clothing	70.00	Personal Needs	35.00	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall maintain records on one hundred percent (100%) of the children as required by performance indicator.</p> <p>Vendor shall submit a 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</p>
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<p>client discharged from the program, if the funds are received after discharge.</p> <p>d. Send any remaining funds to DCFS within thirty (30) days of client discharge. The client's name and discharge date must be provided. Checks need to be made payable to DCFS Foster Care and sent to PO Box 1437, Slot S-561, Little Rock, 72203 – 1437.</p>		<p>Performance Report maintained in DHS' Vendor file, and contract termination.</p>
<p>1. Vendor must monitor monthly expenditures of services. Contractor must not exceed the total liability of the contract without prior written approval from the SSU Manger.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all Service Criteria and Acceptable Performance standards at all times throughout the term of the contract.</p> <p>Vendor shall submit a certification of compliance form with monthly invoice to DCFS SSU.</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.</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'</p>



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		Vendor file, and contract termination.
<p><b>F. 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. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>The Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p><b>G. 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.</p> <p>Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.</p>

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services of it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

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<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.