

**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>A. Administrative Structure Vendor must provide the following capabilities:</p> <ol style="list-style-type: none"> 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 	<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>

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<p>shall be a mental health paraprofessional, and shall be supervised by the Clinical Director:</p> <ol style="list-style-type: none"> 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. 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. 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. d. <u>Human Resources</u>. Vendors must maintain a human resources capacity. <ol style="list-style-type: none"> 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>Vendor Performance Report maintained in DHS' Vendor file, and contract termination.</p>

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<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. Delivery of Services 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"> 1. Level 1: Non-Severe Emotional Disturbance client(s) that are a sibling to a TFC client and/or a step-down client. 2. Level 2: Client approved for TFC. 3. Level 3: Sexually Reactive Program client(s). <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"> 1. Only clients referred by or in the custody of DHS shall be accepted into DCFS funded slots. 2. One hundred percent (100%) of DCFS referrals shall be accepted for placement. <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"> 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. b. Respite care. Contractor must follow guidelines established by the Contractor's program description approved by the manager of SSU. c. Sibling visitation. d. Sibling group placement must have SSU Manager's prior written approval. 	<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"> a. Diagnoses, behavior and complications indicating the need for admission. b. Plan for continuing care. c. Plan for biological family preservation/reunification. d. Plan for group or individual therapy. e. Any orders for: <ul style="list-style-type: none"> 1. Medications. 2. Treatments. 3. Activities. 4. Social Services. 5. Diet. 6. Education. f. Plan for discharge, as appropriate. 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. 	<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"> 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. b. Any revisions of the plan. 	<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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<p>8. Vendor shall submit monthly progress reports to the placing DCFS County Office by the tenth (10th) working day of the following month. This report shall contain the following:</p> <ul style="list-style-type: none"> a. Progress toward goals stated in the treatment plan including permanency. b. Medical visits. c. Educational issues. d. Contact with family. e. Any court involvement. f. Summary of incident reports. 	<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>C. Delivery of Treatment in a Safe and Secure Environment</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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<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"> 1. Vendor shall immediately notify the Child Abuse and Neglect Hotline of all cases of suspected child abuse or neglect. 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. 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. 	<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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<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"> 1. Law enforcement. 2. DCFS county office in the youth's home county. 3. DCFS county office where the youth is believed to be. 4. The youth's parents or guardians. <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>D. Providing Health Needs 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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	Vendor must submit a monthly certification of compliance form with monthly invoice to DCFS SSU.	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 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>Note: 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>E. Educational Needs</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>F. Permanency</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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		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>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"> a. Identifying data (name, date of birth, social security number); b. Reason for admission; c. Family and Social History; d. Psychiatric, mental health diagnosis; behavioral, medical, and education history; e. Aftercare plans: <ul style="list-style-type: none"> i. Mental Health, educational, medical, and social referrals and follow-up. ii. Discharge medications. iii. Educational recommendations. iv. Specific placement recommendation; and f. Signature by assigned Case Manager and Therapeutic Program Director. <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"> a. The client suddenly becomes a danger to him/herself or others. b. A court of competent jurisdiction orders removal. <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"> a. Description of specific behavior supporting the conclusion that the client is a danger to him/herself or others; b. A copy of a court order from a court of competent jurisdiction ordering removal; c. Documentation of all internal placement options that were explored; and d. A copy of a waiver request to the SSU Manager. 	<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>G. Accountability of Funding 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 (10th) 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 https://dhs.arkansas.gov/dcfs/pie/login.aspx.</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 (10th) day of the following month.</p> <ol style="list-style-type: none"> 1. SSU will monitor billing for compliance. 2. Vendor shall submit monthly certification of compliance with performance indicators. Division of Administrative Services, Grant Coordinator may also conduct a site audit. 	<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 (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</p>

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		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>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"> 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. 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. 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. <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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<ul style="list-style-type: none"> a. Referral to services; b. Preparation for the participation in judicial determinations; c. Placement of the child; d. Development of the case plan; e. Case Reviews; f. Case management and supervision; g. Recruitment and licensing of foster homes and institutions; and h. Rate setting. <p>Vendor shall also maintain records to support the entity's determination of:</p> <ul style="list-style-type: none"> a. A proportionate share (maximum fifteen percent [15%] of total indirect cost) of related agency overhead. b. Costs related to data collection and reporting. <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> <ul style="list-style-type: none"> 1. SSU will monitor billing for compliance. 2. Vendor must submit monthly certification of compliance with performance indicators. Division of Administrative Services, Grant Coordinator may also conduct a site audit. 	<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>

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		is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.
<p>H. Transition Planning Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>	The Vendor must maintain one hundred percent (100%) compliance with this item.	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report 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.

ⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

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