

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

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

- I. The CMHC must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the CMHC or to the CMHC'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 CMHC 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 CMHC'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 CMHC'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. In the standards below, a failure to furnish documentation of the provision of services is, itself, a breach of this standard.
  
- VI. The contract program deliverables and performance indicators to be performed by each CMHC are:

Service Criteria <sup>1</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>2</sup>
<p><b>1. Crisis Services</b></p> <p>Each Vendor must maintain a Mobile Crisis team, which must be available and staffed in accordance with the requirements of the RFQ Section 2.3.2.A. In the performance of these duties each CMHC must adhere to the following:</p> <p>i) The CMHC shall make Mobile Crisis Services available to the following populations who are not a member of a Provider-led Arkansas Shared Savings Entity (PASSE):</p> <ul style="list-style-type: none"> <li>• All adults, youth, and children who are uninsured or underinsured experiencing a psychiatric or behavioral health crisis.</li> <li>• Persons in the custody of the Division of Children and Family Services (DCFS). For this population specifically, crisis intervention services must be provided face-to-face in the community setting, which may include without limitation a home or foster home, school, or DCFS office. Additionally, for this population, crisis services must focus on stabilization of the client within their community, ensure hospital diversion when appropriate, must include a safety plan, and must include face-to-face follow-up within twenty-four (24) to forty-eight (48) hours of the initial crisis.</li> </ul> <p>ii) Vendor must completely document all of the events outlined below and otherwise required by the RFQ for each instance the CMHC renders Crisis Services. Documentation for each response to a request for crisis assessment must include the utilization of an evidence-based crisis assessment tool and must be completed within twenty-four (24) hours. Such documentation must be furnished to the State upon the State's request.</p> <p>iii) CMHC health professionals shall make phone contact with a requesting agency within fifteen (15) minutes of a request for crisis assessment.</p>	<p>All of the service criteria must be met and documented for each instance a CMHC provides Crisis Services for the duration of the contract, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS). Documentation must include (and adhere to) all requirements outlined in the RFQ Section 2.3.2.A.</p> <p>This Service Criteria shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these criteria.</p>	<p>1<sup>st</sup> incident (<i>i.e.</i> DAABHS finds a single instance where Crisis Services were not rendered in accordance with these standards): An acceptable Corrective Action Plan will be due to DAABHS within seven (7) calendar days of the request. Should a corrective action plan be submitted, the CMHC shall ensure that all corrective actions presented in the plan are fully implemented within the specified timeframes.</p> <p>2<sup>nd</sup> incident: The Vendor shall be assessed a penalty in the amount of five percent (5%) <del>of the amount allocated deducted from the total monthly scheduled payment</del> to the Vendor by the State for <del>Crisis S</del>services in the month of the occurrence of the 2<sup>nd</sup> incident.</p> <p>3<sup>rd</sup> incident: DHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</p>

<sup>1</sup> The service levels articulated below are not the exclusive obligations of the Vendor. Please see the RFQ for a full list of duties and requirements.

<sup>2</sup> The damages set forth herein are not intended to limit the remedies otherwise available to the State in law or in equity.

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<p>iv) CMHC behavioral health professionals shall provide a face-to-face assessment within two (2) hours of the emergency and shall assess the individual's immediate safety needs to determine the seriousness of the person's impairment. However, if agreed upon by both parties, the screening can occur outside the two (2) hour window provided the agreement and a reasonable basis for the agreement are documented for the State's review.</p> <p>v) If the individual in crisis has a behavioral healthcare provider that they have been working with, the CMHC may contact that healthcare provider. However, the CMHC shall remain responsible for ensuring a crisis assessment and appropriate Crisis Services are provided.</p> <p>vi) For those individuals deemed to need acute hospitalization, the screener or other identified CMHC staff must begin documenting efforts to locate an acute placement immediately. Documentation should continue until placement is confirmed and takes place.</p> <p>vii) Crisis intervention and stabilization services must be provided to any screened individual until placement in an acute setting or until the individual is deemed stable by a medical or behavioral health professional and stabilization is clearly documented by one (1) or more of those professionals.</p> <p>viii) The CMHC shall triage the individuals into the least restrictive services including, but not limited to: immediate outpatient treatment by a behavioral health professional, crisis intervention and stabilization services, referral to substance abuse detoxification, referral to an authorized crisis intervention unit if available, or admission to acute psychiatric hospitalization.</p> <p>ix) For persons without a payor source, the CMHC shall coordinate with community partners to ensure a comprehensive array of aftercare services spanning all levels of care are available and coordinated after experiencing a behavioral health crisis.</p>		

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<p>Appropriate discharge planning shall be required for all persons leaving an acute hospital or acute crisis unit setting. Discharge planning must include, but is not limited to, a scheduled appointment to take place no later than seven (7) days after discharge from the hospital. This must be a scheduled appointment and not a “walk-in” appointment.</p> <p>x) For those with re-occurring crises who are not a member of a PASSE, or for those with behavioral health needs who are placed in jails on a re-occurring basis, the CMHC must re-evaluate the recommendations of previous crisis and safety plans and use a wraparound or collaborative approach to ensure continued safety and that services are at an appropriate level of intensity for stabilization and improvement of functioning of the person.</p> <p>xi) The CMHC will increase access to behavioral health services to strengthen hospital diversion, when appropriate. Vendor will offer services not limited to crisis screening, such as crisis intervention and crisis stabilization, and must maintain service availability within each county of the Vendor’s Region. Vendor may utilize sub-contractors to ensure timely access to all services.</p> <p>Additionally, Vendor must choose one (1) of the following to implement and maintain:</p> <ul style="list-style-type: none"> <li>• A Warm Line, available after business hours on weekdays and holidays, which will be highly accessible, well publicized, and capable of providing low-threshold mental health resource and access to a licensed mental health professional from which the public can seek support before they’ve reached a crisis point; or,</li> <li>• A Drop-In (or Walk-In) Clinic for individuals with an urgent mental health need, such as crisis counseling, crisis assessments, and referrals, that requires no appointment. Services must be available evenings, weekends, and holidays.</li> </ul> <p>xii) The CMHC shall administer Acute Care Funds for psychiatric hospitalization for those eighteen (18) and older experiencing a psychiatric or behavioral health crisis. The</p>		

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<p>Acute Care Funds shall be utilized as a payor of last resort. (more detail in SOW)</p> <p>xiii) The CMHC shall complete all necessary paperwork and court appearances for involuntary commitment of individuals when requested.</p>		
<p><b>2. Single Point of Entry (SPOE) Services</b></p> <p>The CMHC shall provide the SPOE Screenings for all persons in the Vendor's Region being referred to Arkansas State Hospital (ASH) in accordance with the requirements of the RFQ Section 2.3.2.B. Each provision of a SPOE Screening by a Vendor must:</p> <p>i) Utilize the state-approved SPOE Screening form to document all necessary information. Additionally, an evidence-based crisis screening tool must be utilized as a part of the screening and assessment process.</p> <p>ii) Be completed within two (2) hours of the request.</p> <p>iii) Complete all required documentation before referring to ASH for discretionary consideration for admission.</p>	<p>All of the service criteria must be met and documented for each instance a CMHC administers a SPOE Screening for the duration of the contract, as determined by DAABHS. Documentation must include (and adhere to) all requirements outlined in the RFQ Section 2.3.2.B.</p> <p>This Service Criteria shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these criteria.</p>	<p>1<sup>st</sup> incident (<i>i.e.</i> DAABHS finds a single instance where an SPOE Screening was not rendered in accordance with these standards): A acceptable Corrective Action Plan will be due to DAABHS within seven (7) calendar days of the request. Should a corrective action plan be submitted, the CMHC shall ensure that all corrective actions presented in the plan are fully implemented within the specified timeframes.</p> <p>2<sup>nd</sup> incident: The Vendor shall be assessed a penalty in the amount of five percent (5%) <del>of the amount allocated</del> deducted from the total monthly scheduled payment to the Vendor by the State for ASH related services in the month of the occurrence of the 2<sup>nd</sup>.</p> <p>3<sup>rd</sup> incident: DHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the</p>

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<p><b>3. Provision of Expanded Services</b></p> <p>The CMHC shall directly provide, or ensure availability through a subcontractor, the following services for persons without a payor source and not a member of a PASSE. These services must be medically necessary:</p> <ul style="list-style-type: none"> <li>i) Partial Hospitalization</li> <li>ii) Peer Support</li> <li>iii) Family Support Partner</li> <li>iv) Supported Employment</li> <li>v) Supported Housing</li> <li>vi) Therapeutic Communities</li> <li>vii) Aftercare Recovery Support</li> <li><del>viii) Acute Crisis Units</del></li> </ul> <p>The CMHC may purchase medically necessary psychotropic medication for individuals when there is no other payor source in accordance with the requirements of the RFQ Section 2.3.2.I.</p> <p>The CMHC must provide access to Medication Assisted Treatment in each county within their contracted region.</p>	<p>All of the service criteria must be met and documented for each instance a CMHC administers an expanded service as specified in “Service Criteria” for the duration of the contract, as determined by DAABHS. Documentation must include (and adhere to) all requirements outlined in the RFQ Section 2.3.2.I.</p> <p>This Service Criteria shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these criteria.</p>	<p>contract.</p> <p>1<sup>st</sup> incident (<i>i.e.</i> DAABHS finds a single instance where an expanded service was not rendered in accordance with these standards): An acceptable Corrective Action Plan will be due to DAABHS within seven (7) calendar days of the request. Should a corrective action plan be submitted, the CMHC shall ensure that all corrective actions presented in the plan are fully implemented within the specified timeframes.</p> <p><del>2<sup>nd</sup> incident: The Vendor shall be assessed a penalty in the amount of five percent (5%) of the amount allocated to the Vendor by the State for ASH related services in the month of the occurrence of the 2<sup>nd</sup>.</del></p> <p>2<sup>nd</sup> incident: The Vendor shall be assessed a penalty in the amount of five percent (5%) deducted from the total monthly scheduled payment to the Vendor by the State for Expanded services in the month of the occurrence of the 2<sup>nd</sup> incident.</p> <p>3<sup>rd</sup> incident: DHS reserves the right to impose stricter penalties that may include additional financial penalties</p>

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		and/or up to the termination of the contract.
<p><b>4. Provision of Services to Individuals related to the Arkansas State Hospital</b></p> <p>The Vendor shall provide the below services in accordance with the requirements of the RFQ Section 2.3.2.B to individuals who need medically necessary services, are not a member of a PASSE, or when requested by DHS, including those:</p> <ul style="list-style-type: none"> <li>• On the ASH Waiting List.</li> <li>• ASH clients who are awaiting discharge.</li> <li>• ASH clients after discharge.</li> <li>• Community-based 911 Status individuals.</li> </ul> <p>Service array to these populations shall include:</p> <p>i) Care Coordination (including, at a minimum, the pursuit of appropriate insurance coverage for the individual).</p> <p>ii) Medically necessary services available under the current Outpatient Behavioral Health Services and Adult Behavioral Health Services for Community Independence manuals to assist and support with stabilization during the wait period for those awaiting admission to ASH or for those individuals discharging from ASH who are uninsured or underinsured.</p> <p>iii) Club House or Drop-In Model Services may be utilized when appropriate.</p> <p>iv) Securing acute hospitalization with another provider if a bed is not available at ASH and documenting all efforts toward placement. The Acute Care Funds through this contract must be utilized as a payor of last resort.</p> <p>v) For all clients discharging from ASH the first appointment must be a scheduled appointment no later than seven (7) after discharge, and the appointment cannot be a “walk-in” appointment.</p> <p>vi) ASH will coordinate discharge planning with the original referring CMHC. If a</p>	<p>These services must be provided and documented for State review. The services must be provided one hundred percent (100%) of the time they are required, as determined by DAABHS.</p> <p>Note: if a Vendor misses multiple required services for a single individual this shall count as multiple instances of insufficient performance and not a single instance for a single individual.</p>	<p>1<sup>st</sup> incident (<i>i.e.</i> DAABHS finds a single instance where an ASH Waiting List Client did not receive a required service in accordance with these standards): An acceptable Corrective Action Plan will be due to DAABHS within seven (7) calendar days of the request. Should a corrective action plan be submitted, the CMHC shall ensure that all corrective actions presented in the plan are fully implemented within the specified timeframes.</p> <p>2<sup>nd</sup> incident: The Vendor shall be assessed a penalty in the amount of five percent (5%) <del>of the amount allocated deducted from the total monthly scheduled payment</del> to the Vendor by the State for ASH related services in the month of the occurrence of the 2<sup>nd</sup> incident.</p> <p>3<sup>rd</sup> incident: DHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</p>

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<p>Therapeutic Community placement is deemed medically necessary, the original referring CMHC is responsible for payment for the TC services.</p>		
<p><b>5. Forensic Evaluation Services</b></p> <p>The Vendor must provide Act 327, 328 and Act 310 Forensic Evaluations for court-ordered individuals in accordance with the requirements of the RFQ Section 2.3.2.C. In the performance of each Forensic Evaluation each CMHC must adhere to the following:</p> <p>i) Produce a diagnosis and detailed data substantiating the written opinion of the evaluator and any other information required by current Arkansas Law for each Act 327, 328, and Act 310 Forensic Evaluation within required timeframes.</p> <p>ii) Ensure a Qualified Psychiatrist or Qualified Psychologist is available to complete evaluations within required timeframes.</p> <p><del>iii) Complete and submit all Forensic Evaluations to the originating court, ASH, and DAABHS within sixty (60) days of the filed-marked court order date unless otherwise specified. If the Community Mental Health Center is unable to complete the forensic evaluation within the sixty (60) day timeframe, ASH/DAABHS must be notified immediately.</del></p> <p>iii) Perform all evaluations within the timeframes established by DAABHS or Arkansas Law, whichever is shorter.</p> <p>iv) Notify the Forensic Services Program Director of the scheduled date of any Forensic Evaluation within five (5) business days of the primary notification from ASH.</p> <p>v) Appear in court to give testimony following the Forensic Evaluation and attend annual updates of the forensic certification course approved by DHS.</p> <p>vi) Provide specific reasoning in a letter to the courts and submit the case file for ASH/DAABHS to review for the deferral of any answers to legal questions required.</p>	<p>These services must be provided and documented for State review. The services must be provided one hundred percent (100%) of the time they are required, as determined by DAABHS.</p> <p>Vendor must notify DAABHS of the scheduled date for all forensic evaluations within two (2) business days of receiving the order from DAABHS.</p> <p>All Act 327 and 328 forensic evaluations must be submitted to DAABHS Forensics within forty-five (45) days of judge's order.</p> <p>All Act 310 forensic evaluations must be submitted to DAABHS Forensics no fewer than fifteen (15) days prior to the expiration of the Act 310 court order.</p> <p>All forensic evaluations, and other forensics evaluations specified by DAABHS Forensics, must be submitted to DAABHS Forensics with a Treatment Recommendation Report completed by a psychiatrist, psychologist or behavioral health clinician who did not perform the forensic evaluation and in a</p>	<p>DAABHS may deduct fifty dollars (\$50) from Vendor's total scheduled monthly payment for each instance in which Vendor fails to notify DAABHS of scheduled evaluations as specified in acceptable performance.</p> <p>DAABHS may deduct two-hundred and fifty dollars (\$250) dollars from Vendor's total monthly scheduled payment for each Act 327, 328 and 310 forensic evaluation not received within the timeframes specified in acceptable performance. This penalty may also apply to forensic evaluations not passing a DAABHS-established quality assurance process before the date evaluations are due to the Court.</p> <p>DAABHS may deduct one hundred dollars (\$100) from Vendor's total monthly scheduled payment for each forensic evaluation submitted without a Treatment Recommendation Report as specified in acceptable performance.</p> <p>DAABHS may deduct five-hundred dollars</p>

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<p>vii) When necessary, a court certified interpreter must be utilized for Forensic Evaluations.</p> <p>viii) Vendor must replace and/or engage forensic evaluator within thirty (30) days after the designated personnel separates from employment.</p> <p>ix) As a quality measure, DHS reserves the right to request review of any Forensic Evaluation prior to court submission for a time to be determined by DHS.</p>	<p>format specified by DAABHS Forensics.</p> <p>Vendor must appear in court as scheduled and confirmed with the Court and when notified of subpoena ahead of time one hundred percent (100%) of the time throughout the contract term as determined by DAABHS. Vendor must submit a court appearance form for each court appearance with invoice.</p>	<p>(\$500) from Vendor's total monthly scheduled payment for each instance of Vendor failure to meet acceptable performance standards with respect to court appearances.</p> <p><del>1<sup>st</sup> incident (i.e. DAABHS finds a single instance where Forensic Evaluation services were not rendered in accordance with these standards): An acceptable Corrective Action Plan will be due to DAABHS within seven (7) calendar days of the request. Should a corrective action plan be submitted, the CMHC shall ensure that all corrective actions presented in the plan are fully implemented within the specified timeframes.</del></p> <p><del>2<sup>nd</sup> incident: The Vendor shall be assessed a penalty in the amount of ten percent (10%) of the amount allocated to the Vendor by the State for Forensic Evaluation services in the month of the occurrence of the 2<sup>nd</sup> incident.</del></p> <p><del>3<sup>rd</sup> incident: DHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</del></p>
<p><b>6. Forensic Outpatient Restoration</b></p>	<p>These services must be</p>	<p>1<sup>st</sup> incident (i.e.</p>

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<p><b>Program Services</b></p> <p>The Vendor must provide clinical and medically necessary behavioral health services through a Forensic Outpatient Restoration Program (FORP) in accordance with the requirements of the RFQ Section 2.3.2.D. In the performance of these duties each Community Mental Health Center must adhere to the following:</p> <p>i) FORP clients must have their first appointment within seven (7) days of referral to the Vendor.</p> <p>ii) If the beneficiary fails to arrive for any appointment, the Vendor must notify ASH by the <del>close of business</del> <b>next business day following</b> <del>on</del> the day of the missed appointment.</p> <p>iii) Vendor must present the most current, approved educational curriculum to each Client receiving FORP services both in jail and in the community.</p> <p>iv) Conduct a Psychiatric Assessment (PA) as part of the FORP services for any Client that has not received a PA within the past six (6) months.</p> <p>v) Produce a weekly progress update on each Client receiving FORP services including the Client's name, date of services rendered, location of services provided, types of services rendered, name of staff member providing services, and current status/progress report to send to the ASH/DAABHS Forensic Services Program Director within time frames and by methods of transmission specified by ASH/DAABHS.</p> <p>vi) Complete all FORP services within a six (6) month timeframe of the original court-order file date. If the CMHC is unable to complete all FORP services within the six (6) month timeframe, ASH/DAABHS must be notified immediately.</p> <p>vii) Request ASH inpatient admission for any Client that the Community Mental Health Center cannot restore as an outpatient Client within six (6) months of the original court-order</p>	<p>provided and documented for State review. The services must be provided one hundred percent (100%) of the time they are required, as determined by DAABHS.</p>	<p>DAABHS finds a single instance where Forensic Outpatient Restoration Program services were not rendered in accordance with these standards):</p> <p>An acceptable Corrective Action Plan will be due to DAABHS within thirty (30) calendar days of the request.</p> <p>Should a corrective action plan be submitted, the CMHC shall ensure that all corrective actions presented in the plan are fully implemented within the specified timeframes.</p> <p>2<sup>nd</sup> incident: The Vendor shall be assessed a penalty in the amount of five percent (5%) of the amount allocated to the Vendor by the State for FORP services in the month of the occurrence of the 2<sup>nd</sup> incident for each thirty (30) day period the Community Mental Health Center is not in full compliance with all requirements.</p> <p>3<sup>rd</sup> incident: DHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</p>

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<p>file date from the ASH/DAABHS Forensic Service Program Director.</p> <p>viii) Request an ACT 310 Forensic Re-Evaluation through the ASH/DAABHS Forensic Services Program Director if a Client has been determined as restored to competency.</p> <p>ix) Submit invoices for all FORP services rendered during the previous month to the ASH/DAABHS Forensic Services Program Director on or before the tenth (10<sup>th</sup>) of each month.</p> <p>x) Replace and/or engage clinical services personnel within thirty (30) days after the designated personnel separates from employment.</p> <p>xi) Utilize the appropriate payer source if any outpatient services are reimbursable by a payor source other than this contract.</p>		
<p><b>7. First Episode of Psychosis Services</b></p> <p>The Vendor must provide clinically appropriate and medically necessary services to persons experiencing their First Episode of Psychosis (FEP) in accordance with the requirements of the RFQ Section 2.3.2.F. In the performance of these duties each CMHC must adhere to the following:</p> <p>i) Track and clearly document all community education and awareness efforts regarding persons experiencing a FEP. Vendor must provide at least <del>weekly</del> <b>twice monthly</b> community education and awareness events during each month the contract is in place. On-going public education must include written literature to be distributed in the community and all activities must be documented. Without limitation, publication and communication efforts must be addressed to each of the following at least every six (6) months:</p> <ul style="list-style-type: none"> <li>• High-school counselors/teachers.</li> <li>• College counseling centers.</li> <li>• Primary care physician's offices.</li> <li>• Law enforcement.</li> <li>• Juvenile court and juvenile probation</li> </ul>	<p>These services must be provided and documented for State review. The services must be provided one hundred (100%) of the time they are required, as determined by DAABHS.</p>	<p>1<sup>st</sup> incident (<i>i.e.</i> DAABHS finds a single instance where an eligible FEP individual did not receive appropriate services in accordance with these standards): An acceptable Corrective Action Plan will be due to DAABHS within thirty (30) calendar days of the request. Should a corrective action plan be submitted, the Community Mental Health Center shall ensure that all corrective actions presented in the plan are fully implemented within the specified timeframes.</p> <p>2<sup>nd</sup> incident: The Vendor shall be assessed a penalty in the amount of five percent (5%) of the</p>

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<p>officers.</p> <ul style="list-style-type: none"> <li>• Emergency departments.</li> <li>• Jails.</li> <li>• Homeless shelters.</li> </ul> <p>ii) Track and clearly document the specific evidenced-based model of treatment utilized for each Client who is newly diagnosed and new Clients who are diagnosed with psychosis or have received the diagnosis for the first time within the last two (2) years, within the targeted age group of fifteen (15) to thirty-four (34).</p> <p>iii) Track and clearly document all outcomes related to FEP services including suicidality, psychiatric hospitalizations, substance use, prescription adherence, side effects of psychotropic medications prescribed, and the Client's level of functioning with regards to ability to initiate/maintain involvement in educational setting, employment setting, and social connectivity.</p> <p>iv) Complete ongoing assessment of suicidality for FEP persons at each visit.</p> <p>v) May include Club-house or Drop-in Model services, when appropriate.</p> <p>vi) Utilize the appropriate payer source if any outpatient services are reimbursable by a payor source other than this contract.</p>		<p>amount allocated to the Vendor by the State for FEP services in the month of the occurrence of the 2<sup>nd</sup> incident for each thirty (30) day period the Community Mental Health Center is not in full compliance with all requirements.</p> <p>3<sup>rd</sup> incident: DHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</p>
<p><b>8. Provision of Services to Non-Medicaid Individuals who Meet the Criteria for Serious Mental Illness</b></p> <p>i) The Vendor shall provide Care Coordination (including, at a minimum, the pursuit of appropriate insurance coverage for the individual).</p> <p>ii) The Vendor may provide Club House or Drop-In Model Services to individuals with Serious Mental Illness (SMI) who are uninsured or underinsured, in accordance with the requirements of the RFQ Section 2.3.2.E.</p> <p>iii) For services not available through the individual's insurance carrier, the Vendor shall provide medically necessary services available under the current Outpatient</p>	<p>These services must be provided and documented for State review. The services must be provided one hundred (100%) of the time they are required, as determined by DAABHS.</p>	<p>1<sup>st</sup> incident (<i>i.e.</i> DAABHS finds a single instance where an eligible SMI individual did not receive appropriate services in accordance with these standards): An acceptable Corrective Action Plan will be due to DAABHS within thirty (30) calendar days of the request. Should a corrective action plan be submitted, the Community Mental Health Center shall ensure that all</p>

Service Criteria <sup>1</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>2</sup>
<p>Behavioral Health Services and Adult Behavioral Health Services for Community Independence manuals to assist and support with stabilization. This is specific to services not available through the individual's insurance carrier, not the number of services an insurance carrier will cover. The Vendor must contact insurance carrier if they believe an increased number of certain services are medically necessary. These contract funds can only be used when the insurance carrier has denied extension of benefits on the requested services and this documentation must be included in the client's medical record.</p> <p>iv) The Vendor shall document any request for, and provision of, these services.</p>		<p>corrective actions presented in the plan are fully implemented within the specified timeframes.</p> <p>2<sup>nd</sup> incident: The Vendor shall be assessed a penalty in the amount of five percent (5%) <del>of the amount allocated</del> deducted from the total monthly scheduled payment to the Vendor by the State for SMI services in the month of the occurrence of the 2<sup>nd</sup> incident for each thirty (30) day period the CMHC is not in full compliance with all requirements.</p> <p>3<sup>rd</sup> incident: DHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</p>
<p><b>9. Community-Based Services and Support</b></p> <p>The Vendor shall develop community partnerships and collaborations with relevant agencies, stakeholders, and groups within the Vendor's Region in accordance with the requirements of the RFQ Section 3.2.G.</p> <p>i) In offering community-based services, the Vendor must maintain local behavioral health and community resource directory, as well as demonstrate an on-going public information and education campaign to educate the local community with information about available resources, hours of operation, contact information, and how to access the agencies' services, including Crisis Services. Information and education activities must take place at least once a month. Vendor must</p>	<p>These services must be provided and documented for State review. The services must be provided one hundred (100%) of the time they are required, as determined by DAABHS.</p>	<p>1<sup>st</sup> incident (<i>i.e.</i> DAABHS finds a single instance where Community-Based Services and Support were not offered in accordance with these standards): An acceptable Corrective Action Plan will be due to DAABHS within thirty (30) calendar days of the request. Should a corrective action plan be submitted, the CMHC shall ensure that all corrective actions presented in the plan are fully implemented</p>

Service Criteria <sup>1</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>2</sup>
<p>develop flyers, publicize by advertisement in local media, and ensure a broad array of local referral resources are included in the campaign efforts. Local referral resources may include, but are not limited to other behavioral health providers, substance use disorder treatment providers, physician offices, law enforcement, jails, homeless shelters, civic groups, emergency departments, schools, and colleges.</p> <p>ii) The Vendor must support a Consumer Council, provide parent training, community tragedy response, and community resource center.</p> <p>iii) The Vendor may utilize contract funds for participation in Mental Health Courts.</p> <p>iv) The Vendor must utilize contract funds for jail diversion.</p>		<p>within the specified timeframes.</p> <p>2<sup>nd</sup> incident: The Vendor shall be assessed a penalty in the amount of five percent (5%) <del>of the amount allocated deducted from the total monthly scheduled payment</del> to the Vendor by the State for Community-Based Services and Support in the month of the occurrence of the 2<sup>nd</sup> incident for each thirty (30) day period the CMHC is not in full compliance with all requirements.</p> <p>3<sup>rd</sup> incident: DHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</p>
<p><b>10. Title XX Social Services Block Grant (SSBG) Services</b></p> <p>The Vendor must deliver SSBG Services under Title XX for traditional and non-traditional support and services for all Clients who are at or below one hundred percent (100%) of the federal poverty level in accordance with the requirements of the RFQ Section 2.3.2.H. In the performance of these duties each Community Mental Health Center must adhere to the following:</p> <p>i) Provide allowable services in service code sections 29, 38, 43, and 56 of the most current version of the SSBG manual as specified by the RFQ in Section 2.3.2.H.</p> <p>ii) Follow all applicable federal guidelines.</p> <p>iii) Complete the DHS 100 form.</p>	<p>These services must be provided and documented for State review. The services must be provided one hundred percent (100%) of the time they are required, as determined by DAABHS.</p>	<p>1<sup>st</sup> incident (<i>i.e.</i> DAABHS finds a single instance where Title XX SSBG Services were not rendered in accordance with these standards): An acceptable Corrective Action Plan will be due to DAABHS within thirty (30) calendar days of the request. Should a corrective action plan be submitted, the CMHC shall ensure that all corrective actions presented in the plan are fully implemented within the specified timeframes.</p>

Service Criteria <sup>1</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>2</sup>
<p>iv) Keep receipts of purchases and send billing to DHS monthly when accessing this funding.</p> <p>v) SSBG dollars must be utilized for eligible services before any other payor source for these activities can be utilized.</p>		<p>2<sup>nd</sup> incident: The Vendor shall be assessed a penalty in the amount of five percent (5%) of the amount allocated to the Vendor by the State for Title XX SSBG Services in the month of the occurrence of the 2<sup>nd</sup> incident for each thirty (30) day period the CMHC is not in full compliance with all requirements.</p> <p>3<sup>rd</sup> incident: DHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</p>
<p><b>11. Records and Reporting Services</b></p> <p>The Vendor must provide regular and ad hoc data, reports, and plans in accordance with the requirements of the RFQ Section 3.5. In the performance of these duties each Community Mental Health Center must adhere to the following:</p> <p>i) Complete data entry that consistently reflects required data points no later than the tenth (10<sup>th</sup>) working day for the previous month.</p> <p>ii) Comply with compilation and submission of any ad hoc reports requested by DAABHS in a within three (3) business days of request.</p> <p>iii) Upon request, Vendor must provide to DHS documentation and reporting that is client specific and includes at a minimum, first name, last name, date of birth, social security number and service/s rendered.</p> <p>iv) Comply with DHS/DAABHS billing instructions and deadlines.</p>	<p>These requirements must be provided and documented for State review. They must be maintained one hundred percent (100%) of the time they are required, as determined by DAABHS.</p>	<p>1<sup>st</sup> incident (<i>i.e.</i> DAABHS finds a single instance where records and reporting services were not rendered in accordance with these standards): An acceptable Corrective Action Plan will be due to DAABHS within thirty (30) calendar days of the request. Should a corrective action plan be submitted, the CMHC shall ensure that all corrective actions presented in the plan are fully implemented within the specified timeframes.</p> <p>2<sup>nd</sup> incident: DHS will withhold payment for all services through this contract if reports are not submitted within</p>

<b>Service Criteria<sup>1</sup></b>	<b>Acceptable Performance</b>	<b>Damages for Insufficient Performance<sup>2</sup></b>
<p>v) Undergo an annual audit of overall operations by the Division of Legislative Audit Council, submit a budget to DHS, DAABHS and the Arkansas Legislative Council, and go through the budget procedures process. Budgets shall be submitted based on operating revenues and expenses of each CMHC and each CMHC shall provide information related to financial status required by the Legislative Council and/or Joint Budget Committee.</p> <p>vi) Comply with the current DHS incident reporting policy and use the DHS-required form for incident reporting.</p> <p>vii) Report budget information, unduplicated Client identification, Maintenance of Effort (MOE), and quality improvement activities on an annual basis.</p> <p>viii) Develop and maintain appropriate patient records in an electronic health record system.</p> <p>ix) Submit a copy the full review report, and any deficiencies noted and required remedies imposed by TJC, COA, or CARF to DAABHS within five (5) business days of receipt.</p>		<p>required timelines. This will include year-end close out. Non-compliance, or repeated non-compliance with any deadlines may result in subsequent year funding cuts.</p> <p>3<sup>rd</sup> incident: DHS reserves the right to impose stricter penalties that may include additional financial penalties and/or up to the termination of the contract.</p>
<p><b>12. Conflict of Interest Mitigation</b></p> <p>During the term of this contract, Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. Vendor shall disclose all actual, apparent, or potential conflicts of interest to the DHS within five (5) days of having knowledge of them. Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract</p>	<p>Vendor will be fined five thousand dollars (\$5,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose.</p> <p>Vendor shall be fined one-hundred thousand dollars (\$100,000) 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>

Service Criteria <sup>1</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>2</sup>
<p><b>13. Billing the Appropriate Payor – Fee for Service</b></p> <p>As explained in the RFQ, in most instances this Contract’s funds are only accessible if another payor (such as Medicaid, Medicare, or private insurance) is not otherwise available. Each Vendor is required to bill these other available payors instead of billing the State for services rendered on a fee-for-service basis.</p> <p>Additionally, Vendor shall demonstrate ongoing staff development and recruitment processes to ensure good stewardship of state and federal funds.</p>	<p>The Vendor must bill available payors instead of billing the State on a fee-for-services basis. The Vendor must comply with this requirement one hundred percent (100%) of the time.</p>	<p>In each instance that the State finds that it was billed, on a fee-for-service basis, for the rendering of services that would have been billable to another payor, the State shall assess a damage equal to one hundred fifty percent (150%) of the amount billed to the State that should have been billed to a different payor.</p>
<p><b>14. Billing the Appropriate Payor – Accessing Block Grant Funds</b></p> <p>As explained in the RFQ, in most instances this Contract’s funds are only accessible if another payor (such as Medicaid or private insurance) is not otherwise available.</p> <p>Also as detailed in the RFQ, Vendors are required to maintain records of when block grant funds were accessed to fund the provision of services.</p> <p>Thus, in each instance that a Vendor accesses block grant funds for the provision of Contract services (and documents it accordingly), the Vendor must first assure that other payors were not otherwise available.</p>	<p>The Vendor must only access block grant funds when other payors were not available. The Vendor must comply with this requirement one hundred percent (100%) of the time.</p>	<p>In each instance where the State finds that block grant funds were accessed when other payors should have been accessed the State shall assess damages in the amount of one hundred fifty percent (150%) of the amount improperly accessed from the block grant.</p> <p>Only services appropriately rendered from the block grant funds will be considered in the calculation of future block grant amounts.</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.