

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

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

- I. The contractor must comply with all statutes, regulations, codes, ordinances, 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>Delivery of Services</p> <ol style="list-style-type: none"> Contractor shall provide group home services, including treatment planning, leadership of the treatment team, case management, clinical and administrative supervision, twenty-four (24) hour crisis intervention, and discharge planning, in compliance with the Minimum Licensing Standards for Child Welfare Agencies: Placement Child Welfare Agency. Contractor shall provide all necessary services in a Residential Group Home (GH) setting to juveniles referred by the Division of Youth Services (DYS) and who have been assessed to require intensive residential group home services for whom outpatient and short-term outpatient treatment is inappropriate. Contractor shall accept all DYS referrals made by the DYS Treatment Team. The Contractor shall not discharge a youth prior to completion of the program without prior DYS approval. Contractor shall only accept juveniles referred by DHS into DHS-funded beds subject to bed availability. Contractor shall have written authorization (RS-9 form) from DYS for each juvenile placed in DYS-funded beds on file. If a bed is available upon receipt of referral by DYS, the Contractor shall transport the juvenile from the juvenile's current DYS facility location, or another location specified by DYS, to Contractor's group home within three (3) working days of receiving the referral. The Contractor shall transport any juveniles who need a referral from their primary care doctor within ten (10) calendar days of admission to the contractor's program as directed by DYS. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DYS.</p> <p>Vendor shall submit to program audits by DYS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall 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' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>8. The Contractor shall, upon approval from DYS, arrange for visits with the juvenile by community-based providers, Provider-led Arkansas Shared Savings Entity (PASSE) care coordinators, independent assessors, child welfare caseworkers, and other entities as approved by DYS, while the juvenile is in residence at the Contractor's program. Documentation of any such visits shall be maintained by the Contractor in the juvenile's individual case file for review by DYS.</p> <p>9. The Contractor shall encourage involvement of the juvenile in Restorative Justice activities (e.g., victim-offender mediation, victim impact panels, community service projects) and familiarize the juvenile with community resources. All social activities in the community shall require DYS preapproval.</p>		
<p>B. Individualized Treatment Planning and Service Provision</p> <p>1. The Contractor shall complete a timely needs assessment of each juvenile referred by DYS and admitted into the Contractor's program. All documents must be entered into the Juvenile Justice Information System (JJIS), currently known as Rite Track.</p> <p>a. The Contractor shall perform a screening and assessment of the individualized treatment needs of each DYS juvenile admitted within five (5) calendar days of admission, based on the DYS Treatment Team goals, and maintain written documentation of the assessment in the juvenile's individual case file.</p> <p>b. The Contractor shall use a standardized and validated screening and assessment tool.</p> <p>c. A copy of all assessment tools used shall be provided to DYS for review and approval.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DYS.</p> <p>Vendor shall submit to program audits by DYS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall 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' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until</p>

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<p>2. The Contractor shall develop an Individualized Treatment Plan (ITP), based on the contractor's assessment and in conjunction with the DYS Treatment Team, designed to address the individual juvenile's identified goals. The focus should be on the goals identified in the DYS Treatment Team Plan. The ITP shall be completed and submitted via JJIS within ten (10) calendar days of admission to the contractor's program.</p> <p>3. The Contractor shall begin providing all services identified in the juvenile's ITP within fourteen (14) calendar days of the juvenile's admission to the contractor's program.</p> <p>4. The Contractor shall provide an Independent Living Skills (ILS) program for all juveniles referred by DYS and admitted to the Contractor's program a minimum of one (1) time per week for fifty-five (55) minutes each time. A copy of the current ILS curriculum shall be provided to DYS for its review and approval prior to implementation. The ILS must include, at a minimum, the following components:</p> <ul style="list-style-type: none"> a. Money management; b. Food preparation; c. Nutrition; d. Health; e. Housekeeping; f. Parenting classes and g. Job skills, including at least: <ul style="list-style-type: none"> 1) Application completion; 2) Interview techniques; and 3) Work etiquette. <p>5. The Contractor must provide the appropriate level of substance abuse education or substance treatment to any juvenile who has been assessed as needing substance abuse services. A copy of the substance abuse curriculum shall be provided to DYS for its review and approval.</p> <p>6. The Contractor's program must provide trauma-informed services for</p>		<p>Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>clients placed in their program as deemed clinically necessary.</p> <p>7. The Contractor must provide the following services without limitation to each juvenile as outlined in the juvenile's ITP:</p> <ul style="list-style-type: none"> a. Individual sessions with a mental health clinician shall be held at a minimum of one (1) time per week for a minimum of fifty-five (55) minutes or as deemed clinically necessary. b. A cognitive behavioral treatment (CBT) curriculum that incorporates principles of risk, need and responsivity a minimum of three (3) times per week for fifty-five (55) minutes each time. The contractor shall provide to DYS for its review and approval the cognitive behavioral curriculum it plans to use in its program. c. Aggression replacement training (ART) group provided two (2) times a week for fifty-five (55) minutes each time. d. Family sessions with juvenile's legal caregiver/guardian provided a minimum of one (1) time per month for fifty-five (55) minutes or as deemed clinically necessary. Attempts to involve appropriate family members/legal guardian(s) shall be documented in the juvenile's case file. <p>8. All services provided to the juvenile must be documented in the juvenile's case file.</p> <p>9. Any variance to the prescribed counseling/therapy/group schedule resulting in any missed sessions must be documented in the juvenile's case file. Any session(s) missed due to holiday is acceptable but must be noted in each juvenile's case file. In the event of an extended absence of the juvenile's assigned counselor or</p>		

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<p>therapist (any absence over five (5) business days), arrangements must be made for a temporary replacement and documented in the juvenile's case file.</p> <p>10. The Contractor shall develop and implement a visitation plan for the parents or guardian unless the court has relieved the juvenile's parents or guardian from responsibility or authority for the juvenile. Contractor shall schedule weekly telephone calls between the juvenile and the juvenile's custodial parents or legal guardian. Contractor shall only approve and facilitate home passes or special off-campus family visits with prior written approval from DYS.</p> <p>11. Each ITP must be maintained as part of the individual juvenile records and must be reviewed at least every thirty (30) calendar days and updated as appropriate. ITPs and monthly updates to ITPs must be entered in JJIS by the tenth (10th) day of the next month. These updates shall include but are not limited to the following:</p> <ul style="list-style-type: none"> a. Description of daily activities performed to implement the ITP, to include group sessions and individual sessions; b. Documentation of the juvenile's progress toward meeting; individual treatment objectives; c. Documentation of any mental health or medical diagnoses; d. Description of the juvenile's intellectual and behavioral functional level; e. Documentation of restorative justice services; f. Documentation of therapy sessions to include group and individual sessions (i.e., the date, time, who provided the individual and group sessions); g. Educational reports; h. Incident reports; i. Summary of any court order treatment reviews along with copies of any court orders; and 		

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<p>j. Detailed plans for aftercare and discharge to the community.</p> <p>12. The Contractor shall ensure that treatment plans for juveniles referred by DYS are developed and stated in observable, measurable, specific, and time-limited goals/objectives/target dates, date implemented, and progress updated by qualified and appropriately licensed individuals.</p> <p>13. All narratives and case notations must be signed and dated by the professional completing the documentation.</p>		
<p>C. Health Care</p> <p>1. The Contractor shall be responsible for providing for the medical and mental health needs (including without limitation: medical, dental, mental health and any acute psychiatric care) of all DYS-referred juveniles under Contractor's care as needed and as indicated in the juvenile's ITP. Contractor shall be responsible for scheduling and providing transportation to all off-site medical and mental health scheduled appointments.</p> <p>2. The Contractor shall seek, facilitate, cooperate, certify, and promote the use of Medicaid funds for all available services by contacting DYS/DHS Medicaid personnel during the pre-placement process. The Contractor shall cooperate with and assist DYS in seeking, facilitating, and documenting that Medicaid funds were sought for all eligible services for juveniles referred by DYS and admitted to the Contractor's program.</p> <p>3. The Contractor shall develop and maintain a daily on-site sick call protocol; the protocol must be approved by DYS and address any minor medical complaints or concerns by juveniles.</p> <p>4. The Contractor shall also develop and maintain acute off-site medical or</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DYS. Compliance will also be verified during licensing review and site visits.</p> <p>Vendor shall submit to program audits by DYS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall 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' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>mental health protocols approved by DYS. The Contractor shall provide transportation to and from all scheduled mental health and medical appointments to include, scheduling of doctor, dentist, and eye appointments and emergency off-site visits.</p> <p>5. The Contractor shall maintain records which reflect that the needed medical and mental health treatment (including without limitation: medical, dental, mental health and any acute psychiatric care) was delivered. The records shall, at a minimum, reflect presenting symptoms, the name and address of physician or other licensed health care professional to whom youth was referred, their diagnosis, prognosis, and medical treatment plan, as well as a record of the contractor's compliance with all physician orders. Contractor shall submit certification of those services with the monthly billing to DYS that includes the date, time, and place, along with who provided the service and the type of service provided.</p> <p>6. The Contractor shall provide to DYS all medical documentation for medical and mental health services provided immediately upon request by DYS. The Contractor shall maintain a separate confidential medical file for each juvenile in a locked and secure location onsite.</p> <p>7. The Contractor shall follow all federal Health Insurance Portability and Accountability Act (HIPAA) privacy and security rules regarding the juvenile's mental health and medical records.</p> <p>8. The Contractor shall have a licensed mental-health professional(s) to meet the mental/behavioral health and crisis mental health needs of all DYS-referred juveniles in Contractor's care. The Contractor shall keep a copy of all current mental health</p>		

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<p>licenses for each mental health professional employed by them.</p> <p>9. All staff employed by the Contractor shall be trained in trauma-informed care and suicidal ideation, along with training on the suicide prevention protocol developed by the contractor and approved by DYS and demonstrate expertise in managing youth in crisis. This training shall be a part of new hire orientation and annual in-service training. The Contractor shall keep a copy of the training in each staff's personnel file.</p> <p>10. The Contractor shall ensure that any medications required by juveniles are administered and monitored by appropriately licensed medical professional or supervise the self-administration of medications by the juvenile. The Contractor shall keep a list of medications, including over-the-counter medications, and any controlled substances it maintains. A signed doctor's order must be kept on all medications, including over-the-counter medications, and any controlled substances it maintains. A Medication Administration Record (MAR) must be kept on all medications dispensed to each juvenile by the contractor.</p> <p>11. Contractor shall provide for any unmet needs identified on the discharge summary with recommendations for follow up. This documentation shall include all presenting mental health and medical problems and treatment provided.</p>		
<p>D. Environment</p> <p>1. The Contractor shall comply with all local, state, and federal health and sanitation rules and regulations. A current copy of health and sanitation certificates and all reports must be submitted to DYS, and a copy kept on file and available for inspection by DYS.</p> <p>2. The Contractor must submit and have on file current fire inspection</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall 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' payment to the provider</p>

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<p>demonstrating full compliance with federal, state, and local fire codes for a community residential facility. The contractor shall keep a log of all required fire drills and severe weather drills.</p> <p>3. The Contractor shall ensure that all facility staff are trained in security measures and emergency procedures during orientation and at least annually as part of in-service training. The Contractor shall maintain documentation of this training, including training materials employed, the dates such training was conducted, and the names of staff members in attendance at each training session.</p> <p>4. The Contractor shall adhere to reporting requirements and time frames specified in DYS Policy (which includes notification to the Child Abuse Hotline where applicable) and any subsequent amendments to these policies, procedures, or guidelines. DYS will notify appropriate officials of the Arkansas Department of Human Services (DHS) of incidents where applicable.</p> <p>5. The Contractor shall adhere to all DYS policies, procedures, and directives regarding the reporting of any incidents and situations where juveniles referred by DYS and admitted to the contractor's program are AWOL (escaped, absconded, or absent without the facility's permission).</p> <p>6. The Contractor shall adhere to all DYS policies, procedures, and directives concerning suicide prevention and intervention regarding juveniles referred by DYS in residence at the Contractor's facility.</p> <p>7. The Contractor shall ensure that only qualified and properly trained staff works directly with juveniles referred</p>	<p>Vendor must submit a monthly certification of compliance form with monthly invoice to DYS.</p>	<p>for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>by DYS in residence at the Contractor's facility. The Contractor shall maintain documentation to show that all staff are trained in professional conduct and appropriate relationships with juveniles.</p> <p>8. The Contractor shall ensure that the facility where juveniles referred by DYS are in residence, including all recreational, educational, treatment, and service areas, is designed, constructed, and furnished in a manner to minimize the risk of suicide, assault, abuse, or maltreatment.</p> <p>9. The Contractor shall submit Contractor's policies and procedures, including those for suicide risk management and intervention, to DYS within five (5) calendar days of the effective date of the contract. Contractor's policies and procedures must be approved by DYS and must meet the requirements of DYS Policy and Procedures Section. After review by DYS, should the facility procedure be determined to not meet the requirements specified, the Contractor shall submit amendments to the facility procedure to DYS to bring the procedures into compliance within fifteen (15) calendar days after receiving such notice. These policies and procedures shall be reviewed annually and updated as necessary.</p> <p>10. The Contractor shall maintain a permanent daily residential log on each living unit, which details each room check during hours which juveniles are confined to their room for any reason or placed in a time out room. This logbook shall also serve as the living units' daily logbook, logging all activities that occur both on and off the unit to include formal counts, movement off and onto the unit, all activities occurring on the unit.</p> <p>11. The Contractor shall follow all DYS directives, policies, and procedures.</p>		

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<p>12. The Contractor shall maintain compliance with the Prison Rape Elimination Act (PREA).</p> <p>13. All DYS clients must be housed in separate room spaces from all non-DYS clients.</p>		
<p>E. Education</p> <p>1. The contractor shall ensure that each youth who is of compulsory school age receives the required number of educational hours per the Arkansas Department of Education (ADE), Division of Elementary and Secondary Education (DESE) in an appropriate school-based setting, whether provided onsite or offsite in a public education setting or through Virtual Arkansas (a DYS-contracted online education system). If provided onsite, the Contractor shall employ the appropriate number of ADE-appropriately licensed teachers in each subject matter provided. The contractor shall ensure any youth with an Individualized Educational Plan or a 504 Educational Plan, or who is eligible or has received other specialized educational services, continues to receive such services while in the group home. The Contractor shall ensure any youth who is pursuing a GED is receiving appropriate GED services, whether provided onsite or offsite in a public education setting. Contractor shall coordinate with DYS Educational Department as needed to ensure full compliance with educational requirements and for any educational consultation.</p> <p>2. The Contractor shall ensure all youth are properly enrolled in school, whether provided onsite, offsite or through Virtual Arkansas. The Contractor must ensure that each DYS juvenile housed in their group home is receiving the required hours of classroom instruction as mandated by ADE.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DYS.</p> <p>Vendor shall submit to program audits by DYS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall 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' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>3. The Contractor shall review the course of study provided by a local public or private school district to determine that the Academic Improvement Plan (AIP), Individual Education Plan (IEP), 504 Individual Education Plan, if applicable, is being addressed for each juvenile referred by DYS and admitted into the Contractor's program and shall report academic information obtained from a local public or private school district in the manner and format required by DYS policies, procedures, and guidelines.</p> <p>4. The Contractor shall provide all known academic information to the local public or private school district and request that the local public or private school district develop and implement a written IEP or 504 plan, if applicable, which meets all state and federal requirements, including DESE rules and regulations for those juveniles who require such plans, and that the most current plan is on file and submitted to the DYS education department.</p> <p>5. The Contractor shall request and maintain the educational records for all juveniles referred by DYS and placed in the Contractor's facility from the local public or private school district.</p> <p>6. The Contractor shall record and report all academic information for each juvenile in the manner and format required by DYS policies, procedures, and guidelines.</p> <p>7. The Contractor shall allow DYS, DESE, and any other authorized agency access to all DYS juvenile records pertaining to education.</p> <p>8. Student Success Plans shall be completed within thirty (30) academic days of admission for juveniles admitted directly from assessment.</p> <p>9. GED Program implementation, if applicable, shall occur within one</p>		

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<p>(1) academic day of admission.</p> <p>10. Assessments for literacy and math remediation to determine strengths and weaknesses shall be reviewed or completed within ten (10) academic days. Remediation assignments shall be determined based on results.</p> <p>11. Credit Recovery class enrollment, including summer school, shall be completed as designated by DHS.</p> <p>12. "Child Find" evaluation and referral, if applicable, shall be completed within thirty (30) academic days.</p> <p>13. Transfer, IEP, and 504 conferences shall be completed within thirty (30) days of arrival.</p>		
<p>F. Aftercare Planning and Discharge</p> <p>1. The Contractor shall actively engage in the development of the aftercare plan and the exchange of information relative to the juvenile with the designated aftercare provider. The Contractor shall maintain documentation of all contacts with the aftercare worker in each juvenile's record to include records forwarded to the aftercare worker.</p> <p>a. The Contractor shall provide a copy of all records and a copy of the discharge plan to the designated aftercare provider at least forty-five (45) calendar days prior to discharge.</p> <p>b. The Contractor shall notify the aftercare worker of the established transfer date at least forty-five (45) calendar days prior to discharge or immediately if there is any change in the transfer date.</p> <p>c. The Contractor shall cooperate with the aftercare provider in scheduling any aftercare conferences with the client, the client's legal caregiver/guardian, and the aftercare provider. The Contractor shall sign one hundred percent (100%) of</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DYS.</p> <p>Vendor shall submit to program audits by DYS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall 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' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining</p>

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<p>aftercare plans to document the contractor's participation in aftercare conferences and knowledge of the plan(s).</p> <p>d. The Contractor shall upload the discharge summary into JJIS forty-five (45) days prior to the youth's discharge. A signed copy of the discharge summary must also be provided to the DYS Case Coordinators.</p> <p>e. The Contractor shall submit a Status Change for Juveniles in DYS Custody (RS-9 form) in the manner required by DYS with an accompanying transfer or discharge summary to support the recommendation whenever the assigned counselor and/or therapist indicates the transfer or discharge of the juvenile from the group home is appropriate.</p> <p>f. The Contractor shall ensure that the appropriate staff attends any scheduled court hearings in their client's delinquency cases without being subpoenaed and provides testimony and documentation as requested. If a juvenile is required to attend a hearing in a case other than their delinquency case, program staff shall be required to attend as directed by DYS.</p> <p>g. The Contractor's therapist and case manager shall actively participate in developing the aftercare plan in cooperation with the client, the client's legal caregiver/guardian and the aftercare worker.</p> <p>h. The Contractor must participate with the juvenile in the independent assessment for Medicaid PASSE program</p> <p>i. The Contractor shall upload the final agreed upon aftercare plan and signed discharge summary in JJIS within ten (10) calendar days from scheduled discharge from the group home.</p> <p>2. The Contractor shall transport the juvenile to the recommended post-</p>		<p>a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>discharge placement if approved by DYS. The Contractor shall ensure appropriate transport arrangements are made for the juvenile if discharged to community.</p> <p>3. The Contractor shall not transfer or discharge a juvenile referred by DYS from the Contractor's program nor return a juvenile to DYS nor place in juvenile detention center "time out" without prior authorization from DYS.</p> <p>4. The Contractor shall provide written notification to the designated community-based provider of anticipated discharge of a juvenile referred by DYS at least forty-five (45) calendar days prior to the discharge. A copy of the notification shall be maintained by the Contractor in the juvenile's individual case file for review by DYS.</p>		
<p>G. Quality Improvement</p> <p>1. The Contractor shall have a quality improvement process in place with personnel designated for implementing quality improvement processes. At a minimum, the Contractor must identify the personnel responsible for implementing quality improvement processes, their position in the organization via organizational chart, and the processes and corresponding structures in place for maintaining high quality services, program and curriculum fidelity, and monitoring all outcomes.</p> <p>2. Contractor must cooperate with all DHS and DYS quality assurance monitoring site visits. This may be done by DHS and/or DYS employees or by groups contracted with DHS/DYS.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DYS.</p> <p>Vendor shall submit to program audits by DYS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall 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' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until</p>

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<p>H. Organization, Staffing, and Accreditation</p> <ol style="list-style-type: none"> 1. The Contractor 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, have two (2) years' experience in placement or treatment, and be currently licensed in Arkansas as a mental health professional (as recognized by Arkansas Medicaid). 2. The Contractor shall employ at least one (1) Caseworker who shall coordinate the implementation of the treatment plan. The Caseworker shall be a qualified master's-level behavioral health professional and shall be supervised by the Clinical Director. 3. All therapy and counseling shall be provided by qualified therapists who are master's level clinicians licensed in Arkansas as therapists and in good standing before the licensing board. 4. Contractor shall ensure at least a one (1) staff to every eight (8) juveniles ratio (1:8) during the hours that youth are awake. The Contractor shall also ensure sufficient staff to provide adequate and continuous supervision of youth. Staffing shall be adequate to provide for visitation, transportation to health care appointments off-site, and access to school programming and other scheduled activities. 5. During waking hours, the Contractor shall ensure that all juveniles referred by DYS in residence at the Contractor's facility are supervised at all times. Movement within the facility 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DYS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall 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' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>and to destinations outside the facility must be highly structured to ensure safety and security or supervised continuously.</p> <p>6. During sleeping hours, and any other time a juvenile is placed in his/her room or time out room, the Contractor shall ensure that all juveniles referred by DYS and in residence at the Contractor's facility are visually monitored through room checks at least every fifteen (15) minutes. During sleeping hours, the Contractor shall ensure a continuous ratio of direct care staff of no less than one (1) staff member for twelve (12) juveniles (1:12). If the contractor uses a house parent model, neither the house parent's children nor any other relative or guest of the house parents shall be present on the housing units of DYS youth at any time nor in any other location that DYS youth might be present.</p> <p>7. The Contractor shall maintain documentation of appropriate supervision of staff that meets board/regulatory requirements.</p> <p>8. Contractor shall identify a minimum of one (1) staff member who shall be responsible for implementing quality improvement processes.</p> <p>9. Contractor shall maintain on-site, readily accessible copies of all required credentials, licenses, and certifications for staff who are required by state laws, rules, or regulations to be licensed and shall notify DYS immediately upon any changes in licensure, certification status, and any reports produced by DCCECE or the Child Welfare Agency Review Board in relation to contractor. Contractor must meet Minimum Licensing Standards for Child Welfare Agencies: Placement Child Welfare Agency.</p>		
<p>I. Reports and Billing</p> <p>1. The Contractor shall submit a certification that services have been</p>	<p>Acceptable performance is defined as one hundred</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall</p>

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<p>rendered in accordance with the Scope of Work and shall enter the required juvenile information into the Juvenile Justice Information System (JJIS) in conjunction with their monthly billing by the tenth (10th) day of the following month. The billing must include the assurance that residential group home services have been provided in compliance with all applicable performance indicators of this contract.</p> <p>2. Contractor shall submit all requests for reimbursement for services to DYS no later than the tenth (10th) working day of the following month via JJIS. Only signed original invoices will be accepted. Contractor shall attach supplemental documentation.</p> <p>3. 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. Only juveniles physically in the facility shall be counted for the midnight census and for billing purposes.</p> <p>4. The Contractor shall monitor monthly expenditures of services. Contractor shall not exceed the total liability of the contract without prior written approval from the DYS.</p> <p>5. The Contractor shall provide DYS with monthly individual progress reports for each juvenile placed and currently in residence at the Contractor's facility. If a juvenile is not in the contractor's program for a full month, a partial monthly report shall be entered into JJIS. These monthly progress reports must be entered in the JJIS by the tenth (10th) day of the following month.</p> <p>6. The Contractor shall submit an</p>	<p>percent (100%) compliance with all service criteria and standards for acceptable performance 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 DYS.</p> <p>DYS will monitor billing for compliance.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DYS.</p>	<p>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' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

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<p>annual report detailing an independent fiscal audit, program specific for the group home (GH), or a single audit report with a supplemental schedule listing GH revenue and expenditures and the year-end total of GH days provided to clients of the program, certified by a Certified Public Accountant in accordance with generally accepted accounting principles. The fiscal audit report shall contain detailed revenue and expenditures for GH. The report must be submitted directly to the DHS Office of Payment Integrity and Audit 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>J. Male Sex Offender Group Home Requirements</p> <ol style="list-style-type: none"> 1. The Contractor shall meet all requirements of the RFQ as outlined in the Scope of Work along with providing the specialty of developing a comprehensive juvenile sex offender curriculum. 2. The Contractor shall use The Association for the Treatment of Sexual Abusers (ATSA) <u>Adolescent Practice Guide</u> in developing a comprehensive sex offender treatment, milieu, and program structure. The treatment used shall be evidence-based principles of correctional intervention – risk, need, and responsivity. The milieu and program structure must, at a minimum, be research informed with demonstrated effectiveness in treating juvenile sex offenders. 3. The Contractor shall agree to abide by the Association for the Treatment of Sexual Abusers Professional Code of Ethics (2017). 4. The Contractor shall use the Juvenile Risk Assessment Tool (J-RAT), both the J-RAT (Rich, 2009) and the J-RAT/IR (Interim Reassessment), for 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Vendor must submit a monthly certification of compliance form with monthly invoice to DHS.</p>	<p>1st Incident: DHS shall deduct two-hundred and fifty dollars (\$250) per day per offence from the total billing for the month in which the deficiency took place.</p> <p>2nd incident: A ten percent (10%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The ten percent (10%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor</p>

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<p>all juveniles referred by DYS for sex offender treatment.</p> <p>5. The Contractor shall employ the appropriate number of professionally licensed and clinically trained practitioners who are experienced in providing direct clinical services (assessment, individual and/or group treatment) to individuals who have engaged in sexual offending behavior.</p> <p>6. The Contractor must ensure the appropriate level of programming is being provided, which shall include both weekly individual counseling and daily group sessions as outlined in the approved sex offender curriculum along with being trained in the Juvenile Risk Assessment Tool (the J-RAT (Rich, 2009) and J-RAT/IR (Interim Reassessment). The Contractor shall be responsible for ensuring the fidelity of the milieu and treatment curriculum and programming being delivered.</p> <p>7. The Contractor shall ensure all staff, as part of their new hire orientation, are trained in the treatment milieu and program curriculum and components. The Contractor shall keep a copy of each staff's training in the staff's personnel file.</p>		<p>Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>K. Mandated Reporting Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect that:</p> <ol style="list-style-type: none"> a. A child has been subjected to child maltreatment; b. A child died as a result of child maltreatment; 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>For each failure to report, DHS may impose:</p> <ol style="list-style-type: none"> 1. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or 2. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the

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<p>c. A child died suddenly and unexpectedly; or</p> <p>d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment.</p> <p>or</p> <p>e. An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment.</p> <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p>		<p>projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>L. Performance Bonding</p> <p>The Contractor shall be required to obtain performance bonds to protect the State's interest as follows:</p> <ol style="list-style-type: none"> 1. The amount of the performance bonds shall be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>Damages shall be one percent (1%) per day, calculated using the annual contract amount, for each day Vendor fails to meet the Performance Bonding Requirements specified in Service Criteria.</p> <p>In addition, Vendor's continued failure to meet Service Criteria, may result in a below standard Vendor</p>

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<p>2. The State shall require additional performance bond protection when a contract price is increased or modified.</p> <p>3. The additional performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.</p> <p>4. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice.</p>		<p>Performance Report (VPR) maintained in the vendor file and contract termination.</p> <p>Failure to provide is a breach of contract and may result in immediate contract termination.</p>
<p>M. Conflict of Interest Mitigation During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>The Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p>N. 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</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.</p>

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delivered to DHS no more than fifteen (15) days following the contract end date.		
<p>O. Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</p> <ol style="list-style-type: none"> 1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request. 2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. 3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A). <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements.</p>	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<ol style="list-style-type: none"> 1. For each failure to meet performance standard, DHS may impose: <ol style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above, Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and accurately provide the requested information and documents.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a</p>

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		Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.

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.