

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

Pursuant to Ark. Code Ann. 19-11-267 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. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
- 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:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
Applicable to both CRT and SRP		
<p>Facilities All facilities must be certified by Joint Commission on Accreditation of Healthcare Organization (JCAHO), or Commission on Accreditation of Rehabilitation Facilities (CARF), now known as Rehabilitation Accreditation Commission, or the Council on Accreditation (COA). Certification must be maintained throughout the duration of the contract.</p> <p>Contractors must be currently enrolled as a Medicaid Provider and must maintain enrollment throughout the duration of the contract.</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 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>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>
Comprehensive Residential Treatment		
<p>Licensing Standards A. Contractors providing subacute care and sexual rehabilitation services that are residential facilities shall provide medically and psychologically necessary residential treatment in accordance with the most updated Minimum Licensing Standards for Child Welfare Agencies issued by the Division of Child Care and Early Childhood</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable</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</p>

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<p>Education (DCCECE), incorporated herein by reference https://humanservices.arkansas.gov/wp-content/uploads/DCCECE_Minimum-Licensing-Standards-for-Child-Welfare-Agencies-Residential_01012020.pdf.</p> <p>B. Contractors that are acute care hospitals shall provide medically and psychologically necessary residential treatment in accordance with the most updated Regulations and Interpretive Guidelines for Hospitals issued by the Centers for Medicare and Medicaid Services (CMS) incorporated herein by reference and must be licensed by the Arkansas Department of Health (see link below). https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/downloads/om107ap_a_hospitals.pdf</p>	<p>performance throughout the contract term as determined by DHS.</p>	<p>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>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>General Requirements The following requirements are applicable to all CRT levels of care:</p> <p>A. All services must be provided in accordance with Medicaid standards.</p> <p>B. The Contractor shall perform an assessment of all DCFS clients admitted and maintain documentation of the assessment on file.</p> <p>C. The Contractor shall administer tests, acceptable to DCFS, to determine each client's specific needs.</p> <p>D. Testing may be standardized or developed by the Contractor, provided that the latter shall conform to generally accepted medical/psychiatric standards.</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 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</p>

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		<p>the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>Sub-Acute Care</p> <p>A. The Contractor shall develop and implement a treatment plan for all DCFS clients.</p> <p>B. The Contractor shall provide services in accordance with each client's treatment plan.</p> <p>C. The contractor shall initiate, sustain, and document involvement with the client's family including parent/guardians whose parental rights have been reinstated. However, this is not required when the court has relieved the client's parents/guardians of any responsibility or authority for the client or the contractor has documented unsuccessful efforts to contact the family.</p> <p>D. The treatment plan shall be submitted to the DCFS placing county office within 30 days of admission.</p> <p>E. The Contractor shall notify and give a copy of the discharge plan to the DCFS Family Service Worker fourteen (14) calendar days in advance of the client's discharge.</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 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>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on</p>

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<p>F. Requirements in IFB Section 2.4.6 (F – W) apply to both acute and sub-acute care.</p>		<p>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>Acute Care</p> <p>A. The Contractor shall provide all psychological and medical need assessments according to the Arkansas Department of Health rules and regulations contained in Attachment H, incorporated herein by reference.</p> <p>B. The Contractor shall develop and implement a treatment plan in conformity with the Minimum Licensing Standards for Child Welfare Agencies, Section 400.</p> <p>C. The Contractor shall maintain written progress reports for each client accepted for placement, and all transfers or discharges.</p> <p>D. Every ninety (90) days, the Contractor must review and update the individualized plans of care for each client.</p> <p>E. A DCFS client shall not be discharged without DCFS written approval. The Contractor must submit a written request, discharge plan, and aftercare referrals to DCFS prior to each client’s discharge from the program.</p> <ol style="list-style-type: none"> 1. The written request is emailed to Rachel Tiffée at the Behavioral Health unit: Rachel.tiffée@dhs.arkansas.gov 2. If a child is a danger to self or others and appropriate placement is available for such child, the department may waive the requirement for a planned discharge and allow an emergency discharge. <ol style="list-style-type: none"> i. Documentation shall be provided to DCFS stating the specific behavior 	<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 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>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>supporting the conclusion that the child is a danger to self or others.</p> <p>ii. Contractor must report in writing all internal interventions rendered with no success. A waiver request must be made to DCFS- Behavioral Health Unit and approval received in writing prior to the emergency discharge. If MHU staff is not available, the Assistant Director of Community Support is to be contacted at (501) 682-8541. After hours, on holidays or weekends, calls will not be received and should be made as soon as possible on the next working day.</p> <p>F. The Contractor shall maintain contact with the assigned DCFS Family Service Worker for one hundred percent (100%) of the youth referred.</p> <p>G. Upon request, the Contractor must provide information and court testimony to DCFS.</p> <p>H. Upon request from the DCFS Family Service Worker, the Contractor must furnish information and arrange visits with the youth while in the program.</p> <p>I. Contractor shall be responsible for ensuring the child's service needs, including medical needs are met. Contractor shall, in conjunction with DCFS, seek, facilitate, cooperate, certify, and promote the use of Medicaid and/or PASSE funds for whatever services are applicable by getting a Certificate of Need (CON) whenever a client is eligible based on the CON criteria.</p> <p>J. The Contractor shall ensure that the client's service needs including routine medical needs are met daily covering immediate and preventative care (appointment and transportation).</p> <p>K. The Contractor shall ensure that any needed psychotropic medications are administered and monitored by personnel</p>		

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<p>licensed by state of Arkansas to administer psychotropic medicine.</p> <p>L. The Contractor shall maintain records for one hundred percent (100%) of DCFS clients. Records for DCFS clients must document that the needed medical treatment or other care was provided and must include all presenting problems, medical symptoms, physician identification, diagnosis, prognosis, treatment protocols, listing of all funding sources, and proof of compliance with physician orders. Certification of medical services must be submitted to DCFS with the monthly billing.</p> <p>M. The Contractor shall cooperate with DCFS to, seek, facilitate, and document that Medicaid and/or PASSE funds for all eligible services were sought for all DCFS clients who were Medicaid eligible.</p> <p>N. Contractor shall be responsible for meeting the relevant education requirements for residential treatment centers or acute care hospitals relevant to Contractor's facility type. The Contractor shall initiate, supervise, and document individual education plan and shall ensure that educational services are provided in compliance with Arkansas and federal law including Department of Education (DOE) rules and regulations.</p> <p>O. The Contractor shall maintain client educational records.</p> <p>P. The Contractor shall allow DCFS and the Arkansas Department of Education access to all client records pertaining to education.</p> <p>Q. The Contractor's educational records will be reviewed by DCFS no less than annually.</p> <p>R. Contractor shall provide a secure environment which protects the public, the staff, and residents.</p>		

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<p>1. The Contractor shall maintain sufficient staff on duty to provide a safe and secure facility.</p> <p>2. The Contractor shall provide 24-hour awake supervision (staff is not asleep during the time he/she is responsible for supervision of juveniles) of DCFS youth referred to the facility.</p> <p>S. The Contractor shall adhere to the Department of Human Services Incident Reporting Policy No. 1090 incorporated herein by reference (See Attachment G). In the event of a runaway, the Contractor shall strictly follow DHS Incident Reporting Policy no.1090 in one hundred percent (100%) of the cases. http://hs.ar.gov/images/uploads/policies/DHS%20Policy%201090.pdf</p> <p>1. The Contractor shall notify law enforcement in the youth's home county or local county where the youth is believed to be and the youth's parents or guardians.</p> <p>2. For all other incidents, the Contractor shall complete Incident Report and fax (501-682-8991) to DCFS within twenty-four (24) hours of the incident and follow-up with hard copy.</p> <p>a) Any incident involving death, life-threatening injury, runaway, or an incident which may be reported in the media, shall be immediately reported within ten (10) minutes to DCFS by phone during regular business hours, Monday through Friday and after hours and holidays to DCFS identified 24-hour phone line (1-800-482-5964) and a written report must be submitted by fax on the same day and followed by a hard copy.</p> <p>b) The Contractor and its agents shall pursue all legal remedies, including</p>		

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<p>filing criminal charges in a court of competent jurisdiction, against a client who has committed any delinquent act unless the Contractor, or its agents can demonstrate that such action would be therapeutically counter indicated.</p> <p>T. Contractor shall notify the Child Abuse and Neglect Hotline (1-800-482-5964) and DCFS of any suspected abuse or neglect, as required by state law and DHS policy of a youth residing in the facility.</p> <ol style="list-style-type: none"> 1. The Contractor shall notify the Child Abuse and Neglect Hotline (1-800-482-5964) of one hundred percent (100%) of the cases of suspected abuse or neglect, as required by state law and DHS policy. The Contractor shall notify DCFS by the next business day of all reports of suspected abuse or neglect involving youth in the custody of DHS. 2. The Contractor shall immediately, within fifteen (15) minutes, notify the Child Abuse and Neglect Hotline of all cases (100%) of suspected child abuse or neglect. 3. The Contractor shall notify DCFS of all reports (100%) of suspected cases of abuse or neglect involving youth in the custody of DHS. <p>U. The Contractor shall provide for discharge of youth from the program. The Contractor shall produce a letter of recommendation for the mental health treatment team to review. Discharge summaries may be provided at the date and time of discharge to the DCFS family service work.</p> <p>V. The Contractor shall furnish a copy of the following reports within the timeframes specified by DCFS:</p> <ol style="list-style-type: none"> 1. <u>Annual Reports</u> A report detailing an independent fiscal audit, certified by a Certified Public Accountant in accordance with generally accepted accounting 		

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<p>principles, of the program shall be submitted to the Fiscal Audit Section of the Office of Chief Counsel, Department of Human Services, within 120 days at the end of the contract period.</p> <p>2. <u>Monthly Reports</u> The Contractor shall, by the 10th working day of the month, for the preceding month, furnish to the MHU a monthly report containing the following:</p> <ul style="list-style-type: none"> a) List of youth referred by the Department of Human Services currently being served on contract, date of placement, reason for contract placement, and efforts towards discharge. b) List of youth referred for placement into the services purchased by DCFS and/or Medicaid, by source of referral noting youth accepted for placement and those not accepted with the reason why. c) Name of youth discharged from the program, including the dates of admission and discharge. d) For youth discharged from the program: <ul style="list-style-type: none"> 1) Date that DCFS received notice of discharge and copy of discharge summary 2) Placement where the youth was discharged to (e.g. home, another residential treatment facility, DCFS facility); and e) Other information as requested by DCFS related to clinical and programmatic issues. <p>W. In rare circumstances, a client may need one-to-one treatment. Contractor shall submit a written request to DCFS for authorization prior to providing services along with a copy of physician orders. DCFS reserves the right to deny or</p>		

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<p>approve requests for one-to-one treatment. If one-to-one treatment is provided, the Contractor shall not bill more than the hourly rate of non-licensed direct care staff for one-to-one treatment.</p>		
<p>Sexual Rehabilitation Program Services</p>		
<p>Licensing</p> <p>A. Contractors providing sexual rehabilitation services must be licensed under Arkansas law for the independent practice of social work or counseling to provide all diagnosis, evaluation, and therapy. Personnel providing direct client service shall have a current Arkansas license and degree in one or more of the following: psychology, psychological examiner, licensed associate counselor under appropriate supervision, licensed professional counselor, licensed master social worker under appropriate supervision, licensed certified social worker, licensed psychologist, or psychiatrist. Licensures must be maintained throughout the duration of the contract.</p> <p>B. Contractors providing subacute care and sexual rehabilitation services that are residential facilities shall provide medically and psychologically necessary residential treatment in accordance with the most updated Minimum Licensing Standards for Child Welfare Agencies issued by the Division of Child Care and Early Childhood Education (DCCECE), incorporated herein by reference https://humanservices.arkansas.gov/wp-content/uploads/DCCECE_Minimum-Licensing-Standards-for-Child-Welfare-Agencies-Residential_01012020.pdf.</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>Personnel that do not maintain licensure shall not provide services under this contract.</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>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>Diagnosis</p>	<p>Acceptable performance is</p>	<p>1st Incident: A Corrective Action Plan</p>

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<p>Contractor shall develop and implement an individualized case plan within thirty (30) days of client's acceptance into the program. The individualized case plan shall be submitted to the responsible DCFS county office within thirty (30) days after admission to the program.</p>	<p>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>(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>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>Evaluation</p> <p>A. Contractor shall perform a psychosexual assessment of each client referred within ten (10) business days after receipt of the referral and maintain a copy of the referral packet and assessment report.</p> <p>B. Testing may be standardized or developed by the contractor provided the latter shall conform to general accepted medical/psychiatric standards as stated in the American Psychological Association Standards and be acceptable to DCFS.</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 for each thirty (30) day</p>

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<p>C. The contractor shall maintain accurate and complete copies of all assessments performed on site. The completed assessment report shall provide a recommendation(s) for treatment, assessment of risk for sexual re-offense, assessment of risk for non-sexual offending, prognosis, and mental health diagnosis. The completed written assessment report must be faxed or mailed to the responsible DCFS caseworker within five (5) days after completion of the assessment interview with the client. The Contractor shall be responsible for confirming the DCFS caseworker's receipt of the written assessment.</p>		<p>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>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>Therapy Contractor shall provide out-patient therapy services solely to children and youth who have been prior authorized by DCFS. One hundred percent of referrals shall have written authorization from the Manager of the Mental Health Unit or designee. The contractor shall submit a certification of services and a list of DCFS clients being served to the MHU of DCFS with monthly billing by the 10th day of the following month.</p> <p>Contractor shall provide services in accordance with each client's identified areas of need based on the psychosexual report including but not limited to:</p> <ul style="list-style-type: none"> • Acknowledgement of Offense • Cognitive distortions • Cycle of Abuse • Human Sexuality • Sexual arousal patterns • Victim Empathy • Social Skills Development 	<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 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>In addition to the above</p>

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<p>Contractor shall initiate, sustain, and document involvement with the client’s family, except when a court of competent jurisdiction has relieved the client’s parents/guardian of any responsibility or authority for the client. Contractor shall maintain progress reports for each client accepted for therapy. Monthly progress reports must be sent to the responsible DCFS county office by the 10th day of the following month.</p> <p>Contractor shall review and update the individualized case plan every ninety (90) days. The contractor shall include the responsible DCFS caseworker and client’s family in the review and update of the individualized case plan. The updated case plan must be signed and dated by the parent, DCFS caseworker, and child, if age 10 or above.</p> <p>Contractor shall maintain adequate contact with the referring DCFS County Office for all referred clients. The contractor shall provide information on request, including any requested affidavits, to the assigned DCFS caseworker. Contractor shall provide courtroom testimony as requested by DCFS.</p> <p>Contractor, in coordination with DCFS, shall seek, facilitate, cooperate, certify, and promote the use of Medicaid and private insurance funds for whatever services are applicable. The contractor and DCFS shall jointly seek, facilitate, and document that Medicaid and/or private insurance funds were used for any and all eligible services, and that Medicaid was sought for all clients that are Medicaid eligible. All sources of funding including Medicaid shall be identified and submitted with the billing.</p> <p>The contractor shall notify the Child Abuse and Neglect Hotline (1-800-482-5964) of the cases of suspected abuse or neglect, in accordance with state law. The contractor shall notify DCFS by the next business day of all reports of suspected abuse or neglect involving youth referred by or in the custody of DHS. The contractor shall always comply with A.C.A. 12-12-507 in the reporting of suspected abuse or neglect. The contractor shall notify DCFS of all reports (100%) of suspected cases</p>		<p>penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>of abuse or neglect involving youth referred by or in the custody of DHS.</p> <p>Contractor shall notify and provide a written discharge summary report, to the assigned DCFS Family Service Worker thirty (30) days prior to the anticipated discharge date. Upon discharge from the program, an exit conference will be held which involves participation from outside resources, as the contractor deems appropriate, to determine the overall effectiveness of the individualized case plans. This conference, at a minimum, must include the DCFS Family Service Worker and the client's parent(s) or guardian. The contractor must adequately document the exit conference and ensure involvement of the required parties.</p>		
<p>Reporting The Contractor shall submit the following reports:</p> <p>A. Annual Reports An annual report detailing an independent fiscal audit, certified by a Certified Public Accountant in accordance with generally accepted accounting principles, of the program must be submitted to the Fiscal Audit Section of the Office of Chief Counsel, Department of Human Services, 120 days after contract end date. A written summary that includes measurable results of the performance indicators must be provided to the division no later than thirty (30) days after the contract end date.</p> <p>B. Monthly Reports Contractor shall by the 10th working day of the month, for the preceding month, provide to DCFS Mental Health Unit, a monthly report containing the following:</p> <ol style="list-style-type: none"> 1. List of youth referred for placement and outpatient SR therapeutic services by DCFS and/or Medicaid/private insurance by source of the referral. 2. Name of each youth discharged from the program, including the dates of admission and discharge. 3. For clients discharged from the program: 	<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 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>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full</p>

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<ul style="list-style-type: none"> a) Date the DCFS County office was sent notice of discharge and copy of discharge summary. b) Placement to which the client was discharged (e.g., home, residential treatment facility or DYS facility). 		<p>compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p>Payment and Invoicing</p> <ul style="list-style-type: none"> A. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency. B. The State shall not be invoiced in advance of delivery and acceptance of any goods or services. C. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole. D. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice. E. Other sections of this <i>Bid Solicitation</i> may contain additional requirements for invoicing. F. Selected vendor must be registered to receive payment and future <i>Bid Solicitation</i> notifications. Vendors may register on-line at https://www.ark.org/vendor/index.html. G. The Contractor shall submit monthly reports documenting their cooperation and due diligence exercised in qualifying DCFS clients for Medicaid including Certificates of Needs (CON's). H. BILLING/REIMBURSEMENT: Monthly billing must be submitted to Mental Health Unit by the 10th day of the following month. Attached to the billing will be a monthly summary of clients served by each program and certification of compliance along with performance indicators submitted to (MHU) I. The monthly summary must identify the client by name, social security number, and Medicaid number. The billing will clearly 	<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 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>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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>

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<p>identify the number of units for each client served by the specific program (e.g., residential treatment). DCFS will not be responsible for billing received outside this timeframe but, will consider each case on an individual basis.</p> <p>J. Invoices must be developed on-line through the PROVIDER INVOICE ENTRY (PIE) at PROVIDER INVOICE ENTRY (PIE). Only signed original invoices will be accepted. Upon request, Contractor shall provide a copy of the PASSE denial for treatment and include date of request for services.</p> <p>K. Contractor shall use Foster Care Board payments (Clothing and Personal Needs) received for each client exclusively for that client's needs. The amounts are stated below and in the DCFS Family Services Policy and Procedure Manual, Policy (VII-L) Financial Support to Foster Parents. Contractor agrees to follow the procedures stated in the Family Foster Parent Handbook, Pub-030, pages 25-26 addressing use of the board payment (Residential Treatment Centers only). Contractor must maintain written documentation of the date and amount of payment of the foster care board payment (clothing and personal needs) received. Foster Care Board Payments shall be made to the Contractor for each client in the following amounts without limitation or as provided in the most recent DCFS Family Services Policy and Procedure Manual, Policy (VII-L) Financial Support to Foster Parents:</p> <table border="1" data-bbox="212 1524 734 1837"> <thead> <tr> <th data-bbox="212 1524 423 1587"><u>Age</u></th> <th data-bbox="423 1524 574 1587"><u>Clothing</u></th> <th data-bbox="574 1524 734 1587"><u>Personal Needs</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="212 1587 423 1650">Birth through 5 years</td> <td data-bbox="423 1587 574 1650">\$45.00</td> <td data-bbox="574 1587 734 1650">\$15.00</td> </tr> <tr> <td data-bbox="212 1650 423 1713">6 through 11 years</td> <td data-bbox="423 1650 574 1713">\$50.00</td> <td data-bbox="574 1650 734 1713">\$25.00</td> </tr> <tr> <td data-bbox="212 1713 423 1776">12 through 14 years</td> <td data-bbox="423 1713 574 1776">\$60.00</td> <td data-bbox="574 1713 734 1776">\$30.00</td> </tr> <tr> <td data-bbox="212 1776 423 1837">15 through 17 years</td> <td data-bbox="423 1776 574 1837">\$70.00</td> <td data-bbox="574 1776 734 1837">\$35.00</td> </tr> </tbody> </table>	<u>Age</u>	<u>Clothing</u>	<u>Personal Needs</u>	Birth through 5 years	\$45.00	\$15.00	6 through 11 years	\$50.00	\$25.00	12 through 14 years	\$60.00	\$30.00	15 through 17 years	\$70.00	\$35.00		
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Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>L. With monthly invoice, Contractor shall submit a monthly certificate of compliance with performance indicators using the document provided by DCFS.</p> <p>M. With monthly invoice, Contractor shall maintain written monthly documentation detailing use of the personal needs and clothing amount for each foster client.</p> <p>N. Contractor shall be responsible for the return to DHS/DCFS any funds received for a client discharged from the program if the funds are received after discharge.</p> <p>O. In the event that Medicaid rates are applied, contractor must invoice the Arkansas Medicaid rates based on the date of service according to the current fee schedule at https://humanservices.arkansas.gov/divisions-shared-services/medical-services/helpful-information-for-providers/fee-schedules/</p> <p>P. Contractor must submit all requests for reimbursement to the DCFS Specialized Placement Unit for approval. Monthly billing must be submitted to SPU by the 10th day of the following month. Attached to the billing will be a monthly summary of clients served by each program and certification of compliance. The monthly summary must identify the client by name, social security number, and Medicaid number. The billing must clearly identify the number of units for each client served by the specific program (e.g. residential treatment). DCFS will not be responsible for billing received after the 10th of the following month but will consider each case on an individual basis. The contractor shall submit the contractor's certificate of compliance with performance indicators. Invoices must be developed on-line through the Provider Invoice Entry (PIE) at https://dhs.arkansas.gov/dcfs/pie/login.aspx Only signed original invoices will be accepted.</p>		
<p>S. Mandated Reporting</p>	<p>Acceptable performance is defined</p>	<p>For each failure to report, DHS may impose:</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>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> <ul style="list-style-type: none"> a. A child has been subjected to child maltreatment; b. A child died as a result of child maltreatment; c. A child died suddenly and unexpectedly; or d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. or 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>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>as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<ul 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 projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. <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>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>T. 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>U. Transition Planning Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file. Final payment may be withheld from the vendor until all elements of the transition are satisfied as determined by DHS.</p>
<p>X. 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</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.</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

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements.</p>	<p>DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<p>in which the deficiency took place; or</p> <p>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> <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 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>

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.