

# ARKANSAS DEPARTMENT OF HUMAN SERVICES PERFORMANCE BASED CONTRACTING

## COUNSELING SERVICES

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, 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 contract program deliverables and performance indicators to be performed by the contractor are:

Performance Measures		
Service Criteria <sup>1</sup>	Acceptable Performance	Results of Insufficient Performance <sup>2</sup>
<b>Contractor Qualifications</b>  1. The business entity must be a corporation, professional association or a limited liability corporation authorized to do business in Arkansas.	One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.	1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.  2nd Incident: Payment may be withheld or reduced from the previous month's invoice.  3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.

<sup>1</sup> Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

<sup>2</sup> The results set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

<p>2. Counseling Services shall be provided by professionals licensed for independent practice in the state of Arkansas in the disciplines of Social Work, Counseling, or Psychology or by professionals meeting one of the following exceptions:</p> <ul style="list-style-type: none"> <li>• A Licensed Master of Social Work (LMSW) supervised by a Licensed Certified Social Worker (LCSW);</li> <li>• A Licensed Associate Counselor (LAC) supervised by a Licensed Professional Counselor (LPC);</li> <li>• A Licensed Psychological Examiner (LPE) supervised by a psychologist</li> </ul>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Required licensures and proof of supervision will be maintained throughout the contract period.</p> <p>Verification of staff credentials shall be provided to DCFS upon request.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>3. Contractor shall not employ for services through this contract any person whose name appears on the registry as an offender of a true report of child maltreatment or who has an offense prohibited by Arkansas Code Annotated § 9-28-409 criminal records and child maltreatment checks.</p> <p>Contractor shall submit to the DCFS Counseling Program Manager, the results of a check with the Arkansas Maltreatment Central Registry and a criminal background check for any current or prospective employee providing services through this contract. The contractor shall keep documentation of these results on file and available for audit by DHS.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>4. Contractor must have a minimum of two (2) years' experience in individual, family, and/or group therapy. Provider must have experience providing counseling in home, community, natural environment and office based.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a</p>

	Submission of a monthly certification of compliance with performance indicators by the tenth (10 <sup>th</sup> ) day of the month will document acceptable contractor performance.	below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.
5. Counseling services shall be provided by professionals with expertise and experience in trauma-informed care.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>The contractor will maintain a record of training, certification or expertise in trauma-informed care for each licensed mental health professional providing services under this contract.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
6. Contractor shall notify DCFS of any changes in personnel impacting the contracted services and provide documentation to DCFS of new personnel with their qualifications prior to the delivery of services.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>

<p>7. Contractor shall notify DCFS Program Manager of any changes in the business entity which include, but are not limited to business entity existence, name change of the business, new location of the business, new telephone numbers and contact person.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p><b>Delivery of Services</b></p> <p>1. Contractor and DCFS Supervisor or designee shall collaborate to determine appropriateness of referrals. Contractor shall inform the DCFS Supervisor initially by email when there is a question concerning the appropriateness of a referral.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>2. The contractor shall accept all DCFS referrals allowable within the limitations of the contract budget.</p> <p>NOTE: Referrals for services in adjacent counties to where the contractor responded may be sent to the contractor.</p> <p>Contractor must accept referrals outside of their primary contracted area contingent on their availability of staff and contract funding.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p>

	Submission of a monthly certification of compliance with performance indicators by the tenth (10 <sup>th</sup> ) day of the month will document acceptable contractor performance.	3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.
3. Contractor shall keep a referral log that documents all referrals as well as the reason for any refused referrals.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
4. Contractor shall not perform duties in addition to Counseling Services duties if such activities would interfere with service delivery of counseling services to families.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>

<p>5. The contractor shall provide counseling services for each referral for up to twelve (12), one hour sessions, over a period of up to four (4) months.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>6. Extension of Counseling Services must be pre-approved in writing by DCFS Program Manager if services extend beyond the initial twelve (12) sessions or if the timeframe extends beyond four (4) months.</p> <p>The contractor shall maintain the written approval in the counseling client case record.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>7. Contractor shall ensure that services will continue, uninterrupted, if a therapist is unavailable for an extended period of time.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10)</p>

	<p>performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>8. Contractor shall initiate services to client families referred by DCFS within ten (10) working days of receipt of the referral.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>9. Contractor shall develop an assessment and treatment plan that addresses strengths and needs of the client and family. The individual client/family treatment plan goals and objectives must be measurable and short term.</p> <ul style="list-style-type: none"> <li>The contractor must request the DCFS functional assessment, the Child and Adolescents Needs and Strengths (CANS) or the Family Advocacy and Support Tool (FAST) and its corresponding case plan from the family service worker assigned to the client/family.</li> <li>The contractor must utilize the CANS or FAST</li> </ul>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR)</p>

<p>when developing treatment plan for each referred client.</p> <p>Vendor shall produce a report containing the following without limitation:</p> <ul style="list-style-type: none"> <li>• Plan for frequency of services – number of hours of direct services planned</li> <li>• Specified time frames for achievement of goals and Objectives</li> <li>• Specified time frames for assessment of family progress.</li> </ul>	<p>by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>10. An initial assessment and treatment plan shall be completed by Contractor and submitted to the DCFS Supervisor within ten (10) working days of the initiation of services.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>11. Contractor shall provide a progress report, documenting services, including the client's response and engagement in services. This report will be provided to the DCFS Supervisor within fifteen (15) working days of counseling session for each client.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial</p>



	contractor performance.	penalties up to and including contract cancellation.
12. Contractor shall deliver counseling services in the family's home, community, office-based, or natural environment.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
13. Contractor shall provide a flexible schedule for counseling services. Services shall be available after regular business hours and on some weekends to not interfere with clients work schedule.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
14. Contractor shall submit client monthly progress reports to the DCFS Supervisor. These progress reports must summarize dates/times of service, progress in counseling, and continued care recommendations.	One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is	1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10)

	<p>required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>15. Counseling services shall be based on a family-centered approach and are intended to strengthen family functioning.</p> <p>Services shall provide emotional support and guidance; problem identification and resolution; exploration of possible alternative behavior patterns; and the development and strengthening of capacity for personal and social functioning, improved parenting skills, anger management, conflict resolution, generational issues, domestic violence, substance abuse, and other issues.</p> <p>A trauma-informed service delivery approach shall be applied when applicable.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>When trauma is identified as a contributing factor to the current issues being addressed in treatment, the contractor will utilize evidence-based practices or trauma informed best practices in counseling sessions.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>

<p>16. Contractor shall provide individual, family and /or group therapy upon request.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>17. Contractor shall provide court testimony upon request from DCFS and the court.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>18. Contractor shall maintain a service log documenting that services were rendered.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the</p>

	Submission of a monthly certification of compliance with performance indicators by the tenth (10 <sup>th</sup> ) day of the month will document acceptable contractor performance.	previous month's invoice.  3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.
19. Contractor shall attend all meetings requested by the Division including but not limited to case staffing, court hearings, wrap around staffing, and trainings.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<b>Monitoring of Service Provision</b>  1. Contractor shall notify the DCFS Supervisor by telephone, email, or by fax within one (1) day when a family receiving counseling services misses a counseling session without advanced notification to the contractor. The contractor and DCFS staff shall confer to determine if counseling will continue, if the safety of the children has been compromised, and what steps will be taken to ensure the future participation of the family in counseling. The DCFS Supervisor's approval to continue counseling will be required after each occurrence of a missed counseling session without advanced notification to the contractor.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including</p>

	contractor performance.	contract cancellation.
2. Contractor shall notify the designated Program Manager when services are suspended for a minimum of three (3) consecutive business days due to illness, vacation, personal business, etc., The Program Manager will notify the area Financial Manager who will notify the County Supervisor. Planned absences should be reported two weeks in advance.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
3. The contractor shall complete and submit to the DCFS Supervisor within five (5) working days of closure of services a final report on the family's progress, a discharge summary and continued care recommendations after closure.	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
4. Contractor shall submit a monthly demographic report to the DCFS Program Manager by the tenth (10 <sup>th</sup> ) day of the month.	One hundred percent (100%) compliance with all service criteria and standards for acceptable	1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10)

	<p>performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>5. Contractor shall provide a client satisfaction survey to ALL DCFS clients served.</p> <ul style="list-style-type: none"> <li>Contractor shall provide all DCFS families served with a family satisfaction survey along with a self-addressed envelope.</li> <li>Contractor shall encourage families to submit the surveys to central office.</li> </ul>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p><b>CHILD SAFETY OUTCOME INDICATORS</b></p> <p>1. Contractor shall ensure that families receiving counseling intervention are provided appropriate services to keep their children safe from abuse and neglect.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in</p>

	of the month will document acceptable contractor performance.	addition to other financial penalties up to and including contract cancellation.
<p>2. Contractor shall ensure that children are safely maintained in their homes whenever possible and appropriate.</p> <ul style="list-style-type: none"> <li>Families receiving counseling intervention must be provided appropriate interventions so that children remained safely in their homes during counseling intervention.</li> <li>Families receiving counseling intervention must be provided appropriate services and training to prevent their children from re-entering or entering into foster care.</li> </ul>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p><b>PERMANENCY OUTCOME INDICATORS</b></p> <p>1. Contractor shall ensure that permanency and stability of the living situations is addressed through appropriate counseling interactions.</p> <ul style="list-style-type: none"> <li>Families who have received counseling intervention must be provided the services to successfully reunite with their families within the counseling intervention.</li> <li>Families who have received counseling shall receive appropriate services on preventing the child from being removed from their home during the intervention.</li> </ul>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>2. Contractor shall ensure that the continuity of family relationships and connections is preserved for children.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10)</p>

<ul style="list-style-type: none"> <li>Contractor shall engage families in counseling services provided by the contractor that are geared toward preserving the family system.</li> <li>Contractor will notify DCFS within twenty-four (24) hours if the family refuses to comply in order to develop a plan to promote engagement, if possible.</li> </ul>	<p>acceptable performance is required at all times throughout the contract term.</p> <p>Submission of monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p><b>CHILD AND FAMILY WELL-BEING OUTCOME INDICATORS</b></p> <p>1. Contractor shall ensure that families have enhanced capacity to provide for their children.</p> <ul style="list-style-type: none"> <li>Families receiving counseling intervention shall be provided appropriate services on how to advocate for existing community resources.</li> <li>Families must demonstrated ability to access services independently.</li> </ul>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>2. Contractor shall perform any and all other tasks necessary to provide the Deliverable as set forth above</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in</p>



	document acceptable contractor performance.	addition to other financial penalties up to and including contract cancellation.
<b>Contactor Billing</b>  1. The contractor shall obtain all referrals in advance before scheduling clients for service. Invoicing for services rendered without proper authorization are subject to denial by the Division of Children and Family Services.	One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.  Submission of a monthly certification of compliance with performance indicators by the tenth (10 <sup>th</sup> ) day of the month will document acceptable contractor performance.	1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.  2nd Incident: Payment may be withheld or reduced from the previous month's invoice.  3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.
2. Contractor shall bill Medicaid or insurance for clinical or covered services prior to billing contract. If Medicaid eligible service is billed to the contract of a Medicaid client, provider must justify that it is more efficient and economical to DCFS.	One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.  Submission of a monthly certification of compliance with performance indicators by the tenth (10 <sup>th</sup> ) day of the month will document acceptable contractor performance.	1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.  2nd Incident: Payment may be withheld or reduced from the previous month's invoice.  3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.
3. Contractor shall bill the DCFS contract of clients that are not insured and are not Medicaid eligible.	One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is	1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.

	<p>required at all times throughout the contract term.</p> <p>A minimum of 70% of all billed time (exclusive of travel time) for counseling services must be direct service.</p> <p>Direct service is defined as face-to-face contact with the family.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>4. Contractor shall conduct activities and perform services resulting in the program deliverable from the beginning of the contract fiscal year through the end of the contract year and any contract extensions that may occur.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Submission of a monthly certification of compliance with performance indicators by the tenth (10<sup>th</sup>) day of the month will document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>5. Invoices for monthly billing must be developed on-line through the CHRIS FINANCIAL MODULE @: <a href="https://dhs.arkansas.gov/dcfs/PIE/PIEAccount/Login">https://dhs.arkansas.gov/dcfs/PIE/PIEAccount/Login</a></p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be</p>

	<p>contract term.</p> <p>Invoices along with the Counseling Time Sheets (CFS 347), the Counseling Referral Form (CFS 345), the monthly demographic data report (see item 6 below) and certification of compliance should be submitted to the DCFS Program Manager by the tenth (10<sup>th</sup>) day of the month. If the 10th day is on a weekend billing is due no later than the following Monday.</p> <p>Only original signed invoices will be accepted.</p>	<p>withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>
<p>6. Contractor shall submit a monthly demographic report to the DCFS Prevention Support Unit Program Manager, electronically, for each client served under the terms of the contract by the tenth (10<sup>th</sup>) day of the month.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Invoices along with the Counseling Time Sheets (CFS 347), the Counseling Referral Form (CFS 345), the monthly demographic data report and certification of compliance should be submitted to the DCFS Program Manager by the tenth (10<sup>th</sup>) day of the month. If the 10th day is on a weekend billing is due no later than the following Monday.</p>	<p>1st Incident: A corrective action plan acceptable to Department of Human Services (DHS) shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be withheld or reduced from the previous month's invoice.</p> <p>3rd Incident: Continued non-compliance may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file in addition to other financial penalties up to and including contract cancellation.</p>

	Only original signed invoices will be accepted.	
<b>Conflict of Interest Mitigation</b> During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions as specified in Attachment E: <i>Organizational or Personal Conflict of Interest</i> of RFQ 710-19-1009.	The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	Assessment of damages for non-compliance with this service criterion shall be as specified in Attachment E: <i>Organizational or Personal Conflict of Interest</i> to RFQ 710-19-1009
<b>Transition Planning</b> Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.  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.	The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	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 the all elements of the transition are satisfied as determined by DHS.

#### REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. In addition to other remedies identified herein, one or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:

1. Contractor will be required to submit and implement an acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.
2. Payment may be withheld or reduced.
3. The Contract may be terminated.

The remedies listed above are in addition to all others available at law or equity.