

## 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.  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 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 must be maintained throughout the contract period.</p> <p>Copies of required licensure shall be provided to Division of Youth Services (DYS) upon request by DHS.</p>	<p>1st Incident: A corrective action plan acceptable to 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 DHS/DAABHS 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 will 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>.</p>	<p>1st Incident: A corrective action plan acceptable to 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. Professional provider 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 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>

		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 their respectively approved and appropriately credentialed disciplines. This shall, in particular, apply to the provision of trauma-informed care services if so qualified and experienced.	<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>Each licensed mental health professional that provides DYS/DBHS counseling services must provide evidence of any training, certification or expertise in trauma-informed care.</p> <p>The contractor must 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 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. The provider shall notify DYS/DBHS of any changes in personnel impacting the contracted services and provide documentation to DYS/DBHS 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</p>	<p>1st Incident: A corrective action plan acceptable to 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>

	by the tenth (10 <sup>th</sup> ) day of the month will document acceptable contractor performance.	addition to other financial penalties up to and including contract cancellation.
7. Contractor shall notify DYS/DBHS Program Manager of any changes in the business entity including without limitation business entity existence, name change of the business, new location of the business, new telephone numbers and contact person.	<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 shall document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to 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>Delivery of Services</b>  1. Contractor and DYS/DBHS Administrators or designee shall collaborate in cases of need to discuss DYS program clients.	<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>Contractor shall inform the DYS Administrator initially by email when there is a question concerning the treatment program or progress status of a DYS client.</p>	<p>1st Incident: A corrective action plan acceptable to 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>
2. The contractor shall serve all DYS program clients allowable within the limitations of the contract budget. .	One hundred percent (100%) compliance with all service criteria and standards for acceptable	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be</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 shall document acceptable contractor performance.</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>3. Contractor shall not perform duties in addition to Counseling Services duties if such activities would interfere with service delivery of counseling services to DYS clients.</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 shall document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to 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. The contractor shall provide counseling services for each DYS program assigned youth 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>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this</p>	<p>1st Incident: A corrective action plan acceptable to 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>

	contract.	
5. Contractor shall ensure that services will continue, uninterrupted, if a therapist is unavailable for an extended period of time.	<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>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this contract.</p>	<p>1st Incident: A corrective action plan acceptable to 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 initiate services to DYS program assigned youth clients and their families within ten (10) working days of client admission to the program.	<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>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this contract.</p>	<p>1st Incident: A corrective action plan acceptable to 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 develop an assessment and Master treatment plan that addresses strengths and needs of the youth client and family. The individual youth client's/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 DYS Psychological Evaluation and any Risk assessment and Initial Treatment plan from the assigned DYS Case Coordinator or Services</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>1st Incident: A corrective action plan acceptable to 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>

<p>Manager.</p> <ul style="list-style-type: none"> <li>The contractor must utilize the DYS Initial Treatment Plan when developing a master treatment plan for each program assigned client.</li> </ul> <p>Contractor shall provide a report containing the following without limitation:</p> <ul style="list-style-type: none"> <li>Plan for frequency of services; and</li> <li>Specified timeframes for achievement of goals and Objectives</li> </ul>	<p>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this contract.</p>	<p>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. An initial assessment and master treatment plan shall be completed and submitted to the DYS Records Manager, case assigned Coordinator, or case assigned Services Manager within ten (10) working days of the client's admission to the program</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>Initial and master treatment plans must be submitted to DYS as specified in the Service Criteria one hundred percent (100%) of the time throughout the contract term.</p> <p>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this contract.</p>	<p>1st Incident: A corrective action plan acceptable to 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 deliver counseling services in client's program assigned and designated treatment setting.</p>	<p>One hundred percent (100%) compliance with all service criteria</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be</p>

	<p>and standards for acceptable performance is required at all times throughout the contract term.</p> <p>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this contract.</p>	<p>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>10. 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 Core subject class schedule.</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>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this contract.</p>	<p>1st Incident: A corrective action plan acceptable to 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 must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this contract. These progress reports will summarize dates/times of service, progress in counseling, and continued care recommendations</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 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>



		penalties up to and including contract cancellation.
<p>12. Counseling services shall be based on a Cognitive Behavioral and family-centered approach and are intended to strengthen individual and family functioning.</p> <p>Services must 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 must utilize evidence-based practices or trauma informed best practices in counseling sessions.</p> <p>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this contract.</p>	<p>1st Incident: A corrective action plan acceptable to 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>13. Contractor shall provide individual, family and /or group therapy as specified below and without limitation:</p> <ul style="list-style-type: none"> <li>Contractor shall provide between one (1) to four (4) <b>Individual Therapy sessions</b> per month as deemed clinically appropriate. Sessions are didactic face-to-face interaction by a Licensed Mental Health Professional. All sessions will consist of structured sessions that work toward achieving mutually defined goals as documented on the treatment plan.</li> <li>Contractor shall provide one (1) <b>Group</b></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>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a</p>	<p>1st Incident: A corrective action plan acceptable to 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>

<p><b>Psychotherapy session</b> per week; it is a face-to-face intervention provided to a group of clients on a regularly scheduled basis to improve the behavioral or cognitive problems which could either cause or exacerbate possible mental decompensation. All sessions shall consist of structured sessions that work toward achieving mutually defined goals as documented on the treatment plan.</p> <ul style="list-style-type: none"> <li>Contractor shall provide between one (1) to four (4) <b>Family Therapy sessions</b> per month either face to face or by teleconference as deemed clinically appropriate and that work toward achieving mutually defined goals as documented on the treatment plan.</li> <li>Contractor shall provide one (1) <b>Psychoeducational Therapy</b> session per week such as: substance abuse prevention, conflict resolution, stress management, suicide prevention, relaxation exercises, etc. All sessions will consist of structured sessions that work toward achieving mutually defined goals as documented on the treatment plan.</li> </ul>	<p>progress report on all DYS clients receiving services under this contract.</p>	<p>penalties up to and including contract cancellation.</p>
<p>14. Contractor shall provide court testimony upon request from DYS 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>1st Incident: A corrective action plan acceptable to 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>15. Contractor shall attend meetings requested by the DYS including but not limited to case staffing, court hearings, and trainings upon request by DYS. Contractor shall provide courtroom testimony upon request by DYS.</p>	<p>One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is</p>	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p>

	required at all times throughout the contract term.	<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>Monitoring of Service Provision</b></p> <p>Contractor shall notify the designated DYS Program Administrator when services are suspended for a minimum of three (3) consecutive business days due to illness, vacation, personal business, etc.,</p> <p>The Program Manager shall notify the area Financial Manager who will notify the County Supervisor. Planned absences shall be reported two (2) weeks in advance.</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 shall document acceptable contractor performance.</p>	<p>1st Incident: A corrective action plan acceptable to 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 counseling services address keeping youth safe from abuse and neglect.</p> <ul style="list-style-type: none"> <li>Families receiving counseling intervention must be provided appropriate services to keep their youth safe from abuse and neglect.</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>Contractor must submit to DHS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DHS clients</p>	<p>1st Incident: A corrective action plan acceptable to 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>

	receiving services under this contract.	
2. Contractor shall ensure that families receiving counseling intervention are provided appropriate services and training to prevent their children from re-entering the juvenile justice system.	<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>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this contract.</p>	<p>1st Incident: A corrective action plan acceptable to 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:</p> <ul style="list-style-type: none"> <li>Youth 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 must receive appropriate services.</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>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this contract.</p>	<p>1st Incident: A corrective action plan acceptable to 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>
2. Contractor shall ensure that families must be engaged in counseling services provided by the contractor that are geared toward preserving the family system.	One hundred percent (100%) compliance with all service criteria and standards for acceptable performance is	<p>1st Incident: A corrective action plan acceptable to DHS shall be due to DHS within (10) business days of the request.</p> <p>2nd Incident: Payment may be</p>

	<p>required at all times throughout the contract term.</p> <p>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this contract.</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>
3. Contractor must perform any and all other tasks necessary to provide the services as set forth above.	<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>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this contract.</p>	<p>1st Incident: A corrective action plan acceptable to 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 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>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>Contractor must submit to DYS on or before the tenth (10<sup>th</sup>) day of each month, a progress report on all DYS clients receiving services under this</p>	<p>1st Incident: A corrective action plan acceptable to 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>

	contract.	
<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 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.