



STATE OF ARKANSAS  
OFFICE OF STATE PROCUREMENT  
1509 West 7th Street, Room 300  
Little Rock, Arkansas 72201-4222

# REQUEST FOR PROPOSAL

## BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SP-19-0054	<b>DRAFT</b> Solicitation Issued:	12/10/18
Description:	Residential Treatment Facilities Management		
Agency:	Arkansas Department of Human Services – Division of Youth Services		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Opening Date:	Final official RFP to be posted at a later date	Proposal Opening Time:	Final official RFP to be posted at a later date
<p>Deliver proposal submissions for this Request for Proposal to the Office of State Procurement on or before the designated proposal opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Office of State Procurement 1509 West 7 <sup>th</sup> Street, Room 300 Little Rock, AR 72201-4222  Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of proposal opening</li><li>• Prospective Contractor's name and return address</li></ul>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Heather Bailey	Buyer's Direct Phone Number:	501-324-9320
Email Address:	Heather.Bailey@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	<a href="http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx">http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx</a>		

## **NOTICE TO PROSPECTIVE CONTRACTORS**

### **THE RELEASE OF THIS DRAFT RFP SERVES AS AN “INTENT TO POST”**

Due to the magnitude of the scope of this solicitation and its specifications, in order to provide ample opportunity to Prospective Contractors to prepare proposal responses, the Office of State Procurement posts this **Draft** RFP in advance of the official posting of the final RFP solicitation document for SP-19-0054.

Because OSP expects this **Draft** RFP to substantially mirror the final RFP, Prospective Contractors may utilize this Draft RFP to begin compiling their proposal response; however, a Prospective Contractor's final proposal submission *must be based solely on the final, official RFP solicitation document* which will be posted at a later date. Any “Questions and Answers” documents, Addendum documents, or other documents produced and posted under this Draft to be incorporated into the official RFP solicitation, will be incorporated into the official RFP solicitation that is formally issued and posted as such. **The formally issued RFP solicitation document will be the final expression of the RFP, completely extinguishing and replacing this Draft RFP.**

DRAFT

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

- **Do not provide responses to items in this section unless specifically and expressly required.**

### **1.1 PURPOSE**

The Office of State Procurement (OSP) is issuing this Request for Proposal (RFP) on behalf of The Department of Human Services – Division of Youth Services (DYS) to obtain proposals and a contract for residential treatment facilities management.

This RFP includes the following services:

- Facility Operations and Management
- Safety and Security
- School Administration
- General Education On-Site Coaching
- Vocational Education
- Special Education
- Therapy and Treatment: Behavioral Health
- Recreational Activities
- Aftercare Planning and Coordination

The locations included in this RFP are:

- Harrisburg Juvenile Treatment Center (*See Attachment A*)
- Dermott Juvenile Treatment Center (*See Attachment B*)
- Lewisville Juvenile Treatment Center (*See Attachment C*)
- Mansfield Juvenile Treatment Center (*See Attachment D*)

### **TYPE OF CONTRACT**

- A. As a result of this RFP, OSP intends to award a contract to a single Contractor to manage all four facilities.
- B. The anticipated starting date for any resulting contract is upon award and anticipated to be in May 2019 except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

### **1.2 ISSUING AGENCY**

OSP, as the issuing office, is the sole point of contact throughout this solicitation process.

### **1.3 PROPOSAL OPENING LOCATION**

Proposals will be opened at the following location:

Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222

### **1.4 ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's proposal will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

## 1.5 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

## 1.6 RESPONSE DOCUMENTS

### A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original *Technical Proposal Packet*.
  - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)
  - b. One (1) original hard copy of the proposal response which includes:
    - i. Technical Proposal response to the Information for Evaluation section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
    - ii. Response to the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents
      - The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
2. The following items should be submitted in the original *Technical Proposal Packet*.
  - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)
  - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - c. Proposed Subcontractors Form. (See *Subcontractors*.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the *Technical Proposal Packet* and *Official Bid Price Sheet*

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*
  - a. Five (5) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
  - b. Six (6) electronic copies of the *Technical Proposal Packet*, preferably on flash drives and in PDF format. CDs will also be acceptable. Do not send electronic copies via email or fax.
  - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
  - d. If OSP requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
2. Additional Copies of the *Official Bid Price Sheet*
  - a. Prospective Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
    - i. *The Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
3. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.7 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
  - *Proposal Signature Page.*
  - *Proposed Subcontractors Form.*
  - Signed Addenda, if applicable.
  - E.O. 98-04 – *Contract Grant and Disclosure Form.*
  - *Equal Opportunity Policy.*
  - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.8 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 2:00 p.m., Central Time on or before December 31, 2018 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
  1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  2. Prospective Contractors' written questions will be consolidated and responded to by the State as edits in the Final RFP and/or as a Question and Answer document posted to the OSP website on or around January 14, 2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).

- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

### 1.9 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be rejected. (See Attachment E)

### 1.10 **SUBCONTRACTORS**

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

### 1.11 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet only. If any cost is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 120 days following the proposal opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". **DO NOT** submit any ancillary information not related to actual pricing on the Official Bid Price sheet or in the sealed pricing package.

### 1.12 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

### 1.13 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - The prices in the proposal have been arrived at independently, without collusion.
  - No prior information concerning these prices has been received from, or given to, a competitive company.

- B. Evidence of collusion warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

#### **1.14 PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

#### **1.15 CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to OSP.

- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple proposals.

#### 1.16 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening date and time and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to proposal opening.

#### 1.17 **AWARD PROCESS**

##### A. Successful Contractor Selection

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

##### B. Negotiations

1. If the State so chooses, negotiations may be conducted with the highest ranking Prospective Contractors. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

##### C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

##### D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

#### 1.18 **MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:



- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

#### **1.19 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

#### **1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

#### **1.21 RESTRICTION OF BOYCOTT OF ISRAEL**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

#### **1.22 PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

#### **1.23 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The Prospective Contractor's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

#### **1.24 VISA ACCEPTANCE**

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.

- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

**1.25 PUBLICITY**

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be rejected.

**1.26 RESERVATION**

The State will not pay costs incurred in the preparation of a proposal.

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## **SECTION 2 – REQUIREMENTS**

- **Do not provide responses to items in this section unless specifically and expressly required.**

### **2.1 INTRODUCTION**

The Division of Youth Services (DYS) seeks a contract with a prospective contractor for facilities management and residential services for four (4) DHS residential facilities that serve juvenile offenders who cannot be served safely and effectively in their home communities.

Arkansas Code Annotated § 9-28-201 charges DHS with providing rehabilitation services to delinquent juveniles and their families. DHS fulfills its mission by emphasizing individualized services, evidence-based treatment modalities, trauma-responsive interventions, restorative justice principles, and a strength-based, family-focused approach to treatment. DHS requires its providers to be informed of and committed to this approach when providing services to youth and families.

DYS is actively partnering with juvenile justice stakeholders on system reform initiatives that are grounded in the following beliefs applicable to this procurement:

1. Youth are best served in the least-restrictive settings located close to home when appropriate, evidence-based rehabilitative services are available and removing youth from the home should be the option of last resort.
2. Families, schools, law enforcement, and courts need a wide array of service options, including graduated sanctions outside the courtroom.
3. Decision-making should be data-driven, and programs and services should be supported by data demonstrating their effectiveness in improving outcomes for youth and families.
4. Treatment and placement decisions should be individualized, based on comprehensive, standardized validated assessments, and actively involve youth and families in the planning process.
5. All youth in DHS custody should be provided effective education and vocational training opportunities.
6. Length-of-stay recommendations should recognize that the effectiveness of treatment provided in institutional settings is diminished after six (6) months, notwithstanding correctional and public safety goals.
7. Collaboration with local school districts is critical to a youth's successfully returning home to his or her community, along with effective aftercare and prevention programs.
8. All children and youth in the State should have equal opportunities for services and success, without regard to gender, race or ethnicity, disability, geographic location or income level.

This procurement seeks a prospective contractor that is committed to operating a network of facilities within the State of Arkansas in a manner consistent with the values, goals and requirements outlined in this solicitation. The successful Prospective Contractor **shall** work alongside DHS in ensuring the implementation of all transformation efforts that impact the residential facilities and the juvenile populations they serve. These transformation efforts were prioritized after reviewing the commissioned report by the Center for Child Law and Policy (CCLP) regarding DHS' residential service system (*See Attachment F*).

Successful Prospective Contractor, under this RFP, **shall** contract with DHS; however, it **shall** also work with and be responsive to all DHS-contracted staff.

The DHS Residential Treatment Facilities covered under this RFP include the following:

**DYS RESIDENTIAL TREATMENT FACILITIES\***

<p>Harrisburg Juvenile Treatment Center* 1800 Pine Grove Lane Harrisburg, Arkansas 72432</p>	<p>Harrisburg Juvenile Treatment Center will offer staff-secure, gender-specific treatment for up to thirty-two (32) low- to moderate-risk girls ages thirteen (13) to eighteen (18) who cannot be served in non-secure or community settings. The treatment programming will address behavioral issues, substance abuse, and sexual reactivity.</p>
<p>Dermott Juvenile Correctional Facility* 1001 Regional Road Dermott, Arkansas 71638</p>	<p>Dermott Juvenile Correctional Facility, will serve up to forty (40) moderate- to high-risk boys ages seventeen and a half (17.5) to twenty (20) (i.e., 18-21) in a hardware secure facility. The program will emphasize treatment for aggression, substance abuse, sex offender-specific programming, and include Extended Jurisdiction Juvenile (EJJ) youth who age out of or fail to respond to other placements.</p>
<p>Lewisville Juvenile Treatment Center* County Rd 16, Hwy 29 South Lewisville, AR 71845</p>	<p>Lewisville Juvenile Treatment Center will serve up to thirty-two (32) boys ages thirteen (13) to eighteen (18) in a staff-secure setting. The program will specialize in low- to moderate-risk boys who cannot be served in a non-secure or community setting, offering treatment for behavioral issues, substance abuse, and moderate aggression.</p>
<p>Mansfield Juvenile Treatment Center* 36 Jonny Cake Point Mansfield, AR 72944</p>	<p>Mansfield Juvenile Treatment Center will serve up to fifty-eight (58) boys in a hardware secure, fenced setting. The program will target boys ages thirteen (13) to eighteen (18) with moderate- to high-risk aggression, flight risk, behavioral issues, and gang involvement.</p>

\* Informational maps are provided as attachments to this solicitation. (See Attachments A, B, C and D).

**A. Stakeholders**

DYS contracts and works with multiple entities to provide and monitor services to juveniles in custody. These service providers include but are not limited to state and local government agencies, officers, attorneys and court staff, non-profit and charitable agencies, staff members from other Department of Human Services (DHS) divisions, health care providers, community leaders, juvenile and family advocates.

The Contractor **shall** provide access and work cooperatively with stakeholders within the facility structure to meet the needs of each juvenile in its care.

**B. Operations**

At the point of adjudication, DYS is notified by the courts of a youth's commitment. The commitment involves a commitment order which is processed through DYS.

Prior to assignment to a facility, a committed juvenile will receive a comprehensive assessment of needs at the Arkansas Juvenile Assessment and Treatment Center (AJATC), which includes a mental health, physical and educational evaluation. The results of the assessment are utilized for the development of the youth's treatment plan.

**C. Service Delivery**

Generally, the distribution of services within the facilities is as follows:

<u>Residential Services Contractor</u>	<u>DYS or Outside Contractor</u>
Facility Operations and Management	<ol style="list-style-type: none"> <li>1. Assessment: Detailed intake documents, commitment and complete diagnostic information in each juvenile's case file</li> <li>2. Intake process, evaluation scheduling, and case record initiation</li> <li>3. Length of stay (LOS) determination</li> <li>4. Risk assessment and needs screening</li> <li>5. Length of stay extension and reduction</li> <li>6. Retention and maintenance of juvenile's records upon transfer, program placement or discharge from the facility</li> <li>7. Program recommendations and placement</li> <li>8. IT Oversight</li> </ol>
Safety and Security	Determination of the usage of time outs or facility removal for behavioral noncompliance
School Administration	
On site Education coaching	General Education Online Curriculum Delivery and Grading.
Vocational Education	
Special Education	
GED Instruction	
Therapy, Mental and Behavioral Health treatment, case management	On site Medical Services and Psychiatric Care Referrals*
Recreational Activities	
Aftercare Planning and Coordination	Aftercare approval and overall release

\* *Statewide medical services provide a continuum of care to assess, treat, and track physical and mental health needs of juveniles within the DHS system. This includes onsite nursing staff electronic medical record system, telemedicine, medication management and pharmaceutical provision.*

**D. Care Coordination**

Care coordination for behavioral health, medical and aftercare services will be provided by an outside entity contracted by DHS.

**2.2 MINIMUM QUALIFICATIONS**

- A. Prospective Contractor **shall** be experienced in the treatment and rehabilitation of juvenile offenders. Contractor's Programs **must** emphasize rehabilitation, education and treatment of juveniles.
- B. Prospective Contractor **shall** have a minimum of five (5) years' experience in direct administrative operations dealing with juvenile justice and juvenile rehabilitation as a residential treatment and/or correctional facility.
- C. Prospective Contractor **shall not** have received twelve (12) or more written citing's of deficiency pertaining to contracted services from a party to which the Prospective Contractor's services were provided during the previous five (5) years.
  - 1. A citing of deficiency **must** be considered as any document which identifies a contractual non-performance with the Prospective Contractor, and/or the services provided.

- D. Prospective Contractor **shall not** have received a contract termination due to non-performance within the past five (5) years.
- E. Prospective Contractor **shall not** have received a civil or criminal regulatory enforcement action in connection with the Department of Justice, the American Correctional Association (ACA), or similar federal or State regulatory body within the past five (5) years.
- F. Prospective Contractor **shall** be authorized or (eligible) to conduct business, as specified by this RFP, in the State of Arkansas.

### 2.3 **JUVENILE PLACEMENT**

- A. Contractor **shall** have on file, written authorization (RS-9) from DYS for each juvenile placed at the facility.
- B. Contractor **shall** accept every juvenile designated by DYS to reside at that facility and in accordance with the contractual agreement. This requirement **must** be limited only by bed availability unless authorized by DYS.
- C. Contractor **shall not** discharge, release or transfer any juvenile from the facility or allow any juvenile to leave the facility without prior written approval from the DYS Director or authorized designee. This section **must not** prohibit the Prospective Contractor from transporting or arranging the transport of a juvenile in a medical emergency.

### 2.4 **AMERICAN CORRECTIONAL ASSOCIATION (ACA) AND COMMISSION ON ACCREDITATION OF REHABILITATION FACILITIES (CARF) STANDARDS**

- A. Contractor and DYS **shall** apply for, secure, and maintain accreditation with standards for the Juvenile Treatment /Correctional Facility promulgated by the American Correctional Association (ACA) in cooperation with the Commission on Accreditation for Corrections under the auspices of DYS within one (1) year of contract start date.
- B. As determined by DYS, any hindrance to accreditation on the part of the Contractor may be grounds for termination of any resulting contract.
- C. Contractor **shall** either have current Commission on Accreditation of Rehabilitative Facilities (CARF) accreditation or **shall** work in collaboration with DYS as it seeks to obtain CARF accreditation for the referenced facilities during the course of this contract.

### 2.5 **RESOURCE LIBRARY**

Prospective Contractor **shall** review the following links for statistical and narrative information. It contains provider manuals, consumer information, provider information, and program information for the services specified in the RFP as well as standards by which the selected Contractor **must** adhere.

DYS will make all possible efforts to ensure that resource information is complete, accurate, and current. However, the State will not be liable for the accuracy, completeness, or currency of any information or data contained in this RFP. It is the responsibility of the Prospective Contractor to ensure knowledge of all applicable laws, regulations and resource information provided in the Resource Library.

- A. Arkansas Building Authority: <https://dba.arkansas.gov/Websites/aba/images/Final%202012%20Revision.pdf>
- B. Arkansas Consolidated Annotated: <http://www.lexisnexis.com/hottopics/arcodes/Default.asp>
- C. American Correctional Association: [www.aca.org](http://www.aca.org)
- D. Arkansas Department of Education: <http://www.arkansased.org/>
- E. ADE/Special Education Unit (SEU) Forms: <http://www.arkansased.gov/divisions/learning-services/special-education/policy-regulations/state-rules-regulations/special-education-forms>
- F. Arkansas Department of Environmental Quality: <https://www.adeq.state.ar.us/regs/>

- G. Arkansas Board of Health Rules and Regulations pertaining to Control of Communicable Diseases: Tuberculosis: <https://www.healthy.arkansas.gov/images/uploads/rules/Tuberculosis.pdf>
- H. Arkansas Division of Youth Services: <http://humanservices.arkansas.gov/dys/Pages/default.aspx>
- I. Arkansas DHS Policy: <https://ardhs.sharepoint.com/DHS%20Policies/Forms/AllItems.aspx>
- J. Arkansas DYS Policy: To be provided upon contract award.
- K. Commission on Accreditation of Rehabilitation Facilities (CARF): <http://www.carf.org/Accreditation/>
- L. PREA Resource Center: <http://www.prearesourcecenter.org/>
- M. IDEA of 2004: <http://idea.ed.gov/explore/home>
- N. Center for Child Law and Policy, Arkansas Division of Youth Services Residential Service System Review. September 2018 (See Attachment E).
- O. Division of Youth Services Transformation Plan (See Attachment G).

## 2.6 **POLICY MANUAL**

- A. Contractor **shall** develop and implement a written manual of policies, procedures, staff schedules, and security-related practices that meets or exceeds the terms of this solicitation, State and Federal statute and ACA and CARF Standards.
- B. A copy of this finalized manual **must** be provided to DYS within thirty (30) days after contract award and any updates/changes **must** be provided to DYS for review and approval at least thirty (30) days prior to the Contractor taking full management of the facilities.
- C. The most current copy of the policy manual **must** be on file at the facility and provided to DYS, at a minimum, upon update by the Contractor or upon request by DYS.
- D. Contractor **shall** notify Contractor's staff of updated and corrected written policy and procedures immediately when involving need for action to address, insure, and/or protect the health, safety, welfare and security of juveniles, staff, and facility operations.
- E. If any policy of the Contractor conflicts with the policies of DYS or DHS Services, the DYS/DHS policies will be applicable in the management of the residential facilities unless otherwise determined by the agency.

## 2.7 **INFORMATION TECHNOLOGY ENVIRONMENT**

- A. Contractor **shall** conform to all applicable DHS DYS Operational Standards requirements in form, content, and entry/storage/retrieval of automated systems. DYS Operational Standards will be provided to awarded Contractor. (See attachments I, J, K, L, M, N)
- B. Contractor **shall** use the approved DYS/DHS juvenile justice information system (JJIS) as the primary system of record for DYS case management.
- C. Contractor **shall** provide data interface/exchange with the State's JJIS system from any third-party applications in use as required by DYS/DHS.
- D. Contractor **shall** connect to DHS/DYS using the provided DHS Network.
- E. Contractor **shall** implement and maintain the database as prescribed by DYS in accordance with all official policy, guidance and administrative directives.
- F. Contractor **shall** provide data in the format prescribed by DYS and meet data entry maintenance requirements that **must** include necessary reconciliation of juvenile data and completion of required error corrections. Additional requirements regarding data provision are throughout this RFP.

- G. Access to the DHS network will be provided to Contractor at Implementation. If a new hire will require access to the DHS network, Contractor **shall** notify DYS Information Systems within seven (7) days of the start date for the new hire.
- H. Contractor **shall** adhere to a system of juvenile record keeping that complies with ACA standards and the DYS Operational Standards and any amendments thereto governing the creation, management, storage, transmission and preservation of the record systems.
- I. Contractor **shall** work collaboratively to incorporate any new information systems obtained by Contractor or DHS during the course of the contract.
- J. Contractor **shall** be required to sign a Business Associate Agreement (BAA) (*See Attachment H*) or Data Sharing agreement to govern the transfer of any sensitive data.
- K. Contractor **shall** be responsible for the secure handling, storage and transmission of all data, including all sensitive juvenile information, in accordance with Health Insurance Portability and Accountability Act (HIPAA) requirements.
- L. Contractor **shall** follow established DHS Office of Information Technology (OIT) policies and procedures including but not limited to:
  - 1. Change Management (*See Attachment T*)
  - 2. Incident Management (*See Attachment U*)
  - 3. Problem Management (*See Attachment V*)
  - 4. Security and Identity Management (*See Attachment W*)
  - 5. Enterprise Architecture to be provided as developed.

## **2.8 DYS PROVIDED COMPUTER EQUIPMENT**

- A. Contractor **shall** notify the DYS Information Systems Section of any broken equipment and request removal.
- B. Contractor **shall** surrender any DYS issued equipment to DYS upon demand.

## **2.9 INSURANCE COVERAGE**

- A. Contractor **shall** purchase (within 30 days of award) and maintain insurance to protect Contractor from all claims of the type set forth below that arise out of, or result from, Contractor's operations, services, and/or performance under a resulting contract and for which Contractor may be liable.
- B. This coverage **must** be applicable whether such operations, services, and/or performance are provided by the Contractor or by any of the Contractor's agents, consultants, suppliers, or subcontractor or by anyone directly employed by any of the aforementioned, or by anyone for whose acts any of the aforementioned may be liable.
- C. Contractor **shall** maintain worker's compensation insurance at the statutory limits complying with State and federal requirements against the following without limitation:
  - 1. Claims under worker's or workmen's compensation, disability benefit, or similar employee benefit acts.
  - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees, or of any other person.
- D. Contractor **shall** maintain employer's liability insurance at or in excess of the following:
  - 1. Bodily injury by accident - \$500,000 each incident
  - 2. Bodily injury by disease - \$500,000 each employee
  - 3. Bodily injury by disease - \$500,000 each policy limit



- E. Contractor **shall** have insurance that covers claims for damages insured by customary personal injury and advertising injury liability coverage.
- F. Contractor **shall** maintain commercial general liability insurance included as minimum coverage for:
1. Advertising injury
  2. Premises – operations liability
  3. Products and completed operations liability
  4. Blanket contractual, with endorsement as required by DHS to cover a resulting contract and all Contractor services
  5. Property damage liability insurance with explosion, collapse, and underground hazards coverage as applicable.
- G. The limits of liability **must not** be less than:
1. \$1,000,000 each for occurrence as respects bodily injury liability or property damage liability, or both combined;
  2. \$1,000,000 general aggregate;
  3. \$1,000,000 products/completed operations aggregate; and
  4. \$1,000,000 personal and advertising injury
- H. Contractor **shall** have insurance claims for damages because of bodily injury, death of a person, or property damage, arising out of ownership, maintenance, or use of any motor vehicle:
1. All owned, hired, and non-owned vehicles including the loading or unloading thereof **must** be included in Prospective Contractor's automobile liability insurance.
  2. The term "caused by accident" if used in bodily injury coverage **must** be replaced by the term "occurrence".
  3. The limits of liability **must not** be less than \$1,000,000 for each occurrence as respects bodily injury liability or property damage liability, or both combined.
- I. Contractor's umbrella/excess liability policy or policies **must** include coverage for the same claims and hazards as covered under the primary policies, including any special requirements.
- J. The limits of liability **must not** be less than \$5,000,000 for each Occurrence; \$5,000,000 aggregate.
- K. Contractor **shall** deliver to DYS, thirty (30) days prior to contract termination, and any additional certificates evidencing continuation of such coverage. If any of the foregoing insurance coverage is required by DYS, the policies **must** remain in force after termination of the contract.
- L. Contractor's insurance **must** be primary coverage. For Prospective Contractor's primary insurance, if the "additional insured" **must** have other insurance that is applicable to the loss, such other insurance **must** be on an excess or contingent basis. The amount of the insurance company's liability under the policy **must not** be reduced by the existence of such other insurance.
- M. Contractor **shall** pay or otherwise satisfy all deductible amounts for all claims.
- N. Contractor **shall** furnish to DYS all relevant insurance certificates, within a minimum of thirty (30) days prior to commencement of management services under a resulting contract. Contractor **shall** certify the insurance required hereunder is in force and effect, that such insurance will not be canceled or materially altered without giving to DYS at least thirty (30) days prior notice, and that as to relevant policies, the State of Arkansas/DYS is named as additional named insured. Certificate **must** specify the dates when such policies commence and

expire. Insurance coverage **must** be maintained until all services to be provided hereunder by the Contractor have been completed by the Contractor and accepted by DYS and Contractor's equipment, materials and supplies have been removed from DYS' premises.

- O. Contractor **shall** maintain the coverage for a minimum period of five (5) years after the completion of the services if the liability insurance is written on a "claims made" basis.
- P. Contractor **shall** furnish copies of any such "claims-made" policies and institute measures to guaranty future coverage for claims as contemplated by a resulting contract.
- Q. Contractor **shall** verify and ensure that all of the Contractor's agents, consultants, suppliers, and subcontractor(s) are insured against claims arising out of or relating to their performance related to a resulting contract. Contractor's insurance company must maintain an "A" rating.

## **2.10 REPORTING**

- A. Contractor **shall** advise DYS of any internal tracking/trending reports created outside the scope of the required reports in Sections 2.10 – 2.13. These reports **must** be provided to DYS if requested.
- B. Contractor **shall** submit an annual report, via electronic mail, summarizing measurable results of the requirements specified in this solicitation to DYS and Office Payment Integrity and Audit.

## **2.11 FINANCIAL REPORTING**

- A. Contractor **shall** prepare, maintain, and submit to DYS/Office Finance Administration all required financial documents, records, and reports in the specified timeframes and methods according to generally accepted accounting procedures (GAAP) and DYS policy including:
  - 1. Facility Annual Budget/Projected Revenue/Projected Expenditures (Submitted within ninety (90) calendar days prior to beginning of the next contract year.)
  - 2. Record of income and expenses (quarterly) submitted via electronic mail within thirty (30) days following the end of each quarter.
- B. Annual independent financial report. Annual report **must** be:
  - 1. Certified by a Certified Public Accountant (CPA)
  - 2. Submitted within one hundred twenty (120) calendar days following the end of the State fiscal year.

## **2.12 AD-HOC REPORTING**

- A. Contractor **shall** fulfill requests for ad-hoc reports in a manner and format required by DYS and within timeframes specified by DYS.

## **2.13 DYS QUALITY ASSURANCE, COMPLIANCE MONITORING, CORRECTIVE ACTION PLANS**

- A. Contractor **shall** comply with all monitoring actions conducted by the Department of Human Services, its designees, and entities entering to note compliance with State and federal law.
- B. Contractor **shall** be provided a copy of all monitoring reports. If any deficiencies due to noncompliance with DHS policy, accreditation standards or federal and State laws are noted, the Contractor shall submit a corrective action plan to DYS within fifteen (15) calendar days following receipt of a report of any deficient findings pertinent to the contracted programs, staff, or physical plant (resulting from an inspection, review, audit, monitoring visit, or performance evaluation conducted by DHS or any entity authorized to inspect the facility).
  - 1. The corrective action plan **must** include identification of any problems, location (unit, building, etc.), responsible manager, degree of hazard (health or safety), and corrective action planned or already taken to remedy the problem.
  - 2. A corrective action timetable **must** be included for each deficiency that identifies a corrective action including steps or milestones and target completion dates for each milestone.

- C. Contractor **shall** ensure that all corrective actions presented in the plan are fully implemented and approved by DYS within the specified timeframes set by DHS.

#### **2.14 EDUCATION REPORTING**

- A. Contractor **shall** enter new students and data required for eSchool daily.
- B. Contractor **shall** provide student counts with education details (such as Sped, GED, Gifted, ESL, etc.) weekly to DYS education staff in the form and manner required by DYS.
- C. Contractor **shall** enter daily attendance in eSchool.
- D. Contractor **shall** adhere to any additional reporting requirements determined by ADE or the DYS Education Superintendent of education. See Section 5.

#### **2.15 IMPLEMENTATION**

- A. Currently, the State manages all facilities and will turn over management to the awarded Contractor. Implementation of Contractor services will begin immediately upon contract award. Contractor **shall** take over full management services on July 1, 2019.
- B. It is anticipated that this implementation period will be approximately five (5) weeks. (From anticipated contract award to June 30, 2019.)
- C. Contractor shall execute Contractor's implementation plan as approved by DYS.
- D. Contractor's implementation plan shall include Contractor's plan to give consideration to current DYS employees in good standing during the hire process.
- E. Contractor's implementation plan **shall** give consideration to current DYS employees in good standing during the hire process.

#### **2.16 TRANSITION AT END OF CONTRACT**

- A. In the event of a contract termination or failure to renew the existing contract, the Contractor **shall** cooperate in every possible way with a future provider and DYS to ensure there is not any interruption or reduction in service and that the transition of DYS properties **must not** cause harm to the business of DYS beyond the necessary consequences of a change of contractors.
- B. At the expiration or termination of a resulting contract, the Contractor **shall** return the State-owned or leased assets, facilities and grounds to DYS in the same or better condition as on the initial date of a resulting contract, normal and/or ordinary wear and tear or depreciation excluded. Final determination of the satisfaction of this requirement will lie with DYS.
- C. Should there be an unreasonable delay in the transfer of the facilities and/or the transfers of all DYS property to a future Contractor, as reasonably determined by DYS to have been due to the current Contractor not fully cooperating with or assisting DYS and/or the future Contractor in the transition process, DYS will have the right to withhold payment to the Contractor until the transfer of the facility to DYS and/or the future Contractor is complete and all DYS property is accounted for and is in working order, as determined by DYS.
- D. Damages caused at the facilities and to the assets owned by DYS that are identified and investigated by DYS staff to be the result of neglect by the Contractor's failure to perform contractual obligations will result in repair/replacement expense to the equivalent, as determined by DYS, to be borne by the Contractor. DYS will have the right to withhold payment to the Contractor until all damages are corrected.

#### **2.17 PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Prospective Contractor **shall** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Attachment O: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.

- C. The State has 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 Prospective Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Prospective Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Prospective Contractor **shall** follow the direction of the State agency regarding the required compensation process.

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## **SECTION 3 – FACILITY OPERATIONS AND USAGE REQUIREMENTS**

- **Do not** provide responses to items in this section unless specifically and expressly required.

### **3.1 OPERATIONS AND MANAGEMENT**

- A. Contractor **shall** operate the facility in accordance with all applicable State and federal laws and regulations including all ACA, Arkansas Department of Environmental Quality (ADEQ), and Arkansas Building Authority (ABA) standards and guidelines for juvenile facilities.
- B. Contractor **shall** provide documentation of annual inspection of the facility by the Fire Marshall State regulations to DYS upon request by DYS.
- C. Contractor **shall** use the DYS-furnished property only in connection with a resulting contract. Title to DYS-provided property, including real property and improvements, will remain with DYS.
- D. Contractor **shall** maintain the overall facility in a neat and clean general appearance as determined by DYS.
- E. Contractor **shall** perform routine cleaning and inspection of all equipment, buildings, and grounds in accordance with ACA standards or any applicable manufacturers' recommendations.
- F. Contractor **shall** pay all utility services and required deposits on or before due date specified by the utility provider.

### **3.2 FACILITY SPACE USAGE**

- A. DYS will reserve and coordinate designated space onsite for all services specified in this RFP including without limitation the following services provided by outside contractors: Medical Services and Online General Education.

### **3.3 DYS ASSET MANAGEMENT AND RECORDS**

- A. Contractor **shall** keep records, in the form and manner required by DYS, of all maintenance and repairs on all State-owned or leased facilities and grounds and **shall** give DYS the opportunity to inspect such records immediately upon request by DYS.
- B. Contractor **shall** submit the related records to DYS immediately when requested and upon contract termination in the form and manner required by DYS.
- C. All records **must** remain be the property of DYS.
- D. Contractor **shall** maintain a listing of all assets for the program site in the form and manner required by DYS.
- E. Contractor **shall** report all assets discovered missing to DYS Chief Financial Officer within eight (8) hours of discovery.
- F. Contractor's Facility personnel **shall** cooperate with a periodic inventory reconciliation conducted by DYS personnel.
- G. Contractor **shall not** use any assets for any purpose apart from the delivery of services identified in this solicitation.
- H. Contractor **shall** cooperate with and implement any corrective actions as mandated by DHS as requested.

### **3.4 DYS ASSETS**

- A. Within ninety (90) days following the start of a resulting contract, the Contractor and designated DYS personnel **shall** complete a joint inventory of assets. As part of this joint review the Contractor and DYS **shall** inspect and document the condition of all identified assets. This inspection **must** include, but not be limited to, buildings, grounds, infrastructure, and physical assets.

Capitalization thresholds for capitalizing assets are as follows:

1. Equipment – \$5,000
2. Equipment – Low Value \$2,500 - \$4,999.99
3. Equipment – Low Value High Risk\* - \$500 - \$2,499.99

\* As determined by DYS assets that are easily susceptible to pilferage, for example, laptop computers, iPads, camera equipment, video equipment, printers, tools, cell phones, handheld radios, binoculars, etc. **must** be immediately replaced at Contractor's cost if they cannot be accounted for on any asset audit.

- B. The ownership to all items purchased with contract funds or affixed to the facility **must** be vested with DYS at the time of purchase or transfer to the Contractor for program use.
- C. Contractor **shall** maintain a listing of all assets for the program site in the form and manner required by DYS.
- D. Facility personnel **shall** cooperate with a periodic inventory reconciliation conducted by DYS personnel.
- E. When an asset has been determined to have outlived its useful life, DYS Chief Financial Officer or Assistant Director of Residential Operations **must** be notified within twenty-four (24) hours of determination.
- F. Disposal of State property **must** be handled by State Marketing and Redistribution policies and procedures. Contractor **shall** follow DYS guidelines for the process.

### 3.5 FOOD SERVICES

- A. Contractor **shall** establish and ensure a consistently qualitative level of food services provided at the facility according to a written food service plan, policy, procedure, and practice document approved by DYS and that complies with ADE guidelines, ACA standards, and Arkansas Department of Health (ADH) regulations which are in keeping with standards of good practice for protecting the nutritional needs, and well-being of all juveniles and staff. Contractor's food service program **shall** comply with all provisions of Arkansas Code Annotated § 15-4-3801 et. Seq. governing the purchase of locally grown food and farm products.
- B. Contractor **shall** supply and maintain utensils and equipment sufficient to meet Arkansas Health Department guidelines and adequately serve all juveniles onsite.
- C. Contractor **shall** qualify for and participate in the National School Lunch Program (NSLP).
- D. Contractor **shall** prepare a written monthly meal plan for all meals, including special diets, at least one (1) week prior to service.
- E. Menu plans that comply with USDA Dietary Guidelines **must** be reviewed and approved by a registered dietician and posted in view of serving counter.
- F. Contractor **shall** ensure juveniles who have special dietary needs/restrictions receive meals that satisfy those dietary factors.
- G. Contractor **shall** document that the facility's system of dietary allowance is reviewed at least annually by a dietician to ensure compliance with nationally recommended food allowances as described by NUTRIKIDS in the form and manner required by DYS Wellness Policy (See Attachment P).
- H. Contractor **shall** document that prescribed diets are prepared and served to juveniles according to the orders of a treating physician, dentist or responsible health authority official in the form and manner required by DYS.
- I. Contractor **shall** provide documentation during all Arkansas Department of Health inspections and DYS Quality Assurance reviews that all food service staff members meet local and State health regulations for working in institutional food services in the form and manner required by DYS wellness policy.

### 3.6 VEHICLES

- A. Contractor **shall** provide and maintain a sufficient number of vehicles to transport juveniles to all needed health, education, medical, legal, or other appointments and locations as determined necessary in meeting the juvenile's treatment service needs.

- B. Contractor **shall** maintain, in the form and manner required by DYS, vehicle maintenance records for all vehicles used to transport juveniles.
- C. Contractor **shall** provide all repair and maintenance for vehicles.
- D. Contractor **shall** ensure all drivers maintain a valid Arkansas Driver's License.
- E. Contractor **shall** maintain, on file, a copy of a current, valid Arkansas Driver's License for each driver.
- F. Contractor **shall** maintain documentation, on file at the facility, of an annual Office of Driving Services Traffic Violation Report for all drivers. Drivers transporting juveniles **shall** be subject to the following conditions:
  - 1. Drivers who have accumulated more than ten (10) points on their current Traffic Violation Report **shall** attend a defensive driving course.
  - 2. Drivers who have accumulated more than fourteen (14) points or Driving While Intoxicated (DWI) on their current Traffic Violation Report **shall not** drive vehicles until reviewed by the DYS Assistant Director of Residential Operations.
  - 3. The DYS **shall** make the determination if and when driving privileges will be returned.

### 3.7 TRANSPORTATION

- A. Contractor **shall** be responsible for transporting juveniles as directed by DYS. Regardless of distance the Contractor **shall** transport the juvenile to all health, education, medical, legal, or other appointments and locations as determined necessary in meeting the juvenile's treatment service needs including juvenile transport to the facility and appropriate location upon discharge/transfer.
- B. Contractor **shall** collaborate with DYS as required to transport newly committed or reassigned juveniles from prior in-State placements to AJATC Facility.
- C. Contractor **shall** collaborate with DYS and/or parents/guardians to help facilitate transportation of a juvenile home or to his or her destination once discharged from DYS physical custody.
- D. In the event a juvenile's discharge calls for out-of-state placement, the DYS Interstate Compact Agreement Coordinators will facilitate arrangements and provide transportation.
- E. Contractor **shall** adhere to applicable State laws, DYS policies, and ACA standards regarding vehicle and driver licensing, registration, liability insurance, and operation, in order to ensure the safe and secure transport of juveniles.
- F. Contractor **shall** maintain vehicle transportation logs in each vehicle. Logs **must** meet or exceed ACA standards.
- G. Contractor **shall** ensure vehicle log use on every transport and maintain an updated copy on file at the facility for each vehicle used to transport juveniles.
- H. Contractor **shall** ensure a minimum of two (2) staff in every transport even if only one juvenile is being transported.
- I. Contractor **shall not** transport juveniles outside of Arkansas State lines for any reason without explicit written authorization from DYS Assistant Director of Residential Operations or designee. Exceptions **must only** be made in the case of major medical needs to save life or limb and only if services are not available in Arkansas.

### 3.8 PEST CONTROL INSPECTIONS

- A. Contractor **shall** subcontract for vermin and pest control services with an experienced, licensed pest control contractor.
- B. Contractor **shall** ensure pest control services meet ACA regulation.
- C. Contractor **shall** document services and inspections quarterly and maintain the records file at the facility.

- D. Contractor **shall** ensure that pest control services are being performed and that any vermin and pest problems are controlled.

### 3.9 **STANDARD MAINTENANCE AND REPAIR**

- A. Contractor **shall** maintain buildings, grounds, and all related equipment in compliance with applicable codes; in accordance with all regulations, laws and polices cited in this solicitation; and in compliance with direction provided by DYS. This includes all facility infrastructure, buildings, vehicles, roads, sidewalks, fences, etc.
- B. Contractor **shall** conduct and/or allow monthly inspections of facilities and equipment (generators, HVAC, etc.) staff to identify deficiencies, problems, code violations, and to identify buildings, grounds, fences, equipment, hardware, locks, appliances, or vehicles, that are not working, defective, unsafe, or not in good condition. Inspections **must** include those performed by the Department of Health.
- C. Contractor **shall** make any repairs, in which the total of the repair is one thousand nine-hundred and ninety-nine dollars and ninety-nine cents (\$1999.99) or less, within seven (7) calendar days of discovery by Contractor or be in the process of making such repairs. Contractor **shall** be responsible for these repairs, and the cost **must** be factored into bid rate.
- D. Contractor **shall** provide contact information of prospective service providers to DYS for obtaining quotes or bids, on projects over two thousand dollars (\$2,000), for Division sponsored physical plant repair/replacement activity.
- E. Contractor **shall** provide daily supervision of service providers during Division sponsored physical plant repair/replacement activity.

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## **SECTION 4 – SAFETY AND SECURITY REQUIREMENTS**

- **Do not** provide responses to items in this section unless specifically and expressly required.

### **4.1 RIGHTS OF JUVENILES**

- A. Contractor **shall** ensure that the rights of juveniles are observed under Arkansas State law, Federal law, ACA regulations, and ADE regulations. This includes but is not limited to: Health Insurance Portability and Accountability Act (HIPAA), Individuals with Disabilities Education Act (IDEA), Family Educational Rights and Privacy Act (FERPA), Section 504 of the Rehabilitation Act of 1973, and Prison Rape Elimination Act (PREA).
- B. In accordance with ACA Standards for Juvenile Treatment Facility (JTF), the Contractor **shall** ensure that juveniles placed in the facility **shall**:
1. Receive orientation
  2. Receive a DYS-juvenile handbook (to be provided to Contractor at contract award) during orientation. Assistance must be provided by Contractor for any language or reading barriers.
  3. Be granted access to counsel and the court when required.
  4. Have access to unimpeded health care.
  5. Be aware that no discrimination is allowed in the facility.
  6. Have access to programs and services available at the facility.
  7. Be protected from all forms of abuse or neglect (from Provider staff and from other juveniles).
  8. Be provided bedding, daily hygiene products and restroom facilities, and safe storage space for personal property (unless such items present a risk).
- C. Contractor **shall** maintain on site, and produce upon request by any DYS staff, documentation that verifies the following (In the form and manner required by DYS):
1. That all juveniles are given access to unimpeded health care;
  2. That there is an established grievance process and evidence is provided that it is made available to and utilized by all juveniles
  3. That juveniles' records note the application of disciplinary procedures as outlined in the juvenile handbook (to be provided to Contractor at contract award) and established by facility policy
  4. That all juveniles have been allowed to make or receive phone calls, and that calls to caseworker, clergy, legal counsel or abuse hotlines are NOT monitored.

### **4.2 SECURITY AND CONTROL**

- A. Contractor **shall** use a combination of supervision, accountability, inspection and clearly defined policy and procedures on the use of security to promote safe and orderly operations in accordance with all laws, regulations and policies cited in this solicitation.
- B. Contractor **shall** provide and have a communication system (2-way radios, hardwired telephones, DYS-approved electronic communication devices) between the Facility Security Control Center and facility staff at the juvenile living units.
- C. Contractor **shall** maintain a daily written report of facility equipment inspections.
- D. Contractor **shall** have a system approved by DYS for physically counting juveniles which meets or exceeds ACA standards and DYS Facility Policy Manual.
- E. Contractor **shall** have a system that accounts for the placement and whereabouts of all juveniles in the facility.

- F. Contractor **shall** maintain a twenty-four (24) hour security system to include, but not be limited to:
1. Control center at the facility for monitoring and coordinating security within the facility.
  2. A controlled perimeter that meets or exceeds ACA Standards and State requirements
- G. Contractor **shall** submit a daily census report to the DYS Intake and Case Management Unit and the DYS Quality Assurance Section in the form and manner required by DYS. The daily census **must** be taken at midnight.
- H. Contractor **shall** ensure that all juveniles are visually monitored through room checks at least every fifteen (15) minutes.
- I. Contractor **shall** maintain a permanent daily residential log book, identifying each room check, during hours that juveniles are assigned to their rooms and record occupancy of each juvenile present by room. The log book must contain the following information
- J. Logs **must** be available for review upon demand to DYS.

#### 4.3 **CLASSIFICATION/HOUSING**

Contractor **shall** submit and adhere to a classification and housing assignment policy that meets or exceeds PREA standards and is approved by DYS including, but not limited to the following:

- A. Juvenile's physical characteristics (i.e., age, sex/gender identity, height, weight, and general physical stature)
- B. Juvenile's perceived maturity level
- C. Seriousness and type of offense (i.e., a crime against a person or property)
- D. Juvenile's history and background
- E. Juvenile's attitude upon admission
- F. Past involvement in assaultive or aggressive behavior, sexual misconduct, or demonstrated emotional disturbance.

#### 4.4 **AGE APPROPRIATE SERVICES AND PLACEMENT**

- A. Contractor **shall** ensure that all juveniles eighteen (18) years old or older have no interactive contact with any younger juveniles. Contractor may achieve this separation by age through time phasing of common use non-residential areas. Contractor may seek exceptions to this requirement from DYS.
- B. Contractor **shall** maintain a log book in the Control Center, in the form and manner required by DYS, which documents any time phasing of shared areas.

#### 4.5 **MANDATED REPORTING**

Pursuant to Ark. Code Ann. §12-18-402 (b), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents **shall** immediately call in a report to the Child Abuse Hotline if Contractor and any of its employees, agents, and Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect:

1. That a child has been subjected to a child maltreatment;
2. Died as a result of maltreatment;
3. Died suddenly and unexpectedly; or
4. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment.

**4.6 CHILD ABUSE**

- A. All child maltreatment allegations concerning any person(s) employed or subcontracted at a DYS residential facility **must** be investigated in accordance with the Child Maltreatment Act at A.C.A. § 12-18-602 et seq., or any subsequent revision of the act.
- B. Contractor **shall** comply with Arkansas Code Annotated § 12-12-507 and notify the Child Abuse and Neglect Hotline in accordance with DYS Incident Reporting Policy (*See Attachment Q*) of all reports of suspected abuse or neglect of a juvenile in the facility, including any alleged or suspected maltreatment that occurred prior to the youth's placement at the facility.
- C. Immediately after notifying the hotline, the Contractor **shall** notify DYS in accordance with DYS Incident Reporting Policy.
- D. Contractor **shall** document the notification in the juvenile's individual case file.
- E. Contractor **shall** complete incident documentation in the JJIS within eight (8) hours of incident.

**4.7 INCIDENT REPORTING**

- A. Contractor **shall** submit an Incident Report Form in accordance with DYS Incident Reporting Policy via the JJIS notifying the DYS Intake and Case Management Unit On-Call Staff or Administrator and Internal Affairs Unit of all major incidents, illness, or death involving a juvenile.
- B. Contractor **shall** complete a Review of Incident Response in compliance with the DYS Policy on Incident Reporting, Debriefing and Containment.
- C. Incident Report supporting documentation **must** be submitted to DYS within no less than ten (10) working days after the applicable incident.
- D. All incident debriefings **must** be submitted to DYS Internal Affairs Unit as requested for any applicable incident.
- E. Contractor **shall** maintain, on site, an electronic log indicating Incident Reports submitted.
- F. Contractor **shall** maintain major incidents at or below 3-year baseline average as required by DYS.

**4.8 ABSENCE WITHOUT LEAVE**

In the event of an Absence Without Leave (AWOL) of a juvenile, Contractor **shall** adhere to the notification sequence in DYS AWOL Policy. Contractor **shall**:

- A. Contact the local county sheriff's office, local city law enforcement, DYS Placement Unit and On-Call Staff/Administrator within ten (10) minutes of discovery. A State-wide pick-up order **must** be initiated through the scheduled DYS On-Call Administrator or per consult with the DYS Clinical Director and forwarded to the Arkansas State Police.
- B. Contact law enforcement in the juvenile's home county or locale where the juvenile is believed to be and contact the juvenile's parent or guardian, within one (1) hour of discovery.
- C. Adhere to the reporting requirements and time frames specified in DYS Policy and Procedures on AWOL Notification and Apprehension.
- D. Hold DYS harmless from any additional cost that arises from the juvenile's activities while AWOL.

**4.9 BULLYING**

- A. Contractor staff **shall** actively encourage juveniles to report any behavior they consider to be bullying, harassing or cyber-bullying, whether directed at themselves or at another juvenile.
- B. Juveniles **shall** be advised at time of intake and a minimum of monthly that reports of bullying or harassment can be made verbally or in writing to any staff member.

- C. Any employee who has witnessed or received a report that a juvenile has been a victim of behavior considered to be bullying or harassment **shall** make a written report within one (1) hour of the notification or incident, in accordance with DYS Incident Reporting Policy. Report **must** also be entered in to the JJIS prior to the end of shift in which the incident takes place.
- D. The facility administrator, or designee at each facility **shall** personally investigate each report of bullying or harassment and, in consultation with DYS clinical staff, determine the appropriate response, including but not limited to:
1. Disciplinary action for the instigator(s)
  2. Protective measures for the victim(s)
  3. Counseling/therapeutic intervention for the victim(s), instigator(s), or both
- E. If at any time a facility staff member believes a juvenile is at imminent risk of serious physical, psychological, or emotional harm as a result of bullying or harassment, immediate action **must** be taken in accordance with facility procedures to protect that juvenile, including:
1. Taking protective action as top priority to completing an investigation.
  2. Taking reports from all witnesses.
- F. For disciplinary action purposes, bullying and harassment **must** be treated as acts of aggression, even if the conduct itself is non-aggressive in nature.
- G. DYS or Contractor staff found to be in violation of requirements for this section pertaining to the supervision, safety, and protection of juveniles **shall** be subject to State and Federal Law.
- H. Contractor **shall** post a notice, approved by DYS, in classrooms, and provide said notice to teachers and employees, of what constitutes bullying, harassment, and cyber-bullying.
- 4.10 PRISON RAPE ELIMINATION ACT (PREA)**
- A. Contractor **shall** make every effort to eliminate sexual assaults against DYS juveniles using Prison Rape Elimination Act (PREA) standards, federal and State laws as guidance and the DYS Sexual Assault Prevention and Intervention policy (provided to Contractor at contract award).
- 4.11 SUICIDE PREVENTION**
- A. Contractor **shall** adhere to all DYS policies procedures and directives concerning suicide prevention and intervention regarding juveniles in residence at the facility.
- 4.12 EMERGENCY PREPAREDNESS**
- A. An emergency **must** be defined as an unforeseen combination of circumstances which requires immediate action. (e.g. tornado, flood, riot, etc.)
- B. Contractor **shall** prepare emergency contingency plans that meet or exceed ACA standards and DHS/DYS Policy within thirty calendar (30) days after contract award.
- C. Contractor **shall** submit policies, procedures and emergency plans as a section of the Contractor policy and procedure manual to be reviewed and approved by DYS on an annual basis and updated as required.
- D. All staff **shall** receive training on the emergency plans and any subsequent modifications prior to their implementation.
- E. Contractor's emergency preparedness plan for each facility **must** include the following without limitation:
1. Risk Assessment and Planning: "disaster risk" as it is related to their specific area. This is different for each facility due to the facilities location and resources available in area the facility is located. At minimum, emergency preparedness plans for each facility **must** address the following without limitation:

- a. Earthquakes
- b. Tornados
- c. Flooding
- d. Fires
- e. Cyber security attack
- f. Active Shooter
- g. Power-outages
- h. Medical Surge
- i. Elopement
- j. Infectious Disease Outbreak.

2. Emergency Disaster Plans for each facility **must** include the following without limitation:

- a. How Contractor staff will monitor the individuals currently identified to be at risk of elopement during said disaster.
- b. If the facility is required to evacuate, how the Contractor staff will meet the basic needs of their clients, i.e., Emergency housing, Emergency food supply, water, incontinent care supplies, bedding needs, transportation, etc.
- c. If the facility is to shelter in place what steps will be taken to ensure the safety and wellbeing of the individuals and staff.
- d. As part of the disaster plan, Contractor **shall** conduct monthly, quarterly and annual drills as outlined in said disaster plan.
- e. Contractor staff for each facility **shall** be trained on what to do for each identified disaster identified in the Facility's Emergency Disaster Plan.

#### 4.13 **SANITATION AND HYGIENE**

- A. Contractor **shall** operate a thorough and effective sanitation program according to Contractor's written policies and procedures that comply with ACA standards, DHS, and Arkansas Department of Health (ADH) regulations that are in keeping with standards of good practice for protecting the health and safety of all juveniles and staff.
- B. Contractor **shall** maintain a clean, sanitary, organized, safe, and secure facility in compliance with or exceeding ACA standards and in keeping with standards of good practice to protect the health and safety of juveniles and staff.
- C. Contractor **shall** perform, at minimum, monthly inspections of each living area to assess a deficiency rate per ACA for each living area and for the aggregate of all units. Living areas **must** be defined as follows:
  1. Each dormitory; and
  2. All pod units
- D. Contractor **shall** document inspections, ensuring that the buildings, living areas and grounds meet or exceed ACA standards and State law and regulations and are in keeping with standard of good practice to protect the health and safety of juveniles and staff.

#### 4.14 **FACILITY REVERSION PLAN**

- A. In the event DYS requires additional beds due to urgent/emergency reasons as determined by DYS, daily bed rate for additional beds **must** be at the same rate as stated in the resulting contract. Contractor **shall** hire additional temporary staff to maintain compliance with staffing ratios.
- B. In the event of a contract termination or a failure to renew the existing contract, the Contractor **shall** cooperate in every possible way with a future provider and DYS to ensure there is not any interruption or reduction of service

and that the transition of DYS properties **must not** cause harm to the business of DYS beyond the necessary consequences of a change of contractors.

- C. At the expiration or termination of a resulting contract, the Contractor **shall** return the State-owned or leased assets, facility and grounds to DYS in the same, or better, condition as on the initial date of a resulting contract, normal and/or ordinary wear and tear or depreciation excluded. Final determination of the satisfaction of this requirement will lie with DYS.
- D. Should there be any non-compliance with Contractor's DYS-approved transition plan, DYS will have the right to withhold payment to the Contractor until the transfer of the facility to DYS and/or the future contractor is complete and all DYS property is accounted for and is in working order, as determined by DYS.
- E. Damages caused at the facility and to assets owned by DYS that are identified and investigated by DYS staff to be the result of neglect by the Contractor's failure to perform contractual obligations **must** result in repair/replacement expense to the equivalent, as determined by DYS, to be borne by the Contractor. DYS will have the right to withhold payment to the Contractor until all damages are corrected.

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## **SECTION 5 – EDUCATION**

- **Do not** provide responses to items in this section unless specifically and expressly required.

### **5.1 SCHOOL ADMINISTRATION**

- A. Contractor **shall** comply with all DYS policies (provided at contract award) and Arkansas Department of Education (ADE) regulations.
- B. Contractor's education staff **shall** attend professional development sponsored by DYS based upon the provided school calendar.
- C. Contractor **shall** collaborate with contracted education provider to facilitate educational services and enrollment which adhere to DYS and ADE Educational Policies governing all juveniles, regardless of any disability, within one (1) day after intake into the facility.
- D. Contractor **shall** follow a daily school schedule based on the ADE requirements, as approved by DYS.
- E. Contractor **shall not** disrupt or diverge from any schedule established by the DYS Education Superintendent, without express approval by DYS Education Superintendent.
- F. Contractor **shall** comply with current Arkansas Department of Education (ADE) standards for Class Time, including without limitation:
  1. Number of school days
  2. Seat time per day
  3. Average instruction time per week
- G. The Contractor **shall** enter the following records into the electronic reporting system and notify DYS Education Department of the students who have transferred or discharged within forty-eight (48) hours of a juvenile's transfer or discharge from the facility:
  1. Transfer or discharge report **must** be filled out, signed, and dated by Facility Administrator or designee on the day the student terminates/transfers.
  2. Withdrawal grades
  3. Copy of GED certificate, as applicable
  4. Pre and post assessment data
  5. All other educational records in juvenile's file not listed specifically above as determined by DYS.
- H. Contractor **shall** provide academic status reports to families as designated by the school calendar or as requested by parent/guardian.
- I. Contractor **shall** provide English Language Learner (ELL) Services as required by ADE and Federal laws. Contractor **shall** contact DYS for translation services.
- J. The Contractor **shall** offer an on-going consistently operational GED program for eligible juveniles according to State and federal guidelines.

### **5.2 GENERAL EDUCATION**

- A. General education services will be provided digitally at each facility by a DYS-contracted education provider.
- B. Contractor **shall** provide and coordinate space on-site and within for the provision of virtual/online coursework with no more than ten (10) students per classroom.
- C. The Contractor **shall** provide education coaches/classroom facilitators to provide classroom management, teach collaboratively and supplement digital courses provided by the DYS-contracted education contractor

- D. Education coach and any additional direct care staff **shall** be provided at coach/student ratio of 1:8.
- E. The Contractor **shall** submit student classroom attendance for each period utilizing the eSchool system.

### **5.3 EDUCATIONAL RECORDS ACCESS, RETENTION AND RELEASE**

- A. The DYS Registrar or designee will be responsible for requesting, receiving and forwarding, as applicable, student education records and related information in the most expedient manner when requests are received.
- B. Records from the last known education facility attended by the juvenile will be received by the DYS Registrar when notified of the juvenile's commitment to DYS.
- C. Juvenile education records received from a Juvenile Detention Center (JDC) or a public school by the Contractor **shall** be electronically forwarded to the registrar's office at DYS within forty-eight (48) hours of accepting commitment of the juvenile.
- D. Education records received by DYS will be confidential. Other than required exchanges of information between the Contractor, DYS (and its agents), and the courts (and their agents), the DYS Registrar is responsible for determining all releases of information in compliance with State and federal regulations.
- E. The DYS Registrar will ensure that records are distributed only as needed within the DYS service provider network.

### **5.4 CONFIDENTIALITY OF INFORMATION**

- A. The Contractor **shall** ensure the confidentiality of all student records which fall under the Family Educational Rights and Privacy Act (FERPA).
- B. The Contractor **shall** request approval by DYS Director to conduct all research or pilot projects in the education program.
- C. Contractor **shall** request parental consent through the DYS Education Superintendent regarding projects involving the viewing of juvenile records or any form of contact with the juvenile.
- D. The Contractor **shall** ensure copies of the discharge documents are in the JJIS to the release, direct discharge, or transfers of the juvenile's education file.

### **5.5 GENERAL EDUCATION – STUDENT SUCCESS PLANNING**

- A. The Contractor **shall** complete a Student Success Plan, as defined in Arkansas Code Annotated § 6-15-2903(12), utilizing the DYS procedures of implementation for all students in a grade level as determined by DYS.

### **5.6 SECONDARY AND CONTINUING EDUCATION**

- A. Contractor **shall** provide an opportunity for a secondary education program, industry certification, or vocational certificate program.
- B. Contractor **shall** allow juveniles to participate in vocational programming who have graduated from high school, who are working towards a diploma, who have obtained a GED, and/or for whom a vocational aptitude screening indicates that such vocational instruction would further assist in their successful reintegration.
- C. Contractor **shall** complete a reenrollment form and forward a copy to the DYS registrar for academic placement regarding any student who has obtained a GED and requests enrollment into academic classes for the purpose of obtaining a high school diploma.
- D. Contractor **shall** administer an aptitude and needs screening of each juvenile based on the vocational programs DYS has authorized for service.
- E. Contractor **shall** provide an overview of the vocational choices, basic job skills and subsequent vocational counseling from an approved curriculum to every assigned juvenile upon intake, regardless of age.



- F. Contractor **shall** implement a vocational education program applicable to population and size of facility, which will assist the juvenile in becoming independent and make healthy lifestyle choices upon return to the community. At a minimum, instruction **must** include job interviewing, job skills coaching and computer training.
- G. Contractor **shall** work in collaboration with DYS and any partnering State agency or contractor to bring additional secondary education or vocational training to each residential facility.

#### 5.7 **PRE AND POST TESTING**

- A. Contractor **shall** conduct academic evaluations as required by Accucess Career Interest Assessment and TABE testing tools, using tests and processes approved by the DYS Education Superintendent.
- B. Pre-testing **must** occur within two (2) weeks of the juvenile's arrival on campus.
- C. Post-testing **must** occur four (4) weeks prior to the juvenile's transfer to an aftercare program, another facility, or discharge/release from DYS custody unless immediate transfer prevents post testing.
- D. Results of the testing **must** be included in the juvenile's education records prior to the juvenile's transfer or discharge from the program.
- E. Every Friday by noon, testing results **must** be reported, in the manner required by DYS, to the DYS Registrar for monitoring and reporting purposes in the form of a DYS approved roster of students.

#### 5.8 **JUVENILE USE OF TECHNOLOGY MEDIA**

- A. The Contractor **shall** work with each juvenile to complete and submit Student Access Form (SAF) for each facility admission within seven (7) days of completion in electronic format to the DYS Information Systems Section prior to each student having any computer access.
- B. The Contractor **shall** ensure each juvenile is instructed in the DYS-approved limitations for use of media, including behaviors to avoid, damage to the machines, software and materials, as well as restrictions on the use of internet prior to use.
- C. Contractor's staff **shall not** allow juveniles' access to unauthorized devices and websites.
- D. Contractor **shall** supervise at all times via physical presence of Contractor staff while using technology media center, especially any use that may involve or permit access to the Internet.
- E. Contractor staff member(s) detecting the misuse of technology media **shall** make a written report to the DYS Education Superintendent, in addition to any other incident reports, in accordance with DYS Incident Reporting Policy.
- F. The Contractor may consider the nature and severity of the violation, any previous violations, and any other factors deemed relevant in determining the length of loss of technology media privileges.
- G. All technology media activity and Internet use may be subject to electronic monitoring by DYS.

#### 5.9 **GRADING: SPECIAL AND VOCATIONAL EDUCATION**

- A. Contractor **shall** provide teachers for special education and vocation course work.
- B. Grading for special education and vocational course work **must** be the responsibility of the Contractor and the special education and vocational teachers hired by the Contractor.
- C. Grades **must** accurately reflect the student's mastery of the material and grades assigned to students **must** reflect educational objectives only.
- D. Teachers **shall** use a variety of assessment methods such as unit tests, project evaluation, formative evaluation, etc.
- E. There **must not** be fewer than six (6) test/major project grades per semester in each subject area, including a required semester exam.

- F. Teachers **shall** record a minimum of two (2) grades per week for each subject in which no more than one half (0.5) credit **must** be of homework assignments. Grades **must** be entered utilizing electronic system (eSchool) Teacher Access Center (TAC).
- G. A copy of each student's report cards **must** be signed, dated, and submitted to the facilities manager for the official record and a signed copy **must** be sent to each student's parent or guardian. Contractor **shall** electronically upload grades, create report cards, transmit report cards to each student's parent or guardian, and file report cards in each student's official record within ten (10) business days of the end of the grading period.
- H. Contractor **shall** utilize electronic system (eSchool) to submit attendance daily, beginning each class period, per ADE requirements.
- I. Grade inflation **must** be prohibited.
- J. The teacher's grade book **must** be the official academic record of student's progress.
- K. All teachers **shall** keep an up-to-date record of student grades utilizing electronic system.
- L. Teachers **shall** follow the standard grading scale to administer grades:
  - 1. 90-100 A
  - 2. 80-89 B
  - 3. 70-79 C
  - 4. 60-69 D
  - 5. < 60 F
- M. The Contractor **shall** demonstrate that the student and parent/guardian are made aware of the student's progress via progress reports.
- N. Contractor **shall** store hard copies of student grades for the duration of the contract term and **must** turn over all copies to DYS upon request by DYS or at the end of the contract term.
- O. Teachers **shall** maintain four (4) or more representative work samples in the file for completed terms on each student.

#### **5.10 CLASSROOM BEHAVIORAL DISRUPTIONS**

- A. The Contractor may determine the appropriate immediate action regarding disruptive behavior. Recommendations for removal from the regularly scheduled classroom environment for an extended period of time (two days or more) **must** be forwarded to the DYS Education Superintendent and DYS Clinical Director for approval.
- B. Classroom disruptions **must** be contained to minimize impact for non-disruptive youth. Seat time may be disrupted for youth only when necessary to ensure the safety of youth and staff, or when unavoidable (i.e., loss of power, etc.).

#### **5.11 SPECIAL EDUCATION – GENERAL**

- A. The Contractor **shall** provide a continuum of educational placements to the juvenile population who receive special education services.
- B. Contractor's Special Education staff **shall** participate in trainings and provide reports and supporting documentation to the DYS Special Education Administrator upon request of all activities on behalf of youth.
- C. Juveniles **shall** be identified as being in need of Special Education and related services by the following means:
  - 1. Upon entering a facility, the juvenile will self-report if they have received Special Education in the past.
  - 2. Academic records from a previous school or treatment facility indicate previous placement in Special Education. Documentation **must** be filed in the JJIS and noted in eSchool.

3. Teachers, Case Managers, or Counselors may refer the juvenile for consideration of Special Education and related services.
- D. The Contractor **shall** make services available to all juveniles identified for Special Education within thirty (30) days after development of the Individualized Education Program (IEP).
- E. The Contractor **shall** follow DYS procedures (DYS Policy Handbook provided at contract award) based upon Arkansas Department of Education (ADE) regulations and policies at each facility.
- F. The Contractor **shall** allow special education juveniles to participate in all educational and recreational activities with regular classmates unless determined otherwise by the facility's education staff within the decision-making process of a formal Special Education conference.
- G. Contractor **shall** meet the minimum requirements established by Individuals with Disabilities Education Act (IDEA 2004) Procedural Requirements Sections.

#### **5.12 SPECIAL EDUCATION – FREE APPROPRIATE PUBLIC EDUCATION**

- A. The Contractor **shall** provide Free Appropriate Public Education (FAPE) according to Arkansas Department of Education/Special Education standards.

#### **5.13 SPECIAL EDUCATION – TRANSFER POLICY**

- A. Per IDEA, the Contractor **shall** submit a Manifestation Determination, Functional Behavior Assessment, and Behavior Intervention Plan (BIP) within ten (10) business days of the third (3rd) movement as the receiving party. The plan **must** be submitted to the DYS Education Superintendent.
  1. Individuals with Disabilities Education Act (IDEA) requires an assessment to determine if the behavior is a result of the juvenile's disability.
  2. This action is required if a Special Education juvenile is transferred to a juvenile detention center (JDC) or another campus more than three (3) times a semester for discipline issues.

#### **5.14 SPECIAL EDUCATION – LEAST RESTRICTIVE ENVIRONMENT (LRE)**

- A. Juveniles with disabilities **shall** be educated with their non-disabled peers to the maximum extent appropriate.
- B. The Contractor may remove juveniles with disabilities from regular classroom education settings, upon notification to the DYS Superintendent of Education and the Special Education Supervisor for up to five (5) days total during placement with DYS. At the fifth (5<sup>th</sup>) day of removal, a separate programming conference which includes a Manifestation Determination review must be set up.
- C. The Contractor **shall** explain non-inclusionary practices with supporting documentation at the juvenile's IEP conference.
- D. The practices **must** be documented in the student's Special Education due process folder.
- E. Exclusion of any juvenile with an IEP, except when the exclusion is for threatening or disruptive conduct, **must** be documented on an appropriate ADE/Special Education Unit (SEU) Conference Decision Form.
- F. Educational services **must** continue with regard to continuum of service, placement, technical services, and other services as found in the ADE/SEU rules and regulations on Special Education and Related Services, if the juvenile is removed from mainstream educational activities.
- G. Continuum of placement options for LRE shall include:
  1. Regular education class/Indirect Service (RG)
  2. Regular class/some direct instruction (more than eighty percent [80%] in general education) (RG)
  3. Regular class forty percent to seventy-nine percent (40%-79%) in general education (RR)
  4. Some/no instruction in regular class (less than forty percent [40%] in general education) (SC).

**5.15 SPECIAL EDUCATION – DUE PROCESS**

- A. The Contractor **shall** collaborate with DYS Special Education Administrator to ensure procedures for due process are implemented.
- B. The Contractor **shall** ensure all juveniles who receive special education services are conferenced.
- C. The Contractor **shall** enter Special Education due process information into the JJIS with a notification to the DYS Special Education Supervisor within five (5) business days.
- D. The Contractor **shall** ensure that when a juvenile who receives special education services is transferred to another facility within the DYS system of education, the Special Education due process folder is sent via DYS approved electronic mail to the receiving facility within five (5) business days.

**5.16 SURROGATE PARENTS**

- A. A surrogate parent may represent a juvenile in all matters relating to the identification, evaluation, and educational placement of the juvenile and the provision of education to the juvenile when efforts to locate the parent, guardian, or individual acting in the place of those individuals has failed.
- B. The Contractor **shall** appoint a designee at the facility to be responsible for surrogate parent recruitment, training, and assignment to an individual juvenile. Surrogate parents **must not** be employees of the Contractor or DYS.
- C. The Contractor may appoint a surrogate parent to serve in this capacity for any time the need exists during the course of the academic school year.
- D. Supporting Documents **must** be placed with the student's Special Education due process file.

**5.17 CHILD FIND**

- A. The Contractor **shall** utilize the DYS Child Find Plan (*See Attachment R*) at the facility and abide by its regulations. DYS will have the right to update it at will to conform to State, federal law, and ADE/SEU regulations. Child Find is a legal requirement that schools find all children who have disabilities and who may qualify for Special Education and related services.

**5.18 DEGREE OPTIONS, IEP**

- A. The Contractor **shall** ensure that the juvenile, the Individualized Education Plan (IEP) team, and parent/guardian have the final determination of the student's best option regarding an IEP. In making that determination, the Contractor and others involved with the juvenile **shall** follow State and federal guidelines and laws established for juveniles receiving Special Education and related services.
- B. The Contractor **shall not** transfer a special education juvenile to GED classes without a Special education conference being held in accordance with State and federal law.
- C. The Contractor **shall** complete the following prior to placing a juvenile in the GED program:
  1. Contractor **shall** assist the juvenile in completing a formal application to the school for a waiver to enroll in an adult education program.
  2. Prior to any further action, the juvenile **shall** be administered a Test for Adult Basic Education (TABE) or an official GED practice test.
  3. Contractor **shall** ensure juveniles earn a total score of eight and one half (8.5) or above on all sections if the TABE is administered or a minimum score of four hundred and fifty (450) on each section, or a minimum of composite score of four-hundred and ninety (490) if the GED practice test is used.
  4. If all participants in the parent/teacher conference agree that the juvenile's best option is to enter the GED program, then the juvenile, parent/guardian, and DYS Superintendent, or designee, **shall** sign a written agreement.
  5. If the participants do not agree, the juvenile or parent/guardian may file an appeal within thirty (30) days with the DYS Superintendent.

- D. The Contractor **shall** re-enroll the juvenile in general education or special education (if applicable) within five (5) business days of dismissal from GED, if the juvenile does not successfully complete the GED process as determined by the facility administrator or their designee.
- E. Contractor **shall** use the DYS re-enrollment form to move the juvenile back into general education and a Special Education meeting, including a minimum of the required participants as defined by Arkansas Department of Education, **must** be held for students who were formerly receiving special education services to address eligibility, programming and placement issues.
- F. A GED juvenile who was formerly special education **shall not** transfer back to special education without a special education conference being held in accordance with State and Federal law and appropriate documentation, inclusive of an IEP, provided.
- G. Juveniles seventeen (17) or younger **shall not** be considered for GED programming unless all of the following prerequisites have been met:
  - 1. The juvenile is at least sixteen (16) years of age
  - 2. Permission is granted by the DYS Superintendent or designee
  - 3. One or more of the following circumstances exists:
    - a. Juvenile has less than twelve (12) credit hours
    - b. Requested by parents/guardians
- H. For juveniles with Individualized Education Plans who are committed to DYS, if the juvenile reaches age eighteen (18) while in DYS's physical custody:
  - 1. The Contractor **shall** counsel the juvenile to determine graduate requirements and options.
  - 2. The IEP team **shall** assist the juvenile in making the decision for the appropriate program.
  - 3. The Contractor in collaboration with DYS **shall** develop a committee to make any final decision on the juvenile's education, if the juvenile is cognitively impaired, as determined by a medical professional or other licensed educational or psychological examiner. If the juvenile wishes to pursue a GED, TABE or the GED pretest **must** be administered first, and the results explained to the student.

#### 5.19 **SCHOOL LIBRARY**

- A. Contractor **shall** maintain a functional library (coordinated media program) including both print and electronic media inside the facility that will support juveniles' academic assignments, personal interests, and other developmental/life skills resources which are educational, informational and recreational.
- B. This coordinated media program **must** be provided by the Contractor in order to make a wide range of media accessible to both teachers and students.
- C. The coordinated media program **must** have the ability to receive, store, retrieve, and display all forms of media.
- D. The media collection **must** contain a balance of print, non-print (audio, journals, videos, art collections, etc.), and electronic media adequate to meet the needs of the students and staff at each facility.
- E. The minimum book (print) collection in the media center **must** be at least eight (8) books per student. The books should represent material that is of interest and educational for the facility population.

#### 5.20 **DORMITORY MEDIA CENTER**

- A. Contractor's educational staff **shall** maintain a centralized location for extracurricular media in each dorm consisting of:
  - 1. Educational Materials that support coursework provided by online educational provider.
  - 2. Recreational reading materials based on appropriateness for age and gender of the juveniles housed on each unit.

- B. The Contractor's Facility Director (or designee for Educational Services) **shall**:
1. Mediate juvenile grievances in reference to denied access to textbooks, reference books, instructional materials and other appropriate reading materials that may assist with any homework assignments.
  2. Submit in writing any exceptions to the inventory list to meet the specific needs of the juveniles in each dormitory to the DYS Education Superintendent or designee.
  3. Ensure that juveniles have unrestricted access to educational materials.
  4. Document in the daily log, in the form and manner required by DYS, any incident that results in a juvenile being denied access to the education materials.
  5. Inventory the materials maintained in each unit on at least a quarterly basis.
  6. Report within twenty-four (24) hours any materials which are missing, destroyed, or damaged to such an extent as to affect the juveniles' access to information (i.e., missing pages, illegibility, etc.).

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## **SECTION 6 – TREATMENT AND CASE MANAGEMENT**

- **Do not** provide responses to items in this section unless specifically and expressly required.

### **6.1 PROVISION OF THERAPY AND CASE MANAGEMENT**

- A. At any time during the contract duration DYS will have the right of refusal regarding staffing or to contract the following services to other contractors. If DYS invokes this right, then the daily bed rate **must** be reduced in proportion to the contract cost for these services. DYS will give the Contractor a thirty (30) calendar day written notice of intent to invoke this clause.
- B. At any time during the contract duration DYS will have the right to reinstate any services that may have been provided by another contractor. If DYS invokes this right, then the daily bed rate **must** be increased in proportion to the contract cost for these services. DYS will give the Contractor a thirty (30) calendar day written notice of intent to invoke this clause.

### **6.2 TREATMENT MODEL**

The Contractor **shall** utilize developmentally appropriate Trauma-Focused Cognitive Behavioral Therapy as the operational treatment model. This model is built upon a Cognitive-Behavioral Treatment foundation.

### **6.3 MASTER TREATMENT PLAN**

Contractor **shall** work with DYS and contracted staff on each youth's multi-disciplinary team to construct a master treatment plan for each assigned youth. The master treatment plan **must** address the goals for the residential treatment identified on the youth's case plan. Contractor **shall** ensure its clinical, mental health and direct-care staff follow the master treatment plan and deliver services and interventions in accordance with that plan, as well as any behavior support or other directives which flow from the master treatment plan.

- A. Contractor **shall** coordinate structured, client-centered treatment programs utilizing evidence-based treatment modalities and designed to reduce the rate of potential juvenile recidivism. Contractor staff **shall** assist with discharge and aftercare planning to promote successful reintegration to the community following discharge.
- B. Contractor **shall** collaborate with the Statewide medical provider and DYS to adequately address treatment planning and maintenance of records.
- C. Contractor-coordinated treatment program **must** include the following components without limitation:
  1. Behavioral Health, Mental Health and Substance Abuse
  2. Life and Work Skills
  3. Structured Treatment Environment

### **6.4 CLINICAL STAFF REQUIREMENTS**

- A. Contractor **shall** assign clinical staff to participate in Multi-disciplinary staff meetings regarding juveniles.
- B. Contractor **shall** ensure each juvenile has an assigned therapist within a 1:16 ratio.
- C. Contractor **shall** ensure therapists are supervised by a licensed psychiatrist.
- D. Contractor **shall** provide weekly progress notes for each juvenile which summarize services received, family and other outside contacts, and any progress or regression with respect to treatment goals.
- E. Contractor **shall** provide, at minimum, weekly individual and group therapy sessions with a licensed therapist.
- F. Contractor **shall** provide family sessions as prescribed in the case plan
- G. Contractor **shall** engage in discharge planning with DYS and contracted provider staff from the time of admission, so that at any given time the youth and the treatment team are aware of the projected discharge date and any steps remaining to effect discharge.

- H. Discharge summaries **must** be completed and loaded to the JJIS at least forty-five (45) days prior to the projected discharge date.
- I. Contractor **shall** coordinate submissions of monthly progress reporting with designated DYS staff.
- J. All clinical staff **shall** meet the minimum requirements stated in Section 7.8 Clinical Staff.

#### 6.5 **CASE MANAGEMENT REQUIREMENTS**

- A. Contractor **shall** provide the necessary number of case managers, at least two (2) per facility anticipated, subject to approval by DYS, to maintain a ratio of one to sixteen (1:16) per facility to coordinate treatment and rehabilitative services provided by DYS-contracted providers to all committed juveniles referred and placed by DYS for a Length of Stay (LOS) established and approved by DYS.
- B. Case managers **shall** participate in multi-disciplinary team meetings regarding their assigned youth.
- C. Case managers **shall** be responsible for actively coordinating care, treatment, therapeutic services, educational services, behavior plans, family engagement, and other services for youth to ensure a minimum of ninety percent (90%) of youth placed at the facility are ready for discharge within their assigned LOS.
  - 1. To meet the ninety percent (90%) benchmark, case managers **shall** complete a discharge summary on youth demonstrating substantive completion of the residential treatment goals no less than forty-five (45) days prior to the expiration of the initial or amended LOS. The youth **shall** then be discharged by the end of the LOS. Delays caused by DYS, courts, or other outside agencies will not be held against the Contractor.
- D. Case managers **shall** ensure that all juveniles receive a copy of treatment plans and progress reports.
- E. Case managers **shall** lead daily psychoeducational group sessions with youth.
- F. Case managers **shall** attend scheduled hearings in their clients' delinquency cases without being subpoenaed. If a youth is required to attend a hearing in a case other than their delinquency case, case managers may be required to attend as directed by DYS.
- G. Case managers **shall** be available to participate in visitation time as an opportunity to provide progressive treatment services and intervention, work with designated family members, and provide progressive treatment services and aftercare coordination with the entire family.
- H. Case managers **shall** be allowed to advocate freely for their clients' best interests, to verify that services by the Contractor staff and other contractors at the facility are being provided as required, and to serve in the case management role without being assigned unrelated duties such as filling in for direct care or transport staff. Case managers may serve as the second staff transporting youth to a hearing the case manager is also required to attend.
- I. Case management activities **must** be governed by each individual youth's master treatment plan. The treatment plan, case plan, and assigned LOS may be amended by DYS if any subsequent treatment issues are identified.
- J. Case managers shall report a minimum of monthly via the JJIS by the tenth (10th) of the month on the progress of each youth client with respect to the individualized goals and objectives in the treatment plan. Within three (3) business days of approval by DYS, Contractor shall send monthly progress reports to the youth's legal custodian, community-based provider, committing court (Juvenile Probation Officer or designated recipient), defense attorney and prosecuting attorney. Case managers shall provide reports to the DYS Case Management unit and provide documentation upon request of all activities on behalf of youth.
- K. Case managers shall coordinate and lead weekly treatment team meetings to discuss youth on their caseload. Meetings must prioritize juveniles according to progress and behaviors. Treatment team meetings must include staff representing mental health, direct care, and educational services at the facility. Meetings must be documented in each youth's case file.
- L. In addition to weekly treatment team meetings, case managers shall work with the multi-disciplinary team to continually review and update the master treatment plan and the case plan, coordinate communication with court officials and others, engage in discharge planning, and otherwise address the changing needs of the youth. Ad



hoc staff meetings of youth may be called by the case manager or DYS staff and should be scheduled to allow participation by all necessary parties.

- M. All non-emergency communication by Contractor staff regarding a youth's progress, behavior, discharge, or other status, other than communication directed by DYS policy or this contract must be coordinated with and approved by the DYS service coordinator or service manager, or other authorized DYS staff. This included but is not limited to court officials, attorneys, and non-custodial family members. Contractor staff may communicate as needed with a youth's legal custodian, any individual providing medical treatment for the youth, and any individual providing services pursuant to the youth's case plan or master treatment plan.
- N. Contractor shall provide, enter, update and submit juvenile admission, treatment progress, history of movement, and transfer/discharge summary documentation in the DYS Information System, in a manner specified by DHS Policy and Procedure for system access, documentation, and compliance with standards for confidentiality, weekly.
- O. Contractor shall provide, encourage and sustain the involvement of the juvenile's parents/guardian in their juvenile's treatment progress by maintaining, at minimum, weekly contact with parents/guardian to discuss the juvenile's needs, progress, and problem areas.
- P. Contractor shall provide, develop and implement a visitation plan for the parents/guardian unless the court has relieved the juvenile's parents/guardians from responsibility or authority for the juvenile.
- Q. Contractor shall document, by log or case notes in the form and manner required by DYS, all attempts (successful or unsuccessful) to involve the parents/guardian in visitation.
- R. Contractor shall verify entry, completion and DYS approval of necessary forms for transfer or discharge of juveniles in DYS Custody (RS-9 form, currently) in the manner required by DYS policies, procedures and guidelines with an accompanying transfer or discharge summary to support DYS records documentation requirements and the respective transfer/discharge recommendation.

#### 6.6 **COMMUNITY-BASED PROVIDERS INFORMATION SHARING**

- A. The Contractor **shall** coordinate family reunification services and share information with the community-based provider within five (5) business days of site intake for the juvenile.
- B. The Contractor **shall** maintain documentation of any such visits by the community-based provider in the juvenile's individual case file.
- C. In consult with DYS, the Contractor **shall** provide written notification to the designated community-based provider of the anticipated transfer/discharge date of a juvenile, along with a copy of the transfer/discharge plan at least forty-five (45) calendar days prior to the transfer/discharge.
- D. The Contractor **shall** submit to DYS in writing all requests for exceptions to these requirements; exceptions **must** be limited to execute more immediate or specialized transfer/discharge.
- E. A copy of the notification **must** be maintained by the Contractor in the juvenile's individual case file.
- F. The Contractor **shall** coordinate with the community-based provider aftercare worker pending juvenile discharge to develop aftercare plan. Discharge planning **must** begin at the time the youth is accepted into the facility.

#### 6.7 **AFTERCARE**

- A. The Contractor **shall** notify the aftercare worker of the established transfer date at least forty-five (45) calendar days in advance of the transfer/discharge, or immediately if there is any change in the transfer/discharge date.
- B. The Contractor **shall** provide a copy of all records and information necessary for development of the juvenile's aftercare plan to the DYS designated aftercare provider upon request or at least forty-five (45) calendar days prior to transfer/discharge.
- C. The Contractor **shall** submit requests for exceptions in writing to DYS; exceptions will be limited to those juvenile cases identified by DYS as requiring an alternate release time frame.

- D. The Contractor **shall** actively engage and coordinate with the aftercare provider to schedule progress review and discharge planning meetings in consult with the DYS service coordinator or manager.
- E. The Contractor **shall** maintain a signed log to indicate the participation in aftercare meetings and knowledge of the plan(s). Contractor **shall** make the log available to DYS, upon request.

#### **6.8 GENDER POPULATION**

- A. The Contractor **shall** develop and implement evidence-based Cognitive Behavioral (or any other structured treatment program chosen by DYS) and gender-specific programs and services that also address the unique treatment needs of the juveniles in the program.
- B. The Contractor's program **shall** address gender-specific issues regarding health, safety, education, and life skills development.
- C. The Contractor **shall** provide gender-specific counseling that addresses the unique stressors and risks that juveniles are faced with due to their gender; such as victimization, sexual health, medical issues and socioeconomic status.
- D. The Contractor **shall** ensure all juveniles in the program participate in at least two (2) hours of gender-specific programs per week which assists in their cognitive, interpersonal, social, educational, and individual development.
- E. The Contractor **shall** provide group counseling two times (2) per week that addresses gender-specific development and risk issues to support programming.
- F. The juvenile's participation **must** be documented weekly in their individual case file via sign in sheets.

#### **6.9 RECREATIONAL ACTIVITIES**

- A. Contractor **shall** construct a sixteen (16)-hour day of total programming (meals, school, treatment, etc.) inclusive of recreational activities.
- B. Contractor **shall** require all juveniles, unless restricted by medical reasons, to participate in a recreation program that meets or exceeds ADE and ACA guidelines.
- C. Contractor's recreation program which complies with ACA standards **must** include structured physical education, fitness and intramural sports activities, which **must** consider the recreational needs of disabled juveniles as required by State and federal laws.

#### **6.10 RELIGIOUS ACTIVITIES**

- A. Contractor **shall** offer juveniles the opportunity to voluntarily practice their religious faiths and to participate in religious activities in accordance with ACA standards. No youth will be compelled or coerced to participate in any formal or informal religious activity, including but not limited to prayer, worship services, or reading religious scripture or literature.
- B. Contractor **shall** maintain a documented log of all voluntary juvenile participation in any religious activity off the facility premises.

#### **6.11 TELEPHONE**

- A. Contractor **shall** afford juveniles the opportunity to call approved next of kin.
- B. Juveniles **shall** be allowed a minimum of one (1) call per week of at least ten (10) minutes. When needed for treatment or other purposes, including as an incentive for positive behavior, the Contractor may permit or DYS may direct additional family contact.
- C. Contractor **shall** cover the expense for all calls.
- D. Contractor **shall** monitor or restrict calls as needed within juvenile's rights as defined by DYS.
- E. Contractor **shall not** hinder juvenile's contact to legal counsel and advocates.

## 6.12 VISITATION

- A. Visits **must** be in accordance with ACA Standards.
- B. Visitation **must** be monitored by direct care staff accompanying the juvenile during the visit.
- C. Contractor staff **shall** remain with the juvenile in cases of a language interpreter providing services during visitation unless otherwise instructed for safety, security, or HIPAA purposes.
- D. Attorney visits **must not** be monitored except at the request of the juvenile, family member, or attorney.

## 6.13 MAIL

- A. Contractor **shall** monitor mail, by opening and reading correspondences, for safety and security procedures.
- B. Contractor **shall not** place limitation on the volume of mail juveniles receive.
  - 1. An exception may be made by DYS if the Contractor has expressed a concern of a threat to public safety, adverse disruption to a juvenile's regimen of treatment, or a serious disruption to campus program order and security.
- C. Handling and regulation of juvenile mail **must** comply with applicable State and federal laws and ACA standards and DYS policy.
- D. Unless otherwise determined by official facility procedures, case review, and/or other conditions for precaution; Contractor **shall**:
  - 1. Encourage juveniles to maintain contact and correspond with their family and/or other guardians and caregivers.
  - 2. Provide assistance to juveniles who lack the educational ability to write or read letters to the extent allowed and/or mandated by ADE standards.

## 6.14 FAMILY ENGAGEMENT

- A. Contractor's program **must** promote family engagement in achieving goals and outcomes specified in the juveniles' Master Treatment Plan.
- B. Contractor **shall** schedule and welcome weekly family visits and develop special family events.
- C. Contractor **shall** encourage juveniles to maintain contact and correspond with their family and/or other guardians and caregivers.
- D. Contractor **shall** provide individual and family therapy sessions as specified in the juveniles' Master Treatment Plan.
- E. Contractor case managers **shall** participate in visitation time as an opportunity to provide progressive treatment services and intervention, work with designated family members, and provide progressive treatment services and aftercare coordination with the entire family as specified in juvenile's Master Treatment Plan.

## 6.15 MEDICAL TREATMENT

Contractor **shall** collaborate with the DYS-contracted medical services providers to develop medical protocols to ensure immediate and adequate medical services that conform to the following specifications and requirements without limitation:

- A. Contractor **shall** act as a first responder in urgent and emergency situations for all juveniles, in collaboration with the medical provider.
- B. Contractor **shall** obtain medication listings from medical services provider for use in documentation of treatment purposes.

- C. The Contractor **shall** obtain referrals from the on-site DYS medical services provider for any off-site medical services.
- D. The Contractor **shall** ensure all emergency medical invoices are accompanied by an accurate incident report in DYS Information System. Any emergency medical invoice without an accurate incident report may be refused reimbursement by DYS until an incident report is entered in accordance with DYS reporting policy.

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## **SECTION 7 – STAFFING**

- **Do not** provide responses to items in this section unless specifically and expressly required.

### **7.1 STAFFING REQUIREMENTS**

Contractor **shall** propose a comprehensive organizational chart and job descriptions to include all staff positions indicated in this RFP as well as any other positions Contractor wishes to propose in order to execute all activities specified in this RFP. (See Technical Proposal Packet) Contractor's organizational chart and job descriptions **must**, at minimum, address the specifications and requirements outlined in this section including without limitation the following:

- A. The Contractor **shall** be responsible for all staffing and payment to employees and subcontractors in order to provide services twenty-four (24) hours a day, seven (7) days a week as required per the number of juveniles in residence at the facility and according to ACA and DYS standards and policies listed in the reference library. This staff must be awake for all hours of shift.
- B. Contractor **shall** provide direct care security staff with a staff-to-juvenile ratio of at least one to eight (1:8) during the day and one to twelve (1:12) at night. Direct care security staff must keep juveniles physically within line of sight.
- C. The Contractor **shall** ensure that any licensed professional whether employee or subcontractor **shall** only provide services for the juveniles within their respective licensure.
- D. The Contractor **shall** ensure JJIS access is terminated immediately for those employees who leave the Contractor's employment by notifying DYS Information Systems section. Contractor **shall** notify DYS Information Systems Manager or designee no more than twenty-four (24) hours after termination of an employee who has access to the DHS network.
- E. All staff that interacts with juveniles **shall** be dressed in a job-appropriate uniform provided by the Contractor that distinguishes staff from the juveniles. (e.g. Nurses in scrubs, Security in a contrasting color to the juvenile uniform, etc.)
- F. The Contractor **shall** comply with DHS Policy regarding Alcohol and Drug Abuse Prevention – Drug Test Procedures, which requires that all employees be prohibited from using or possessing controlled substances, including alcohol, while on duty; all employees **shall** be prohibited from working while under the influence of alcohol or other controlled substances.
- G. The Contractor **shall** comply with the Arkansas Board of Health Rules and Regulations pertaining to the Control of Communicable Diseases which requires that prior to employment and each year thereafter, each employee of the facility **shall** obtain a certificate of health or documented results of tuberculosis screening as outlined in the Arkansas Tuberculosis Control Manual.

### **7.2 STAFF/JUVENILE INTERACTION**

- A. Contractor's direct care staff **shall** engage youth in meaningful, positive interaction while on duty. Contractor **shall** train staff in positive youth engagement, and provide ample equipment and supplies (i.e., board games, sporting equipment, art supplies, musical instruments, etc.) to allow staff and youth to interact in pro-social, interesting, and enriching ways.
- B. Contractor staff **shall** be trained in the program's philosophy and treatment approach, the behavior management system, self-harm/suicide prevention, effective communication/de-escalation, redirection, and problem-solving skills.
- C. Structured staff interaction with juveniles **shall** involve non-licensed staff meeting individually with juveniles to provide opportunities for discussion as well as support and guidance.
- D. Structured staff activity may also include group interactions, such as community or house meetings. Group meetings may involve issues that affect the day to day juvenile living environment.

### 7.3 SELECTION/BACKGROUND INVESTIGATIONS

- A. Prior to beginning any physical or verbal interaction with juveniles, Contractor **shall** have on file at each facility for all employees, consultants, subcontractor employees, Contractors, volunteer workers the following without limitation:
1. A background investigation that meets or exceeds the criminal background check requirements of Arkansas Code Annotated § 21-15-101 et seq.
  2. Copies of all current licenses and/or certifications required to perform essential job functions.
  3. One completed fingerprint card.
- B. All candidates for employment at the facility **shall** undergo comprehensive pre-employment screening, conducted by the Contractor, including, but not limited to:
1. Child and Adult Abuse Central Registries for the name of the prospective employee who will work at the facility. Should a prospective employee appear on either registry, Contractor **shall not** employ that person in any capacity at the facility.
  2. A physical examination with documentation provided for file.
  3. A drug screening with passing documentation provided for file.
  4. A tuberculosis screening as outlined in the Arkansas Tuberculosis Control Manual. Certificate of documented results **must** be provided for file.
- C. All such background screening results information, including the name of the prospective employee and his or her social security number, **must** be reported to DYS within five (5) working days of obtaining the information.
- D. Should a prospective employee be found to have been convicted of a crime listed in the cited act, that prospective employee **shall** be prohibited from providing services or being present at the facility.

### 7.4 TRAINING

- A. Contractor **shall** implement a training plan inclusive of schedules and procedures and **must** provide initial and ongoing role-specific training, conducted by licensed/certified personnel or accredited organizations, to all staff in accordance with ACA standards. The content of each training class **must** be in accordance with ACA standards. For any classes that are not dictated by ACA standards, DYS will have final approval of the class content.
- B. Contractor **shall** maintain documentation of all training in the employee's personnel file and provide to DYS upon request.
- C. Contractor **shall** maintain a hard copy and electronic copy, at the facility, of annual updates of staff training inclusive of training materials used, dates such training was conducted, and the names of staff in attendance.
- D. **Prior to having any contact with juveniles**, Contractor **shall** verify that all job-related trainings and applicable certifications as listed below have been obtained by all direct care staff and are on file:
1. Basic first aid
  2. CPR certification
  3. Confidentiality/HIPAA requirements/FERPA
  4. Security procedures (including the proper use of restraints)
  5. Supervision of juveniles
  6. Suicide intervention/prevention
  7. Use of force (including proper documentation procedures)

8. Juvenile rules and regulations
  9. Safety procedures
  10. Key control
  11. Interpersonal relations
  12. Communication skills
  13. Cultural awareness
  14. Sexual abuse/assault
  15. Code of ethics
  16. Emergency procedures
- E. Within sixty (60) calendar days of hire date, employees **shall** complete one-hundred twenty (120) hours of job related training. Each subsequent year thereafter additional training requirements for all staff **must** consist of forty (40) hours of job related training (computer-based and/or instructor-led) to include, but not be limited to, the following topics:
1. Overview of the Arkansas Juvenile Justice System and the role of DYS
  2. Mission/Program philosophy/Program culture
  3. Safety, security, supervision, and documentation including incident reporting
  4. Emergency situations
  5. Infection control/Blood borne pathogens
  6. Communication skills
  7. Sexual harassment/abuse/child abuse/PREA
  8. PREA compliant Human and gender diversity
  9. Stages of an adolescent development and behavior
  10. Adolescent behavior specific to the population served
  11. Mental health and substance abuse services
  12. Knowledge of trauma's impact on behavior
  13. Behavior management and behavioral intervention techniques
  14. Gang culture awareness
- F. Contractor staff **shall** complete any and all additional training necessary to ensure that all required licenses and certificates remain current and in good standing.
- G. Professional Development training **must** be completed by all special education and vocational teachers. DYS Education Staff will provide professional development.
- H. Contractor **shall** provide training to education staff annually on confidentiality of juvenile records and related information.

- I. DYS Education Staff will provide training on confidentiality, due process and other subjects as deemed necessary by DYS.
- J. Contractor **shall** provide training to direct care staff on the special needs population for whom they are charged with providing services.

## 7.5 **STAFFING LEVELS**

- A. Contractor **shall** maintain staffing levels in each facility for professional specialists to provide unimpeded services to assigned juvenile population as follows:

1. All Supervision Staff (daily direct care)	80%
2. Professional Specialists (teachers/coaches, food service, etc.)	90%
3. Support Staff (maintenance)	50%
4. Administrative & Management Personnel (directors, supervisors)	50%
5. Clerical/Support (administrative assistants)	50%

- B. Contractor **shall** maintain a full staff by filling any vacancies within forty-five (45) calendar days of the position becoming vacant.
- C. All vacancies **must** be documented and presented upon DYS request.

## 7.6 **ESSENTIAL PERSONNEL**

- A. Contractor **shall** designate essential personnel position classifications. Essential personnel are defined as an employee whose presence at the facility is both necessary to operate the facility and to protect the health, safety, security and welfare of the facility operation, juveniles, staff and visitors.
- B. Contractor **shall** develop and administer a policy that specifies conditions of employment.
- C. Contractor **shall** have in place a policy which, at a minimum, sets forth the requirements that essential personnel **shall**:
  - 1. Remain on duty until relieved by a supervisor
  - 2. Be available to work a regular schedule regardless of weather conditions or emergency situations that may exist in the community or in the facility
  - 3. Be subject to recall to the facility during times other than regularly scheduled shifts
  - 4. Be subject to modification or elimination of scheduled vacation time or recall from vacation.
- D. Contractor **shall** ensure persons interviewed for positions classified as essential sign an agreement that they understand and agree to these conditions of employment.
- E. Upon award and as modified thereafter, the Contractor **shall** submit electronically to designated DYS staff a job description detailing all job duties and roles associated with each essential position and/or service. The following positions and/or services **must** be considered as Essential Personnel and **must** be employed as role specific service providers at each facility and **must** be subject to DYS approval.
  - 1. Facility Administrator (Director)
  - 2. Clinical Staff
  - 3. Case Managers



4. Food Services Manager
5. Education Coaches
6. Special Education Teachers
7. Education Coordinator
8. Vocational Teacher
9. GED teachers

#### **7.7 FACILITY ADMINISTRATOR**

- A. The Facility Administrator **shall** become knowledgeable of DYS's activities and **shall** act as the primary liaison between Contractor and DYS.
- B. Facility Administrator **shall** have primary responsibility for directing Contractor's onsite operational activities and **shall** be vested with all necessary authority to fulfill that responsibility.
- C. Facility Administrator **shall** meet the following minimum qualifications:
  1. Formal education equivalent of a bachelor's degree in general business, sociology, psychology or a related field; plus
  2. Five (5) years of experience in social services, organizational management or a related area, including one (1) year of experience in a supervisory capacity.

#### **7.8 CLINICAL STAFF**

- A. All clinical positions proposed by the Contractor **must** meet all education and licensure criteria specified in the Arkansas Medicaid Outpatient Behavioral Health Services Manual (*See Attachment S*) for:
  1. Independently Licensed Clinicians: Master's/Doctoral
  2. Non-independently Licensed Clinicians: Master's/Doctoral.

#### **7.9 CASE MANAGER**

The Contractor **shall** hire at least two (2) case managers to staff each DYS juvenile treatment center. Case managers **shall** meet the following minimum qualifications:

- A. Bachelor's degree in psychology, sociology, social work, or a related field;
- B. Two (2) or more years working in direct client contact in the juvenile justice, mental health, or related field.
- C. Pass all background checks and drug screens, including random drug screens.

#### **7.10 EDUCATION PERSONNEL**

- A. The Contractor **shall** provide copies of education personnel licenses/certificates to the DYS Education Superintendent ten (10) days prior to the beginning of each school year.
- B. Within twenty-four (24) hours of a change in personnel, either in addition or deletion, the Contractor **shall** provide the DYS Education Superintendent the license of the new personnel or notification of staff no longer employed by the Contractor.
- C. Teachers **shall** be certified in the courses they are teaching unless ADE, in coordination with the DYS Education Superintendent, has granted a waiver or Additional Licensure Plan (ALP) and it is on file in the DYS Education office.
- D. The Contractor **shall** ensure that only licensed teachers **shall** provide instruction for courses rendering credit toward graduation.

**7.11 VOCATIONAL, SPECIAL EDUCATION, AND GED TEACHERS, EDUCATION COACHES**

- A. The duties of teachers **must** include without limitation the design and maintenance of a log, approved by DYS, of lesson plans to meet individual needs of juveniles and that include the following elements without limitation:
1. Objectives
  2. Frameworks addressed
  3. Guided instruction
  4. Independent practice
  5. Assessment or homework
  6. Create a classroom environment that is conducive to active and interactive learning, appropriate to the maturity and abilities of the students.
  7. Encourage students to set and maintain standards of classroom behavior.
  8. Employ a variety of instructional strategies and instructional media, consistent with the physical limitations of the classroom and the needs and capabilities of the juvenile.
  9. Maintain a file of all graded work on each student for the current term.
  10. Obtain the required number of professional development hours per year as mandated by DYS and ADE.
- B. The duties of an Educational Coach (Certified or Paraprofessional) **must** include the following without limitation:
1. Actively support co-teaching process by assisting with planning, coordination, direction, and participation in education through employing a variety of instructional strategies.
  2. Obtain professional development as required by DYS.
  3. Create and maintain a classroom environment conducive to active and interactive learning, appropriate to the maturity and abilities of students.
  4. Set and maintain standards of classroom behavior.
  5. Interactively engage and ensure academic progress of students.
- C. Education Coaches **shall** meet the following minimum qualifications without limitation:
1. Education equivalent to a high school diploma, plus
  2. Three (3) years of experience in child care, educational assistance or a related field.

**7.12 SUBSTITUTE TEACHER REQUIREMENTS**

- A. Substitute teacher(s) assigned to the same class for more than thirty (30) consecutive school days **shall** have a four-year degree from an accredited college or university or be licensed to teach by the State of Arkansas.
- B. If a substitute teacher(s) is needed for more than thirty (30) consecutive school days in a class because of an undue hardship, the Contractor **shall** notify the DYS Director of Education within twenty-four (24) hours.
- C. Contractors **shall** provide a waiver application within twenty-four (24) hours to DYS for any substitute teacher(s) who has not yet met DYS criteria for teacher certification.

**7.13 VOLUNTEERS**

- A. Outreach organizations (e.g. non-profit organizations, churches) which offer support services to the juveniles **must** have an annual letter of recommendation from the facility administrator for approval by DYS.
- B. Requests for outreach interaction **must** be made by the Contractor to DYS prior to any interaction with the juveniles.

- C. All members of the outreach organization that will have contact with the juveniles **shall** meet the same security checks as a perspective employee.
- D. All outreach organizations will be given the same referral consideration.

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## **SECTION 8 – COMPENSATION**

- **Do not** provide responses to items in this section unless specifically and expressly required.

Any resulting contract and payments to the Contractor **shall** be subject to the provisions of DHS Policy 1088, DHS Participant Exclusion Rule.

Contractor **shall** submit a written statement, to the DYS Chief of Finance, certifying in conjunction with their monthly billing by the tenth (10th) day of the following month that targeted program services have been provided in compliance with contractual obligations.

### **8.1 BED RATE COMPENSATION**

- A. Contractor **shall** use the JJIS system to submit an invoice for services provided.
- B. All Contractor invoices **must** be based on the daily census count.
- C. Contractor **shall** submit invoices on or before the tenth (10th) day of the month following the services included in the invoice.
- D. Medical services costs **must** be listed on the specified lines on the Official Bid Price Sheet.
- E. Contractor **shall not** submit an “unfilled bed” rate or any other cost categories not listed on the *Official Bid Price Sheet*. Expenses for the possibility of an unfilled bed(s) **must** be factored into the “bed rate” on the *Official Bid Price Sheet*. Other possible expenses for items/categories not listed on the *Official Bid Price Sheet* **must** be factored into the most appropriate pricing cell.

### **8.2 EMERGENCY MEDICAL INVOICES**

- A. The Contractor **shall** obtain all supporting documentation for all off-site medical services rendered which **must** accompany respective invoices submitted for reimbursement.
- B. The Contractor **shall** submit the following to DYS Accounts Payable, via mail, on or before the tenth (10<sup>th</sup>) day of the month following the month in which emergency services were paid by the Contractor:
  1. Health Insurance Claim Form
  2. DYS Medical Reconciliation Form
  3. Patient Discharge Documents that include at a minimum:
    - a. Patient name
    - b. Date of service
    - c. Facility/location where service was performed
    - d. Amount charged per CPT code and E/M code
    - e. Doctor’s name and signature
    - f. Copies of Contractor’s cleared check proving payment of the expense.
- C. The Contractor **shall not** be reimbursed for any medical services except in accordance with the medical services provider or emergency clause in this RFP.

### **8.3 EDUCATION COMPENSATION**

- A. Contractor **shall** receive quarterly payments for education services, including special education to juveniles who have been placed at the facility in the DYS System of Education.

- B. Contractor **shall** submit, via electronic mail, to DYS, an itemized reporting of all education expenditures within forty-five (45) calendar days of end of the fiscal quarter of funds disbursement.

**8.4 TITLE 1 INVOICES**

- A. Contractor **shall** receive payment for Title I, Part D associated expenditures as identified in Contractor's Title I plan.
- B. The annual allotment **must** be derived by Arkansas Department of Education (ADE).
- C. The distribution **must** be based on the previous year's October 1 census.
- D. The Contractor **shall** complete an ADE application along with a budget and submit to DYS Education Superintendent for approval.
- E. The Contractor **shall** cooperate and assist as required by DYS with completing the necessary Title 1, Part D documents for submittal to ADE.
- F. The application and budget **must** be approved by ADE prior to submitting an invoice.
- G. Any expenditure determined unallowable by ADE **must** be subject to recoupment by DYS.
  - 1. If any expenditure is found to be unauthorized by ADE, DYS **shall** have the right to delay or reduce future payments until the amount is recouped.

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## **SECTION 9 – CRITERIA FOR SELECTION**

- **Do not provide responses to items in this section.**

### **9.1 TECHNICAL PROPOSAL SCORE**

- A. OSP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Contractor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal’s acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.

5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 GENERAL INFORMATION	45	5	35
E.2 FACILITY USAGE	10	20	140
E.3 SAFETY AND SECURITY	50	30	210
E.4 EDUCATION	40	15	105
E.5 TREATMENT AND CASE MANAGEMENT	25	20	140
E.6 STAFFING	25	5	35
E.7 IMPLEMENTATION	5	5	35
<b>Total Technical Score</b>	<b>200</b>	<b>100%</b>	<b>700</b>

\*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

D. The proposal's weighted score for each sub-section will be determined using the following formula:

$$(A/B)*C = D$$

- A = Actual Raw Points received for sub-section in evaluation
- B = Maximum Raw Points possible for sub-section
- C = Maximum Weighted Score possible for sub-section
- D = Weighted Score received for sub-section

E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

**9.2 COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest total estimated annual cost as shown on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B)*(C) = D$$

- A = Lowest Total Cost
- B = Second (third, fourth, etc.) Lowest Total Cost
- C = Maximum Points for Lowest Total Cost
- D = Total Cost Points Received

**9.3 GRAND TOTAL SCORE**

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost	300
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

**9.4 CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

8.5 Contractor **shall** agree to all evaluation processes and procedures as defined in this solicitation.

8.6 The submission of a *Technical Proposal Packet* signifies the Contractor’s understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

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## **SECTION 10 – GENERAL CONTRACTUAL ITEMS**

- **Do not provide responses to items in this section.**

### **10.1 PAYMENT AND INVOICE PROVISIONS**

A. Forward invoices to:

DHS-Office of Finance (Youth Services)  
700 Main Street  
P.O. Box 1437, Slot S-502  
Little Rock, Ar. 72203-1437

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor 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.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

### **10.2 GENERAL INFORMATION**

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
  2. Contract with another party to indemnify and defend that party for any liability and damages.
  3. Pay damages, legal expenses or other costs and expenses of any other party.
  4. Continue a contract once any equipment has been repossessed.
  5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
  6. Enter a contract which grants to another party any remedies other than the following:
    - a. The right to possession.
    - b. The right to accrued payments.
    - c. The right to expenses of deinstallation.
    - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
    - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.

- D. contract is not effective prior to award being made by a State Procurement Official.

### 10.3 CONDITIONS OF CONTRACT

- 6.16 Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- 6.17 Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

### 10.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

### 10.5 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

### 10.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

**10.7 CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

**10.8 CONTRACT INTERPRETATION**

- 6.18 Should the State and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

**10.9 CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

**10.10 SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

## **SECTION 11 – STANDARD TERMS AND CONDITIONS**

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any resulting contract if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid shall have title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and is used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
23. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
25. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.