



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			
Bid Number:	SP-16-0091	Solicitation Issued:	02-08-16
Description:	AJATC Juvenile Facility Management Services		
Agency:	Arkansas Department of Human Services / Department of Youth Services		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	April 12, 2016	Bid Opening Time:	1:00 p.m., Central Time
Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to OSP.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Office of State Procurement 1509 West 7 th 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.
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Jaime Motley	Buyer's Direct Phone Number:	501-371-6065
Email Address:	Jaime.Motley@DFA.Arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 **PURPOSE**

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Human Services (DHS), to obtain pricing and contract for residential treatment services for the Division of Youth Services (DYS).

1.2 **TYPE OF CONTRACT**

- A. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review and approval.
- B. The resulting contract will be a TERM contract. The term of this contract **shall** be for three (3) years. The anticipated starting date for the contract is July 1, 2016.
- C. Upon mutual agreement by the vendor and agency, the contract may be renewed by OSP on a year-to-year basis, for up to four (4) additional one-year terms or a portion thereof.
- D. The total contract term **shall not** be more than seven (7) years.

1.3 **ISSUING AGENCY**

OSP, as the issuing office, is the sole point of contact for the selection process. Vendor questions regarding this *Bid Solicitation* should be made through the State's buyer as shown on page one of this document.

1.4 **BID OPENING LOCATION**

Proposals submitted by the opening time and date **shall** be opened at the following location:

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

1.5 **DEFINITION OF REQUIREMENT**

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's proposal or in subsequent correspondence, **shall** cause the vendor's proposal to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.6 **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 item in question as indicated in *Clarification of Bid Solicitation and Questions*.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.

1.7 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The original *Technical Proposal Packet* **must** be submitted on or before the bid opening date and time.
2. The Proposal Packet should be clearly marked "Original" and **must** include the following:
 - a. Original signed Proposal Signature Page. (See Proposal Signature Page.)
 - b. Original signed Agreement and Compliance Pages. (See Agreement and Compliance Pages.)
 - c. Original signed Proposed Subcontractors Form. (See Subcontractors.)
 - d. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
 - e. Technical Proposal response to the Information for Evaluation section included in the Technical Proposal Packet.
3. 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 Vendor's Equal Opportunity Policy. (See Equal Opportunity Policy.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Official Bid Price Sheet. (See Pricing.)

1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic version of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
3. 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".

C. Additional Copies and Redacted Copy of the *Technical Proposal Packet*

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. One (1) electronic version of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable.
 - 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 **shall** govern.
 - d. If OSP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
2. One (1) redacted copy the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors 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.
 - All Agreement and Compliance Pages.
 - Proposed Subcontractors Form.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – Contract Grant and Disclosure Form.
 - Equal Opportunity Policy
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
 - Technical Proposal response to the Information for Evaluation section of the Technical Proposal Packet.

1.9 **MANDATORY SITE VISIT**

- A. All prospective bidders **must attend a mandatory site visit** prior to the submission of a proposal. The State **shall not** consider proposals received from a vendor who did not attend and complete the mandatory site visit. See *Attachment A* for specific details pertaining to the following:
 - Date, Start Time, and Location.
 - Specific instructions/requirements for entry to facility, (if applicable).
 - Requirements for attendance/participation.
- B. Representative(s) **must** arrive at the designated location **prior to the start time**. **Late arrivals shall not be permitted to attend the site-visit.**
- C. All vendors' representative(s) attending the site visit **must** sign the *Official Attendance Sheet* as indicated in *Attachment A*.
 1. Representative's signatures on the *Official Attendance Sheet* **shall** serve as proof of arrival time and completion of site visit.
 2. The agency **shall** provide a copy of the *Official Attendance Sheet* to OSP after the completion of the site visit and prior to the bid opening.
- A. The maximum number of representative(s) per vendor, as indicated in *Attachment A*, **shall not** be exceeded.
- B. All vendors' representative(s) **must** remain with the group throughout the site visit.
- C. All vendors' representative(s) **must** adhere to any other requirements as may be expressly required in *Attachment A*.

1.10 **CLARIFICATION OF *BID SOLICITATION* AND QUESTIONS**

- A. Vendors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on March 8, 2016. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
 2. Vendor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on March 15, 2016.
- B. Vendors may contact the OSP buyer with procurement-related questions at any time prior to the bid opening.

- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.11 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's proposal to be disqualified:
 - 1. Additional terms or conditions submitted intentionally or inadvertently.
 - 2. Any exceptions that conflicts with a Requirement of this *Bid Solicitation*.

1.12 AGREEMENT AND COMPLIANCE PAGES

- C. Vendor **must** sign all Agreement and Compliance Pages relevant to each section of the Bid Solicitation Document. The Agreement and Compliance Pages are included in the Technical Proposal Packet.
- D. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.13 SUBCONTRACTORS

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors.
- 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*.

1.14 PRICING

- A. All pricing **must** be disclosed on the *Office Bid Price Sheet* only. 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 bid 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".
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. The State **shall not** be obligated to pay any costs not identified on the *Official Bid Price Sheet*. Any cost not identified on the *Official Bid Price Sheet* **shall** be borne by the vendor.
- F. Vendor **must not** include any pricing from the *Official Bid Price Sheet* in the hard copies or electronic copies of their *Technical Proposal Packet*.
- G. All proposal pricing **must** be in United States dollars and cents.
- H. The Official Bid Price Sheet may be reproduced as needed.

1.15 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint proposal submitted by two or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact with regard to services and all Requirements.

1.16 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the vendor 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 **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.17 **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. One complete copy of the submission documents from which any proprietary information has been redacted should be submitted in electronic format with your proposal.
- C. 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 empty space from which information was redacted.
- D. It is the responsibility of the vendor to identify all proprietary information and to ensure the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.18 **CAUTION TO VENDORS**

- E. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OSP.
- F. Vendor **must not** alter any language in any solicitation document provided by the State.
- G. Vendor **must not** alter the Official Bid Price Sheet.
- H. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- I. Proposals **must** be submitted only the English language.
- J. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- K. Vendor **must** provide clarification of any information in their response documents as requested by OSP.
- L. Proposed services **must** meet or exceed the specifications as set forth in this *Bid Solicitation*.
- M. Vendors may submit multiple proposals.

1.19 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OSP.
- B. An Addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.20 **AWARD PROCESS**

A. Award Determination

1. A State Procurement Official will be responsible for award and administration of any resulting contract.
2. Award **shall** be made on an all or none basis.
3. The Grand Total Score for each vendor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The vendor with the highest ranking proposal **shall** move forward to the next step in the solicitation process.

B. Negotiations

1. If the State so chooses, it **shall** have the right to conduct negotiations with the highest ranking vendor. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.
2. If negotiations fail to result in a contract, the State **shall** declare the vendor as non-responsive and will begin the negotiation process with the next highest ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the OSP website at 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. Vendors 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 **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the OSP website for the posting of an anticipated award.

1.21 **MINORITY BUSINESS POLICY**

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

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

B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.

1.22 **EQUAL OPPORTUNITY POLICY**

A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.

C. The submission of an *EO Policy* to OSP is a one-time Requirement. Vendors 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. Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.23 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.

B. OSP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

1.24 **PAST PERFORMANCE**

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

1.25 **VISA ACCEPTANCE**

A. Awarded vendor(s) 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) **shall 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.

1.26 **PUBLICITY**

A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OSP's prior written approval.

B. Failure to comply with this Requirement **shall** be cause for a vendor's proposal to be disqualified.

1.27 **RESERVATION**

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

1.28 **FORCE MAJEURE**

The vendor will not be liable for any excess cost to the State of Arkansas if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the vendor as determined by DYS. Such causes may include, but are not limited to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform **must** be beyond the control and without fault or negligence of the vendor as determined by DYS.

SECTION 2 – GENERAL REQUIREMENTS

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

2.1 INTRODUCTION

The Department of Human Services-Division of Youth Services (DYS) has primary responsibility for coordinating, sponsoring, and providing services to Arkansas' juveniles which creates a state government structure responsive to their needs.

Arkansas Code Annotated § 9-28-201 charges DYS to provide rehabilitation services to delinquent juveniles and their families. Among other services, the Division provides residential treatment to the most serious, violent, and chronic juvenile offenders who cannot be served safely or effectively in their home communities.

DYS emphasizes individualized rehabilitation services, Cognitive Behavioral Treatment Modality, trauma-informed interventions, restorative justice, and a family-centered approach to residential treatment. The Division requires its providers to be informed of and committed to this approach. The residential services covered by this solicitation are part of a larger continuum of services which include family involvement, prevention services, community-based treatment, transition services, and reentry and aftercare supervision.

The service providers working in conjunction with the Division of Youth Services, include but are not limited to, state and local government agencies and officers, attorneys and court staff, non-profit and charitable agencies, health care providers, community leaders, and juvenile and family advocates.

In order to meet its mission, DYS is in control of several residential facilities for juvenile(s) committed through the juvenile justice system. The single facility included in this solicitation is as follows:

Arkansas Juvenile Assessment & Treatment Center (AJATC)	100 Beds
1501 Woody Drive	
Alexander, AR 72002	

DYS seeks to contract with a vendor to provide residential treatment services and facilities management services for this facility.

2.2 TARGET POPULATION

- A. DYS staff **shall** coordinate with courts and juvenile detention centers to notify vendor by electronic notification for commitment intake of adjudicated male and female juveniles to the facility based on:
 1. Projected or actual vacancies
 2. Capabilities of the proposed program
- B. This facility **shall** accommodate juveniles who have received DYS performed risk assessment that uses clinical criteria and court recommendations.
- C. The population of this facility **shall** be juveniles that represent any/all of the following criteria: (DYS **shall** have the right to modify these criteria in order to meet the needs of committed juveniles.)
 1. Medium to high-risk juveniles (based on DYS risk assessment of clinical criteria and/or court recommendations).
 2. Three to fifteen (3-15) months Length of Stay (LOS), or as determined by DYS. (average stay 3-5 months)
 3. Ages ten (10) to twenty-one (21)
 4. One (1) or more Y, A, or B felonies, as defined by the existing Arkansas Criminal Code
 5. Two (2) or more times in DYS custody
 6. Two (2) or more felonies

7. A misdemeanor offense with a documented history of two (2) or more prior adjudications of a delinquent act
8. Sexual offender disorders and behavior

D. DYS **shall not** refer juveniles to the AJATC facility that represent the following criteria unless required by court order:

1. Who are beyond twenty-one (21) years of age
 - DYS may make an exception if a committed juvenile turns twenty-one (21) years of age while in DYS custody; or
2. Who are unable to independently perform basic life functions(eating, bathing, toileting)
 - DYS **shall** have the right to determine if the vendor **must** continue to be responsible for care of the juvenile if he/she becomes unable to perform basic life functions while committed to the facility.

2.3 VENDOR REQUIREMENTS

- A. The vendor **must** accept all juveniles committed to the facility.
- B. The vendor **must** work with other DYS stakeholders to meet the needs of each juvenile in its care.
- C. The vendor(s) **must** be experienced in the treatment and rehabilitation of juvenile offenders. Vendor's Programs **must** emphasize rehabilitation, education and treatment of juvenile.
- D. The vendor **must** 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.
- E. The vendor and its proposed team **must** have all authorizations, permits, licenses, and certifications required by federal and State law and regulations to perform the specified services, and vendor **must** provide, in proposal, copies of any training, accreditation, licensure, certifications, etc., that displays the required qualifications of their proposed staff.
- F. The vendor **must not** have received twelve (12) or more written citings of deficiency pertaining to contracted services from the party to which services are provided during any continual twelve (12) month period for the previous five (5) years.
 - A citing of deficiency **shall** be considered as any document which identifies a contractual non-performance with the vendor, and/or the services provided, and the manner in which the vendor will address/correct said discrepancy.
- G. The vendor **must not** have received a contract termination due to non-performance within the past five (5) years.
- H. The vendor **must not** have received 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.
- I. The vendor **must** be authorized to conduct business, as specified by this RFP, in the State of Arkansas.

2.4 AMERICAN CORRECTIONAL ASSOCIATION (ACA) STANDARDS

- A. The vendor **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 vendor may be grounds for termination of any resulting contract.

2.5 **RESOURCE LIBRARY**

Respondents should 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 vendor **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, Attachments, or other resource information provided in the Resource Library.

- A. Arkansas Consolidated Annotated: <http://www.lexisnexis.com/hottopics/arcodes/Default.asp>
- B. American Correctional Association: www.aca.org
- C. Arkansas Department of Education: <http://www.arkansased.org/>
- D. Arkansas Division of Youth Services: <http://humanservices.arkansas.gov/dys/Pages/default.aspx>
- E. Arkansas DHS Policy: <https://ardhs.sharepointsite.net/DHS%20Policies/Forms/AllItems.aspx>
- F. Arkansas DYS Policy: <https://ardhs.sharepointsite.net/DHSPolicy/DYS%20Policy/Forms/AllItems.aspx>
- G. PREA Resource Center: <http://www.prearesourcecenter.org/>
- H. IDEA of 2004: <http://idea.ed.gov/explore/home>

2.6 **POLICY MANUAL**

- A. The vendor **shall** develop and implement a written manual of policies, procedures, staff schedules, and security-related practices that meets or exceeds the terms of this RFP, the DYS Residential Operations Manual, State and Federal statute and ACA/PBS Standards.
- B. A copy of this finalized manual **shall** be provided to the DYS Assistant Director of Residential Operations, or designee, within thirty (30) days after award and any updates/changes **must** be provided within thirty (30) days prior to implementation.
- C. DYS **shall** have final approval of this manual.
- D. The most current copy of the policy manual **must** be on file at the facility and with the DYS Clinical Director, at a minimum, annually and as updated.
- E. Vendor **shall** notify vendor'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
- F. Vendor's Policy and Procedures manual **shall** include, but not be limited to, the following policies/procedures:
 - 1. Utilization of the designated DYS juvenile tracking and information system (Ritetrack).
 - 2. Defined functions or job descriptions for all staff involved in the data collection, keying, or system support functions.
 - 3. Identification of staff responsible for coordination of system and data matters with DYS.
 - 4. Identification of staff responsible for collecting and keying data to the DYS juvenile tracking and information system.
 - 5. Employee Standards of Conduct and Code of Ethics.
 - 6. Procedures for gathering, distributing, or obtaining the required data and information.
 - 7. Forms to be utilized in the data collection or record keeping process.

8. Confidentiality of data and records, including adherence to all state and federal record storage, retention, release, and destruction requirements.
9. Automated support of key data gathering and reporting functions.
10. Designation of staff involved with the data collection, distribution, and reporting processes.
11. Any other automated support utilized to supplement the DYS juvenile tracking and information system.
12. Daily verification and updating of DYS juvenile tracking and information system census data.
13. Control of contraband and provide for its proper disposition at a level commensurate with security needs and that meets or exceeds ACA Standards and approved by DYS.
14. Inspections of facility operations and maintenance are conducted monthly and/or performed and verified by supervisory staff.
 - a. Including weekends and holidays, all areas occupied or accessed by juveniles.
 - b. Un-occupied or un-accessed areas **shall** be inspected weekly.
15. Development and entry of initial discharge summary into the DYS juvenile tracking and information system thirty (30) days prior to a juvenile's projected discharge.
16. Adherence to and compliance with DYS Incident Reporting Policy Number 7001.06.02.
17. Written Inventory policy and procedure
 - a. Inventory control and assignment of durable inventory
 - b. Inventory control and issuing of expendable items
 - c. Purchase and inventory control of materials and tools
 - d. Purchase and inventory control of all commodities (food, consumables, etc.)
 - e. Maintenance of inventory records to include, but not be limited to, purchase date and price
 - f. Source of funds
 - g. Current value (if appropriate)
 - h. Unit and location to which assigned
 - i. Name of person charged with custody
 - j. Inventory reporting and reconciliation
18. Control and use of keys and any locks, safes or other secured areas.
19. Control and use of culinary and medical tools, equipment and supplies.
20. Discipline.
21. Sanitation Program
22. Incident reports (i.e. use of force, injuries, use of restraints, taking of hostages, or any other activities resulting in potential danger to the safety and wellbeing of the juveniles and staff, etc.)

23. A plan to ensure a person who reports bullying, abuse, or harassing behavior **shall not** be subject to retaliation or reprisal in any form.
24. Use and security of State vehicles and the use of personal vehicles.
25. Search plans and procedures:
 - a. Unannounced & irregularly timed searches of rooms, juveniles, and juvenile work areas
 - b. Inspection of all vehicular traffic and supplies coming into the facility
 - c. Complete search and inspection of each room prior to occupancy by a new juvenile
 - d. Avoidance of unnecessary force, embarrassment, or indignity to the juvenile
 - e. Staff training in effective search techniques that protect both juveniles and staff from bodily harm.
 - f. The log book of electronic monitoring device inspections is accurate and up to date.
26. Suicide risk management and intervention
 - a. Suicide risk management policy **shall** be approved by a qualified medical and mental health authority and **must** meet the requirements of DYS Policy and Procedures section 7002.04.05, Suicide Prevention and Intervention, and any subsequent amendments.
27. Encourage staff to take advantage of all available opportunities at teaching juveniles the skills, attitudes and behaviors that will help them to become successful individuals.
28. Identifying juveniles in need of a surrogate parent.
29. Consistent with IDEA 2004, assuring each juvenile receiving special education services **shall** be allowed to function in the least restrictive environment.
30. Provide detailed instructions on storing, dispensing, logging and disposal of all medications in accordance with ADH regulations
- G. After review by DYS, should the facility policy and procedures manual be determined not to meet the requirements specified, the vendor **shall** submit amendments on their facility procedure to the DYS Assistant Director of Residential Operations in order to achieve compliance prior to implementation.

2.7 **INFORMATION TECHNOLOGY ENVIRONMENT**

- A. DYS utilizes an electronic information management system (currently Ritetrack) that provides data entry, storage, tracking, and reporting capabilities for all custody and non-custody juveniles. Secure connectivity to the Ritetrack is provided through the Internet. Ritetrack also provides the automated framework for billing and service delivery documentation and for incident reporting.
 1. The Ritetrack system may be updated or replaced at any time during the period of service on any resulting contract resulting and the vendor **must** make every effort to comply with a future system.
- B. The vendor **shall** connect to DHS/DYS using the provided DHS Network and Microsoft Internet Explorer.
- C. DYS will provide initial and annual training on the use of Ritetrack.
- D. Vendor **shall** implement and maintain the database as prescribed by DYS in accordance with all official policy, guidance and administrative directives.
- E. Vendor **must** provide data in the format prescribed by DYS and meet data entry maintenance requirements that **shall** include necessary reconciliation of juvenile data and completion of required error corrections.
- F. Vendor **must** input, update, and maintain information in the Ritetrack.

- G. The vendor **must** notify DYS Information Systems Manager or designee within seven (7) days of a new hire who will require access to the DHS network.
- H. The vendor **must** 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. The vendor **must** conform to DYS Operational Standards requirements in form, content, and entry/storage/retrieval of automated systems;
- J. The vendor **must** incorporate into its records management system any new systems presented by DYS.

2.8 **DYS PROVIDED COMPUTER EQUIPMENT**

- A. All DYS computers and peripherals issued to a vendor **shall** be accounted for and maintained in compliance with DHS and DYS administrative directives, policies and procedures.
 - Said equipment **shall** be issued by DYS ONLY for access to resources on the DHS network. All information on these devices **shall** be the property of DYS.
- B. Requests for purchase of computer equipment **must** go through the DYS Information Systems Section for approval with DHS Office of Systems Technology.
- C. The loss of, or damage to, any equipment **shall** be investigated by the DYS Internal Affairs Unit.
 - Findings and recommendations **shall** be provided to the Assistant Director of Residential Operations as to replacement disposition.
- D. The vendor **shall** notify the DYS Information Systems Section of any broken equipment and request removal.
- E. Any DYS equipment issued **must** be surrendered to DYS upon demand.
- F. Computers and peripherals provided by DYS **shall** be loaded only with software authorized by DHS/DYS, and **shall** be loaded by DHS authorized technical personnel only.
- G. Any information stored on personal computers or other electronic storage devices **shall** be backed up on the DHS network. If there is any loss of the personal computer or electronic storage device, the backup **shall** be provided to DYS in order for investigation into possible needed disclosures of the loss in accordance with the Health Insurance Portability and Accountability Act, 42 U.S.C. §§ 1320d-1329d-8 and the Personal Information Protection Act, Arkansas Code Annotated § 4-110-101.
- H. Backups **must** be maintained in accordance with the State and DHS policies, standards, and procedures.
- I. If any equipment malfunctions, it **must** be reported directly to the DYS Information Systems Unit.
- J. Maintenance of any equipment **will** be performed by DHS authorized technical personnel only.

2.9 **INSURANCE COVERAGE**

- A. The vendor **shall** purchase (within 30 days of award) and maintain insurance to protect vendor from all claims of the type set forth below that arise out of, or result from, vendor's operations, services, and/or performance under a resulting contract and for which vendor may be liable.
- B. This coverage **shall** be applicable whether such operations, services, and/or performance are provided by the vendor or by any of the vendor'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. Claims under worker's or workmen's compensation, disability benefit, or similar employee benefit acts.
 - 1. Vendor **shall** maintain worker's compensation insurance at the statutory limits complying with State and federal requirements.

- D. Claims for damages because of bodily injury, occupational sickness or disease, or death of vendor's employees, or of any other person.
1. Vendor **shall** maintain employer's liability insurance at or in excess of the following:
 - a. Bodily injury by accident - \$500,000 each incident
 - b. Bodily injury by disease - \$500,000 each employee
 - c. Bodily injury by disease - \$500,000 each policy limit
- E. Claims for damages insured by customary personal injury and advertising injury liability coverage.
1. Vendor **shall** maintain commercial general liability insurance included as minimum coverage for:
 - d. Advertising injury
 - e. Premises – operations liability
 - f. Products and completed operations liability
 - g. Blanket contractual, with endorsement as required to cover a resulting contract and all vendor services
 - h. Property damage liability insurance with explosion, collapse, and underground hazards coverage as applicable
 2. The limits of liability **shall not** be less than:
 - i. \$1,000,000 each for occurrence as respects bodily injury liability or property damage liability, or both combined
 - j. \$1,000,000 general aggregate
 - k. \$1,000,000 products/completed operations aggregate
 - l. \$1,000,000 personal and advertising injury
- F. 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 **shall** be included in vendor's automobile liability insurance.
 2. The term "caused by accident" if used in bodily injury coverage **shall** be replaced by the term "occurrence".
 3. The limits of liability **shall not** be less than \$1,000,000 for each occurrence as respects bodily injury liability or property damage liability, or both combined
- G. Vendor's umbrella/excess liability policy or policies **shall** include coverage for the same claims and hazards as covered under the primary policies, including any special requirements
1. The limits of liability **shall not** be less than \$5,000,000 for each Occurrence; \$5,000,000 aggregate
- H. If any of the foregoing insurance coverage is required, by DYS, to remain in force after termination of the contract, then vendor **shall** deliver to DYS, thirty (30) days prior to termination, any additional certificates evidencing continuation of such coverage.
- I. For vendor's primary insurance, if the "additional insured" have other insurance that is applicable to the loss, such other insurance **shall** be on an excess or contingent basis.

1. Vendor's insurance **shall** be primary coverage.
 2. The amount of the insurance company's liability under the policy **shall not** be reduced by the existence of such other insurance.
 3. Vendor **shall** pay or otherwise satisfy all deductible amounts for all claims.
- J. A minimum of thirty (30) days prior to beginning performance under a resulting contract, vendor **must** furnish to DYS all relevant insurance certificates, certifying 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.
- K. Such certificate **shall** also specify the dates when such policies commence and expire.
- L. Such insurance coverage **shall** be maintained until all services to be provided hereunder by the vendor have been completed by vendor and accepted by DYS and vendor's equipment, materials and supplies have been removed from DYS' premises.
- M. If the liability insurance is written on a "claims made" basis, vendor **shall** maintain the coverage for a minimum period of five (5) years after the completion of the services.
- N. Vendor **shall** furnish copies of any such "claims-made" policies and to institute measures to guaranty future coverage for claims as contemplated by a resulting contract.
- O. If vendor fails to furnish DYS with acceptable insurance certificates a minimum of thirty (30) days prior to the beginning of performance under a resulting contract, DYS **shall** have the right to delay the commencement of its performance hereunder, without any liability to vendor, or to acquire the insurance itself and charge vendor.
- P. All insurance coverage **must** be provided by insurance companies having policy holder ratings no lower than "A-" and financial ratings not lower than "XI" in the latest edition in effect as of the date of this Agreement of the Best's Insurance Guide. Vendor **must** verify and ensure that all of the vendor's agents, consultants, suppliers, and subcontractor(s) are insured against claims arising out of or relating to their performance related to a resulting contract.
- Q. Note: the term "caused by accident" if used in bodily injury coverage **shall** be replaced by the term "occurrence" and DYS **shall** be named as an "additional insured" on vendor's commercial general liability policy.

2.10 **REPORTING**

- A. The vendor **must** advise DYS of any internal tracking/trending reports created outside the scope of the required reports. These reports **must** be provided to DYS if requested.
- B. The vendor **shall** submit the following reports to DYS in a format as specified or approved by DYS. Schedule of due dates will be provided to the vendor at time of award.
 1. Annually, via electronic mail, a written summary that includes measurable results of the requirements specified in this solicitation to the DYS Quality Assurance Section.
 2. Daily, via electronic mail, a census report to the DYS Clinical Director.
 3. Quarterly, via electronic mail, an educational services budget and quarterly expenditure report to the Assistant Director of Residential Operations.
 4. Monthly, via electronic mail, to the DYS Assistant Director and DYS Clinical Director, report of all incidents as identified by DYS Reporting Policy.
 5. Monthly, via electronic mail, to the DYS Construction Manager, "Facility's Physical Plant Report" no later than the fifteenth (15th) day of the month following the report month. The report **must** include, but is not limited to the following:

- a. Details of any problems identified during the inspection of facilities.
 - b. Location (unit, building, etc.), responsible manager, degree of hazard (health or safety), and planned correction of the problem with timetable.
 - c. Any problem previously reported that is still pending correction.
 - d. Any unresolved findings or problems reported from previous reviews and/or inspections.
6. Monthly, via electronic mail, to the DYS Clinical Director, inspection of each living area no later than fifteen (15) days following the completion of the report month

2.11 **FINANCIAL REPORTING**

Vendor **shall** prepare, maintain, and submit all required financial documents, records, and reports in the specified timeframes and methods, to the DYS Chief Financial Officer according to generally accepted accounting procedures (GAAP) and DYS policy including:

- A. Facility Annual Budget / Projected Revenue / Projected Expenditures
 - Submitted within ninety (90) calendar days prior to beginning of the next contract year.
- B. Record of income and expenses (quarterly)
 - Submitted via electronic mail within thirty (30) days following the end of each quarter.
- C. 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 year.

2.12 **EDUCATION REPORTING**

- A. Vendor **shall** provide student counts with education details (such as SPED, GED, Gifted, ESL, etc.) every day to DYS Education staff in the form and manner required by DYS.
- B. Vendor **shall** submit, via electronic mail, to DYS Superintendent, an itemized reporting of all education expenditures within forty-five (45) calendar days of end of the fiscal quarter of funds disbursement.
 - Upon request, supporting documentation **must** be provided to substantiate the itemized list of education expenditures.
- C. Vendor **shall** adhere to any additional reporting requirements determined by ADE.

2.13 **AD-HOC REPORTING**

Although requests for ad-hoc reports will not be frequent, there are times when additional reporting will be needed by the division. The vendor **shall** support these requests for ad-hoc reports in a manner and format required by DYS.

2.14 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include performance standards for measuring the overall quality of the services provided. Attachment B: *Performance Standards* identifies deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** 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 time throughout the contract duration.
- C. The state **shall** have the right to modify, add, or delete performance standards throughout the term of the contract, should the state determine it is in its best interest to do so. Any changes or additions to performance

standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.

- D. All changes made to the performance standards **shall** become an official part of the contract.
- E. Performance standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum performance standards as specified **shall** result in the assessment of damages.
- G. In the event a performance standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The state **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the state **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, the vendor **shall** provide as a discount on the invoice that is submitted to DYS the month following the advisement of the damage. The agency **shall** provide official notification procedures upon award of contract.
- I. If full implementation and acceptance of corrective action(s) are delayed, payment may be delayed or reduced pending completion.
- J. Failure to adhere to ADE reporting requirements may be grounds for immediate contract termination.
- K. A violation of any of the responsibilities constitutes grounds for DYS citation and/or vendor performance report.
- L. Any general or special education corrective actions cited by ADE shall be corrected in accordance with ADE mandates and at the expense of the vendor.

2.15 **CORRECTIVE ACTION PLANS**

- A. The vendor **shall** provide a written corrective action plan to the DYS Programs and Compliance Section and the DYS Assistant Director of Residential Operations within the time frames requested upon notification from DYS of deficiencies.
- B. Should a corrective action plan be required, the vendor **shall** ensure that all corrective actions presented in the plan are fully implemented and accepted within the specified timeframes.
- C. DYS **shall** have the right to pursue additional monitoring activities regarding corrective action plans reported to the DYS Programs and Compliance Section.
- D. A corrective action plan **must** be submitted to DYS within fifteen (15) calendar days following receipt of a report of any findings pertinent to the physical plant (resulting from an inspection, review, audit, monitoring visit, or performance evaluation conducted by DYS, DHS, ADH, 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 **shall** be included for each deficiency that identifies a major corrective action including steps or milestones and target completion dates for each milestone.
 - 3. DYS **shall** have the right to modify any corrective action step or timetable.

SECTION 3 – FACILITY OPERATIONS AND USAGE REQUIREMENTS

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

3.1 FACILITY TRANSFER

- A. Each building and/or property provided for use in connection with any resulting contract(s) is state owned. For the term of the contract and any authorized renewal period, DYS **shall** lease to the vendor the whole facility for an annual lease rate of one (1) dollar.
- B. The vendor **shall** operate the facility in accordance with all state and federal environmental laws and regulations. Juvenile housing, equipment maintenance and replacement and grounds and building maintenance **must** meet all ACA and Arkansas Building Authority (ABA) standards and guidelines for juvenile facilities.
- C. Vendor **shall** create and maintain a safe, therapeutic, and humane environment as determined by DYS where juveniles can develop habits and skills that will assist them in becoming more productive and law abiding members of society following their release from the facility.
- D. Vendor **shall** provide documentation of inspection of the school by the Fire Marshall according to ADE rules and regulations.
- E. The vendor **shall** use the DYS-furnished property only in connection with a resulting contract. Title to DYS furnished property **shall** remain with DYS.
- F. The vendor **shall** maintain the overall facility in a neat and clean general appearance as determined by DYS.
- G. The vendor **shall** perform routine cleaning and inspection of all equipment, buildings, and grounds in accordance with ACA standards and/or manufacturers' requirements.
- H. The vendor **shall** ensure timely payment of utility services including, but not limited to, water, sewer, waste disposal, electric, gas and telephone services as well as any deposits required by a utility company related to services for a resulting contract.
- I. DYS Responsibility:
 1. Provide for any necessary land improvements, building improvements, and capital equipment replacements due to expenditure of useful life.
 2. The Division of Youth Services Director will be the official arbiter and will make final decisions concerning assets and equipment.
 3. Provide for termite inspection and termite insurance.
 4. Provide for modifications and / or renovations to the facility in the amount of \$20,000.00 and above.

3.2 FACILITY SPACE USAGE

- A. The following **shall** be utilized by DYS for the life of a resulting contract:
 - Building 1
 - Building 3
 - Building 4
 - Four (4) offices of Building 5
 - Building 6
 - Building 7
 - Building 19

3.3 **DYS FURNISHED PROPERTY**

- A. The vendor **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.
- B. The vendor **shall** submit the related records to DYS immediately when requested and upon contract termination in the form and manner required by DYS.

3.4 **DYS ASSETS**

- A. Within ninety (90) days following the start of any resulting contract the vendor and designated DYS personnel **shall** complete a joint inventory of assets. As part of this joint review the vendor and DYS **shall** inspect and document the condition of all identified assets. This inspection **shall** include buildings, grounds, and infrastructure.

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. **shall** be immediately replaced at vendor's cost if they cannot be accounted for on any asset audit.

- B. The ownership to all non-expendable assets **shall** be vested with DYS at the time of purchase or transfer to the vendor for program use.
- C. The vendor **shall** maintain a listing of all assets for the program site in the form and manner required by DYS.
 - 1. Any time assets are discovered missing they **shall** be reported to DYS Chief Financial Officer within eight (8) hours of discovery.
- D. Facility personnel **shall** cooperate with a periodic inventory reconciliation conducted by DYS personnel.
- E. The vendor **shall not** use any assets for any purpose apart from the delivery of services identified in this solicitation.
- F. 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.
- G. Disposal of State property **shall** be handled by State Marketing and Redistribution policies and procedures. Vendor **must** follow DYS guidelines for the process.

3.5 **FOOD SERVICES**

- A. Vendor **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.
- B. Vendor **shall** qualify for and participate in the National School Lunch Program (NSLP).
- C. Vendor **shall** prepare a written weekly meal plan for all meals, including special diets, at least one week prior to service. Any deviations from the plan **must** be noted and attached with that week's plan.
- D. Menu plans that comply with USDA Dietary Guidelines **must** be reviewed and approved by a registered dietician and posted in view of serving counter.

- E. Vendor **shall** ensure juveniles who have special dietary needs/restrictions receive meals that satisfy those dietary factors.
- F. Vendor **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.
- G. Vendor **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.
- H. Vendor **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. Vendor **shall** maintain vehicles in a safe operating condition and in accordance with manufacturers' recommendation.
- B. Vendor **shall** demonstrate compliance with the State of Arkansas Vehicle Use Policies and any applicable DYS/DHS policies regarding vehicle usage. DYS will maintain liability insurance for DYS vehicles.
- C. Vendor **shall** maintain, in the form and manner required by DYS, vehicle maintenance records until the vehicle is returned to DYS.
- D. Vendor **shall** provide all repair and maintenance for vehicles.
- E. Vendor **shall** ensure all drivers maintain a valid Arkansas Driver's License.
- F. Vendor **shall** maintain, on file, a copy of a current, valid Arkansas Driver's License for each driver.
- G. Vendor **shall** maintain documentation, on file at the facility, of an annual Office of Driving Services Traffic Violation Report for all drivers. In addition to the requirements of the Arkansas State Vehicle Safety Program, drivers **shall** also be subject to the below:
 - 1. Drivers who have accumulated more than ten (10) points on their current Traffic Violation Report **must** 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 Assistant Director of Residential Operations **shall** make the determination if and when driving privileges will be returned.

3.7 **TRANSPORTATION**

- A. Vendor **shall** be responsible for transporting juveniles as directed by DYS. Regardless of distance the vendor **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. Vendor **shall** collaborate with DYS as required to transport newly committed or reassigned juveniles from prior in-State placements to AJATC Facility.
- C. Vendor **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 **shall** facilitate arrangements.

- E. 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. Maintain vehicle transportation logs in each vehicle. Logs **must** meet or exceed ACA standards.
- G. Vendor **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. Vendor **shall** ensure a minimum of two (2) staff in every transport even if only one juvenile is being transported.
- I. Vendor **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 **shall 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. Vendor **shall** subcontract for vermin and pest control services with an experienced, licensed pest control vendor.
- B. Vendor **shall** ensure pest control services meet ACA regulation.
- C. Vendor **shall** document services and inspections quarterly and maintain the records file at the facility.
- D. Vendor **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. Vendor **shall** maintain buildings, grounds, and all related equipment in compliance with applicable codes; in accordance with all regulations, laws and policies cited in this solicitation; and in compliance with direction or guidance provided by DYS. This includes all facility infrastructure, buildings, vehicles, roads, sidewalks, fences, etc.
- B. Vendor **shall** conduct and/or allow monthly inspections of facilities and equipment 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 **shall** include those performed by the Department of Health.
- C. Vendor **shall** make any repairs, in which the total of the repair is \$999.99 or less, within seven (7) calendar days of discovery by vendor, or be in the process of making such repairs.
- D. Vendor **shall** provide contact information of vendors to DYS for obtaining quotes or bids, on projects over \$2,500, for Division sponsored physical plant repair/replacement activity.
- E. Vendor **shall** provide daily supervision of vendors during Division sponsored physical plant repair/replacement activity.

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. The vendor **shall** ensure that the rights of juveniles are observed under Arkansas State law, Federal law, ACA regulations, and ADE regulation. This includes, but is not limited to: HIPAA, IDEA, FERPA, 504, and PREA.
- B. In accordance with ACA Standards for Juvenile Treatment Facility (JTF), the vendor **shall** ensure that juveniles placed in the facility **shall**:
 1. Receive orientation
 2. Be provided with a DYS approved juvenile handbook during the intake process. Assistance **shall** be provided for any language or reading barriers. Handbook **must** be written in a manner understandable by juveniles; simply handing the youth a stack of policy sheets **shall not** be acceptable. Handbook **shall** explain such topics as, but not limited to:
 - a. The facility's policies
 - b. The disciplinary procedures
 - c. The grievance process
 - d. DYS overview of intake process, length of stay, and treatment services (provided to vendor by DYS)
 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. The vendor **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)
 - That all juveniles are given access to unimpeded health care.
 - That there is an established grievance process and evidence is provided that it is made available to and utilized by all juveniles.
 - That juveniles' records note the application of disciplinary procedures as outlined in the juvenile handbook and established by facility policy
 - 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 BOYS AND GIRLS CLUB

Vendor **shall** maintain the onsite Boys and Girls club of Saline County, to provide program enhancement offerings to each juvenile in the areas of:

- A. Physical education activities

- B. Large muscle exercises and games (i.e. basketball, flag football)
- C. Life skills
- D. Music and Art
- E. Other facility-based, age appropriate, positive, individual and group social activities

4.3 **SECURITY AND CONTROL**

- A. Vendor **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. Vendor **shall** provide and have a communication system (2-way radios, hardwired telephones, DYS approved electronic communication devices) between the Facility Security Control Center and staff at the juvenile living units.
- C. Vendor **shall** maintain a daily report on any juvenile population movement in the form and manner required by DYS.
- D. Vendor **shall** maintain a daily written report of inspections.
- E. Vendor **shall** have a system approved by DYS for physically counting juveniles which meets or exceeds ACA standards and DYS Facility Policy Manual.
- F. Vendor **shall** have a system that accounts for the placement and whereabouts of all juveniles in the facility.
- G. Vendor **shall** maintain a twenty-four (24) hour security system to include, but not limited to:
 - 1. Control center at the facility for monitoring and coordinating security.
 - 2. A controlled perimeter that meets or exceeds ACA Standards and State requirements.
- H. Vendor **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.
- I. Vendor **shall** ensure that all juveniles are visually monitored through room checks at least every fifteen (15) minutes.
- J. Vendor **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.
- K. Logs **must** be available for review upon demand to DYS.

4.4 **CLASSIFICATION/HOUSING**

- A. Vendor **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:
 - 1. Juvenile's physical characteristics (i.e., age, sex/gender identity, height, weight, and general physical stature)
 - 2. Juvenile's perceived maturity level
 - 3. Seriousness and type of offense (i.e., a crime against a person or property)
 - 4. Juvenile's history and background
 - 5. Juvenile's attitude upon admission

6. Past involvement in assaultive or aggressive behavior, sexual misconduct, or demonstrated emotional disturbance.

4.5 AGE APPROPRIATE SERVICES AND PLACEMENT

- A. Vendor **shall** ensure that all juveniles eighteen (18) years old or older have no interactive contact with any younger juveniles. Vendor may achieve this separation by age through time phasing of common use non-residential areas.
- B. Vendor **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.

4.6 CHILD ABUSE

- A. Vendor **shall** comply with Arkansas Code Annotated § 12-12-507 and notify the Child Abuse and Neglect Hotline in accordance with DYS incident reporting policy of all reports of suspected abuse or neglect of a juvenile in the facility.
- B. Immediately after notifying the hotline, the vendor **shall** notify DYS in accordance with DYS Incident Reporting Policy.
- C. Vendor **shall** document the notification in the juvenile's individual case file.
- D. Vendor **shall** also complete incident documentation in Ritetrack within eight (8) hours of incident.

4.7 INCIDENT REPORTING

- A. Vendor **shall** submit an Incident Report Form in accordance with DYS Incident Reporting Policy 7001.06.02, in the required format (currently the DYS-IR-1) 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. Vendor **shall** complete a Review of Incident Response in compliance with the DYS Policy on Incident Reporting, Debriefing and Containment.
 1. Such **shall** be documented no less than ten (10) working days after the applicable incident.
 2. All incident debriefings **shall** be submitted to DYS Internal Affairs Unit as requested for any applicable incident.
- C. Vendor **shall** maintain, on site, an electronic log indicating Incident Reports submitted.

4.8 ABSENCE WITHOUT LEAVE

- A. In the event of an Absence Without Leave (AWOL) of a juvenile, vendor **shall** adhere to the notification sequence in DYS AWOL Policy #7002.04.08. The vendor **shall**:
 1. Contact the local county sheriff's office, local city law enforcement, and DYS Placement Unit, On-Call Staff/Administrator, and community citizens within ten (10) minutes of discovery. A state-wide pick-up order **shall** be initiated through the scheduled DYS On-Call administrator or per consult with the DYS Clinical Director and forwarded to the Arkansas State Police.
 2. 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.
 3. Notify the committing court or court personnel within twenty-four (24) hours of discovery.
 4. Adhere to the reporting requirements and time frames specified in DYS Policy and Procedures on AWOL Notification and Apprehension.
 5. Ensure that the DYS Division Director is notified in accordance with DYS Incident Reporting Policy in the case of any actual or attempted escape.
 6. Hold DYS harmless from any additional cost that arises from the juvenile's activities while AWOL.

7. Utilize the community notification system that includes electronic scanning and communication procedures.

4.9 **BULLYING**

- A. Vendor 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 once every six (6) months 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 Ritetrack prior to the end of shift in which the incident takes place.
- D. The facility administrator, school principal or designee at each facility **shall** personally investigate each report of bullying or harassment and, in consultation with 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 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 **shall** 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 vendor 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. Vendor **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**

Vendor **must** make every effort to eliminate sexual assaults against DYS juveniles using PREA standards, federal and State laws.

4.11 **SUICIDE PREVENTION**

The vendor **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 **shall** be defined as an unforeseen combination of circumstances which requires immediate action. (e.g. tornado, flood, riot, etc.)
- B. Vendor **shall** prepare emergency contingency plans that meet or exceed ACA standards and DHS/DYS Policy within thirty calendar (30) days after an award.
- C. All policies, procedures and emergency plans **shall** be reviewed and approved by DYS on an annual basis, and updated as required.

- D. All staff **must** receive training on the emergency plans and any subsequent modifications prior to their implementation.
- E. In the event DYS requires additional beds due to urgent/emergency reasons as determined by Assistant Director of Residential Operations or designee, an approval to the bed numbers at the facility **shall** be made by DYS Division Director.
 - 1. Daily cost **shall** be at the same amount agreed upon in the resulting contract.
 - 2. Vendor **must** hire additional temporary staff to maintain compliance with staffing ratios.

4.13 **SANITATION AND HYGIENE**

- A. Vendor **shall** operate a thorough and effective sanitation program according to written vendor's 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. Vendor **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. Vendor **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 **shall** be defined as follows:
 - 1. Each dormitory
 - 2. All pod units
- D. Vendor **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 **DYS RESPONSIBILITIES**

- A. DYS **will** retain management and delivery of the following juvenile services:
 - 1. Assessment: Detailed intake documents, commitment and complete diagnostic information in each juvenile's case file.
 - 2. Intake process, evaluation scheduling, and case record initiation.
 - 3. Risk assessment and needs screening.
 - 4. Program recommendations and placement.
 - 5. Length of stay determination.
 - 6. Length of stay extension and reduction
 - 7. Aftercare approval and overall release.
 - 8. Retention and maintenance of juvenile's records upon transfer, program placement or discharge from the facility.
- B. DYS administrators and case management staff will be available, as needed, to meet with vendor's facility administrators, primary counselors, therapists and teachers for discussions to clarify any assessment, treatment progress review, case management, discharge/transition planning, release review, and/or other case evaluation issues that arise.

4.15 **FACILITY REVERSION PLAN**

- A. In the event of a contract termination or a failure to renew the existing contract, the vendor **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 **shall 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 vendor **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 **shall** lie with DYS.
- C. Should there be an unreasonable delay in the transfer of the facility and/or the transfer of all DYS property to a future vendor, as reasonably determined by DYS to have been due to the current vendor not fully cooperating with or assisting DYS and/or the future vendor in the transition process, DYS **shall** have the right to withhold payment to the vendor until the transfer of the facility to DYS and/or the future vendor is complete and all DYS property is accounted for and is in working order, as determined by DYS.
- D. Damages caused at the facility that are identified and investigated by DYS staff to be the result of neglect by the vendor's failure to perform contractual obligations **shall** result in repair/replacement expense to the equivalent, as determined by DYS, to be borne by the vendor. DYS **shall** have the right to withhold payment to the vendor until all damages are corrected.

SECTION 5 – EDUCATION

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

5.1 EDUCATION

- A. Under the direction of the DYS Education Superintendent the vendor **must** provide to all juveniles education services that are nondiscriminatory, high achieving learning environments which **shall** be compliant with all Arkansas Department of Education/Special Education and federal Department of Education guidelines and laws.
- B. Educational data on juveniles educated at the facility **shall** be entered into a data system in an accurate, timely, competent, and complete manner utilizing the DYS Juvenile Tracking System and/or any software or data system used by the DYS education staff designated to replace those cited.
- C. Vendor **shall** comply with all DYS and ADE regulations with respect to the provision of education services including any written interpretation of those regulations issued by the agency.
- D. DYS, in cooperation with the Arkansas Department of Education (ADE), **will** monitor the quality and effectiveness of the services offered.
- E. Vendor **shall** schedule two (2) parent/teacher conferences per academic year, and make provisions for attendance by teleconference or some other manner, as needed.
- F. Vendor **shall** participate in regional educational partnerships. Partnerships may be developed with school districts, colleges, or other DYS approved educational entities.

5.2 SCHOOL ADMINISTRATION

- A. Vendor **shall** provide educational services which adhere to DYS and ADE Educational Policies governing all juveniles, regardless of any disability, within two (2) days after intake into the facility.
- B. DYS and its vendor **shall** follow all State and federal education laws and regulations.
- C. The vendor **shall** follow a seven period daily school schedule, approved by DYS.
 1. Vendor **shall not** utilize any schedule diverging from that established by the DYS Education Superintendent.
- D. Master schedules for each semester and summer session **shall** be submitted by the vendor to the DYS Registrar in the form and manner required by DYS, no later than thirty (30) days prior to the start of that semester.
- E. All courses **must** show approved ADE Course Codes in master schedule given to Registrar of DYS.
- F. Vendor **shall** comply with current Arkansas Department of Education (ADE) standards for Class Time (number of school days, seat time/day, and average instruction time/week).
- G. Vendor's summer program **shall** consist of two (2) sessions consisting of twenty (20) school days each with the master class schedule approved by DYS.
- H. Classes may be conducted for purposes of credit recovery, remediation, enrichment and work internship utilizing distance learning or electronic direction instruction.
- I. The vendor **must** offer an on-going consistently operational GED program for eligible juveniles according to State and federal guidelines.
- J. Within forty-eight (48) hours of a juvenile's transfer or discharge from the facility, the vendor **must** provide DYS with the following records:

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. Final transcript of credits earned
 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
- K. Class sizes **must** conform to standards established by ADE.
- L. English Language Learner (ELL) Services **shall** be provided as assessed and certified by ADE and Federal laws. Vendor **shall** contact DYS for translation services.
- M. Vendor **shall** use existing books and materials current to the school term at the time of award.
- N. All textbooks and teaching materials **must** be approved by DYS prior to use.
- O. Vendor **shall** replace textbooks with other materials as updates become available and as recommended and approved by DYS and ADE.
- P. Lost, stolen, or damaged books **shall** be replaced at the expense of the vendor.
- Q. Vendor **shall** offer, weekly, the opportunity for parent/guardian involvement in all juvenile activities and educational goals. These **shall** be documented in Ritetrack.

5.3 **GENERAL EDUCATION – CURRICULUM**

- A. The ADE link for the necessary forms, coursework, and information is:
http://www.arkansased.org/public/userfiles/Learning_Services/Curriculum%20and%20Instruction/Smartcore%20Core/smartcore_waiver_2014_080713.pdf
- B. Vendor's educational staff **shall** use ADE approved curriculum as provided by the DYS Education department.
1. The DYS Curriculum Coordinator **will** oversee the implementation of the curriculum.
 2. All juveniles' academic proficiency **must** be measured according to this curriculum.
- C. All core courses **must** be taught on-site. Core classes **shall** be determined by the ADE and are subject to change at any time by the ADE.
- D. The vendor **shall** prepare academic studies for each juvenile that meet his or her academic needs and the state requirements for high school graduation and/or GED.
- E. The vendor **shall** allow DYS education staff free, unannounced access to classroom instruction for the purpose of teacher and program evaluation.
- F. Grade placement **shall** be determined by the number of credits the juvenile has successfully earned to date, reviewed by the DYS Superintendent or designee.
- G. The vendor **shall** provide instruction on life skills, career readiness, and computer aided instruction for the purpose of teacher and program evaluation.

5.4 **EDUCATIONAL RECORDS ACCESS, RETENTION AND RELEASE**

- A. The DYS Registrar or designee **shall** 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 vendor **should** be forwarded to the registrar's office in electronic form at DYS within forty-eight (48) hours of accepting commitment of the juvenile.
- D. Education records received by DYS **shall** be confidential. Other than required exchanges of information between the vendor, 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.

5.5 **CONFIDENTIALITY OF INFORMATION**

- A. **The vendor shall ensure the confidentiality of all student records which fall under the Family Educational Rights and Privacy Act (FERPA).**
- B. Under DYS supervision, vendor staff **shall** ensure the maintenance of general education and special education files and information generated as a result of a juvenile's participation in the program is accurate and complete and is properly and promptly included or noted in the juvenile's education file.
- C. All requests for permission to conduct research or pilot projects in the education program **must** be approved by the DYS Director. For projects involving the viewing of juvenile records or any form of contact with the juvenile, parental consent **must** be obtained through the DYS Education Superintendent.
- D. The vendor **shall** ensure a juvenile's complete education record is in the DYS information system (currently Ritetrack), following discharge or transfer as designated by DYS policy and in a secure manner that maintains confidentiality.
- E. The vendor **shall** ensure that copies of the discharge documents are in the DYS information system (currently Ritetrack) prior to the release, direct discharge, or transfers of the juvenile's education file.

5.6 **GENERAL EDUCATION – ACADEMIC IMPROVEMENT PLANS**

- A. Within ten (10) working days of admission all general education juveniles **shall** have an Academic Improvement Plan (AIP) created by the vendor regardless of their grade level's proficiency.
- B. The vendor **shall** develop a quarterly summary, in the form and manner required by DYS, to show measurable remedial improvement and **shall** make adjustments to the juvenile's plan in order to meet the juvenile's needs.
- C. The vendor's certified guidance counselor **shall** identify specific areas of academic deficiency in the juvenile's academic subject areas as indicated by the student's Accucess results, standardized testing and medical evaluation.
- D. Juveniles not academically proficient in core courses, regardless of grade level, **shall** participate in a remediation program, supplied by the vendor, to receive credit for the corresponding course.
 - 1. The parents/guardians **shall** be notified of any remediation requirements.
 - 2. The juvenile **shall** continue to receive remediation until the expectations in the AIP are met.
 - 3. The vendor **shall** document the progress of each juvenile in meeting the objectives of the Academic Improvement Plan through recorded grades.
 - 4. The vendor **shall** document recorded grades each four (4) weeks.
- E. The vendor **shall** review the Accucess Assessment and/or Arkansas Comprehensive Testing Assessment and Accountability Program (ACTAAP) scores and implement the necessary educational efforts to adequately update the juvenile's assessed needs (AIP), within ten (10) working days of exam completion, if directed by the DYS Director of Education.

- F. The vendor **shall** contact the DYS Education Superintendent for an AIP template and a list of acceptable intervention strategies in accordance with ADE guidelines.

5.7 HEALTH EDUCATION

Vendor **shall** provide formal ongoing health education programs designed to train the juvenile at using preventive health practices in accordance with ADE standards.

5.8 POST, SECONDARY AND CONTINUING EDUCATION

- A. Vendor **shall** provide an opportunity for a secondary education program, industry certification, or vocational certificate program.
- B. Vendor **shall** allow that participants may consist of juveniles who have graduated from high school; juveniles who are working towards a diploma; juveniles who have obtained a GED; and/or juveniles for whom a vocational aptitude screening indicates that such vocational instruction would further assist in their successful reintegration.
- C. Instruction **shall** be provided to all juveniles who have graduated from high school, obtained a GED, who are age seventeen (17) or older or for whom the aptitude screening indicates that such instruction would further assist in their successful reintegration.
- D. Vendor **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.
- E. Vendor **must** administer an aptitude and needs screening of each juvenile based on the vocational programs DYS has authorized for service to determine the appropriate educational track.
- F. Vendor **must** address each juvenile's identified educational needs in a manner that accounts for a juvenile's individual educational plan and potential job opportunities available in the area surrounding each juvenile's community. These results **shall** become part of the juvenile's education records.
- G. Vendor **must** 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.
- H. Vendor **must** implement a vocational education program, 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.
- I. Vendor **must** routinely provide each juvenile at the facility who meets the vocational screening criteria with appropriate vocational instruction.
- J. Vendor **must** have a certified guidance counselor on staff to coordinate the aptitude and needs screening for each juvenile along with all counseling and instruction.
- K. Vendor **must** propose the following three (3) vocational programs: (Proposals that do not include all three (3) **shall not** be considered.)
 - 1. Introduction to Construction Trades
 - 2. Welding
 - 3. Food Manufacturing (e.g. food processing, plant technology, aquaculture, culinary arts, hospitality management)
- L. Vendor **must** ensure certification programs meet requirements of the American National Standards Institute (ANSI) Standard 1100. DYS **shall** choose a minimum of two (2) certification/vocational programs to be provided by the vendor for the term of the contract.

- M. Vendor **must** provide courses offering national certification programming of completion and **must** provide an experienced professional instructor with appropriate State or national certification from their respective profession who holds a Career and Technical Permit from the Arkansas Department of Career Education (ADCE).
- N. Vendor **must** make use of State and federal services to help juveniles apprentice in their areas of interest and/or obtain gainful employment.

5.9 **PRE AND POST TESTING**

- A. Vendor **shall** conduct academic evaluations as required by Accucess, KUDER and TABE testing tools, using tests approved by the DYS Education Superintendent.
- B. Pre-testing **must** occur within two (2) weeks of the juvenile's arrival on campus and at the end of the first (1st) and third (3rd) nine (9) week grading period.
- C. If a time extension for any academic evaluation is necessary, approval **must** be obtained from the DYS Director of Education or designee within the two (2) weeks.
- D. Post-testing **shall** occur two (2) 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.
- E. Results of the testing **must** be included in the juvenile's education records prior to the juvenile's transfer or discharge from the program.
- F. Every Friday, 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.
- G. Pre and post test results **must** be reported, in the form and manner required by DYS, to the DYS Education Department for monitoring and reporting purposes within forty-eight (48) hours of the vendor's educational or intake staff's receipt of the results.

5.10 **GRADUATION REQUIREMENTS**

Juvenile **shall not** graduate unless they complete unit and class requirements per the ADE credit checklist.

5.11 **HOMEWORK**

- A. Homework assignments **shall** be an extension of the teaching/learning experience that promotes the juvenile's educational development.
- B. Homework should be planned, organized and relevant to the day's lesson and viewed by the juvenile as purposeful.
- C. Assignments should be made to help the juvenile become proficient in subject matter as well as learn research techniques and finding answers by themselves.
- D. Teachers should be aware of the potential problem juveniles may have completing assignments from multiple teachers and vary the amount of homework they give from day to day.
- E. Teachers **must** emphasize that each juvenile is expected to do his/her homework without assistance from another student, staff member or anyone else unless the work is part of a team project.

5.12 **USE OF TECHNOLOGY MEDIA**

- A. The use of computers and the internet by juveniles **shall** be considered a privilege and not a right.
- B. The Student Access Form (SAF) **must** be completed and sent within seven (7) days of completion in electronic format to the DYS Information Systems Section prior to the student having any computer access.
- C. The SAF form **must** be completed each time the juvenile arrives at a different residential facility.
- D. Before any juvenile is permitted to use only the DYS approved technology media, the school principal or designee **shall** ensure the 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.

- E. Only DYS education staff members will authorize a juvenile access to a website; vendor's staff **shall not** authorize this.
- F. Juveniles **must** be supervised at all times via physical presence of vendor staff while using technology media center, especially any use that may involve or permit access to the Internet.
- G. Juveniles **shall** be authorized to use only DYS approved technology media devices.
- H. Computer use by a juvenile can be suspended for improper use of any media. Any DYS education staff member or any vendor education staff member can suspend use.
- I. Any suspension of a juvenile's computer access by the vendor **must** be reported to the facility administrator in writing and the DYS Education Superintendent as soon as the suspension is made.
- J. Staff member(s) detecting the misuse of technology media **shall** make a written report to the school principal, in addition to any other incident reports, in accordance with DYS Incident Reporting Policy.
- K. In determining the length of loss of technology media privileges, the school principal or equivalent **shall** consider the nature and severity of the violation, any previous violations, and any other factors deemed relevant.
- L. All technology media activity and Internet use **shall** be subject to electronic monitoring by DYS.
- M. Juveniles **shall not** have an expectation of privacy in using any electronic device while in a DYS facility.
- N. For suspected security breach, the computer affected **shall not** be used until cleared by DYS Information Systems staff.
- O. DYS technology protection measures **shall** be used to block access to inappropriate content via the internet or other forms of electronic communications.
 - 1. Computers designated for juvenile access **must** be on a separate system (network, etc.) from other users.
 - 2. Technology protection measures **shall not** be minimized by the vendor or DYS staff, other than by official designation from the DYS Information Systems Manager for a specific website that is deemed acceptable for juveniles.

5.13 **GRADING**

- A. Grades **must** accurately reflect the student's mastery of the material and grades assigned to students **must** reflect educational objectives only.
- B. Teachers **must** use a variety of assessment methods such as unit tests, project evaluation, formative evaluation, etc.
 - 1. There **must not** be fewer than six (6) test/major project grades per semester in each subject area, including a required semester exam.
- C. Vendor **shall** utilize electronic system (eSchool) to submit attendance daily, beginning each class period, per ADE requirements.
- D. Teachers **must** record a minimum of two (2) grades per week for each subject in which no more than one half (0.5) credit **shall** be of homework assignments. Grades **shall** be entered utilizing electronic system (eSchool) Teacher Access Center (TAC).
- E. 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. Report cards **shall** be

electronically uploaded by the vendor into the electronic system within ten (10) business days after the end of the grading period.

- F. Grade inflation **shall** be prohibited.
- G. The teacher's grade book **will** be the official academic record of student's progress.
- H. All teachers **must** keep an up-to-date record of student grades utilizing electronic system.
- I. All grades entered into the grade book (paper or electronic) **must** be dated and labeled.
- J. Electronic grade books, Teacher Access Center (TAC), **must** be printed at the end of each week and be stored at the facility.
- K. Teachers **must** follow the standard grading scale to administer grades:
 - 90-100 A
 - 80-89 B
 - 70-79 C
 - 60-69 D
 - Below 60 F
- L. Grade books **must** be kept in a secure location.
- M. Grade books **must not** be left out for substitutes. A class roster **must** be made available for use by a substitute.
- N. Students **shall not** record information in the grade book under any circumstances.
- O. The vendor **must** demonstrate that the student and parent/guardian are made aware of the student's progress via progress reports.
- P. Interim reports **must** be issued no later than the fifth (5th) week of a grading period.
- Q. Official transcripts **shall** be the legal documents of student progress.
 - 1. Official transcripts **shall** be compiled by the DYS office at the request of the facility or school district.
 - 2. The student's completed course work, with grades, created at the DYS facility **must** be signed by the facility administrator or designee.
 - 3. Course credit and promotions received by a student while enrolled in DYS system of education **shall** be considered transferrable in the same manner as course credits from other accredited educational entities, per ADE rules and regulations.
- R. Facilities **must** store hard copies of student grades for a minimum of ten (10) years from release date per DYS policy.
- S. Teachers **must** maintain four (4) or more representative work samples in the file for completed terms on each student.

5.14 **CLASSROOM BEHAVIORAL DISRUPTIONS**

- A. When a juvenile engages in disruptive behavior that requires his or her removal from the regularly scheduled classroom for more than one class period, the Facility Administrator in conjunction with the School Principal or designee **shall** determine the appropriate action prior to the juvenile's return to the regularly scheduled classroom environment.
- B. Any recommendations for removal from the regularly scheduled classroom environment **shall** be forwarded to the DYS Director of Education and DYS Clinical Director for approval.

5.15 SPECIAL EDUCATION – GENERAL

- A. The vendor **shall** provide a continuum of educational services to the juvenile population who receive special education services.
- B. 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 self-reports 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 **shall** be filed in each student's Triand (A web-based data service for teachers and provides the official transcript system for Arkansas schools).
 - 3. Teachers or Counselors may refer the juvenile for consideration of Special Education and related services.
- C. Any juvenile identified as being in need of special education **shall** have assessments by a qualified examiner, who **shall** interpret the results to parents and educational staff.
- D. If a juvenile is found to be eligible for special education and/or related services, an Individualized Education Program (IEP) **shall** be developed by the vendor within thirty (30) days and approved by DYS.
- E. A copy of ADE's special education regulations and policies **shall** be available at each facility.
- F. Special education staff and classrooms **shall** be under the immediate supervision of the building principal.
- G. Special education juveniles **shall** participate in all educational and recreational activities with regular classmates unless determined otherwise by the IEP team.
- H. Vendor **shall** warrant that educational services provided to juveniles **shall** meet the minimum requirements established by Individuals with Disabilities Education Act (IDEA 2004) Procedural Requirements Sections:

5.16 SPECIAL EDUCATION – FREE APPROPRIATE PUBLIC EDUCATION

The vendor **must** provide Free Appropriate Public Education (FAPE) according to ADE standards.

5.17 SPECIAL EDUCATION – TRANSFER POLICY

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; then a Manifestation Determination, Functional Analysis, and Behavior Plan **must** be completed by the receiving vendor and submitted to the DYS Superintendent within ten (10) business days of the third (3rd) movement. This is required under IDEA to determine if the behavior is a result of the juvenile's disability.

5.18 SPECIAL EDUCATION – LEAST RESTRICTIVE ENVIRONMENT

- A. Juveniles with disabilities **must** be educated with their non-disabled peers to the maximum extent appropriate.
- B. Juveniles with disabilities can be removed by the facility administrator or designee from regular classroom education settings, for threatening or disruptive conduct, if the nature or severity of the disability is such that the juvenile cannot be educated, even with the use of supplementary aides and services, in regular classroom environments.
- C. Non-inclusionary practices **shall** be thoroughly explained at the juvenile's IEP conference and documented in the student's IEP folder. Exclusion of any juvenile with an IEP, except when the exclusion is for threatening or disruptive conduct, **must** be documented on an ADE Conference Decision Form.
- D. If the juvenile is removed from mainstream educational activities, the educational services **shall** continue with regard to continuum of service, placement, technical services, and other services as found in the ADE rules on Special Education & Related Services.
- E. Continuum of alternative placement options **shall** include:
 - 1. Regular education class/indirect service

2. Regular class/some direct instruction (more than 80% in general education)
3. Regular class (40%-79% in general education)
4. Some/no instruction in regular class (less than 40% in general education).

5.19 **SPECIAL EDUCATION – DUE PROCESS**

- A. The special education supervisor, **must** ensure evaluations for students referred for or identified as requiring Special Education and related services **will** be completed as outlined in 20 U.S.C. §1414 (a)(1)(B) , as well as 34 CFR Part 300, § 300.
- B. The comprehensive evaluation **shall** address areas including:
 1. Social and Medical History
 2. Hearing and Vision Screening
 3. Assessment of Individual Intelligence
 4. Assessment of Individual Achievement
 5. Communicative Abilities
 6. Assessment of Adaptive Behaviors
- C. The comprehensive evaluation **must** be documented in the juvenile's IEP folder by the special education supervisor and copies **shall** be forwarded to the DYS Registrar.
- D. The vendor **must** ensure that when a juvenile who receives special education services is transferred to another facility within the DYS system of education, the IEP folder **shall** be sent via DYS approved electronic mail to the receiving facility within five (5) business days.
- E. The vendor **must** ensure that when a juvenile who receives special education services is discharged, the IEP folder **shall** be sent via DYS approved electronic mail to the DYS Director of Education within five business (5) days.

5.20 **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 Free Appropriate Public Education (FAPE) to the juvenile when efforts to locate the biological or adopted parent(s), legal guardian(s), or individual(s) acting in the place of a biological or adopted parent have failed.
- B. The vendor **shall** appoint a designee at the facility to be responsible for surrogate parent recruitment, training, and assignment to an individual juvenile.
- C. The vendor **shall** appoint a surrogate parent within thirty (30) calendar days after a juvenile is determined to need a surrogate parent.
- D. Supporting Documents **shall** be placed with the student's IEP.

5.21 **CHILD FIND**

The vendor **shall** utilize the DYS Child Find Plan at the facility and abide by its regulations. DYS **shall** have the right to update it at will to conform to State, federal law, and ADE regulations. Child Find is a legal requirement that schools find all children who have disabilities and who may be entitled to special education services.

5.22 **DEGREE OPTIONS**

- A. Juveniles age seventeen (17) and younger:
1. The vendor **must** ensure the juvenile, the IEP team, and parent/guardian have the final determination of the student's best option regarding an Individualized Education Plan (IEP). In making that determination, the vendor and others involved with the juvenile **must** follow State and federal guidelines and laws established for juveniles receiving special education services.
 2. A special education juvenile **shall not** be transferred to GED classes without a Special education conference being held in accordance with State and Federal law.
 3. Juveniles who are enrolled in high school classes may ask to be placed into a GED program. The following **must** be completed prior to being placed in the GED program:
 - a. The juvenile **must** complete a formal application to the school for a waiver to enroll in an adult education program.
 - b. Prior to any further action, the juvenile **shall** be administered a Test for Adult Basic Education (TABE) or an official GED practice test.
 - c. The juvenile **must** earn a total score of 8.5 or above on all sections if the TABE is administered or a minimum score of 450 on each section, or a minimum of composite score of 490 if the GED practice test is used.
 - d. 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, **must** sign a written agreement.
 - e. If the participants do not agree, the juvenile or parent/guardian may file an appeal within thirty (30) days with the DYS Superintendent.
 4. If the juvenile does not successfully complete the GED process as determined by the facility administrator or their designee, the juvenile **must** be re-enrolled in general education or special education (if applicable) within five (5) business days of dismissal from GED.
 - a. Vendor **shall** use the DYS re-enrollment form to move the juvenile back into general education and a meeting, including a minimum of the attendees advised by DYS, **shall** be held for students who were formerly special education.
 5. 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.
- B. 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 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
- C. For juveniles with IEPs who are committed to DYS, if the juvenile reaches age eighteen (18) while in DYS's physical custody, the vendor **shall** counsel the juvenile to determine graduate requirements and options. The IEP team **shall** assist the juvenile in making the decision for the appropriate program. If the juvenile is cognitively impaired, as determined by a medical professional, then the committee **shall** make the final decision

on the juvenile's education. If the juvenile wishes to pursue a GED then the TABE or the GED pretest **must** be administered first and the results explained to the student.

5.23 SCHOOL LIBRARY

- A. Vendor **shall** maintain a functional library (coordinated media program) including both print and electronic media, and computer lab, with a minimum of ten (10) computers with multimedia/networking capacity, inside the school 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 **shall** be provided by the vendor in order to make a wide range of media accessible to both teachers and students.
- C. The coordinated media program **shall** have the ability to receive, store, retrieve, and display all forms of media.
- D. The media collection **shall** 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 **shall** be three thousand (3,000) volumes (exclusive of textbooks), or at least eight (8) books per student, whichever is smaller.

5.24 DORMITORY MEDIA CENTER

- A. Each dorm **must** have a media center consisting of:
 - 1. DYS "Standard Inventory of Educational Materials":
 - a. An inventory of educational materials **must** be maintained on each dormitory media center as required by the DYS Standard Inventory of Educational Materials.
 - b. The DYS Education Superintendent or designee may allow written exceptions to the inventory list to meet the specific needs of the juveniles on each dormitory.
 - c. Recreational reading materials **shall** be based on appropriateness for age and gender of the juveniles housed on each unit.
 - d. Exceptions to the "Standard Inventory of Educational Materials" inventory **must** be approved in writing by the DYS Education Superintendent, or designee.
 - 2. The vendor's Facility Director (or designee for Educational Services) **shall**:
 - a. Maintain the materials listed in the "Standard Inventory of Educational Materials" or an approved exception on each dormitory.
 - b. 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.
 - 3. The vendor's Juvenile Dormitory Supervisor **shall**:
 - a. Ensure that juveniles have unrestricted access to educational materials prescribed in the "Standard Inventory of Educational Materials".
 - b. 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.
 - c. Inventory the materials maintained in each unit on at least a quarterly basis.
 - d. Report to the Facility Director 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.)

SECTION 6 – THERAPY AND TREATMENT

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

6.1 PROVISION OF THERAPY AND TREATMENT

At any time during the contract duration DYS **shall** have the right to contract the following services to other providers. If DYS invokes this right, then the daily bed rate **shall** be reduced in proportion to the contract cost for these services. DYS will give the vendor a thirty (30) calendar day written notice of intent to invoke this clause.

At any time during the contract duration DYS **shall** have the right to reinitiate any services that may have been provided by another vendor. If DYS invokes this right, then the daily bed rate **shall** be increased in proportion to the contract cost for these services. DYS will give the vendor a thirty (30) calendar day written notice of intent to invoke this clause.

6.2 TREATMENT PLACEMENT

- A. Vendor **shall** have on file, written authorization (RS-9) from DYS for each juvenile placed at the facility.
- B. Vendor **shall** accept every juvenile designated by DYS to reside at that facility and in accordance with contractual agreement. (Limited only by bed availability unless authorized by Assistant Director of Residential Operations).
- C. Vendor **shall** submit a written statement, to the DYS Assistant Director of Residential Operations, 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 this RFP.
- D. Vendor **shall not** discharge, release or transfer any juvenile without prior written approval from the DYS Clinical Director, or in absence of the Clinical Director, an authorized DYS designee, or at the discretion of DYS Director or the DYS Assistant Director of Residential Services or authorized designee.

6.3 TREATMENT REQUIREMENTS

- A. Vendor **must** provide treatment and rehabilitative services to all committed juveniles referred and placed by the DYS for a Length of Stay (LOS) established and approved by the DYS.
- B. Vendor **must** request and receive approval from the DYS Clinical Director or designee on all extensions or reductions of LOS or at the discretion of the DYS Director or designee.
- C. Vendor **must** provide cognitive and behavior management/modification based treatment and therapeutic services to address criminogenic risks/needs and adaptive adjustment to all juveniles.
- D. Vendor **must** provide utilize the DYS Initial Treatment Plan to develop, implement, review, and update every thirty (30) days each juvenile's individualized Master Treatment Plan.
- E. Vendor **must** provide mental health, case management services inclusive at a minimum of the following:
 1. Identification of any subsequent presenting problems
 2. Treatment plan review, updating, progress monitoring
 3. Review and updating/documentation of juvenile treatment progress in consult with assigned therapist or counselor
 4. Coordination and collaboration of services delivery with DYS; with other stakeholders, and transition/discharge planning.
- F. In addition, the vendor **must** coordinate through DYS for any attorney contact, request, issue notice, schedule, or coordination of any court hearing, review, or release of any juvenile's case or progress status.

- G. Unless otherwise notified or approved by DYS, vendor **must** provide, develop and enter juvenile discharge summary no less than thirty (30) days from projected date of juvenile transfer/discharge. Exceptions to this requirement will be limited to select occurrences of case need by DYS to execute more immediate or specialized transfer/discharge of juveniles.
- H. Vendor **must** provide Mental Health, Substance Abuse, and Sex Offender specific treatment and services by licensed and qualified, as defined by the Arkansas Board of Examiners in Counseling, mental health professionals.
- I. Maintain an hourly log (in addition to logging all incidents into DYS information system) documenting, in the form and manner required by DYS, all juvenile movement inside and outside of the facility and any incidents which DYS policies, procedures and guidelines require to be reported. Log entries **shall**:
 - 1. Denote time of movement;
 - 2. Be continuous with no spaces between entries;
 - 3. Contain accurate information;
 - 4. Be written legibly in ink;
 - 5. Be dated and signed by the individual making the entry; and
 - 6. Be verified and signed by a supervisor at the end of each shift
- J. Vendor **must** 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.
- K. Vendor **must** 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.
- L. Vendor **must** 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.
- M. Vendor **must** document, in the form and manner required by DYS, all attempts (successful or unsuccessful) to involve the parents/guardian in visitation.
- N. Vendor **must** verify entry, completion and DYS approval of necessary forms for transfer or discharge of Juveniles in DYS Custody (RS-9 form) 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.

6.4 COMMUNITY-BASED PROVIDERS INFORMATION SHARING

- A. The vendor **shall** develop and provide monthly individualized treatment progress report information about the juvenile's treatment to the assigned DYS community-based provider for the county, area, or region of commitment for all juveniles.
- B. Upon request from the community-based provider, the vendor **shall** arrange for visits with the juvenile while in residence at the facility.
- C. Documentation of any such visits **shall** be maintained by the vendor in the juvenile's individual case file.
- D. In consult with DYS, the vendor **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 sixty (60) calendar days prior to the transfer/discharge.

- E. Exceptions to the above notification requirement **shall** be limited to select occurrences of need by DYS to execute more immediate or specialized transfer/discharge.
- F. A copy of the notification **shall** be maintained by the vendor in the juvenile's individual case file.
- G. The vendor **shall** coordinate with the community-based provider aftercare worker in developing each juvenile's aftercare plan.

6.5 **AFTERCARE**

- A. Aftercare plans consist of community re-entry programs and/or services to include, but are not limited to, school, mental health, employment/vocation assistance, family counseling, assistance with transfer/discharge placement, assistance with medication management, compliance supervision/sanctions, provisions for drug screening, and environmental needs.
- B. The vendor **shall**, in consult with DYS, actively engage in the development of individual juvenile aftercare plans and the exchange of information relative to the juvenile with the DYS designated community-based provider and any other provider of aftercare services.
- C. The designated community-based provider **shall** have primary responsibility for the drafting of the aftercare plans.
- D. The vendor **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 sixty (60) calendar days prior to transfer/discharge. Exceptions **shall** be limited to those juvenile cases identified by DYS as requiring an alternate release time frame.
- E. The vendor **shall** notify the aftercare worker of the established transfer date at least sixty (60) calendar days in advance of the transfer/discharge or, immediately, if there is any change in the transfer/discharge date.
- F. The vendor **shall** coordinate with the aftercare provider in scheduling progress review and discharge planning meetings.
- G. The vendor **shall** maintain a signed log to indicate the participation in aftercare meetings and knowledge of the plan(s). The log **shall** be made available to DYS, upon request.

6.6 **GENDER POPULATION**

- A. The vendor **shall** develop and implement evidence based Cognitive Behavioral (or any other structured treatment program chosen by DYS) gender-specific programs and services that address the unique treatment needs of the female and LGBT juveniles in the program.
- B. The vendor **shall** address gender-specific issues regarding health, safety, education, and life skills development.
- C. The vendor **shall** provide gender-specific counseling that addresses the unique stressors and risks that females and LGBT are faced with due to their gender; such as victimization, sexual health, medical issues and socioeconomic status.
- D. All of the females and LGBT in the program **shall** participate in at least five (5) hours of gender-specific programs per week which assists in their cognitive, interpersonal, social, educational, and individual development.
- E. At least one (1) hour of the five (5) **shall** be group counseling that addresses gender-specific development and risk issues.
- F. The juvenile's participation **shall** be documented weekly in their individual case file via sign in sheets.

6.7 MASTER TREATMENT PLAN

- A. The vendor **shall** develop, implement, monitor, and submit to DYS within thirty (30) days of juvenile admission an individualized and measureable Master Treatment Plan (MTP) designed to address the risks, needs, and specific presenting treatment problems as identified by the Multi-Disciplinary Staffing (MDS) and subsequent Initial Treatment Plan (ITP) development.
- B. The vendor **shall** conduct and provide to DYS Intake and Case Management Unit, in the form and manner required by DYS, on or before the tenth (10th) calendar day of each month, a written individual progress report on each juvenile in residence at the facility for any part of the prior month.
- C. The juvenile's assigned DYS Case Coordinator or Services Manager **shall** be responsible for the overall development of the ITP in collaboration with the DYS Clinical Director and other members of the DYS clinical services team.
- D. Juveniles **shall** be evaluated on their readiness for release by completing DYS treatment program. Juveniles should meet the established treatment goals within sixty (60) calendar days of their projected discharge date.
- E. Pursuant to DYS initial assessment, vendor **shall** conduct a staffing by the treatment team in conjunction with the juvenile and utilizing the DYS Initial Treatment Plan (ITP), thereby resulting in completion of the juvenile's Master Treatment Plan (MTP) within twenty-one (21) business days of program admission.
- F. Juveniles assigned to the facility for treatment, **shall** have their Master Treatment Plans (MTP) completed by their assigned program therapist, case manager, medical and education staff, and the assigned DYS Case Coordinator or Services Manager. Input on completion of a juvenile's treatment plan **shall** also be solicited from the juvenile's parent or guardian.
- G. The Master Treatment Plan **shall** address the juvenile's identified treatment problems/needs in a manner that is based on evidence based treatment methodologies and as approved by the DYS Clinical Director.
- H. The progress report **shall** detail the juvenile's activities and progress toward meeting the treatment goal(s) and rehabilitative objectives specified in the juvenile's individualized treatment plan during the prior month.
- I. The vendor **shall** submit a copy of the juvenile's Master Treatment Plan (MTP) to the DYS Intake and Case Management Unit for review and approval, in a manner and format required by DYS within five (5) calendar days of the completion of the MTP and file document a DYS review approved copy in the juvenile's individual case file.
- J. The vendor **shall** provide services in accordance with a juvenile's ITP/MTP and maintain individual juvenile records in a DYS approved manner that documents the daily activities performed to record the juvenile's measured treatment plan progress.
- K. The vendor **shall** implement a structured treatment and behavior modification program designed to reduce the rate of potential juvenile recidivism, and assist with discharge/aftercare planning towards successful reintegration to the community following discharge.
- L. Development, progress review, revision, and updating of the treatment plan **must** be documented in the juvenile's individual case file.
- M. The vendor **shall** develop, enter into the DYS Information System, and submit juvenile discharge summaries and evidence of progress on each of the presenting problems and goals no less than thirty (30) days prior to a juvenile's set, targeted, or transfer listing date of discharge to the DYS Clinical Director. Exceptions to this **shall** be authorized by DYS.

6.8 RECREATIONAL ACTIVITIES

- A. Vendor **shall** require all juveniles, unless restricted by medical reasons, to participate in a recreation program that meets or exceeds ADE and ACA guidelines.
- B. Vendor's recreation program **must** be in collaboration with Boys and Girls Club to include structured physical education, fitness and intramural sports activities, which **shall** also take into consideration the recreational needs of disabled juveniles as required by State and federal laws.

6.9 RELIGIOUS ACTIVITIES

- A. Vendor **must** offer juveniles the opportunity (voluntary) to practice their religious faiths and to participate in religious activities in accordance with ACA standards.
- B. Vendor **shall** maintain a documented log of all voluntary juvenile participation in any religious activity off the facility premises.

6.10 TELEPHONE

- A. Vendor **shall** ensure that juveniles are afforded the opportunity to call approved next of kin.
 - 1. Juveniles **shall** be allowed One (1) call per week not to exceed ten (10) minutes per call.
 - 2. In emergency situations DYS may authorize juveniles to be permitted up to four (4) calls a week.
- B. Vendor **shall** cover the expense for all calls.
- C. Vendor **shall** monitor or restrict calls as needed within juvenile's rights as defined by DYS, State and Federal Law.
- D. Vendor **shall not** hinder juvenile's contact to legal counsel.

6.11 VISITATION

- A. Vendor **shall** encourage and welcome family visits.
- B. Therapists and case managers **shall** utilize visitation time as an opportunity to do progressive treatment intervention work with the entire family.
- C. Visits **must** be in accordance with ACA Standards.
- D. Visitation **shall** be monitored by direct care staff accompanying the juvenile during the visit.
 - 1. In cases of the use of a language interpreter providing services during visitation, vendor staff **must** remain with the juvenile and interpreter unless otherwise instructed for safety, security, or HIPAA purposes.
 - 2. Attorney visits **shall not** be monitored except at the request of juvenile or attorney.

6.12 MAIL

- A. Vendor **shall** monitor mail, by opening and reading correspondences, for safety and security procedures.
- B. Vendor **shall not** place limitation on the volume of mail juveniles receive.
 - 1. An exception may be made by DYS if the vendor 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; vendor **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.

6.13 CHEMICAL/SUBSTANCE ABUSE TREATMENT

- A. Vendor **shall** provide chemical/substance abuse treatment programs that **must** be reviewed and approved by DYS prior to implementation and **shall** include but not be limited to:
 1. A comprehensive chemical/substance abuse assessment **shall** be conducted during the intake of each juvenile and **shall** be inclusive of interview, observation, and collection of collateral information of juvenile chemical/substance abuse history and behavior.
 2. Chemical/Substance abuse counseling and treatment plan services by a licensed substance abuse Counselor or Therapist.
 3. Individualized chemical/substance abuse counseling and therapy services to each identified juvenile weekly, and as per each juvenile's individualized treatment plan and presenting problems.
 4. A program which meets or exceeds ACA standards for a comprehensive and integrated treatment approach to the individual juvenile's medical, psychiatric/psychological, family structure, and overall needs.

6.14 SEX OFFENDER TREATMENT

- A. Vendor **shall** provide sex offender specific therapy and treatment plan services by a licensed/certified sex offender therapist or counselor.
- B. Vendor **shall** provide individualized sex offender specific therapy and treatment plan services to each juvenile weekly, and as per each juvenile's individualized treatment plan and presenting problems.

6.15 MEDICAL TREATMENT

- A. The vendor **shall** allow unimpeded access to medical care to all juveniles, including but not limited to, any general medical, dental, optical, wellness therapy, or mental health care, as well as, first responder care in urgent and emergency situations.
- B. The vendor **shall** keep hard copies of the health services for all juveniles at the facility and enter results in the juvenile's electronic file.
- C. The vendor **shall** provide all medical records for audit by DYS on demand.
- D. The vendor **shall** receive approval from DYS for any medical or mental health services performed off-site prior to the treatment being performed, except in emergency situations.
- E. In emergency medical situations the vendor **shall** collaborate with the DYS contracted Medical Services provider to ensure immediate and adequate services.

Note: Emergency Medical Services are defined as:

Inpatient or outpatient hospital services that a prudent layperson with an average knowledge of health and medicine would reasonably believe are necessary to prevent death or serious impairment of health and which, because of the danger to life or health, require use of the most accessible hospital available and equipped to furnish those services.

Source: 42 U.S. Code of Federal Regulations (42 CFR) and §424.101.

<https://www.medicaid.state.ar.us/InternetSolution/Provider/docs/hospital.aspx#manual>

- F. The vendor **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.

SECTION 7 – STAFFING

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

7.1 STAFFING REQUIREMENTS

- A. The DYS provider network may include consultants, sub-contracted personnel, and volunteers. Persons engaged in such work with juveniles **shall** adhere to the same rules of confidentiality that applies to DYS and vendor staff. Information about juveniles learned in these capacities **shall not** be publicly discussed.
- B. The vendor **shall** be responsible for all staffing and payment to employees and subcontractors in order to provide twenty-four (24) hours a day, seven (7) days a week services 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.
- C. The vendor **must** ensure that any licensed professional whether employee or subcontractor **shall** only provide services for the juveniles within their respective licensure.
- D. The vendor **shall** ensure Ritetrack access is terminated immediately for those employees who leave the vendor's employment by notifying DYS Information Systems section. Vendor **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 **must** be dressed in a job appropriate uniform that distinguishes staff from the juveniles. (e.g. Nurses in scrubs, Security in a contrasting color to the juvenile uniform, etc.)
- F. The vendor **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 or alcohol while on duty; that prohibits all employees from working while under the influence of alcohol or controlled substances and from abusing drugs.
- G. The vendor **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.
- H. For all employees or sub-contractors, DYS **shall** have the right to prohibit from working at a DYS residential facility any person or persons not acceptable to DYS. This **shall** include, but not be limited to, person(s) with a prohibiting criminal offense, a true finding of child or adult maltreatment, or a positive drug screen.
 1. All child maltreatment allegations concerning any person(s) employed or sub-contracted at a DYS residential facility **shall** 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.
 - a. Upon knowledge of a pending child maltreatment allegation, the employee or sub-contractor **shall** disclose the allegation to the vendor regardless of who is named as the alleged victim.
 - b. Upon disclosure of a pending child maltreatment allegation, the vendor **shall** notify DYS of the allegation within twenty-four (24) hours of disclosure and **shall** take immediate steps to protect the health and safety of juveniles based on the severity of the allegation.
 - c. The safety and welfare of any juvenile in the residential facilities **shall** be paramount.
 - d. If the alleged offender is an employee or sub-contractor with direct, unsupervised contact with juveniles, then an evaluation **shall** be conducted on an individual basis by DYS to determine if the alleged offender can safely remain in direct, unsupervised contact with the juveniles at the residential facility during the investigation.
 - e. If DYS determines that the safety and welfare standards of DYS cannot be met, the alleged offender **must** be removed from any and all contact or access to juveniles by the vendor.

- f. If the child maltreatment investigative agency determines that the allegation is unsubstantiated, the employee or subcontractor, in conjunction with the vendor, **shall** have the affirmative duty to request consideration be given to permit the employee or sub-contractor to return to direct, unsupervised contact with juveniles at a DYS residential facility in the position from which he/she was removed from as a result of the allegation.
 - i. This request **shall** include a copy of the determination letter and any other supporting documentation, including but not limited to, the Central Registry file to be tendered by subject of the report (alleged offender) to DYS.
 - ii. DYS **shall not** re-disclose this information.
- g. A final determination **shall** be made prior to such re-instatement by holding a conference between the vendor and DYS so that all parties may have input, but final determination **shall** be made by DYS.
2. For all Priority I allegations, if the alleged offender is an employee or sub-contractor with direct, unsupervised contact with juveniles, then the alleged offender **must** be removed from any and all contact or access to juveniles by the contractor.
 - a. Failure to immediately do so may result in a corrective action plan or contract termination, as determined by DYS.
 - b. Any exceptions to this policy **must** be approved and documented by DYS Assistant Director of Residential Operations or the DYS Director.
3. For all Priority II allegations, if the alleged offender is an employee or sub-contractor with direct, unsupervised contact with juveniles, then an evaluation **shall** be conducted on an individual basis by DYS or the vendor to determine if the alleged offender can safely remain in direct, unsupervised contact with the juveniles at the residential facility during the investigation.
 - a. If the safety and welfare standards of DYS cannot be met, the alleged offender **must** be removed from any and all contact or access to juveniles by the vendor

7.2 **STAFF/JUVENILE INTERACTION**

- A. Vendor's direct care staff **shall** participate in meaningful interaction with juveniles.
- B. Staff **must** be trained in the program's philosophy and treatment approach, the behavior management system and effective communication, redirection, and problem solving skills.
- C. Structured interaction with juveniles may involve non-licensed staff meeting individually with juveniles to provide opportunities for discussion as well as support and guidance.
- D. Structured activity may also include group interactions, such as community or house meetings. House 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, vendor **shall** have on file at each facility for all Employees, Consultants, Sub-contractor employees, Vendors, Volunteer Workers, etc.
 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 vendor, including, but not limited to:
 1. Compliance with Arkansas Code Annotated § 21-15-101 et seq.

- a. Should a prospective employee be found to have been convicted of a crime listed in the cited act, that prospective employee **must** be prohibited from providing services or being present at the facility.
2. A check of the Child and Adult Abuse Central Registries for the name of the prospective employee who will work at the facility.
 - a. Should a prospective employee appear on either registry, vendor **shall not** employ that person in any capacity at the facility.
3. A drug screening w/ 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.
5. All such background screening results information, including the name of the prospective employee and his or her social security number, **shall** be reported to DYS within five (5) working days of obtaining the information.

7.4 **TRAINING**

- A. Vendor **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 **shall** have final approval of the class content. This training **shall** include all of the following classes as applicable to the employee's position:
 1. Schedules
 - a. Daily activity
 - b. Staff scheduling
 - c. Meal scheduling
 - d. Education
 - e. Social Activity
 2. Procedures
 - a. Safety Procedures (ex. storm precautions, fire, hazardous materials storage)
 - b. Supervision of Juveniles (ex. AWOL recovery)
 - c. Security Procedures
 - d. PREA
 - e. Suicide Precautions
 - f. Use-of-force regulations and tactics
 - g. Report Writing
 - h. Rights and Responsibilities of Juveniles
 - i. Key Control
 - j. Interpersonal Relations
 - k. Social/Cultural Lifestyles of juvenile populations
 - l. Communication skills
 - m. First aid/cardiopulmonary resuscitation
 - n. Counseling Techniques
 - o. Cultural Diversity
 - p. Search (physical locations & personal (male, female, transgender)
 - q. Site Inspection
- B. Vendor **must** maintain documentation of all training in the employee's personnel file and provide to the DYS upon request.
- C. Vendor **must** 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**, vendor **must** 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 thirty (30) calendar days of hire date, employees **must** complete one-hundred twenty (120) hours of 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. Staff **must** 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 **shall** be provided to all teachers by DYS Education Staff.
- H. The vendor **shall** provide training to education staff annually on confidentiality of juvenile records and related information.
- I. DYS Education Staff **shall** provide training on confidentiality, due process and other subjects as deemed necessary by DYS.
- J. Vendor **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. Vendor **must** provide staff twenty-four (24) hours per day, seven (7) days per week in sufficient numbers to ensure continuous supervision of juveniles. This staff **must** be awake for all hours of shift.
- B. Vendor **must** 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 ten (1:10) at night. Direct care security staff **must** keep juveniles within line of sight.
- C. Vendor **must** maintain the staffing levels of the professional specialists that allows the vendor to provide unimpeded services to assigned juvenile population outlined in this RFP, including, but not limited to:
 - 1. Licensed Therapists
 - 2. Teachers
 - 3. Dieticians
 - 4. Medical, mental health and dental staff
- D. Vendor **must** ensure that the staffing levels at the facility do not fall below levels for the ACA staffing categories:

1. All Offender Supervision Staff (daily direct care)	95%
2. Professional Specialists	90%
3. Support Staff	75%
4. Administrative & Management Personnel	85%
5. Clerical/Support	75%
- E. Vendor **must** maintain a full staff by filling any vacancies within forty-five (45) calendar days of the position becoming vacant.
 - 1. All vacancies **must** be documented and the DYS Assistant Director of Residential Operations or designee notified by no later than the 15th of each month.

7.6 **ESSENTIAL PERSONNEL**

- A. 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. Vendor **shall** designate essential personnel position classifications.
- C. Vendor **shall** develop and administer a policy that specifies conditions of employment.
- D. Vendor **shall** have in place a policy which at a minimum sets forth the requirements that essential personnel **must**:
 - 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.
- E. Vendor **shall** ensure persons interviewed for positions classified as essential sign an agreement that they understand and agree to these conditions of employment.

7.7 **KEY PERSONNEL SERVICES**

The vendor **shall** submit to the DYS Assistant Director of Residential Operations or designee, a job description detailing all job duties and roles associated with each key position and/or service. The following positions and/or services **shall** be considered as Key Personnel and **shall** be employed as role specific service providers at the AJATC facility and **shall** be subject to DYS approval.

- A. Facility Administrator
- B. Assistant Facility Administrator
- C. Licensed Therapist
- D. Other Mental Health Staff (i.e. counselors, administrative and clinical employees, etc.)
- E. Case Managers
- F. Security Manager
- G. Food Service Manager
- H. Certified Principal
- I. Teachers
- J. Certified Guidance Counselor

7.8 **FACILITY ADMINISTRATOR**

- A. The Facility Administrator **shall** become knowledgeable of DYS's activities and ~~who~~ **shall** act as the primary liaison between vendor and DYS.
- B. DYS **shall** have the right to interview and approve the Facility Administrator selected by the vendor to operate the facility.
- C. Vendor's Facility Administrator **shall** have primary responsibility for directing vendor's onsite operational activities, and **shall** be vested with all necessary authority to fulfill that responsibility.

7.9 FACILITY PREA COORDINATOR

The vendor **shall** designate a Facility PREA Coordinator. The Facility PREA Coordinator **shall** be responsible for:

- A. Serving as the liaison between the DYS PREA Coordinator and the State facility
- B. Ensuring that PREA related incident reports are forwarded to the DYS PREA Coordinator within twenty-four (24) hours.
- C. Ensuring that all incident related documentation is tracked, compiled, and forwarded to the DYS PREA Coordinator.
- D. Tracking onsite investigation activities and providing updates regarding the status of open cases and implementation of a corrective action plan to the DYS PREA Coordinator.
- E. Ensuring any medical and/or mental health needs of the alleged offender or victim are met.
- F. Following other applicable DYS policies and procedures, such as the DYS PREA Policy.

7.10 EDUCATION PERSONNEL

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

7.11 EDUCATION STAFF

- A. The vendor **shall** have highly qualified and State of Arkansas Certified Teaching Staff in the assigned discipline.
- B. Each teacher **shall** have an official transcript from an accredited collegiate education program during each teaching day and/or documentation to support the requirements of the Arkansas High Objective Uniform State Standard of Evaluation (ARHOUSSE) and as outlined by the ADE.
- C. The vendor **shall** have a minimum of one (1) Certified Guidance Counselor on staff.
- D. The vendor **shall** have a Certified Principal on staff.

7.12 TEACHER REQUIREMENTS

- A. The duties of teachers **shall** be as follows:
 - 1. Plan, coordinate, direct, and participate in basic education, special education, and post, secondary, and continuing education program activities for students in grades ranging from grade level one (1) to post-G.E.D.
 - 2. Design and maintain a log, approved by DYS, of lesson plans to meet individual needs of juveniles that include these elements:
 - a. Objectives
 - b. Frameworks addressed
 - c. Guided instruction
 - d. Independent practice

- e. Assessment or homework
- 3. Create a classroom environment that is conducive to active and interactive learning, appropriate to the maturity and abilities of the students.
- 4. Encourage students to set and maintain standards of classroom behavior.
- 5. Employ a variety of instructional techniques and instructional media, consistent with the physical limitations of the classroom and the needs and capabilities of the juvenile.
- 6. Maintain a file of all graded work on each student for the current term.
- 7. Obtain the required number of professional development hours per year as mandated by ADE.

7.13 SUBSTITUTE TEACHER REQUIREMENTS

- A. Substitute teacher(s) assigned to the same class for more than thirty (30) consecutive school days **must** 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 vendor **must** notify the DYS Director of Education within twenty-four (24) hours.
- C. Vendors **must** 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.

7.14 TREATMENT STAFF

- A. Vendor's mental health staff **shall** provide treatment planning, treatment services, treatment review, family and individual treatment needs as outlined in the ITP documented updates, and all other appropriately necessary clinical services for juveniles
- B. Staff **must** address the juvenile's needs through crisis intervention services and other therapeutic approaches.

7.15 VOLUNTEERS

- A. Outreach organizations (e.g. non-profit organizations, churches) which offer support services to the juveniles **must** have an annual letter of recommendation sent to DYS Clinical Director for approval from the facility administrator.
- B. Requests for outreach interaction **must** be made by the vendor to DYS prior to any interaction with the juveniles.
- C. All members of the outreach organization that will have contact with the juveniles **must** meet the same security checks as a perspective employee.
- D. All outreach organizations **shall** be given the same referral consideration.

SECTION 8 – COMPENSATION

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

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

8.1 BED RATE COMPENSATION

- A. Vendor **shall** use the Ritetrack to submit an invoice for services provided.
- B. The invoices **shall** be based on the daily census count.
- C. Vendor **shall** submit invoices on or before the tenth (10th) day of the month following the services included in the invoice.
- D. Chemical/Substance abuse treatment costs **must** be listed on the specified line on the Official Price Sheet.
- E. Sex offender treatment costs **must** be listed on the specified line on the Official Price Sheet.
- F. Medical services costs **must** be listed on the specified lines on the Official Price Sheet.

8.2 EMERGENCY MEDICAL INVOICES

- A. The vendor **shall** obtain all supporting documentation for emergency medical services rendered which **shall** accompany respective invoices submitted for reimbursement.
- B. The vendor **shall** submit the following to DYS Accounts Payable, via Ritetrack on or before the tenth (10th) day of the month following the month in which emergency services were paid by the vendor.
 - 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 vendor's cleared check proving payment of the expense.

8.3 **EDUCATION COMPENSATION**

- A. Vendor **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. DYS **will** make the quarterly payments using funds received from the Arkansas Department of Education (ADE) Serious Offender Program funding and/or other available State funds.
- C. Education Quarterly Compensation **shall** include:
 - 1. General Education Cost
 - 2. Education Staff Cost
 - 3. Vocational Programs Cost

8.4 **TITLE 1 INVOICES**

- A. Vendor will receive payment for Title I, Part D associated expenditures.
- B. The annual allotment **shall** be derived by Arkansas Department of Education (ADE).
- C. The distribution **shall** be based on the previous year's October 1 census.
- D. The vendor **must** complete an ADE application along with a budget and submit to DYS Superintendent for approval.
- E. The vendor **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 **shall** 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.

SECTION 9 – CRITERIA FOR SELECTION

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

9.1 **TECHNICAL PROPOSAL SCORE**

- A. OSP will review *Technical Proposals Packets* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. 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 ten (10) 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	90	5	35
E.2 FACILITY USAGE,	20	20	140
E.3 SAFETY AND SECURITY	140	30	210
E.4 EDUCATION	60	15	105
E.5 THERAPY AND TREATMENT	60	20	140
E.6 STAFFING	50	10	70
Totals	390	100.0%	700

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

- D. The vendor'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. Vendor's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Technical Proposals that **do not** receive a minimum weighted score of 350 **shall not** move forward in the solicitation process and pricing **shall** remain sealed and **shall not** be scored.

9.2 **COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points for Table 1 and for Table 2 will be given to the vendor(s) with the lowest three year grand total as shown in Table 1 and lowest three year grand total as shown in Table 2 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 vendors for each table 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 vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost (Table 1)	150
Cost (Table 2)	150
Maximum Possible Grand Total Score	1,000

9.4 **VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* **shall** signify the vendor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

SECTION 10 – GENERAL CONTRACTUAL REQUIREMENTS

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

10.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:

AR Department of Human Services
Division of Youth Services
Attention: Accounts Payable
P.O. Box 1437, Slot S502
Little Rock, AR 72203-1437

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>

10.2 GENERAL INFORMATION

- A. The State **shall not** 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 vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not enter a** contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.
 - The right to expenses of deinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

- The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

H. The laws of the State of Arkansas **shall** govern this contract.

I. A contract **shall not** be effective prior to award being made by a State Procurement Official.

J. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when:

- The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and
- The contract has required the State to carry insurance for such risk.

10.3 **CONDITIONS OF CONTRACT**

A. The vendor **shall** at all times 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 this contract which in any manner affect the completion of the work.

B. The vendor **shall** 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 vendor.

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 vendor-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 vendor **shall** retain total liability for equipment, software and technical and business or operations literature. At no time will the State be responsible for or accept liability for any vendor-owned items.

B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall** 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 vendor; 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. Neither the vendor nor the State **shall** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall** 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 vendor; 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. Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

10.5 **RECORD RETENTION**

A. The vendor **shall** 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, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.

- B. Financial and accounting records **shall** be made 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 vendor **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 **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OSP **shall** have the right to approve or deny the request.

10.7 **CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** 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 the contract.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

10.8 **CONTRACT INTERPRETATION**

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the decision of the State **shall** be final and controlling.

10.9 **CANCELLATION**

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for services and goods received and accepted up to cancellation of the contract.

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 vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** 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 contract entered into 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 disqualified. The person signing the bid should show 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. Vendor **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 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 vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors 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 vendor 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 vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor'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 vendor'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 vendor's expense. After reasonable examination, all demonstrators will be returned at vendor'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 vendor.

10. AMENDMENTS

Vendor'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 vendor. 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 vendor.

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 vendor 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 vendor.

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 vendors 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. Vendor **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. OTHER REMEDIES

In addition to the remedies outlined herein, the contractor and the State **shall** have the right to pursue any other remedy permitted by law or in equity.

23. CANCELLATION

In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

24. DISCRIMINATION

In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **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 vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.

25. CONTINGENT FEE

The vendor 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 vendor for the purpose of securing business.

26. ANTITRUST ASSIGNMENT

As part of the consideration for entering into any contract pursuant to this solicitation, the vendor 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.

27. 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.