



State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300  
Little Rock, Arkansas 72201-4222

## REQUEST FOR PROPOSAL

RFP Number: <b>SP-15-0053</b>	Buyer: Jaime Motley
Commodity: <b>Residential Facility Management Services</b> Agency: AR Department of Human Services	Proposal Opening Date: <b>March 6, 2015</b>
Date Issued: <b>February 3, 2015</b>	Proposal Opening Time: <b>1:00 PM Central Time</b>

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF RFP OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

**Vendors are responsible for delivery of their proposal documents to the Office of State Procurement prior to the scheduled time for opening of the particular RFP. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the OSP office street address prior to the scheduled time for RFP opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.**

<b>MAILING ADDRESS:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222  <b>TELEPHONE NUMBER:</b> 501-324-9316	<b>RFP OPENING LOCATION:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: \_\_\_\_\_

Name (type or print): \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED**

Business Designation (check one):	Individual [ <input type="checkbox"/> ]	Sole Proprietorship [ <input type="checkbox"/> ]	Public Service Corp [ <input type="checkbox"/> ]
	Partnership [ <input type="checkbox"/> ]	Corporation [ <input type="checkbox"/> ]	Government/ Nonprofit [ <input type="checkbox"/> ]

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GENERAL DESCRIPTION:	DYS Residential Facilities Management Services
TYPE OF CONTRACT:	Term
BUYER:	Jaime Motley
AGENCY P.R. NUMBER	1000695718

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

African American\_\_\_\_  
Asian American\_\_\_\_

Hispanic American\_\_\_\_  
Pacific Islander American\_\_\_\_

American Indian\_\_\_\_  
Service Disabled Veteran\_\_\_\_

Arkansas Minority Certification Number\_\_\_\_\_

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but 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. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.
3. **EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>
4. **ALTERATION OF ORIGINAL RFP DOCUMENTS:** The original written or electronic language of the RFP documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to **non-mandatory** terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Successful vendor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.
5. **REQUIREMENT OF AMENDMENT:** THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFP prior to submission. There will be no addendums to a RFP 72 hours prior to the RFP opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
6. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the RFP solicitation documents. Proposals received at the Office of State Procurement after the date and time designated for proposal opening are considered late and shall not be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which RFP the submission is intended.

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- 7. ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response **that conflict with mandatory terms and conditions required by law**. In signing and submitting his proposal, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a bid.
- 8. ANTICIPATION TO AWARD:** After complete evaluation of the proposal, the anticipated award will be posted on the OSP website ([http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php)). The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The RFP results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.
- The Office of State Procurement reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).
- 9. PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of offeror paragraph (b) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
- 10. VISA ACCEPTANCE:** Awarded successful vendors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
- 11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this RFP.
- 12. CURRENCY:** All proposal pricing must be United States dollars and cents.
- 13. LANGUAGE:** Proposals will only be accepted in the English language.

**SECTION 1 - GENERAL INFORMATION**

**1.1 INTRODUCTION AND 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 and correctional facilities services for the Division of Youth Services (DYS).

The Division of Youth Services (DYS) is the “single entity within the Department of Human Services with primary responsibility for coordinating, sponsoring, and providing services to Arkansas’ juvenile and to create a structure within state government that will be responsive to their needs.”

In order to meet its mission, DHS is in control of several residential facilities for juvenile committed through the juvenile justice system. These facilities include:

Facility Name	Address	Number of beds
Colt Juvenile Treatment Center	1388 SFC 118, Colt, AR 72326-0069	28
Dermott Correctional Facility**	878 East Gaines Street, Dermott, AR 71638	42
Dermott Juvenile Treatment Center	878 East Gaines Street, Dermott, AR 71638	32
Harrisburg Juvenile Treatment Center	1800 Pine Grove Lane, Harrisburg, AR 72432	38
Lewisville Juvenile Treatment Center	750 Lafayette Rd. #16, Lewisville, AR 71845	32
Mansfield Juvenile Treatment Center Boys	36 Johnny Cake Point Rd, Mansfield, AR 72944	30
Mansfield Juvenile Treatment Center Girls	36 Johnny Cake Point Rd, Mansfield, AR 72944	18

\*\*commonly referred to as “Dermott 18 to 21” will only house juveniles 18 to 21 years of age.

All facilities offer treatment and rehabilitation to juvenile assigned to the facility. The vendor(s) **must** be experienced in the treatment and rehabilitation of juvenile offenders. Programs **must** emphasize rehabilitation, education and treatment of juvenile. Vendors must accept all juveniles assigned to their facilities.

**1.2 ISSUING AGENCY**

This Request for Proposals, (RFP) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Human Services (DHS) Division of Youth Services (DYS). The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFP related matters should be made through the State’s buyer, Jaime Motley at [Jaime.motley@dfa.arkansas.gov](mailto:Jaime.motley@dfa.arkansas.gov) or phone: 501-371-6065.

**1.3 ADDITIONAL INFORMATION**

**All interested bidders/brokers must request a copy of a pertinent data to be used for preparing a bid.** The information provided is confidential and **must** be used for bidding purposes only. Duplications of this information **must not** be created. This information **must** be returned with the technical proposal submission or prior to the bid opening date and time.

To obtain a copy of this information, a request **must** be made in writing to Jaime Motley at the State Procurement Office. A request may be made by email or fax. Upon receipt of the request, the vendor will be notified by email that a copy is available. Vendors wishing shipment **must** provide a pre-paid UPS or Fed Ex account number to cover costs for these deliveries and sign a confirmation of receipt. Confirmation of receipt **must** be emailed or faxed back to the buyer prior to the bid opening.

Vendors may also request to pick up the information in person at the AR Procurement Office. Vendors wishing to do this **must** coordinate a time with the buyer for pick up and sign a confirmation of receipt.

To request the package:

**By email:** [Jaime.Motley@dfa.arkansas.gov](mailto:Jaime.Motley@dfa.arkansas.gov)

**By fax:** 501-324-9311 Attn: Jaime Motley

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**1.4 CAUTION TO BIDDERS**

1. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor(s). Specifically, the person(s) named herein will initiate all contact.
2. Vendor(s) **must** submit 1 (one) signed original technical proposal on or before the date specified on page one of this RFP.
3. Vendor(s) **must** also submit 1 (one) original "Official Proposal Price Sheet." **Do not include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the electronic copy. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing information.**
4. The vendor(s) should submit three (3) complete copies (marked copy) of the RFP technical proposal response, and one (1) electronic version of the technical proposal response, preferably in MS Word or PDF format, on CD or flash drive.
5. The vendor(s) should submit one (1) electronic version of the "Official Proposal Price Sheet." **Do not include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the electronic copy. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing.**
6. Failure to submit the required number of copies with the proposal may be cause for rejection.
7. Failure to return the additional information with the technical proposal or prior to the bid opening date may be cause for rejection.
8. If the Office of State Procurement requests additional copies of the proposal, they **must** be delivered within twenty-four (24) hours of request.
9. For a proposal to be considered, an official authorized to bind the vendor(s) to a resultant contract **must** have signed the proposal.
10. All official documents and correspondence **shall** be included as part of the resultant contract.
11. The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals **will** be rejected for one or more reasons not limited to the following:
  - A. Failure of the vendor(s) to submit his proposal(s) on or before the deadline established by the issuing office.
  - B. Failure of the vendor(s) to respond to a requirement for oral/written clarification, presentation, or demonstration.
  - C. Failure to sign an Official RFP Document.
  - D. **Failure to complete the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal.**
  - E. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
  - F. Failure of any proposed service to meet or exceed the specifications.

**1.5 RFP FORMAT**

Any statement in this document that contains the word "**must**" or "**shall**" or "**will**" means that compliance with the intent of the statement is mandatory, and failure by the bidder(s) to satisfy that intent **will** cause the proposal to be rejected. **It is recommended that bidder(s) respond to each item or paragraph of the RFP in sequence.** Items not needing a specific vendor(s) statement may be responded to by concurrence or acknowledgement; no response **will** be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor(s) **must** identify the specific page and paragraph being referenced.

**1.6 TYPE OF CONTRACT**

The contract **will** be a one (1) year term contract from the date of award, subject to review and approval by the Arkansas Legislative Council. Upon mutual agreement by the successful bidder, DYS and OSP, the contract may be renewed on a year-to-year basis, for up to six (6) additional one (1) year terms or a portion thereof, subject to review and approval by the ALC. In no event **shall** the total contract term be more than seven (7) years.

## **1.7 PAYMENT AND INVOICE PROVISIONS**

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

Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any services. Payment **will** be made only after the successful bidder has successfully satisfied the DHS/Division of Youth Services as to the reliability and effectiveness of the service as a whole. Vendors should invoice DHS/DYS by an itemized list of charges. Purchase Order Number and Contract Number should be referenced on each invoice.

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. It also provides the automated framework for billing and service delivery documentation in addition to incident reporting. The successful bidder **shall** ensure that the correct data is entered into RiteTrack (or any successor system). Failure to do so **will** result in delayed payments for the costs associated with DHS's correction of the errors.

Selected vendor(s) **must** be registered to receive payment and future RFP notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

## **1.8 RECORD RETENTION**

The successful bidder **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and specified by the State of Arkansas Law. Access **will** be granted upon request to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years (or six (6) years, for protected healthcare information) from expiration date and final payment on the contract or extension thereof.

## **1.9 PROPRIETARY INFORMATION**

Proprietary information submitted in response to this RFP **will** be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFP become the property of the State and **shall** be open to public inspection subsequent to proposal opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy **must** be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy **will** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire proposal **will** be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

#### **1.10 CLARIFICATION OF RFP AND QUESTIONS**

If additional information is necessary to enable bidder(s) to better interpret the information contained in the RFP, written questions **will** be accepted until the close of business, February 10, 2015. Submit questions to Jaime Motley at [Jaime.Motley@dfa.arkansas.gov](mailto:Jaime.Motley@dfa.arkansas.gov). Bidder(s) questions submitted in writing **will** be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted to the OSP website by the close of business, February 17, 2015. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at bidder(s) risk.

#### **1.11 RESERVATION**

This RFP does not commit the State Procurement Official to award a contract(s), to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

#### **1.12 PRIME CONTRACTOR RESPONSIBILITY**

Single and joint vendor proposals (one vendor **must** be identified as prime contractor) and multiple proposals by vendors are acceptable. The selected bidder **shall** be required to assume prime contractor responsibility for the contract and **shall** be the sole point of contact with regard to all services and support. If any part of the work **must** be subcontracted, written consent **must** be received by the vendor from the DYS Assistant Director for Residential Operations or designee prior to the effective date of any subcontract. DYS **shall** reserve the right to replace any subcontractor that is deemed not satisfactory by DYS.

The contractor **shall** give OSP and the DYS Assistant Director for Residential Operations immediate notice, in writing, by certified mail of any action which, in the opinion of the successful vendor, may result in litigation related in any way to the contract or the State.

All fees and charges related to the subcontracting **must** be paid in full by the successful bidder and **shall not be** passed on to DYS. DYS **shall not** be billed separately by any subcontractor. All personnel costs, vendor employee or subcontracted employee(s) **will** be paid from the midnight census bed rate which is solely dependent upon the daily census of juveniles at each facility.

#### **1.13 CONTRACT INFORMATION**

1. The State of Arkansas may not contract with another party:
  - A. Upon default, to pay all sums to become due under a contract.
  - B. To pay damages, legal expenses or other costs and expenses of any party.
  - C. To continue a contract once the equipment has been repossessed.
  - D. To conduct litigation in a place other than Pulaski County, Arkansas
  - E. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
  - A. Remove any language from its contract which grants to it any remedies other than:
    - I. The right to possession.
    - II. The right to accrued payments.
    - III. The right to expenses of repair to return equipment to normal working order, normal wear and tear excluded.
  - B. Include in its contract that the laws of the State of Arkansas govern the contract.
  - C. Acknowledge that contracts become effective when awarded by the State Procurement Official.

#### **1.14 DEFINITION OF TERMS**

The State Procurement Official has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point of item in question as indicated in "CLARIFICATION OF RFP AND QUESTIONS" section 1.10. The words "bidder" and "vendor" are used as synonyms in this document.



### **1.15 CONDITIONS OF CONTRACT**

The successful vendor(s) **shall** at all times observe and comply with federal and State 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. The successful bidder(s) **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 successful vendor of the successful bidder.

The resulting contract **must** comply with all statutes, regulations, codes, ordinances, licensure, or certification requirements applicable to the successful bidder or to the successful bidder's agents and employees, and to the subject matter of the resulting contract. Failure to comply **shall** be deemed unacceptable performance and may result in contract cancelation.

### **1.16 STATEMENT OF LIABILITY**

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 **must** 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.

The successful bidder's liability for damages to the State **shall** be limited to the value of the Contract or \$10,000,000, 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 successful 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 Contractor 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 successful 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.

Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The successful bidder 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.

Except as otherwise required by law, the successful bidder agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of a resulting contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the successful bidder's performance or lack of performance.

### **1.17 AWARD RESPONSIBILITY**

The State Procurement Official **will** be responsible for award and administration of any resulting contract(s).

### **1.18 PUBLICITY**

News release(s) by a vendor(s) pertaining to this RFP or any portion of the project **shall not** be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor(s) proposal. The State Procurement Official **will** not initiate any publicity relating to this procurement action before the contract award is complete.



**1.19 INDEPENDENT PRICE DETERMINATION**

By submission of this proposal, the bidder(s) 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, and that no prior information concerning these prices has been received from, or given to, a competitive company. If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all bidder(s) shall understand that this paragraph may be used as a basis for litigation.

**1.20 COST**

All charges **must** be included on the Official Proposal Price Sheet and **shall** be included in the costing evaluation. To allow time to evaluate proposals prices **must** be valid for ninety (90) days following RFP opening. **Bidder(s) must include ALL pricing information on the Official Price Proposal Sheet ONLY and must clearly mark said page(s) as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the technical proposal.**

**NOTE:**

- 1) The State **will not** be obligated to pay any costs not identified on the Official Proposal Price Sheet.
- 2) Any cost not identified by the successful bidder but subsequently incurred in order to achieve successful operation will be borne by the bidder.
- 3) Official Proposal Price Sheets may be reproduced as needed.

**1.21 CONFIDENTIALITY**

The vendor **shall** be bound to confidentiality of any information of which its employees or subcontractors may become aware during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

**1.22 AWARD CRITERIA**

Award will be made per facility based on the total of technical proposal score added to the low cost scores of Table 1 and Table 2 on the official price sheets. The successful bidder for each facility will be the one with the highest Grand Total Score for that facility per above.

**1.23 NEGOTIATIONS**

As provided in this request for proposal and under regulations, discussions may be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

**1.24 CANCELLATION**

In the event the State no longer needs the service or commodity specified in the contract 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 contractor written notice of such cancellation 30 days prior to the date of cancellation.

**1.25 SCHEDULE OF EVENTS**

<b><u>Event</u></b>	<b><u>Dates</u></b>
Written Vendor Questions Due	February 10, 2015
Answers to Vendor Questions Posted*	February 17, 2015
Anticipation to Award Posted*	April 10, 2015
Legislative Review*	June 3, 2015
Contract Start Date*	July 1, 2015

\*Anticipated Dates

#### **1.26 PRICE ESCALATION**

Requests for standard contract price changes may be made at the time of renewal provided the price increase is necessary and based on an increase in the price of cost of service and/or payroll. OSP's due diligence regarding price change requests is to consider the reasonableness of the request and document consideration on behalf of State agencies. Increases **will not** be considered to increase profit or margins.

Vendor may be required to provide a list of the number of employees and salaries to support any payroll price adjustment. Vendor may also be required to show proof of the increase in the cost of services. In either instance vendor **must** provide the requested information.

#### **1.27 FORCE MAJEURE**

The successful bidder **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 successful bidder as determined by DYS. Such causes may include, but are not restricted 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 successful bidder as determined by DYS.

#### **1.28 CONTRACT COMPLIANCE**

1. The successful bidder **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 when notified by oversight entities of compliance deficiencies.
2. Should a corrective action plan be submitted, the successful bidder **shall** ensure that all corrective actions presented in the plan are fully implemented within the specified timeframes.
3. If corrective action to address deficiencies is delayed, payment may, at the sole discretion of DYS, be delayed or reduced pending submission and implementation of the corrective action plan.
4. Acceptable performance under a resulting contract **shall** be determined solely at the discretion of DYS. If unacceptable performance is determined DYS:
  - A. Shall submit a Vendor Performance Report (VPR) to the Office of State Procurement.
  - B. May pursue any other remedy available under the law, including without limitation cancellation of this contract.
5. Any resulting contract and payments to the successful bidder **will** be subject to the provisions of DHS Policy 1088, DHS Participant Exclusion Rule.

#### **1.29 PERFORMANCE BASED CONTRACTING**

Pursuant to Arkansas Code Annotated § 19-11-1010 et. seq., the successful vendor **shall** comply with performance based standards. The successful bidder **shall** comply with performance based standards as described in the specifications for all services outlined in this RFP.

During the term of a resulting contract, the division/office will complete sufficient performance evaluation(s) to determine if the successful bidder's performance is acceptable.

**1.30 PERFORMANCE INDICATORS AND DYS MONITORING**

Successful bidder **must** operate the facility in compliance with all local, state and federal laws and regulations and ACA Standards as well as DYS policies and procedures or directives.

1. DYS **will** conduct scheduled, unannounced, or random internal audits to monitor the following, but not limited to:
  - A. Building and Facility
  - B. Billing properly
  - C. Medical Treatment
  - D. Treatment Services
  - E. Education
  - F. Incidents
  - G. Reporting
  - H. Track the reduction of Recidivism on an annual basis
2. In addition to these internal reviews, successful bidder **must** cooperate fully with DYS and all Arkansas State agencies authorized by law to conduct independent inspections at facility.
3. DYS will monitor files by random samples of juvenile records for appropriate documentation of services; and to correct any deficiencies identified.
4. DYS will follow up on corrective action plans reported to the DYS Programs and Compliance Section. Upon DYS review and approval the successful bidder **must** ensure that all corrective actions presented in the plan are fully implemented within the specified timeframes.
5. Failure to complete DYS approved corrective action in the specified time frame may result in delayed/reduced payments or contract cancelation. These actions **will** be at the sole discretion of DYS.

## SECTION 2 – SPECIFIC REQUIREMENTS AND QUALIFICATIONS

### 2.1 **BACKGROUND**

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, 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 philosophy of care. The residential services covered by this contract are part of a larger continuum of services which include prevention services, community-based treatment, transition services, and reentry and aftercare supervision.

The service providers within this system include multiple contractors with the Division of Youth Services, 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. The successful vendor **must** work with other stakeholders within that system to meet the needs of each juvenile in its care.

### 2.2 **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 the standards by which the successful bidder **must** adhere.

DHS **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.

1. Arkansas Consolidated Acts: <http://www.lexisnexis.com/hottopics/arcodes/Default.asp>
2. American Correctional Association: [www.aca.org](http://www.aca.org)
3. Arkansas Department of Education: <http://www.arkansased.org/>
4. Arkansas Division of Youth Services: <http://humanservices.arkansas.gov/dys/Pages/default.aspx>
5. Arkansas DHS Policy: <https://ardhs.sharepointsite.net/DHS%20Policies/Forms/AllItems.aspx>
6. Arkansas DYS Policy: <https://ardhs.sharepointsite.net/DHSPolicy/DYS%20Policy/Forms/AllItems.aspx>
7. PREA Resource Center: <http://www.prearesourcecenter.org/>
8. IDEA of 2007: <http://idea.ed.gov/explore/home>

### 2.3 **VENDOR QUALIFICATIONS**

1. 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.
2. The vendor **must** have been in direct administrative operations dealing with juvenile justice and juvenile rehabilitation as called for in the RFP for a minimum of five (5) years.
  - A. This operation in juvenile justice and juvenile rehabilitation **must** be as a residential treatment and or correctional facility.
3. The vendor **must** show proof of training, accreditation, certifications, etc., of their staff regarding the following regulations and compliance requirements:
  - A. Arkansas State law
  - B. Federal law
  - C. American Correctional Associations (ACA)
  - D. Arkansas Department of Education (ADE)
  - E. Health Insurance Portability and Accountability Act of 1996 (HIPPA)
  - F. Family Education Rights and Privacy Act (FERPA), § 504
  - G. Individuals with Disabilities Education Act (IDEA)

H. The Prison Rape Elimination Act (PREA)

4. The vendor **must not** have received twelve (12) or more written Corrective Action Plans (CAPs) from a state agency contract (including those outside the State of Arkansas), during a twelve (12) month performance period for the previous five (5) years.
  - A. A Corrective Action Plan (CAP) should be considered as any document which identifies a problem with the vendor and the manner in which the vendor will address/correct said problem.
5. The vendor **must not** have received a contract termination due to non-performance in the State of Arkansas or any other State within the past five (5) years.
6. 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.
7. The vendor **must** be authorized to conduct business, as specified by this RFP, in the State of Arkansas.

## **2.4 INFORMATION TECHNOLOGY ENVIRONMENT**

The successful bidder **shall** connect to DHS using the provided DHS Network or an Internet Service Provider (ISP) and Microsoft Internet Explorer. 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. DYS will provide initial and annual training on the use of RiteTrack and any future electronic management systems. Rite Track also provides the automated framework for billing and service delivery documentation and for incident reporting. Secure connectivity to the data base is provided through the Internet.

Successful bidder **shall** implement and maintain the database as prescribed by DYS in accordance with all official policy, guidance and administrative directives. Successful bidder **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. Successful bidder **shall** use the database for all service billing of DYS juveniles.

Successful bidder **must** input, update, and maintain information in the Division's Information System database. The successful bidder **must**:

1. Ensure RiteTrack access is terminated immediately for those employees who leave the successful bidder's employment;
2. Notify DYS IT Systems Unit Manager or designee no more than twenty-four (24) hours after termination of an employee;
3. Notify DYS IT Systems Unit Manager or designee within seven (7) days of a new hire so that DYS IT Staff can provide information regarding RiteTrack training for new employees;
4. 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;
5. Conform to DYS Operational Standards requirements in form, content, and entry/storage/retrieval of automated systems;
6. Incorporate into its records management system any new systems developed by DYS and the Courts;
7. Utilize the designated DYS juvenile tracking and information system to track all juveniles within the facility;
8. Document and enter juvenile case services and treatment progress data/information in the designated DYS information system in a manner and timeframe that is consistent with DYS policy and procedure and/or written requirements.

## **2.5 DYS COMPUTER EQUIPMENT ISSUED TO SUCCESSFUL BIDDER**

All DYS computers and peripherals issued to successful bidder **shall** be accounted for and maintained in compliance with DHS and DYS administrative directives, policies and procedures. Said equipment will be issued by DYS **ONLY** for access to resources on the DHS network. All information on these devices **shall** be the property of DYS. All requests for purchase of computer equipment **must** go through the DYS Systems Unit for approval with DHS Office of Systems Technology.

1. The loss of, or damage to, any equipment **will** be investigated by the DYS Internal Affairs Unit. Findings and recommendations **will** be provided to the Assistant Director of Residential Operations as to replacement disposition.
2. The only authorized way to dispose of DYS property **shall** be to return the property to the DYS Systems Unit.
3. Notification of broken equipment **shall** be the responsibility of the successful bidder and they **shall** contact the DYS Systems Unit for removal.
4. Any equipment issued **must** be surrendered to DYS upon demand.
5. Personal computers and peripherals provided by DYS **will** be loaded only with software authorized by DHS/DYS, and **will** be loaded by DHS authorized technical personnel only.
6. Any information stored on the personal computers or other electronic storage devices **will** be backed up on the DHS network. If there is any loss of the personal computer or electronic storage device, the backup **will** 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. Backups **must** be maintained in accordance with the State and DHS policies, standards, and procedures.
7. If any equipment malfunctions, it **must** be reported directly to the DYS Systems Unit. Maintenance of any equipment **will** be performed by DHS authorized technical personnel only.

## **2.6 INSURANCE COVERAGE**

The successful bidder **shall** purchase (prior to award) and maintain insurance to protect successful bidder from all claims of the type set forth below that arise out of or result from successful bidder's operations, services, and/or performance under a resulting contract and from which successful bidder may be liable, whether such operations, services, and/or performance are provided by the successful bidder or by any of the successful bidder's agents, consultants, suppliers, or subcontractor or by anyone directly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under worker's or workmen's compensation, disability benefit, or similar employee benefit acts. Successful bidder **shall** maintain worker's compensation insurance at the statutory limits complying with state and federal requirements.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of successful bidder's employees, or of any other person. Successful bidder **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
3. Claims for damages insured by customary personal injury and advertising injury liability coverage. Successful bidder **shall** maintain commercial general liability insurance included as minimum coverage for:
  - A. Advertising injury
  - B. Premises – operations liability
  - C. Products and completed operations liability
  - D. Blanket contractual, with endorsement as required to cover a resulting contract and all successful bidder services
  - E. Property damage liability insurance with explosion, collapse, and underground hazards coverage as applicable
  - F. The limits of liability **shall not** be less than:
    - I. \$1,000,000 each for occurrence as respects bodily injury liability or property damage

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liability, or both combined

- II. \$1,000,000 general aggregate
- III. \$1,000,000 products/completed operations aggregate
- IV. \$1,000,000 personal and advertising injury

**\*\*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 successful bidder’s commercial general liability policy

- 4. 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.
  - A. All owned, hired, and non-owned vehicles including the loading or unloading thereof **shall** be included in successful bidder’s automobile liability insurance.
  - B. The term “caused by accident” if used in bodily injury coverage **shall** be replaced by the term “occurrence”.
  - C. 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
- 5. Successful bidder’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
  - A. The limits of liability **shall not** be less than \$5,000,000 for each Occurrence; \$5,000,000 aggregate

If any of the foregoing insurance coverage is required to remain in force after termination, then successful bidder **shall** deliver to DYS, at termination, any additional certificates evidencing continuation of such coverage. For successful bidder’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. Successful bidder’s insurance **shall** be primary coverage. The amount of the insurance company’s liability under the policy **shall not** be reduced by the existence of such other insurance. Successful bidder **shall** pay or otherwise satisfy all deductible amounts for all claims.

A minimum of thirty (30) days prior to beginning performance under a resulting contract, successful bidder **must** furnish to OSP and 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 OSP and 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. Such certificate **shall** also specify the dates when such policies commence and expire. Such insurance coverage **shall** be maintained until all services to be provided hereunder by the successful bidder have been completed by successful bidder and accepted by DYS and successful bidder’s equipment, materials and supplies have been removed from DYS’ premises.

If the liability insurance is written on a “claims made” basis, successful bidder **shall** maintain the coverage for a minimum period of five (5) years after the completion of the services. Successful bidder **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.

If successful bidder 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 successful bidder, or to acquire the insurance itself and charge successful bidder.

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. Successful bidder **must** verify and ensure that all of the successful bidder’s agents, consultants, suppliers, and subcontractor(s) are insured against claims arising out of or relating to their performance related to a resulting contract.



### SECTION 3 – IMPLEMENTATION

#### 3.1 **AMERICAN CORRECTIONAL ASSOCIATION (ACA) STANDARDS**

The successful bidder **shall** assist DYS with securing and maintaining 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.

Any hindrance to accreditation on the part of the successful bidder may be grounds for termination of any resulting contract at the sole discretion of DYS

#### 3.2 **DERMOTT CORRECTIONAL FACILITY (18-21)**

Successful bidder **shall** ensure that all 18-21 year old juveniles in the program have no sustained interactive contact with any younger juveniles in the adjacent program. Successful bidder may achieve this separation by age through time phasing of common use non-residential areas.

Successful bidder **shall** maintain a log book, in the form and manner required by DYS, which documents any time phasing of shared areas with the younger Dermott program.

#### 3.3 **POLICY MANUAL**

The successful bidder **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 Standards. DYS **will** have final approval of this manual prior to implementation.

A copy of this manual **shall** be provided to the DYS Assistant Director of Residential Operations, or designee, within thirty (30) days after the award of contract and any updates/changes **must** be provided thirty (30) days prior to incorporation.

This manual **must** include grievance procedures. The successful bidder **shall** establish and implement a grievance procedure/process for juveniles that is in compliance with applicable ACA and State standards and guidelines. All juveniles **shall** have access to the grievance process.

Successful bidder's Policy and Procedures **shall** include, but not be limited to, the following:

1. Utilization of the designated DYS juvenile tracking and information system
2. Defined functions or job descriptions for all staff involved in the data collection, keying, or system support functions for the successful bidder
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. Procedures for gathering or obtaining the required data and information
6. Forms to be utilized in the data collection or record keeping process
7. Confidentiality of data and records, including adherence to all state and federal record storage, retention, and destruction requirements
8. Automated support of key data gathering and reporting functions
9. Training of staff involved with the data collection and reporting process
10. Any other automated support utilized to supplement the DYS juvenile tracking and information system
11. Daily verification and updating of DYS juvenile tracking and information system census data
12. 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;
13. Adherence to and compliance with DYS Incident Reporting Policy Number 7001.06.02.

### **3.4 RIGHTS OF JUVENILES**

The successful bidder **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.

In accordance with American Correctional Association (ACA) Standards for Juvenile Correctional Facilities (JCF) or Juvenile Treatment Facility (JTF) (dependent upon DYS's determination of the facility's nature), the successful bidder **shall** ensure that juveniles placed in the facility **shall**:

1. Be provided with a juvenile handbook that is approved by DYS(which is written in a manner understandable by juveniles, simply handing the youth a stack of policy sheets is not acceptable) with an instruction process for language and reading barriers, which explains such topics as, but not limited to, the facility's policies, the disciplinary procedures, and the grievance process;
2. Be granted access to counsel and the court when required,
3. Have access to unimpeded health care;
4. Be aware that no discrimination is allowed in the facility;
5. Have access to programs and services available at the facility;
6. Be protected from all forms of abuse or neglect (from Provider staff and from other juveniles);
7. Be provided bedding issue, daily hygiene products and facilities, and safe storage space for personal property (unless such items present a risk to an individual who is a suicide risk).

The successful bidder **shall** maintain documentation, in the form and manner required by DYS, (that **must** be produced upon request by any DYS staff) on site that verifies:

1. That all juveniles are given access to unimpeded health care;
2. That there is an established grievance process and evidence is provided that it is made available to and utilized by all juveniles;
3. That juveniles' records note the application of disciplinary procedures as outlined in the juvenile handbook and established by facility policy; and
4. That all juveniles have been allowed to make or receive phone calls, and that calls to caseworker, legal counsel or abuse hotlines are NOT monitored.

### **3.5 FEMALE POPULATION**

1. The successful bidder **shall** develop and implement 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 juveniles in the program. The successful bidder **shall** address gender-specific issues regarding health, safety, education, and life skills development.
2. The successful bidder **shall** provide gender-specific counseling that addresses the unique stressors and risks that females are faced with due to their gender; such as victimization, sexual health, medical issues and socioeconomic status.
3. All of the females 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. The juvenile's participation **shall** be documented weekly in their individual case file via sign in sheets.
4. All of the females in the program **shall** receive at least one (1) hour of group counseling per week that addresses gender-specific development and risk issues. The juvenile's participation **shall** be documented weekly in her treatment progress file via sign in sheets.

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

1. The successful bidder **shall** provide information about the juvenile's treatment to the appropriate DYS community-based provider for all juveniles designated by DYS for treatment placement and admitted to the contractor's program.
2. The successful bidder **shall** upon request from the community-based provider arrange for visits with the juvenile while in residence at the contractor's program. Documentation of any such visits shall be maintained by the contractor in the juvenile's individual case file for review by DYS.
3. The successful bidder **shall** provide written notification to the designated community-based provider of the anticipated transfer/discharge of a juvenile, assigned by DYS for placement and admitted to the successful bidder's program, along with a copy of the transfer/discharge plan at least thirty (30) calendar days prior to the transfer/discharge. A copy of the notification **shall** be maintained by the contractor in the juvenile's individual case file for review by DYS.
4. The successful bidder **shall** involve the community-based provider aftercare worker in planning each juvenile's aftercare plan and obtain the aftercare worker's signature and DYS approval on all aftercare plans.
5. The successful bidder and the community-based provider aftercare worker **shall** coordinate and insure that aftercare plans are submitted to the DYS Intake and Case Management Unit for approval.

### **3.7 AFTERCARE RECORDS**

1. The successful bidder **shall** actively engage in the development of individual juvenile aftercare plans and the exchange of information relative to the youth with the DYS designated aftercare provider. Aftercare plans consist of community re-entry programs/services to include, but not limited to school, family, and environmental needs.
2. The successful bidder **shall** provide a copy of all records and information necessary for development of the juvenile's aftercare plan to the designated aftercare provider at least (30) calendar days prior to discharge. Exceptions will be limited to those juvenile cases identified by DYS as requiring an alternate release time frame.
3. The successful bidder **shall** notify the aftercare worker of the established transfer date at least thirty (30) calendar days in advance of the discharge or, immediately, if there is any change in the transfer date.
4. The successful bidder **shall** actively participate in developing the aftercare plan in cooperation with the aftercare worker and DYS.
5. The successful bidder **shall** cooperate with the aftercare provider in scheduling conferences. The contractor **shall** sign aftercare plans to document the contractor's participation in aftercare conferences and knowledge of the plan(s).
6. The successful bidder and the community-based aftercare worker **shall** coordinate and insure that aftercare plans are submitted to the DYS Intake and Case Management Unit for approval.

### **3.8 DYS RESPONSIBILITIES**

DYS **will** retain management and delivery of the following Juvenile Services:

1. Assessment – DYS will provide detailed intake, commitment and complete diagnostic information in each juvenile's case file. DYS administrators and case management staff will be available, as needed, to meet with successful bidder's facility administrators, primary counselors, therapists and teachers for discussions to clarify any assessment and evaluation issues that arise.
2. Intake, evaluation scheduling, and case record initiation.
3. Risk assessment and needs screening.
4. Program recommendations and placement for juveniles.
5. Retention and maintenance of juvenile's records upon transfer, program placement or release from the facility.
6. Length of stay determination.
7. Length of stay extension.
8. Aftercare approval and overall release.

### **3.9 FACILITY TRANSFER AND INSPECTION**

Within ninety (90) days of following the start of any resulting contract the successful bidder and designated DYS personnel **will** complete a joint inventory of assets. As part of this joint review the successful bidder and such DYS personnel **will** inspect and document the condition of all identified assets. This inspection **will** 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 successful bidder's cost if they cannot be accounted for on any asset audit.

The ownership to all non-expendable assets **shall** be vested with DYS at the time of purchase or transfer to the successful bidder for program use.

The facility **shall** maintain a listing of all assets for the program site in the form and manner required by DYS. Facility personnel **shall** cooperate with a periodic inventory reconciliation conducted by DYS personnel. Any time assets are discovered missing they **shall** be reported to DYS Chief Financial Officer within 8 (eight) hours.

The successful bidder **shall not** use any assets for any purpose except for the delivery of services identified in this solicitation.

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.

Disposal of State property **shall** be handled by State Marketing and Redistribution policies and procedures

### **3.10 WRITTEN INVENTORY POLICY AND PROCEDURE**

Successful bidder **shall** develop and implement, with DYS final approval, written inventory policy and procedures. The policy and procedures **must** address, at a minimum:

1. Inventory control and assignment of durable inventory
2. Inventory control and issuing of expendable items
3. Purchase and inventory control of materials and tools
4. Purchase and inventory control of all commodities (food, consumables, etc)
5. Maintenance of inventory records to include, but not be limited to purchase date and price
6. Source of funds
7. Current value (if appropriate)
8. Unit and location to which assigned
9. Name of person charged with custody
10. Inventory reporting and reconciliation

## SECTION 4 - FACILITY USAGE

### 4.1 LIBRARY

Successful bidder **shall** maintain a functional library (coordinated media program), with a minimum of three (3) computers with multimedia/networking capacity, inside the school that will appropriately support juveniles' academic assignments, personal interests, and other developmental or life skills resources which are appropriate for juvenile educational, informational and recreational activities involvement.

This coordinated media program **shall** be provided by the successful bidder in order to make a wide range of media accessible to both teachers and students. The media program **shall** provide for the receiving, storing, retrieving, and displaying of information in all forms both in the media center and in other appropriate locations throughout the facility.

The media program **shall** be developed in such a way as to support instruction and enable staff to become technologically prepared. The media collection **shall** contain a balance of print, non-print, and electronic media adequate to meet the needs of the students and staff at each facility. The minimum book 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.

### 4.2 DORMITORY MEDIA CENTER

1. DYS "Standard Inventory of Educational Materials":
  - A. An inventory of educational materials **must** be maintained, in the form and manner required by DYS, on each juvenile dormitory as prescribed by the DYS Standard Inventory of Educational Materials.
  - B. The DYS Director of Education or designee may allow 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 by the DYS Director of Education, or designee.
2. The Facility Director (or designee for Educational Services) **shall**:
  - A. Ensure that textbooks, reference books, instructional materials and other appropriate reading materials are accessible to juveniles in a consistent manner by maintaining the materials listed in the "Standard Inventory of Educational Materials" or an approved exception on each dormitory.
  - B. Administer juvenile grievances to ensure that no juvenile is denied access to textbooks, reference books, instructional materials and other appropriate reading materials that may assist with any homework assignments.
3. 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 unit's daily log, in the form and manner required by DYS any incident that results in a juvenile being denied access to the unit's "Standard Inventory of Educational Materials".
  - C. Inventory the materials maintained in each unit on at least a quarterly basis and promptly report to the Facility Director any materials which are missing, destroyed, or damaged to such an extent as to affect juveniles' access to information (i.e., missing pages, illegibility, etc.)

#### **4.3 FOOD SERVICES**

Successful bidder **shall**:

1. 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 Department of Health (DOH) regulations which are in keeping with standards of good practice for protecting the nutritional needs, and well-being of all juveniles and staff.
2. Qualify for and participate in the National School Lunch Program (NSLP).
3. Prepare a written plan for all meals, including special diets, at least one week in advance. Any deviations from the plan **must** be noted and attached with that week's plan. Weekly menus **must** be reviewed and approved by a registered dietician and posted.
4. Juveniles who have special dietary needs/restrictions **must** receive meals that satisfy those dietary factors.
5. 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 in the form and manner required by DYS.
6. Document that specific 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.
7. Provide documentation 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.

#### **4.4 PEST CONTROL INSPECTIONS**

Successful bidder **shall** subcontract for vermin and pest control services with an experienced, licensed pest control vendor. The pest control services **must** meet ACA regulation. All services and inspections **must** be documented monthly and the records **must** be maintained on file at each facility. The successful bidder **shall** be responsible for ensuring that the services are being performed and that the vermin and pest problems are controlled.

#### **4.5 VEHICLES**

Vehicles **shall** be maintained in a safe operating condition and in accordance with manufacturers' recommendation. The successful bidder **must** demonstrate compliance with the State of Arkansas Vehicle Use Policies and any applicable DYS/DHS policies regarding vehicle usage.

1. Maintenance records on vehicles **shall** be maintained for inspection until the vehicle is turned in.
2. All repair and maintenance costs **shall** be the responsibility of the successful bidder.
3. Drivers **must** maintain a valid Arkansas Driver's License.
4. The successful bidder **must** maintain, on file, a current, valid Arkansas Driver's License for each driver.
5. Drivers using vehicles **must** have documentation on file at facility of an annual Office of Driving Services Traffic Violation Report.
  - A. Drivers who have accumulated more than ten (10) points on their current Traffic Violation Report **must** attend a defensive driving course
  - B. Drivers who have accumulated more than fifteen (15) 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.
  - C. The Assistant Director of Residential Operations **will** make a determination if and when driving privileges will be returned.

#### **4.6 STANDARD MAINTENANCE AND REPAIR**

Successful bidder **shall** maintain buildings, grounds, and all related equipment in compliance with applicable codes and in compliance with direction or guidance provided by DYS resulting from reviews, inspections, monitoring visits, or performance evaluations and in accordance with all regulations, laws and polices cited in this solicitation. This includes all facility infrastructures, such as: buildings, vehicles, roads, etc. with final determination with DYS. Reference section 2.5 for Insurance requirements

1. The facilities provided for use in connection with any resulting contract(s) are state owned. For the term of the contract and any authorized renewal period, DYS **shall** lease to the successful bidder the facilities for an annual lease rate of one (1) dollar.
2. The successful bidder **shall** operate the facilities 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.
3. Successful bidder **shall** conduct 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.
4. Inspections **will** include those performed by the Department of Health and the Department of Corrections Security.
5. The successful bidder **shall** be responsible for 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.
6. Any repairs needed that fall under the successful bidder's responsibility **shall** be repaired or be in the process of being repaired within seven (7) calendar days of discovery.
7. Successful bidder **shall** complete a "Facilities Physical Plant Report" no later than the fifteenth (15<sup>th</sup>) day of the month following the report month that identifies any problems identified during the inspection of facilities carried out by the successful bidder in the form and manner required by DYS.
8. At minimum, the report **must** include identification of any problems, location (unit, building, etc.), responsible manager, degree of hazard (health or safety), and planned correction of the problem with timetable.
9. Each report **shall** contain any problem previously reported that is still pending correction. This report **must** also include any unresolved finding or problems that resulted from previous reviews and/or inspections.
10. 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, Dept. of Corrections, DOH, or any entity authorized to inspect the facility).
11. 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. A timetable **shall** be provided, by the successful bidder, for each deficiency that identifies a major corrective action including steps or milestones and target completion dates for each milestone.
12. A copy of the report that details the findings **shall** also be submitted with the corrective action plan.
13. DYS **shall** reserve the right to modify any corrective action step or timetable.
14. Successful bidder **shall** reserve office space, in the main administration building of each facility, of a minimum of ten feet by ten feet (10'x10') room, for DYS usage with access limited to DYS approved successful bidder staff.

DYS will:

1. Provide for any necessary land improvements, building improvements, and capital equipment replacements due to expenditure of useful life. Capital equipment is defined as - an item attached or normally included as part of a facility and used for operations (e.g. HVAC Units, stoves, vent-a-hoods, etc.).
2. The Division's Chief Financial Officer **will** be the official arbiter and **will** make final decisions concerning assets and equipment.



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3. Provide for termite inspection and insurance
4. Provide for major modifications and / or renovations

Successful bidder **shall**:

1. Use the DYS-furnished property only in connection with a resulting contract. Title to DYS furnished property **shall** remain with DYS.
2. Operate the respective facility physical plant and grounds in accordance with all state and federal environmental laws and regulations.
3. Maintain the overall facility in a neat and clean general appearance as determined by DYS.
4. Perform routine cleaning and inspection of all equipment, buildings, and grounds in accordance with ACA standards and/or manufacturers' requirements.
5. Maintain buildings and equipment to meet all applicable ABA and ACA standards for building and safety codes.
6. Provide manpower, supplies, and equipment necessary to provide periodic or necessary maintenance and repairs to include:
  - A. Plumbing, water system, sewer system and electrical (repairs and maintenance that does not require modifications or invasion of building or facility structure)
  - B. Clean and provide periodic maintenance according to manufacturer's requirements for all equipment
  - C. Damage due to pest infestations
  - D. Wall repair, painting, and decoration (subject to Division approval to include blinds and/or drapes)
  - E. Building exterior including windows
  - F. Repair of fire and security alarm systems
  - G. Roofs
  - H. Grounds, including landscaping, sidewalk, and driveway maintenance
7. Provide assistance in locating sources for DYS to obtain bids, on projects over \$1,000, for Division sponsored physical plant repair/replacement activity.
8. Provide daily supervision of vendors during Division sponsored physical plant repair/replacement activity.
9. At the expiration or termination of a resulting contract the successful bidder **shall** return the state-owned or leased facility and grounds to the DYS in the same condition, or better, as on the initial date of a resulting contract, normal and ordinary wear and tear or depreciation, excluded. Final determination of the above **shall** lie with DYS.

Damages caused at the facility that are proven, by DYS, to be the result of neglect by the successful bidder's failure to perform contractual obligations **shall** result in repair/replacement expense to the equivalent, as determined by DYS, and **shall** be borne by the successful bidder.

#### **4.7 DYS-FURNISHED PROPERTY**

The successful bidder **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 the DYS reasonable opportunity to inspect such records. The successful bidder **shall** submit the related records to DYS when requested and upon contract termination in the form and manner required by DYS.

#### **4.8 FACILITY REVERSION PLAN**

In the event of a contract termination or failure to renew the existing contract, the successful bidder **shall** cooperate in every possible way with a future provider and DYS to ensure there **will not** be interruption or reduction of service and that the transition of DYS properties **will not** cause harm to the business of DYS beyond the necessary consequences of a change of contractors.

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 successful 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 successful bidder until the transfer of the facility to DYS or another future vendor is complete and all DYS property is accounted for and is in working order, as determined by DYS.

## SECTION 5 – SAFETY AND SECURITY

### 5.1 SECURITY AND CONTROL

Successful bidder **shall**:

1. 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.
2. Develop a written manual containing the facilities procedures for security and control that meets or exceeds ACA standards and state requirements and approved by DYS.
3. Have written policy, procedures and practices documented for searches of the facilities and juveniles to control 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.
4. Provide updated and corrected written policy and procedures to staff and juveniles
5. 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.
6. Maintain a daily report on any juvenile population movement in the form and manner required by DYS.
7. Maintain written policy, procedures and practices which document that staff regulates juveniles' movement in the form and manner required by DYS.
8. Maintain written policy, procedures and practices that document that supervisory staff **shall** conduct daily inspections, including weekends and holidays, of all areas occupied or accessed by juveniles and **shall** submit a daily written report to the supervisor. Un-occupied or un-accessed areas **shall** be inspected weekly.
9. Have a system approved by DYS for physically counting juveniles which meets or exceeds ACA standards and DYS Facility Policy Manual.
10. Have a system that accounts for the placement and whereabouts of all juveniles in the facility.
11. Maintain a twenty-four (24) hour security system to include:
  - A. Control center at each facility for monitoring and coordinating the facilities' security.
  - B. Safety and communications systems
  - C. A controlled perimeter that meets or exceeds ACA Standards and state requirements
12. Cooperate fully with any DYS selected electronic monitoring providers.
13. Submit a daily census report to the DYS Intake and Case Management Unit and the DYS Audit and Compliance Section in the form and manner required by DYS. The daily census **shall** be taken at midnight.
14. Document that written policy and procedures are reviewed at least annually and updated, if needed.
15. Have policy, procedures and practices documentation that meets or exceeds ACA Standard and state requirements for the following:
  - A. Control and use of keys and any locks, safes or other secured areas;
  - B. Control culinary and medical tools, equipment and supplies;
  - C. 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.)
  - D. Use and security of vehicles and the use of personal vehicles.
16. Have facility search plans and procedures which meet or exceed ACA standards including, but not limited to the following:
  - 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

## **5.2 CHILD ABUSE**

Successful bidder **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. Immediately after notifying the hotline, the successful bidder **shall** notify DYS in accordance with DYS Incident Reporting Policy.

Successful bidder **shall** document the notification in the juvenile's individual case file. Successful bidder **shall** also complete documentation in DYS Databases system (Rite Track) within eight (8) hours of incident.

## **5.3 INCIDENT REPORTING**

Successful bidder **shall**:

1. 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 both on and off campus sites.
  - A. A "major incident" **shall** be defined as any incident involving alleged abuse or neglect as defined in Arkansas Code Annotated § 9-27-303, or any alleged act which would be a crime under the Arkansas Criminal Code. Major incidents **shall** also include any actual or attempted escape, assault, injury (accidental or intentional); fight; attack; suicide attempts, suicidal comments, or suicidal ideations; or any act, event, or condition that poses a risk to the health or well-being of the juvenile.
2. Document a Review of Incident Response in compliance with the DYS Policy on Incident Reporting, Debriefing and Containment. Such **shall** be documented no less than ten (10) working days after the applicable incident. All incident debriefings **shall** be submitted to DYS Internal Affairs Unit as requested for any applicable incident.
3. Maintain, on site, an electronic log indicating Incident Reports submitted.

## **5.4 TRANSPORTATION**

Successful bidder **shall** be responsible for transporting juveniles as directed by DYS.

1. The successful bidder **shall** transport the juvenile to all health, medical, legal, or other appointments and locations as determined necessary in meeting the juvenile's treatment service needs.
2. While transporting juveniles, successful bidder **must** 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.
3. Vehicle transportation logs, provided by DYS, **must** be maintained and updated monthly for each vehicle used to transport juveniles.
4. Documented vehicle use **must** be kept on file by the successful bidder at the facility for quality assurance standards review.
5. There **must** be a minimum of two (2) Youth Care Workers in every transport even if only one juvenile is being transported.
6. The successful bidder **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.
  - A. Exceptions **will only** be made in the case of major medical needs to save life or limb and only if services are not available in Arkansas.

### **5.5 ABSENCE WITHOUT LEAVE**

In the event of an Absence Without Leave (AWOL) of a juvenile, successful bidder **shall** adhere to the notification sequence in DYS AWOL Policy #7002.04.08:

1. Contact the local county sheriff's office, local city law enforcement and DYS Placement Unit within ten (10) minutes of discovery.
2. Contact the DYS On-Call Staff or Administrator. A state-wide pick order **will** be initiated through the DYS Clinical Director and forwarded to the Arkansas State Police.
3. Within one (1) hour, 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,
4. Within twenty four (24) hours, notify the committing court or court personnel.

The successful bidder **shall**:

1. Adhere to the reporting requirements and time frames specified in DYS Policy and Procedures on AWOL Notification and Apprehension and any subsequent amendments should any juvenile become AWOL.
2. Ensure that the DYS Director is notified in accordance with DYS Incident Reporting Policy in the case of any actual or attempted escape.
3. Hold DYS harmless from any additional cost that arises from the juvenile's activities while AWOL.

### **5.6 ELECTRONIC MONITORING**

Successful bidder **shall** cooperate fully with any DYS approved electronic monitoring provider who has been contracted by DYS to equip selected juveniles with electronic monitoring anklets (or any other comparable location monitoring device).

1. Successful bidder staff **shall** keep a log, in the form and manner required by DYS, of daily inspections on monitored juvenile to check for device removal, damage, or any signs of tampering. Failure to keep an accurate log **will** result in the successful bidder being held liable for any and all damage, and cost incurred, to the electronic monitoring devices. Accuracy of logs **will** be determined by the DYS Assistant Director of Residential Operations.
2. Successful bidder **must** immediately notify DYS Assistant Director of Residential Operations or designee in accordance with DYS Incident Reporting Policy and by electronic mail if an electronic monitoring device is damaged or removed from a juvenile for any reason.
3. ONLY DYS Assistant Director of Residential Operations or Director of DYS will approve a juvenile to be put on electronic monitoring. Successful bidder staff **shall not** select a juvenile for monitoring.

### **5.7 BULLYING**

Successful bidder 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. 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 Division or successful bidder staff member, including but not limited to any teacher, principal, counselor, or residential unit staff.

1. Teachers, staff members or other employees who have witnessed bullying or harassment, or have 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 and in accordance with DYS Incident Reporting Policy of the behavior to the principal or facility director. Report **must** be entered in to Rite Track prior to the end of shift in which the incident takes place.
2. The facility director, 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:
  - A. disciplinary action for the instigator(s)
  - B. protective measures for the victim(s)
  - C. or counseling/therapeutic intervention for the victim(s), instigator(s), or both
3. 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.

A. Taking protective action **must** be top priority to completing an investigation.

B. Reports **must** have been taken from all witnesses.

4. For disciplinary action purposes, bullying and harassment **must** be treated as acts of aggression, even if the conduct itself is non-aggressive in nature.
5. Successful bidder **shall** maintain a policy to ensure a person or persons reporting bullying or harassing behavior **shall not** be subject to retaliation or reprisal in any form.
6. Division or successful bidder staff found to be in violation **will** be subject to DHS/DYS Policies as well as State and Federal Law.
7. Notice of what constitutes bullying, harassment, and cyber-bullying **will** be posted in classrooms and provided to teachers and employees by DHS.

#### **5.8 PRISON RAPE ELIMINATION ACT (PREA)**

Successful bidder **must** make every effort to eliminate sexual assaults against DHS juveniles using PREA standards, federal and state laws.

#### **5.9 FACILITY PREA COORDINATOR**

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

1. Serving as the liaison between the DHS PREA Coordinator and the state facility
2. Ensuring the incident report is forwarded to the DHS PREA Coordinator within twenty-four (24) hours.
3. Ensuring that all incident related documentation is tracked, compiled, and forwarded to the DHS PREA Coordinator.
4. Tracking onsite investigation activities and providing updates regarding the status of open cases and implementation of a corrective action plan to the DHS PREA Coordinator.
5. Ensuring any medical and/or mental health needs of the alleged offender or victim are met.
6. Following other applicable DHS policies and procedures identified below.

#### **5.10 SUICIDE PREVENTION**

The successful bidder **shall**:

1. Adhere to all DHS policies, procedures and directives concerning suicide prevention and intervention regarding juveniles in residence at the facility.
2. Submit, to the DHS Policy Unit, a facility procedure for suicide risk management and intervention within thirty (30) calendar days of the effective date of a resulting contract. It will be approved by a qualified medical health authority and **must** meet the requirements of DHS Policy and Procedures section 5150, Suicide Prevention and Intervention, and any subsequent amendments.
3. After review by DHS should the facility procedure be determined not to meet the requirements specified, the successful bidder **shall** submit amendments on their facility procedure to the DHS Policy Unit in order to achieve compliance within thirty (30) calendar days after receiving such notice.

#### **5.11 EMERGENCY PREPAREDNESS**

Successful bidder **shall** prepare emergency contingency plans that meets or exceeds ACA standards and DHS/DYS Policy within thirty calendar (30) days after an award. All policies, procedures and emergency plans **will** be reviewed and approved by DHS on an annual basis, and updated as required. All staff **must** receive training on the emergency plans and any subsequent modifications prior to their implementation.

In the event DHS requires additional beds due to urgent/emergency reasons as determined by Assistant Director of Residential or designee, an exception to the bed numbers at the facility **will** be made by DHS director. Daily cost **shall** be at the same amount agreed to in the resulting contract. Successful bidder **shall** hire additional temporary staff as necessary to maintain compliance with staffing ratios.

Emergency is defined as an unforeseen combination of circumstances which requires immediate action. (e.g. tornado, flood, riot, etc.)

**5.12 SANITATION AND HYGIENE**

Successful bidder **shall**:

1. Operate a thorough and effective sanitation program according to written policies and procedures that comply with ACA standards, DHS, and Department of Health (DOH) regulations that are in keeping with standards of good practice for protecting the health and safety of all juveniles and staff.
2. 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
3. Perform, at minimum, monthly inspections of each living unit to assess a deficiency rate per ACA for each living unit and for the aggregate of all units. Living units **shall** be as follows:
  - a. each dormitory
  - b. each pod at the serious offender program
  - c. the sex offender assessment and holding building(s)
4. An inspection report for each living unit **must** be submitted to the DYS Clinical Director no later than fifteen (15) days following the completion of the report month.
5. Inspections **must** document that the buildings, living units and grounds meet or exceed ACA standards and state law and regulations and in keeping with standard of good practice to protect the health and safety of juveniles and staff.

## SECTION 6 – EDUCATION

### 6.1 **EDUCATION**

Under the direction of the DYS Director of Education the successful bidder **must** provide 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 to all program residents.

Successful bidder **shall** warrant that educational services provided to juveniles **will** meet the minimum requirements established by IDEA Procedural Requirements Sections:

- A. 16.01 Access Rights
- B. 16.02 Education Records
- C. 16.03 Record of Access
- D. 16.04 Records On More Than One Juvenile
- E. 16.05 Lists of Types and Location of Information
- F. 16.06 Fees
- G. 16.07 Amendment of Records at Parent's Request
- H. 16.08 Opportunity for a Hearing
- I. 16.09 Result of Hearing
- J. 16.10 Hearing Procedures
- K. 16.11 Consent
- L. 16.12 Safeguards
- M. 16.13 Destruction of Information
- N. 16.14 Juvenile's Rights, and
- O. 16.15 Disciplinary Information

This list may be amended and republished by ADE. Educational data on juveniles educated at the facility will 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.

DYS **shall** perform teacher evaluations on a formal and informal basis.

**NOTE ON ADE EDUCATION MONITORING:** DYS, in cooperation with the Arkansas Department of Education (ADE), **will** monitor the quality and effectiveness of the services offered. **A violation of any of the responsibilities constitutes grounds for DYS citation and/or Vendor Performance Report. Any general or special education corrective actions cited by ADE shall be corrected in accordance with ADE mandates and at the expense of the successful bidder.**

### 6.2 **TEACHER REQUIREMENTS**

The duties of teachers **shall** be as follows:

1. Plan, coordinate, direct, and participate in basic education and special 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. objective
  - 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. Encourage students to set and maintain standards of classroom behavior.



4. 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.
5. Maintain a file of all graded work on each student for the current term. Must maintain four (4) or more representative work samples in the file for completed terms on each student.

### 6.3 **SUBSTITUTE TEACHER REQUIREMENTS**

Successful bidders **must** provide the following:

1. Substitute teachers 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.
2. If a substitute teacher is needed for more than thirty (30) consecutive school days in a class because of an undue hardship, the successful bidder **must** notify the DYS Director of Education.
3. A waiver application to DYS for any substitute who has not yet met ADE criteria for teacher certification.
4. A waiver application letter **will** only be granted for substitute teachers who have a four (4) year degree from an accredited college or university or are licensed to teach in the State of Arkansas. This **shall not** apply to any vocational-technical teachers who are not required by state law to have four-year degrees. The application letter **must** include:
  - A. Justification of need for the waiver
  - B. Documentation that currently licensed personnel is not available for employment
  - C. The length of time the substitute will be used

### 6.4 **GENERAL SCHOOL ADMINISTRATION**

1. **Policy**  
DYS and its successful bidder **shall** follow all state and federal education laws and regulations. Successful bidder **shall** adhere to all DYS Education Policies governing education, including but not limited to, education for the disabled.
2. **Class Time** - (number of school days, seat time/day, and average instruction time/week)  
Successful bidder **shall** comply with current Arkansas Department of Education (ADE) standards.
3. **Summer Program**  
Summer program **shall** consist of two (2) sessions consisting of twenty (20) school days each with the master class schedule approved by DYS. Educational classes may be conducted for purposes of credit recovery, remediation, enrichment and work internship.
4. **Schedules**  
Master schedules for each semester and summer session **shall** be submitted, by the successful bidder in the form and manner required by DYS, no later than thirty (30) days prior to the start of that semester to the Arkansas Public School Computer Network (APSCN) Coordinator.
5. **Attendance**  
Successful bidder **shall** submit their weekly attendance to the APSCN Coordinator by noon (12 AM CST) each Friday that school is in session per ADE requirements.
6. **Termination/Transfer of Student**  
The successful bidder **must** apprise DYS within forty-eight (48) hours of a juvenile's transfer or discharge from the facility with the following records:
  - A. Transfer or discharge report. **Must** be filled out, signed, and dated by Site Manager or designee on the day the student terminates/transfers.
  - B. Final transcript of credits earned
  - C. Copy of GED certificate, as applicable
  - D. Pre and post test data
  - E. All other educational records in juvenile's file not listed specifically above
7. **Class Size**  
Class sizes **shall** conform to standards established by ADE.
8. **Gifted & Talented Classes (GT)**  
Gifted and talented classes **shall** be provided in accordance with ADE guidelines.

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9. **English Language Learner (ELL)**  
Services **shall** be provided as assessed and certified by ADE and Federal laws.  
Successful bidder **shall** contact DYS for translation services.
10. **Seven Period Day**  
The successful bidder **shall** follow a seven period daily school schedule, approved by DYS.  
Successful bidder **shall not** utilize a “block schedule” or any schedule diverging from that established by the DYS Director of Education. Successful bidder **shall** adhere to the ADE Course Codes. All courses **must** show in master schedule given to Registrar of DYS.
11. **Qualified Education Staff**  
The successful bidder **shall** have highly qualified and State of Arkansas Certified Teaching Staff in the assigned discipline. Each teacher **shall** have an official transcript from an accredited collegiate education program, at all school sites during each teaching day Monday–Friday and/or documentation to support the requirements of the Arkansas High Objective Uniform State Standard of Evaluation (ARHOUSSE) and as outlined by the ADE.  
The successful bidder **shall** have a minimum of one (1) Certified Educational Guidance Counselor per facility.
12. **JDC Education Records**  
Juvenile records received from a Juvenile Detention Center (JDC) or a public school by the successful bidder **should** be forwarded to the registrar’s office at DYS within forty-eight (48) hours of accepting commitment of the juvenile.  
The successful bidder **shall** utilize RiteTrack and future system(s) as the system(s) of record for DYS Education requirement. Functionality of RiteTrack and future system(s) **will** be used as prescribed by DYS Education Section.
13. **Initial Education**  
Successful bidder **shall** provide educational services to all juveniles, regardless of disability, within two (2) days after intake into the facility.
14. **Professional Development**  
Professional Development **will** be provided to all teachers by DYS Education Staff. In addition, it **shall** be the responsibility of all teachers to obtain the required number of professional development hours per year as mandated by ADE.
15. **Calendar**  
Successful bidder **shall** adhere to the school calendar issued by DYS. The successful bidder’s planned instructional time in each school day **shall not** be less than six (6) hours per day or thirty (30) hours per week. Exceptions to the DYS issued calendar **must** be approved by the DYS Director of Education.
16. **Textbooks**  
Successful bidder **shall** use existing books and materials current to the school term at the time of award. Successful bidder **shall** replace textbooks with other materials as updates become available and as recommended and approved by DYS and ADE. Lost, stolen, or damaged books **shall** be replaced at the expense of the successful bidder.
17. **Parents/Guardians**  
Successful bidder **shall** offer and document weekly parental/guardian involvement in all juvenile activities and educational goals.
18. **Discipline Policy**  
Successful bidder **shall** have a DYS approved discipline policy on file at the facility and with DYS.
19. **Fire Inspection**  
Successful bidder **shall** provide documentation of inspection of the school by the Fire Marshall according to ADE rules and regulations.
20. **School Transportation**  
Successful bidder **shall** provide transportation for DYS authorized juveniles during the school day in accordance with ADE rules and regulations.
21. **Physical Education**  
The successful bidder **shall** provide appropriate physical educational and recreational activities for juveniles in accordance with ACA Standards for JTC/JCF.

**6.4 EDUCATIONAL RECORDS ACCESS, RETENTION & RELEASE**

1. The DYS Registrar **will** be responsible for requesting, receiving and forwarding, as applicable, student education records and related information in the most expedient manner when requests are received.
2. Records from the last known education facility attended by the juvenile will be requested by the DYS Registrar when notified of the juvenile's commitment to DYS.
3. If the records are not received by the DYS Registrar within five (5) business days from the date of request, the DYS Registrar will notify the DYS Director of Education, who will determine the most appropriate action to obtain the records.
4. Education records (including Special Education records) for juveniles in DYS custody will be maintained in digital and hardcopy files by the DYS Registrar.
5. Records received as hardcopy will be digitized for storage in electronic format.
6. Education records received by DYS are considered confidential. Other than required exchanges of information between the successful bidder, 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.
7. The DYS Registrar will ensure that records are distributed only as needed within the DYS service provider network.

**6.5 CONFIDENTIALITY OF INFORMATION (SPECIAL EDUCATION AND RELATED SERVICES)**

1. Requests made to the successful bidder from agencies other than those exempted by the Family Educational Rights and Privacy Act (FERPA) **must** be accompanied by a written request from the juvenile's parent or surrogate parent and copied to the individual juvenile's education file.
2. Under DYS supervision, successful bidder staff **shall** ensure the maintenance of Special Education files and that 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. The facility administrator or designee that has a special education background **shall** conduct an audit of individual "Due Process" education files each month to identify suspected information errors or omissions. Deficiencies identified **shall** be immediately corrected by the Special Education program supervisor. Individual Special Education (IEP) records **shall** be updated and filed in a consistent and organized manner.
3. Successful bidder staff **shall** consider all juvenile records as confidential and each official individual record file **shall** be marked "Confidential." Individual education records **shall** be secured in a locked file cabinet or secure room to ensure against unauthorized access, theft, loss or destruction.
4. An Authorization for Release of Confidential Information form **must** be signed by the juvenile and parents/guardians (if the juvenile is under 18 years of age) prior to the release of information concerning any juvenile with the exception of agencies exempt by FERPA.
  - A. A signed release **must** be specific to one request or event and cannot be used for any other signed request
  - B. A copy of the signed request **shall** be maintained in the juvenile's individual case file.
5. The authorized release or request for information **must** include the following:
  - A. Name of the person, agency or organization requesting information.
  - B. Name of the person, agency or organization releasing information.
  - C. Specific information to be disclosed.
  - D. Purpose or need for the information.
  - E. Date that the consent form was signed.
  - F. Signature of the juvenile, parent(s) or guardian(s), as needed.
  - G. Signature of the individual witnessing the juvenile's signature.
6. 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 successful bidder staff. Information about juveniles learned in these capacities **shall not** be publicly discussed.
7. Requests for permission to conduct research or pilot projects in the program **must** be approved by the Director of Residential Operations for projects involving the viewing of juvenile records or any form of

contact with the juvenile. The request will normally involve a document that **must** be signed by the parties involved.

8. The successful bidder **shall** ensure a juvenile's complete record is in Rite Track, following release or transfer as designated by DYS policy and in a secure manner that maintains confidentiality.
9. The successful bidder **shall** ensure that copies of the release documents are in Rite Track prior to the release, direct discharge, or transfers of the juvenile's education file.
10. The successful bidder **shall** provide training to education staff annually on confidentiality of juvenile records and related information. Documentation of training material, location, dates and staff participation **must** be on file with the successful bidder Facility Administrator. DYS Education Staff will provide training on confidentiality, due process and other subjects as deemed necessary by DYS.

#### **6.6 GENERAL EDUCATION - ACADEMIC IMPROVEMENT PLANS**

1. The successful bidder's school counselor **shall** identify specific areas of deficiency in the juvenile's academic subject areas as indicated by the student's standardized testing and medical evaluation. The desired levels of performance **will** then be identified. Full instructional support and services **must** then be provided, by the successful bidder, for any student needing those services.
2. All general education juveniles **shall** have an Academic Improvement Plan (AIP) created by the successful bidder regardless of their proficiency level within ten (10) working days of admission. The AIP **shall** describe the parent's/guardian's role and responsibilities as well as the consequences for the juvenile's failure to participate in the plan.
3. Juveniles not proficient, regardless of grade level, **shall** participate in a remediation program, supplied by the successful bidder, to receive credit for the corresponding course.
  - A. The parents/guardians **shall** be notified of any remediation requirements and possible retention consequences.
  - B. The juvenile **shall** continue to be provided with remediation until the expectations in the AIP are met.
4. The successful bidder **shall** document the progress of each juvenile in meeting the objectives of the Academic Improvement Plan through recorded grades.
5. The successful bidder **shall** document the progress of each juvenile in meeting the objectives of the Academic Improvement Plan and/or the individualized educational plan as well as the academic progress and performance of each juvenile served each four (4) weeks. Grades assigned to juveniles **must** reflect educational objectives only. The successful bidder **shall** document all juvenile attendances and absences and that minimum attendance requirements have been met.
6. The successful bidder **shall** review the Arkansas Comprehensive Testing Assessment and Accountability Program (ACTAAP) and implement the necessary educational efforts to adequately address the juvenile's assessed needs (AIP), within ten (10) working days of exam completion.
7. The successful bidder **shall** contact the DYS Director of Education for an AIP template and a list of acceptable intervention strategies in accordance with ADE guidelines.

## **6.7 GENERAL EDUCATION - CURRICULUM**

1. Successful bidder's educational staff **shall** use ADE approved curriculum as provided by the DYS Education department. The DYS Curriculum Coordinator **will** oversee the implementation of the curriculum. All juveniles' academic proficiency **must** be measured according to this curriculum.
2. The successful bidder **must** follow DYS issued Curriculum Maps to provide conformity and unity throughout DYS System of Education.
3. Successful bidder **shall** only use DYS approved textbooks and teaching materials.
4. Successful bidder **shall** only teach DYS approved courses per the "DYS ADE Standard Courses with Codes and Licensure" for that school year.
5. 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.
6. A unit of credit **shall** be defined as credit given for a course which meets for a minimum of one hundred twenty (120) seat/clock hours. Course credit(s) and promotion(s) received by a juvenile while enrolled in the DYS system of education **will** be considered transferrable in the same manner as course credits from other accredited educational entities. For classes that only meet for one (1) semester or sixty (60) seat/clock hours, only one half (0.5) credit **will** be awarded.
7. All juveniles **must** have a Smart Core Consent Form on file at the site and with DYS central office.
8. If the juvenile does not have a Smart Core Consent or Waiver Form from his/her local school district, then the successful bidder **must** complete the appropriate form, obtain the parent's/guardian's signature or the signature of the site manager, or designee, and place in the juvenile's educational file.

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](http://www.arkansased.org/public/userfiles/Learning_Services/Curriculum%20and%20Instruction/Smartcore%20Core/smartcore_waiver_2014_080713.pdf)

9. Grade placement determination is defined by the number of credits the juvenile has successfully earned to date. This determination **will** be made solely by the DYS Registrar.
10. The successful bidder **shall** prepare academic studies for each juvenile that meet his or her academic needs and the state requirements for high school graduation and GED.
11. The successful bidder **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.  
Academically deficient is defined as any time a student does not perform at his or her chronological-age-equivalent grade level. Age 6=1st grade; age 11=6th grade; age 12=7th grade; age 13=8th grade; age 17=12th grade; etc.
12. The successful bidder **must** offer a consistently operational GED program for eligible juveniles according to state and federal guidelines.
13. The successful bidder **shall** allow DYS education staff free, unannounced access to classroom instruction for the purpose of teacher and program evaluation.

## **6.8 HEALTH EDUCATION**

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

## **6.9 POST, SECONDARY AND CONTINUING EDUCATION**

Programs **shall** provide a secondary education, Industry Certification or Vocational Certificate of Completion to each participating juvenile. Participating juveniles may consist of graduates from high school, those juveniles who are working towards a diploma, juveniles who have obtained a GED, and juveniles for whom a vocational aptitude screening indicates that such vocational instruction would further assist in their successful reintegration.

Instruction **shall** be provided to all juveniles who have graduated from high school, obtained a GED, who are age sixteen (16) or older or for whom the aptitude screening indicates that such instruction would further assist in their successful reintegration.

The successful bidder **must**:

1. 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.
2. 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, and these results **shall** become part of the juvenile's education records.
3. 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.
4. 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.
5. Routinely provide each juvenile at the facility who meets the vocational screening criteria with appropriate vocational instruction.
6. Have an academic/career counselor on staff to coordinate the aptitude and needs screening for each juvenile along with all counseling and instruction.
7. Propose the four (4) following programs: (proposals that do not include all four (4) **will not** be considered)
  - a. Computer Programing/Repair
  - b. Welding
  - c. Machinery and Transportation Equipment Manufacturing
  - d. Food Manufacturing
8. Certification programs **must** meet requirements of the American National Standards Institute (ANSI) Standard 1100. DYS reserves the right to choose to offer a minimum of two (2) of the four (4) certification/vocational programs provided by the successful bidder.
9. Provide courses offering National Certification programming of completion and provide an experienced professional instructor with appropriate state or national certification from their respective profession who holds a Career and Technical Permit from ADE.
10. Make use of state and federal services to help juveniles apprentice in their areas of interest and/or obtain gainful employment.

#### **6.10 PRE AND POST TESTING OF JUVENILES**

Successful bidder **shall** conduct academic evaluations as required by TABE9 testing tool; using tests approved by the DYS Director of Education.

1. Pre-testing **must** occur within two (2) weeks of the juvenile's arrival on campus and at the end of the first (1<sup>st</sup>) and third (3<sup>rd</sup>) nine (9) week grading period.
2. 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.
3. Results of the evaluations **must** be included in the juvenile's education records prior to the juvenile's transfer or discharge from the program.
4. Evaluation results **must** be reported, in the form and manner required by DYS, to the DYS Registrar for monitoring and reporting purposes every Friday in the form of a DYS approved roster of students.
5. 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 receiving results.

If a time extension for any academic evaluation is necessary, approval **must** be obtained from the DYS Director of Education or designee within two (2) weeks.

#### **6.11 GRADUATION REQUIREMENTS**

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

#### **6.12 HOMEWORK**

Homework assignments **shall** be an extension of the teaching/learning experience that promotes the juvenile's educational development. Homework should be planned, organized and relevant to the day's lesson and viewed by the juvenile as purposeful.

1. Assignments should be made to help the juvenile become proficient in subject matter as well as learn research techniques and finding answers by themselves.
2. 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.
3. 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.

#### **6.13 USE OF TECHNOLOGY MEDIA**

The use of computers and the internet **will** be considered a privilege and not a right.

1. The Student Access Form (SAF) **must** be completed and sent to the DYS Information Systems group.
2. The SAF form **must** be completed each time the juvenile arrives at a different residential facility.
3. The juvenile **shall not** have access to any computer until this form has been completed and returned to DYS Information Systems group so proper access can be set up for the juvenile.
4. Before any juvenile is permitted to use only the DYS approved technology media, the school principal or equivalent **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.
5. Only DYS education staff members **will** authorize a juvenile access to a website; successful bidder's staff **shall not** authorize this.
6. Juveniles **shall** be supervised via physical presence of Successful Bidder staff at all times while using technology media center, especially any use that may involve or permit access to the Internet. Juveniles **shall only** be authorized to use DYS approved technology media devices.
7. Computer use by a juvenile can be suspended for improper use of any media by any DYS education staff member or any successful bidder education staff member.
8. Any suspension of a juvenile's computer access by the successful bidder **must** be reported to the site administrator and the DYS Education Superintendent as soon as the suspension is made.
  - A. The successful bidder **must** enter a report of suspension into Rite Track within twenty four (24) hours after the suspension.
9. The staff member detecting the misuse **shall** make a written report to the school principal, in addition to any other incident reports, in accordance with DYS Incident Reporting Policy.
10. 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.
11. All technology media activity and Internet use **shall** be subject to electronic monitoring by DYS, the residential facility, or school personnel.
12. Juveniles **shall not** have expectation of privacy in using any electronic device while in a DYS facility.
13. Teachers or staff members who fail to supervise juveniles' technology media use and Internet activity may result in DYS citation.
14. No juvenile **shall** be left alone at a computer or other media device.
15. For suspected security breach, the computer affected **shall not** be used until cleared by DYS IT staff.
16. DYS technology protection measures **will** be used to block access to inappropriate content via the internet or other forms of electronic communications.
  - A. Computers designated for juvenile access **must** be on a separate system (network, etc.) from other users.
  - B. Technology protection measures **shall not** be minimized by the successful bidder or DYS staff, other than by official designation from the DYS IT Director for a specific website that is deemed acceptable for juveniles.



## **6.14 GRADING & GRADE SCALE**

### **1. Grading Practices**

Juvenile grades **must** accurately reflect the juvenile's mastery of the material. Teachers **must** use a variety of assessment methods such as unit tests, project evaluation, formative evaluation, etc. There **must not** be fewer than three (3) and no more than five (5) test/major project grades per semester in each subject area, including a required semester exam.

### **2. Number of Grades**

Teachers **must** record a minimum of two (2) grades per week for each subject which no more than one half (0.5) **shall** be of homework assignments. Projects may be used as multiple learning standards (individual grade & group project grade), so one project may result in multiple grade book entries. Grades **must** be documented in grade book weekly.

### **3. Grade Books**

The teacher's grade book **will** be the official academic record of student's progress.

A. All teachers **must** keep an up-to-date record of student grades.

B. All grades entered into the grade book (paper or electronic) **must** be dated and labeled.

C. Electronic grade books **must** be printed at the end of each week and be stored at the facility.

D. An electronic copy **must** be provided to DYS Director of Education weekly in the form and manner required by DYS.

E. 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

F. Grade books **must** be kept in a secure location.

G. Grade books **must not** be left out for substitutes. A class roster **must** be made available for use by a substitute.

H. Juveniles **shall not** record information in the grade book under any circumstances.

### **4. Report Cards**

A. All grades **must** be reported on the official DYS-issued report card template.

B. Report cards **must** be signed, dated, and submitted electronically, by the successful bidder, to the APSCN Coordinator or Registrar within ten (10) business days after the end of the grading period.

C. Grade inflation shall be prohibited.

### **5. Interim Reports (Progress Reports)**

A. The successful bidder **must** demonstrate that the juvenile and parent/guardian are made aware of the juvenile's progress.

B. Interim reports **must** be issued no later than the fifth (5<sup>th</sup>) week of a grading period.

### **6. Transcripts**

Official transcripts **shall** be the legal documents of student progress.

A. Official transcripts **will** be compiled by the DYS office at the request of the facility or school district.

B. The juvenile's completed course work with grades created at the DYS facility **must** be signed by an administrator.

C. Course credit and promotions received by a juvenile while enrolled in DYS system of education **shall** be considered transferrable in the same manner as course credits from other accredited educational entities.

### **7. Records Storage**

Facilities **must** store hard copies of juvenile grades for a minimum of ten (10) years from release date per DYS policy.

**6.15 EDUCATIONAL SERVICES FOR JUVENILE BEHAVIORAL DISRUPTIONS**

1. 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/Administrator **shall** determine the appropriate action prior to the juvenile's return to the regularly scheduled classroom environment.
2. Any recommendations for removal from the regularly scheduled classroom environment **shall** be forwarded to the DYS Director of Education. The DYS Director of Education **will** retain the authority to determine whether the juvenile is approved for removal from the regularly scheduled classroom environment, and if so, the length of time of removal.

**6.16 SPECIAL EDUCATION – GENERAL**

The successful bidder **shall** provide a continuum of educational services to the juvenile population who receive special education services. Any juvenile suspected of having a disability may be referred by the parent/guardian or a staff member to the principal or equivalent. If warranted, the juvenile **will** receive appropriate assessments by a qualified examiner, who **will** interpret the results to parents and staff. If a juvenile is found to be eligible for special education and/or related services, an Individualized Education Program (IEP) **will** be developed by the successful bidder and approved by DYS. Special education regulations and policies **shall** be available at each facility. Special education staff and classrooms **shall** be under the immediate supervision of the building principal. Special education juveniles **will** participate in all activities with regular classmates unless determined otherwise by the IEP team.

**6.17 FREE APPROPRIATE PUBLIC EDUCATION – SPECIAL EDUCATION**

Facilities **shall** provide access to general education and special education and related services to any juvenile ages eight (8) to twenty-one (21) years of age.

1. Successful bidder **shall** make all reasonable attempts to educate students with disabilities in a general education setting.
2. Grade failure **shall not** be a requirement for special education services or related services
3. The successful bidder **shall** create an IEP for eligible juveniles on an individual basis.
4. The determination of interventions required in providing Free Appropriate Public Education (FAPE) **must** include documentation from the successful bidder that the determination complies with the procedural requirements of Individuals with Disabilities Education Act (IDEA);

**6.18 PROTECTION IN EVALUATION PROCEDURES**

Special education supervisor at each facility **must** ensure that all juveniles requiring Special Education and related services **shall** have a comprehensive evaluation documented in the due process folder.

1. The comprehensive evaluation **shall** address areas including:
  - A. Social and Medical History
  - B. Hearing and Vision Screening
  - C. Assessment of Individual Intelligence
  - D. Assessment of Individual Achievement
  - E. Communicative Abilities
  - F. Assessment of Adaptive Behaviors
2. The comprehensive evaluation **must** be documented in the juvenile's education folder by the Special Education Supervisor and copies **shall** be forwarded to the DYS Central Office Registrar.
3. 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.

**6.19 SPECIAL EDUCATION PLACEMENT**

1. Juveniles **shall** be identified as being in need of Special Education and related services by the following means:
  - A. Upon entering a facility the juvenile self-reports they have received Special Education in the past.
  - B. Academic records from a previous school or treatment facility indicate previous placement in Special Education.
  - C. Current staff may refer the juvenile for consideration of Special Education and related services.

## **6.20 SURROGATE PARENTS**

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, a legal guardian, or individual acting in the place of a biological or adopted parent have failed.

1. The DYS Director of Special Education **will** appoint a designee at each facility to be responsible for surrogate parent recruitment, training, and assigning to an individual juvenile.
2. DYS Special Education staff **will** establish a procedure for identifying juveniles in need of a surrogate parent and appointing a surrogate parent within thirty (30) calendar days after a juvenile is determined to need a surrogate parent. In the case of a juvenile who is an unaccompanied homeless juvenile, appropriate staff of emergency shelters, transitional shelters, independent living programs may be appointed as temporary surrogate parents without regard to paragraph 34 CFR 300.519(d)(2)(i), until a surrogate parent can be appointed that meets all the requirements of paragraph 34 CFR 300.519(d).

## **6.21 SPECIAL EDUCATION TRANSFER POLICY**

If a Special Education juvenile is transferred to a juvenile detention center (JDC) or to the Dermott 18-21 campus more than three (3) times a semester for discipline issues; then a Manifestation Determination, Functional Analysis, and Behavior Plan **must** be completed within ten (10) business days of the third movement off campus by the Special Education Supervisor. This is required under IDEA to determine if the behavior is a result of the juvenile's disability or not.

The successful bidder **must** ensure that when a juvenile who receives special education services is transferred to another facility within the DYS system of education, the due process folder **shall** be sent via DYS approved electronic mail to the receiving facility within five (5) business days.

The successful bidder **must** ensure that when a juvenile who receives special education services is discharged, the due process folder **shall** be sent via DYS approved electronic mail to the DYS Director of Education within five (5) days.

## **6.22 LEAST RESTRICTIVE ENVIRONMENT FOR SPECIAL ED STUDENTS**

Facility school principal or special education supervisor **shall** implement procedures consistent with IDEA 2004, assuring each juvenile receiving special education services **shall** be allowed to function in the least restrictive environment.

1. Juveniles with disabilities **will** be educated with their non-disabled peers to the maximum extent appropriate.
2. Juveniles with disabilities can be removed by the facility administrator or designee from regular education settings, including 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.
3. Non-inclusionary practices **shall** be thoroughly explained at the juvenile's IEP conference and documented in the student's due process 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 provided by DYS.
4. In accordance with DYS Incident Reporting Policy 1550, DYS **must** be notified of any event that results in a decision to exclude a juvenile from mainstream educational activities for any period of time.
5. 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.
6. Continuum of alternative placement options **shall** include:
  - A. Regular education class/indirect service
  - B. Regular class/some direct instruction (more than 80% in general education)
  - C. Regular class (40%-79% in general education)

D. Some/no instruction in regular class (less than 40% in general education).

#### **6.23 CHILD FIND**

During the entire contract period and extensions thereof, the successful bidder(s) **shall** utilize the DYS Child Find Plan at each facility and abide by its regulations. DYS **shall** reserve the right to update it at will to conform to state, federal law, and ADE regulations.

#### **6.24 SPECIAL EDUCATION – DEGREE OPTIONS**

Successful bidder **shall** be responsible for:

1. Juveniles age seventeen (17) and younger:
  - A. If a juvenile has an Individualized Education Plan (IEP), the successful bidder **must** decide the best option for the juvenile in accordance with DYS and ADE standards. The IEP team and Parent/guardian have the final determination of the student's best option. In making that determination, the successful bidder and others involved with the juvenile **must** follow state and federal guidelines and laws established for juveniles receiving special education services.
  - B. 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.
  - C. 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:
    - I. The juvenile **must** complete a formal application to the school for a waiver to enroll in an adult education program.
    - II. Prior to any further action, the juvenile **shall** be administered a Test for Adult Basic Education (TABE) or an official GED practice test.
    - III. The juvenile **must** earn a 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
    - IV. If all participants in the meeting agree that the juvenile's best option is to enter the GED program, then the juvenile, parent/guardian, and DYS Director of Education, or designee, **must** sign a written agreement.
  - D. 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. Successful bidder **shall** use the DYS re-enrollment form to move the juvenile back into general education and a respective juvenile staffing **shall** be held for students who were formerly special education.
  - E. 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.
2. Juveniles seventeen (17) or younger **will not** be considered for GED programming unless all of the following prerequisites have been met:
  - A. The juvenile is at least 16 years of age;
  - B. Permission is granted by the DYS Director of Education or designee
  - C. All requirements have been met;
  - D. One or more of the following circumstances exists:
    - I. Juvenile has less than twelve (12) credit hours
    - II. Requested by parents/guardians
3. For juveniles with IEPs who are committed to DYS, if the juvenile reaches age eighteen (18) while in DYS's physical custody, the successful bidder **shall** counsel the juvenile to determine graduate requirement and options. The committee **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. The final decision for a non-cognitively impaired student **shall** rest with the student.
4. Any juvenile receiving Special Education services **will** use his/her Individualized Education Plan (IEP) as a graduation guide. Transition planning **will** be initiated between the ages of sixteen (16) and

seventeen (17), in order to prepare the student for exit from a secondary education program to post-secondary life.

5. Fulfillment of the requirements set forth in the student's IEP constitutes the basis for graduation for special education juveniles.

#### **6.25 SPECIAL EDUCATION DUE PROCESS**

The successful bidder's principal, education supervisor, or designee **must** assure the forms required to comply with special education due process are maintained in the individual juvenile case files and electronically in Rite Track. The DYS Special Education Procedures Manual **will** include the required forms and procedures for completing the forms for training purposes.

1. Special education teachers **must** maintain their due process caseload folders according to DYS Special Education Unit guidelines.
2. Each folder **must** be ready for review upon request by DYS Special Education Unit, Arkansas Department of Education (ADE) Special Education Unit, federal monitors or other authorized personnel.
3. Special education teachers **shall** be aware of and adhere to all applicable timelines and **must** ensure compliance with special education due process procedures, including the required time frames.
4. The DYS Special Education Director will perform monthly audits (on site) of a successful bidder's Special Education records. The successful bidder **must** meet with DYS Special Ed Director monthly for the purpose of education audits.

## **SECTION 7 – THERAPY AND TREATMENT SERVICES**

DYS **shall** reserve the right to contract out separately any and all therapy and treatment with sixty (60) calendar day's written notice to the successful bidder. Successful bidder **shall** cooperate fully with DYS and any DYS authorized provider. Failure to cooperate with the transfer of service providers may be grounds for contract termination. These services are specified on the official price sheet as:

- Therapy and Treatment Services (Section 7 excluding 7.16 & 7.17)
- DNA Collection (section 7.14 & 7.15)
- Substance Abuse Treatment (Section 7.16)
- Sex Offender Treatment (Section 7.17)

In addition, successful bidder **must** coordinate through DYS for contact, request, issue notice, schedule, or coordination of any court hearing, review, or release of any juvenile's case or progress status.

### **7.1 TREATMENT PLACEMENT**

Successful bidder **shall**:

1. Have on file written authorization (RS-9) from DYS for each juvenile placed at the facility.
2. Accept every juvenile designated by DYS to reside at that facility. (Limited only by bed availability unless authorized by Assistant Director of Residential Operations).
3. Submit a written statement certifying, to the DYS Assistant Director of Residential Operations, in conjunction with their monthly billing by the tenth (10<sup>th</sup>) day of the following month that targeted program services have been provided in compliance with this RFP.
4. The successful bidder **shall not** release or relocate any juvenile without prior written approval from DYS Assistant Director of Residential Operations or designee.

### **7.2 TREATMENT REQUIREMENTS**

Successful bidder **must** provide the following:

1. Orientation to juveniles admitted to the facility in accordance with ACA Standards.
2. 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.
3. Request and receive approval from DYS on all extensions of LOS.
4. Cognitive and behavior management/modification based treatment and therapeutic services to address criminogenic risks/needs and adaptive adjustment to all juveniles. Utilize the DYS Initial Treatment Plan and implement, review, and update every thirty (30) days each individualized Master Treatment Plan.
5. Mental health, case management services inclusive at a minimum of assessment of client risks/needs, presenting problems, treatment plan awareness/progress monitoring, review and updating/documentation of juvenile treatment progress in consult with assigned therapist or counselor, coordination and collaboration of services delivery with DYS; with other stakeholders, and transition/discharge planning. Unless otherwise noticed or approved by DYS, develop and enter juvenile discharge summary no less than twenty-one (21) days from projected date of juvenile transfer/discharge.
6. Accommodate all juveniles admitted exclusively from DYS.
7. Juvenile substance abuse treatment and sex offender counseling with the intensity determined by the intake assessment, as well as intensive training provided by appropriately qualified/licensed trained personnel in anger management and victim's rights, and making healthy and positive conduct choices.
8. Maintain a log (in addition to logging all incidents into RiteTrack) documenting, in the form and manner required by DYS, all juvenile movement outside of the facility and any incidents which DYS policies, procedures and guidelines require to be reported. Log entries **shall**:
  - A. Denote time and be completed at least hourly;
  - B. Be continuous with no spaces between entries;
  - C. Contain accurate information;
  - D. Be written legibly in ink;

- E. Be dated and signed by the individual making the entry; and
- F. Be verified and signed by a supervisor at the end of each shift.
- 9. 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.
- 10. Encourage and sustain the involvement of the juvenile's parents/guardian in their juvenile's treatment planning by maintaining, at minimum, weekly contact with them to discuss the juvenile's needs, progress, and problem areas.
- 11. 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.
- 12. Document, in the form and manner required by DYS, all attempts (successful or unsuccessful) to involve the parents/guardian in visitation.
- 13. Submit a form for 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 the respective recommendation.

### 7.3 **MASTER TREATMENT PLAN**

Successful bidder **shall**:

- 1. Develop, implement, monitor, and submit to DYS within thirty (30) days of juvenile admission an individualized and measureable Master Treatment Plan designed to address the risks, needs, and specific presenting treatment issues of that juvenile as identified by the Multi-Disciplinary Staffing (MDS) and subsequent MDS clinical profile report.
- 2. The established Master Treatment Plan **will** consequently address the juvenile's identified treatment needs in a manner that is based on established treatment methodologies and as approved by DYS clinical director to be effective in reducing the incidence of repeated delinquent behavior.
- 3. Conduct and provide to DYS Intake and Case Management Unit, in the form and manner required by DYS, by 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. The progress report **shall** detail the juvenile's activities and progress toward meeting the behavioral and rehabilitative objectives specified in the juvenile's individualized treatment plan during the prior month
- 4. Submit a copy of the ITP 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 ITP and document in the juvenile's individual case file.
- 5. Provide services in accordance with a juvenile's ITP 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.
- 6. Implement a structured treatment and behavior modification program designed to reduce the rate of potential juvenile recidivism, and assist with successful reintegration to the community following discharge.
- 7. Meet the following outline the program objectives:
  - A. At least seventy five percent (75%) of the assigned juveniles successfully complete the program within an established length of stay range following admission.
  - B. At least eighty five percent (85%) of the assigned juveniles complete each of their master treatment plan objectives, interventions, and goals prior to leaving the program;
  - C. Failure to meet the objectives may result at a minimum a DYS program review and VPR with the ability to cure and up to contract cancellation.
- 8. Development and recording of the treatment plan **must** be documented in the juvenile's individual case file.
- 9. 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 **will** be authorized by DYS.

### 7.4 **RECREATIONAL ACTIVITIES**

Successful bidder **shall** require all juveniles, unless restricted by medical reasons, to participate in a recreation program that meets or exceeds ADE and ACA guidelines. Successful bidder's recreation program at the facility **must** include structured physical education, fitness and intramural sports activities, which **will** also take into consideration the recreational needs of disabled juveniles as required by state and federal laws.

#### **7.5 RELIGIOUS ACTIVITIES**

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

#### **7.6 TELEPHONE**

Successful bidder **shall**:

1. Ensure that juveniles are afforded the opportunity to call approved next of kin.
  - A. One (1) call per week not to exceed ten (10) minutes a call.
  - B. In emergency situations calls may be allowed by DYS up to one (1) call a day, four (4) calls a week, not to exceed ten (10) minutes a call.
2. Cover the expense for all calls.
3. Monitor or restrict calls as needed.

Juvenile contact to legal counsel or case workers **shall not** be hindered unless they present an adverse disruption to a juvenile's regimen of treatment or a serious disruption to the facilities order and security.

#### **7.7 VISITATION**

Successful bidder **shall** encourage and welcome family visits. Therapists and case managers **will** utilize visitation time as an opportunity to do progressive treatment intervention work with the entire family. Visits **must** be in accordance with ACA Standards. Visitation **shall** be monitored by direct care staff accompanying the juvenile during the visit. In cases of the use of a language interpreter providing services during visitation, successful bidder staff **must** remain with the juvenile and interpreter unless otherwise instructed for safety, security, or HIPAA purposes.

#### **7.8 MAIL**

Successful bidder **shall not** place limitation on the volume of mail juveniles receive except where there is clear and convincing evidence 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. Successful bidder **shall** monitor mail, by opening and reading correspondences, for safety and security procedures. Handling and regulation of juvenile mail **must** comply with applicable state and federal laws and ACA standards and DYS policy.

Unless otherwise determined by official facility procedures, case review, and/or other conditions for precaution; successful bidder **shall**:

1. Encourage juveniles to appropriately correspond with their family and friends.
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.

#### **7.9 TREATMENT PLANNING AND REVIEW**

Pursuant to DYS initial assessment, successful bidder **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.

The juvenile's assigned DYS Case Coordinator or Services Manager **will** 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. Juveniles subsequently assigned to the facility for treatment after admission, **will**



have their Master Treatment Plans (MTP) completed by their assigned therapist, case manager, medical and education staff, and the assigned DYS Case Tracker. Input on completion of a juvenile's treatment plan **will** also be solicited from the juvenile's parent or guardian.

For juveniles completing the DYS commitment:

1. Each juvenile should have no unexcused absences (AWOL) from the educational and vocational programs;
2. At least eighty-five percent (85%) of the juveniles who have three (3) or more major incident reports, as defined by DYS Incident Reporting Policy, within sixty (60) calendar days of their projected discharge date **shall** be evaluated on their readiness for release.

#### **7.10 MEDICAL SCREENING**

Successful bidder **shall** within 24 hours of in-take of juvenile conduct a general medical and dental exam in compliance with DYS & ACA standards at in-take and as a continuum of care and safety procedure. Exam results **must** be documented in the individual juvenile's records both at the facility and in Rite Track.

#### **7.11 CLASSIFICATION/HOUSING**

Successful bidder **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, gender, 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 delinquency history and background
5. Juvenile's attitude upon admission
6. Past involvement in assaultive or aggressive behavior, sexual misconduct, or demonstrated emotional disturbance.

#### **7.12 CLINICAL AND SOCIAL SERVICES**

Successful bidder **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 members of society following their release from the facility.

At a minimum, successful bidder's psychologist and other mental health staff **shall** provide thorough treatment planning, treatment services, treatment review, family and individual treatment needs identified in the ITP documented updates, and all other appropriately necessary clinical services for juveniles; while addressing their needs through crisis intervention services and other therapeutic approaches.

#### **7.13 STAFF/JUVENILE INTERACTION**

Successful bidder's direct care staff **shall** participate in meaningful interaction with juveniles. Staff **must** be trained in the program's philosophy and treatment approach, the behavior management system and effective communication, redirection, and problem solving skills. Structured interaction with juveniles may involve non-licensed staff meeting individually with juveniles to provide opportunities for discussion as well as support and guidance. 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. Successful bidder **shall** provide teaching on life skills topics and **shall** work with other DYS contractors in this process. Successful bidder **must** adhere to ACA Standards and develop policies that 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.

#### **7.14 DNA COLLECTION**

The successful bidder **shall** act as a Primary DNA service provider (in which samples are taken in accordance with Arkansas State Crime Lab) until notified by DYS Assistant Director of Residential Operations; then the facility **shall** serve as a secondary DNA sampler for DYS as required by DYS

residential staff. DNA samples **shall** only be pulled from juveniles who are committed to DYS custody and qualify under the requirements of Arkansas Code Annotated §9-27-357 and any applicable DYS policies, procedures, or guidelines, any other applicable laws concerning adjudicated juveniles. A DNA log book with Individual juvenile case number as assigned by DYS electronic file system **must** be created and kept at the facility with restricted access to successful bidder's executive and senior medical members and DYS staff as directed by DYS. DNA collection costs **must** be listed on the specified line item on the Official Price Sheet.

#### **7.15 DNA SAMPLES**

DNA samplings **shall**:

1. Only be performed when legislatively mandated at the facility the juvenile is initially assigned. If a sample is requested for a reason other than mandated in Arkansas Code Annotated §9-27-357 the DYS Residential Director **must** be notified via electronic mail within 1 (one) hour of the request and receive approval for sample.
2. **ONLY** be performed by personnel that are selected and trained in accordance with the State Crime Lab DNA sampling procedures.
3. **ONLY** be performed at the Alexander Facility once it is directed by DYS of performing DNA sampling.
4. **Not** be requested by a private provider.
5. **Not** occur at any other facility without the express authorization of the DYS Assistant Director of Residential Operations.
6. Only occur after the juvenile's identity is confirmed by successful bidder's senior medical staff via DYS approved photo ID.
7. Only be sampled for reasons set forth in Arkansas Code Annotated §9-27-357 and any other applicable laws concerning adjudicated juveniles.
8. Be delivered to the State Crime Laboratory by the successful bidder according to DYS procedure and in accordance with rules promulgated by the State Crime Laboratory. A tracking number **must** be recorded in the DNA logbook.

#### **7.16 SUBSTANCE ABUSE TREATMENT**

Substance abuse treatment costs **must** be listed on the specified line on the Official Price Sheet. Chemical/Substance abuse treatment programs **must** be reviewed and approved by DYS prior to implementation. Successful bidder **shall**:

1. Provide a comprehensive chemical/substance abuse assessment inclusive of interview, observation, and collection of collateral information of juvenile chemical/substance abuse history and behavior.
2. Provide Chemical and Substance Abuse counseling and treatment plan services by a qualified substance abuse Counselor or Therapist.
3. Provide 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. Provide a program which affords a comprehensive and integrated treatment approach to the individual juvenile's medical, psychiatric/psychological, family structure, and overall needs.
5. Provide a program secure and structured milieu of daily activities, services, and supervision inclusive of behavior management, intervention, limit setting, processing of issues, and redirection of juvenile resistance, acting out, or disruptive behavior.
6. Provide treatment program and rehabilitative services which include relapse prevention training, discharge/transition planning, aftercare planning, and referrals to community resources.

#### **7.17 SEX OFFENDER TREATMENT**

Sex offender treatment costs **must** be listed on the specified line on the Official Price Sheet. Successful bidder **shall**:

1. Provide sex offender specific therapy and treatment plan services by a qualified sex offender therapist or counselor.
2. 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.

## **SECTION 8 – MEDICAL TREATMENT**

DYS **shall** have the right to contract the following services to other providers without the approval of the contractor. If DYS invokes this language, then the daily bed rate **will** be reduced in proportion to the contract cost eliminated from the contract resulting from this RFP as indicated in the contractor's price proposal associated with RFP. DYS **will** give the contractor a sixty (60) calendar day written notice of intent to invoke this clause.

### **8.1 GENERAL**

The successful bidder **shall**:

1. Provide 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.
2. Provide healthcare (onsite or offsite) for each juvenile as part of the daily bed rate cost.
3. Provide transportation to any necessary care provided away from the facility. DYS **must** approve any services that will be performed offsite prior to the treatment being performed, except in emergency situations.
4. Perform health screenings of each juvenile upon admission or readmission to identify any immediate health needs or concerns. Juveniles who have had these screenings from another provider within the last twelve (12) months need not have another screening if those files are still available.
5. Keep hard copies of the health screening for all juveniles at the facility and enter in the juvenile's electronic file.
6. Only request reimbursement for invoices that are not covered in the general daily healthcare services that are included in the daily bed rate cost.
7. Invoices to be reimbursed by DYS **must** be received by the successful bidder not more than six (6) months after the treatment date of service.
8. Be responsible for all medical, dental, and mental health program expenses of the juveniles at point of use, and **must** send the invoices to DYS within sixty (60) calendar days of receipt.
9. Make every effort to ensure that all medical, dental, and mental health services are secured from an Arkansas Medicaid approved provider and that charges for services shall be at the Arkansas Medicaid approved rates.
  - A. If an Arkansas Medicaid provider is unavailable the successful bidder **must** make every effort to seek a provider that will provide services at the Arkansas Medicaid rates.
  - B. If Arkansas Medicaid rates are not possible, successful bidder **must** request a waiver and receive DYS prior approval. Successful bidder **must** document the effort taken to secure Medicaid providers and rates prior to requesting Medicaid waiver.
  - C. In emergency medical situations the successful bidder is not required to use Medicaid providers, Medicaid rates, DYS waiver, and approval.
10. Maintain a hard copy at the facility of medical records, in accordance with State and Federal law and DYS policy, for each juvenile, ensuring that all needed treatment and care has been provided.
11. Order medications through a licensed pharmacist, and store them in a secured location that meets ACA and Department of Health (DOH) standards.
12. Ensure that any medications required by juveniles are administered and monitored by qualified health trained or licensed medical personnel.
13. Have in place a Policies and Procedures Manual that **must** provide detailed instructions on storing, dispensing, logging and disposal of all medications in accordance with DOH regulations.
14. Maintain a medication dispensing log that **shall** be reviewed at the beginning of each shift by the successful bidder's designated medical staff, and a log **must** be kept of these inspections as well.
15. Ensure that pharmaceutical needs are purchased in seven (7) calendar day supplies when the medication is highly cost prohibitive in accordance with Medicaid guidelines. These guidelines can be viewed at: <https://www.medicaid.state.ar.us/InternetSolution/Provider/docs/docs.aspx>
16. Ensure the use of the most cost effective type of the prescribed pharmaceutical need and the transfer to a more cost effective type when one becomes available. (e.g. generic vs. brand name)

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17. Ensure all emergency medical bills are accompanied by an accurate incident report in RiteTrack. Any emergency medical bill without an accurate incident report may be refused reimbursement by DYS until an incident report is entered in accordance with DYS reporting policy.
18. Provide all medical records for audit by DYS on demand.

**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>

<https://www.medicaid.state.ar.us/InternetSolution/Provider/docs/physicn.aspx>

## **SECTION 9 – STAFFING**

### **9.1 GENERAL**

1. The successful bidder **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 the DYS standards and policies listed in the reference library.
2. The successful bidder **must** ensure that any licensed professional whether employee or subcontractor **shall** only provide services for the juveniles within their respective licensure.
3. DYS **shall** have the right to remove any personnel at the facility from their position at any time for any reason to be replaced with personnel having the same or better qualifications.
4. 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)

### **9.2 SELECTION/BACKGROUND INVESTIGATIONS**

1. Prior to beginning any employment which requires physically or verbally interacting with juveniles, successful bidder **shall** have on file at each facility they operate, a background investigation that meets or exceeds the criminal background check requirements of Arkansas Code Annotated § 21-15-101 et seq. for each of the following that work at the facility:
  - A. Employees
  - B. Consultant
  - C. Sub-contractor employees
  - D. Vendors
  - E. Volunteer workers
2. In addition to criminal background investigation reports, successful bidder **must** maintain a file for each employee that includes copies of all current licenses and/or certifications required to perform essential job functions. One completed fingerprint card **must** also be kept in the employee's file.
3. All candidates for employment at the facility **will** undergo comprehensive pre-employment screening , conducted by the successful bidder, including, but not limited to:
  - A. Compliance with Arkansas Code Annotated § 21-15-101 et seq. 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.
  - B. A check of the Child and Adult Abuse Central Registries for the name of the prospective employee who will work at the facility. Should a prospective employee's name appear on either registry, successful bidder **shall not** employ that person in any capacity at the facility. All such information, including the name of the prospective employee and his or her social security number, **will** be reported to DYS within five (5) working days of obtaining the information.
  - C. Compliance 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. All prospective employees at the facility **must** submit to and pass a drug screening.
  - D. Compliance 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 who has contact with juveniles **shall** obtain a certificate of health or documented results of tuberculosis screening as outlined in the Arkansas Tuberculosis Control Manual.

### **9.3 ESSENTIAL PERSONNEL**

Essential personnel is 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. Successful bidder **shall**:

1. Designate essential personnel position classifications.

2. Develop and administer a policy that specifies conditions of employment.
3. Have in place a policy which at a minimum sets forth the requirements that essential personnel **must**:
  - A. Remain on duty until relieved by a supervisor;
  - B. Be available to work a regular schedule regardless of weather conditions or emergency situations that may exist in the community or in the facility;
  - C. Be subject to recall to the facility during times other than regularly scheduled shifts; and,
  - D. Be subject to modification or elimination of scheduled vacation time or recall from vacation.
4. Ensure persons interviewed for positions classified as essential sign an agreement that they understand and agree to these conditions of employment.

#### 9.4 **KEY PERSONNEL AND SERVICES**

The following employees or subcontractors of the successful bidder **shall** be Key Personnel at each facility:

1. Facility Administrator
2. Assistant Facility Administrator
3. Therapist
4. Psychologist
5. Other Mental Health Staff (i.e. counselors, administrative and clinical employees, etc.)
6. Case Managers
7. Security Manager
8. Teachers
9. Certified Guidance Counselor
10. Food Service Manager

#### 9.5 **FACILITY ADMINISTRATOR**

1. The Facility Administrator **shall** be an experienced juvenile justice facilities administrator who is, or **shall** become knowledgeable of DYS's activities and who **shall** act as the primary liaison between successful bidder and DYS.
2. DYS **shall** have the right to interview and approve the Facility Administrator selected by the successful bidder to operate the facility. Successful bidder Facility Administrator **shall** have overall responsibility for directing all of successful bidder's activities hereunder, and **will** be vested with all necessary authority to fulfill that responsibility.

#### 9.6 **STAFFING LEVELS (MINIMUM)**

Successful bidder **must**:

1. Maintain the staffing levels of the professional specialists including, but not limited to, therapists, teachers, dieticians, medical, mental health and dental staff that allows the successful bidder to provide unimpeded services to assigned juvenile population outlined in this RFP.
2. Comply with the American Correctional Association (ACA) Ratified Standards for JCF or JTF (depending upon DYS's designation of that facility). Accordingly, all non-mandatory and mandatory ACA standards **must** be met.
3. Provide a campus wide, direct care staff and youth care workers staff-to-juvenile ratio of at least one to eight (1:8) during the day and one to ten (1:10) at night.
4. Ensure that the staffing levels at the facility do not fall below levels for the ACA staffing categories:
  - A. All Offender Supervision Staff (daily direct care) 95%
  - B. Professional Specialists 90%
  - C. Support Staff 75%
  - D. Administrative & Management Personnel 85%
  - E. Clerical/Support 75%
5. Provide, awake, staff twenty-four (24) hours per day, seven (7) days per week in sufficient numbers to ensure continuous supervision of juveniles.
6. Maintain a full staff by filling any vacancies within forty-five (45) calendar days of the position becoming vacant.

- A. All vacancies **must** be documented and the Assistant Director of Residential Operations or designee notified monthly.
7. Ensure that all juveniles are visually monitored through room checks at least every fifteen (15) minutes.
  - A. 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.
  - B. Logs **must** be available for review upon demand to DYS.

#### 9.7 **ETHICS AND COMPLIANCE**

Successful bidder's policies and procedures for the facility **must** detail Employee Standards of Conduct and Code of Ethics. The successful bidder **must** submit to DYS a current copy of the successful bidder's Employee Standards of Conduct and Code of Ethics within thirty (30) calendar days following award, which **must** be approved by DYS.

#### 9.8 **TRAINING**

Successful bidder **shall** implement training procedures and provide initial and ongoing role-specific training to all staff in addition to the ongoing training required by ACA. Successful bidder **must** maintain documentation of all training in the employee's personnel file and provide to the DYS upon request.

Successful bidder **must** maintain a hard copy and electronic copy of annual updates of this staff training inclusive of training materials used, dates such training was conducted, and the names of staff in attendance.

**Prior to having any contact with juveniles**, successful bidder **must** verify that all job related trainings and applicable certifications as listed below have been obtained by all direct care staff:

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

**Within thirty (30) calendar days following hiring and every six (6) months 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 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. Infection control/Blood borne pathogens
5. Communication skills
6. Sexual harassment/abuse/child abuse/PREA
7. PREA compliant Human and gender diversity
8. Stages of an adolescent development and behavior
9. Adolescent behavior specific to the population served

10. Mental health and substance abuse services
11. Knowledge of trauma's impact on behavior
12. Behavior management and behavioral intervention techniques
13. Gang culture awareness

Staff **must** complete any and all additional training necessary to ensure that all required licenses and certificates remain current and in good standing.

Successful bidder **must** maintain a hard copy of accurate individual employee training records at the facility and these **must** be made available to DYS as requested.

Facilities that provide specialized treatment to sex offenders, pregnant juveniles and young mothers, juveniles with developmental disabilities, or juveniles with identified substance abuse or mental health needs **shall** provide specialized training to direct care staff on the special needs population for whom they are charged with providing services.

#### **9.9 VOLUNTEERS**

Successful bidder **shall** allow the opportunity for outreach services to interact with the population. Outreach organizations **must** have an annual letter of recommendation sent to DYS Clinical Director from the facility administrator. Requests for outreach interaction **must** be made by the successful bidder to DYS prior to any interaction with the juveniles. All members of the outreach organization that will have contact with the juveniles **must** meet the same security checks as a perspective employee. All outreach organizations **shall** be given the same referral consideration.

#### **9.10 EDUCATION PERSONNEL**

1. The successful bidder **must** provide copies of education personnel licenses/certificates to the DYS Director of Education at the beginning of each school year.
2. Within ten (10) calendar days of a change in personnel, either in addition or deletion, the successful bidder **must** provide the DYS Director of Education the license of the new personnel or notification of staff no longer employed by the successful bidder.
3. Teachers **must** be certified in the courses they are teaching unless ADE has granted a waiver or Additional Licensure Plan (ALP) and it is on file in the DYS Education office.
4. The successful bidder **must** ensure that only licensed teachers **shall** provide instruction for courses rendering credit toward graduation.



## **SECTION 10 - REPORTING**

The successful bidder **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. The following reports **must** be provided to DYS in a format as specified or approved by DYS.

### **10.1 ANNUAL REPORTS**

The successful bidder **shall** annually submit to DYS, via electronic mail, a written summary that includes measurable results of the requirements specified in this solicitation must be submitted to the DYS Audit and Compliance Section no later than thirty (30) calendar days prior to the end of each contract period.

### **10.2 QUARTERLY REPORTS**

The successful bidder **shall** submit quarterly, via electronic mail:

1. A census report to the DYS Clinical Director in accordance with a schedule issued by the DYS Clinical Director.
2. An educational services budget and quarterly expenditure report to the Assistant Director of Residential Operations according to a schedule and format established by the DYS.

### **10.3 MONTHLY REPORTS**

The successful bidder **shall** submit monthly, via electronic mail, to the DYS Assistant Director and DYS Clinical Director a report for the following:

1. The total number of juveniles on psychotropic medications. Highlight and explain increase/decrease of 10% or greater.
2. All incidents where individually identified juveniles who receive minor and/or major injuries (Juvenile to Staff, Staff to Juvenile, and Juvenile to Juvenile) identified by DYS Incident Reporting Policy.

### **10.4 FINANCIAL REPORTING**

Successful bidder **shall** prepare and provide to DYS according to generally accepted accounting procedures (GAAP) and DYS policy and procedure all required financial documents including:

1. The facility annual budget
  - A. Submitted within one hundred twenty (120) calendar days following the end of the contract year.
2. Record of income and expenses (annually)
  - A. Submitted via electronic mail to the DYS CFO on or before May the 31<sup>st</sup> of each year.
3. Annual independent financial report which **must** be:
  - A. Certified by a Certified Public Accountant (CPA)
  - B. Submitted within one hundred twenty (120) calendar days following the end of the contract year.
4. Any other fiscal management reports deemed appropriate by DYS and in compliance with ACA standards. These reports **must** be delivered according to the DYS specified timeframe and method.

### **10.5 EDUCATION REPORTING**

Successful bidder **shall**:

1. 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.
2. Report, via electronic mail, to DYS Director of Education an itemized list of all expenditures within forty-five (45) calendar days of end of the fiscal quarter of funds disbursement.
3. The successful bidder **shall** complete the necessary documents for submittal to ADE as directed by DYS and in accordance with ADE guidelines.
4. Cooperate with any additional reporting requirements determined by ADE for any reason. Failure to cooperate with ADE reporting requirements may be grounds for immediate contract termination.

**10.6 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 successful bidder **shall** support these requests for ad-hoc reports in a manner and format required by DYS.

## SECTION 11 – REIMBURSEMENT

### 11.1 **MEDICAL REIMBURSEMENT**

In order for medical, dental, or mental health invoices that are not part of the proposed bed rate cost, to be considered for reimbursement by DYS, the following criteria **must** be met:

1. The treatment meets all the criteria set forth in the Medical Treatment section of this solicitation.
2. The successful bidder or medical provider has first attempted to bill the client's private insurance or Medicaid, if applicable.
3. Every effort was made to obtain all necessary medical, dental and mental health services were secured from a Medicaid provider located in the State of Arkansas and that charges for those services were billed at the Medicaid approved rates.
4. DYS **will not** reimburse for medications that are available over-the-counter, with or without a prescription.

**Note:** Some medical costs are associated with the bed rate and are not considered as a medical reimbursement. They **shall** include but are not limited to the following: physician on-call services, travel, and physician retainer.

DYS **shall** have the right to utilize the State's pharmaceutical contract with program changes. Should DYS decide to utilize the State contract, successful bidder **shall not** continue to request reimbursement for pharmaceuticals.

DYS **shall** have the right to seek review and process payments of all services provided through the DHS Medicaid Management Information System (MMIS) payment system.

DYS **shall** have the right to deny reimbursement of any and all medical invoices presented to DYS that do not meet the criteria listed in this solicitation.

### 11.2 **MEDICAL INVOICES**

Prior to reimbursement the successful bidder **must** complete the medical invoice reconciliation process, a health insurance claim form, super bill, or invoice **must** be provided. The successful bidder **must** submit documents to DYS Accounts Payable that include the following:

1. Patient name;
2. Date of service;
3. Facility/location where service was performed;
4. Medicaid Current Procedural Terminology (CPT) code(s) and Evaluation & Management (E/M) code(s) (For example, was it a consultation, office visit, facility visit, hospital visit, medication management, physical exam, referral, etc.);
5. Amount charged per CPT code and E/M code;
6. Doctor's name and signature; and
7. Cleared checks proving payment of the expense.

DYS Chief Financial Officer or designee **will** determine if a bill should be governed by the medical billing sections of this RFP if there is a dispute. The successful bidder **shall** be solely responsible for obtaining supporting documentation of services rendered which **shall** accompany respective bills submitted for reimbursement and providing it to the DYS Chief Financial Officer via electronic mail.

All supporting financial and billing records **must** be maintained by the provider in an orderly manner that is made available, via electronic mail to DYS Chief Financial Officer staff upon request.

**11.3 EDUCATION COMPENSATION**

Successful bidder **will** receive quarterly payments for education services, including special education to juveniles who have been placed in juvenile treatment centers in the DYS System of Education.

DYS **will** make quarterly payments using funds received by the Arkansas Department of Education (ADE) Serious Offender Program funding or other available state funds.

Education Quarterly Compensation = (General Education Cost) + (Education Staff Cost) + (selected Vocational Programs Cost) / 4

**11.4 EDUCATION REIMBURSEMENT TITLE I**

Successful bidder will receive reimbursement for Title I, Part D associated expenditures. The annual allotment is derived by Arkansas Department of Education (ADE). The distribution **will** be based on the previous year's October 1 census. Each facility **must** complete an ADE application along with a budget and submit to DYS Director of Education for approval. The successful bidder **shall** cooperate and assist with completing the necessary documents for submittal to ADE. The application and budget **must** be approved by ADE prior to submitting a reimbursement request.

Any expenditure determined unallowable by ADE **shall** be subject to recoupment. Failure to reimburse DYS for unallowable expenditure may result in delayed/reduced payment and up to contract termination.

## **SECTION 12 – SUBMISSION REQUIREMENTS**

### **12.1 PROPOSAL SUBMISSION OVERVIEW**

The Office of State Procurement has established the following minimum criteria to be included in submitted proposals. Vendor should respond to each item in Section 12.3 to ensure a complete proposal submission for evaluation. Unless a specific response is requested/required, vendor **should not** respond with narrative to items prior to Section 12.3 unless A) stating acknowledgement, agreement, or compliance, or B) taking exception to a non-mandatory requirement.

After submitted proposals are determined to meet minimum requirements by the Office of State Procurement, an impartial evaluation committee established by DYS will evaluate and assign points to the Technical Proposal in accordance with the criteria specified within this document.

### **12.2 PROPOSAL REQUIREMENTS**

Respondent **must** specify in proposal submission for items in section 12.3 which services will be provided by a subcontractor and the name of the subcontractor and their key personnel.

The respondent (and any subcontractors offering services) **must** disclose in the proposal their involvement in any litigation that could affect the project or contract.

The respondent **must** identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. A statement of any assignments or contractual obligations that could affect this work **must** be included. Respondent **must** identify any contract termination(s) that have occurred or that were initiated by either party.

NOTE: This information (12.2) will be kept on file but **not** used in evaluation.

### **12.3 PROPOSAL FORMAT**

The original proposal and all copies should be indexed and tabbed with the sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference.

Respondents should not include ancillary information including promotional/marketing information or anything not directly responsive to the RFP in the Technical Proposal or as attachments to the proposal.

**COST PROPOSAL MUST BE SUBMITTED SEALED SEPARATELY FROM THE TECHNICAL PROPOSAL. ANY REFERENCE TO COST(S) INCLUDED WITH THE TECHNICAL PROPOSAL WILL RESULT IN OFFEROR'S PROPOSAL BEING REJECTED.**

<b>Cover Sheet</b>	
The Cover Sheet should be the first page of the RFP.	
<b>Table of Contents</b>	
The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.	
<b>Information for Evaluation per Section</b>	<b>% weight</b>
<b>Section 2 – SPECIFIC REQUIREMENTS</b>	<b>5%</b>

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1. Describe the methodology proposed to ensure each of the objectives in this section of the RFP. <i>Maximum score available = 5 points</i>	
2. Detail past histories and experiences in fulfilling requirements similar to those in this section. <i>Maximum score available = 5 points</i>	
3. Describe your company's experience implementing an electronic information management system that provides data entry, storage, tracking, and reporting capabilities for all custody and non-custody juveniles. <i>Maximum score available = 5 points</i>	
4. Provide written explanations for all Corrective Action Plans and their resolutions per incident in which the vendor was involved in the past five (5) years. <i>Maximum score available = 5 points</i>	
<b>Section 3 – IMPLEMENTATION</b>	10%
1. Describe your companies past experience in working with ACA, detailing any positive and/or negative experiences in securing and/or maintaining accreditation. <i>Maximum score available = 5 points</i>	
2. Describe the process proposed to ensure that all 18-21 year old juveniles have no sustained interactive contact with any younger juveniles. Include a sample of a log book that may be used to document any time phasing or shared areas with the older and younger population. <i>Maximum score available = 5 points</i>	
3. Provide a sample policy manual that encompasses the requirements listed in this section. <i>Maximum score available = 5 points</i>	
4. Describe the methodology proposed to ensure the rights of juveniles are observed under Arkansas state law, Federal law, ACA regulations, and ADE regulations including but not limited to HIPAA, IDEA, FERPA, 504 and PREA. Include a sample of any/all handouts that may be used. <i>Maximum score available = 5 points</i>	
5. Describe the programs and services proposed that address the unique treatment of the female juveniles in the program. <i>Maximum score available = 5 points</i>	
6. Describe the methodology proposed for information sharing. Include past experiences in working with community-based providers. <i>Maximum score available = 5 points</i>	
7. Describe the methodology proposed in the development and execution of aftercare plans for juveniles. <i>Maximum score available = 5 points</i>	
8. Describe the process proposed to track and maintain assets/inventory at the facility including the process to discourage pilferage and destruction of DYS property. <i>Maximum score available = 5 points</i>	
<b>Section 4 – FACILITY USAGE</b>	5%
1. Describe the methodology proposed to provide and maintain a functional library (coordinated media program) that will support juvenile's academic assignments, personal interests, and other developmental or life skills resources which are appropriate for juvenile educational, informational. And recreational activities involvement. <i>Maximum score available = 5 points</i>	
2. Describe the methodology proposed to maintain a media center in each dormitory of the facility. <i>Maximum score available = 5 points</i>	
3. Provide a sample food service plan, policy, procedure and practice document that complies with ADE, ACA and DOH standards and regulations. Include a sample menu for one (1) month with options for special dietary needs/restrictions. <i>Maximum score available = 5 points</i>	
4. Describe the methodology proposed to comply with the requirements for operation and maintenance of vehicles used in this project. <i>Maximum score available = 5 points</i>	
5. Describe the methodology proposed to provide facility maintenance and repair including the processes proposed to ensure the facility and grounds will be in the same condition, or better, as on the initial date of	

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a resulting contract. <i>Maximum score available = 5 points</i>	
<b>Section 5 – SAFETY AND SECURITY</b>	<b>15%</b>
1. Describe the processes and procedures proposed to supply security and control throughout the facility. Include a sample of the policy and procedures that may be used in a resulting contract. <i>Maximum score available = 5 points</i>	
2. Describe your company's experience in successful rehabilitation of juvenile offenders in the last three (3) years. (Do not include DYS programs) <i>Maximum score available = 5 points</i>	
3. Describe the processes proposed to comply with Arkansas Code Annotated § 12-12-507. Provide examples of past experiences handling child abuse situations and the outcomes of these events. <i>Maximum score available = 5 points</i>	
4. Describe the process proposed in transporting of juveniles. Provide a sample of a transportation log that may be used in compliance with this solicitation. <i>Maximum score available = 5 points</i>	
5. Describe the processes proposed to discourage AWOL of a juvenile and the processes proposed in the event AWOL of a juvenile occurs. <i>Maximum score available = 5 points</i>	
6. Describe the processes proposed to adhere to electronic monitoring cooperation and any past experiences had with the use of electronic monitoring. <i>Maximum score available = 5 points</i>	
7. Describe the methodology proposed to discourage bullying and encourage juveniles to report bullying. Include, also, processes proposed to meet the reporting requirements for bullying. <i>Maximum score available = 5 points</i>	
8. Describe the methodology proposed to eliminate sexual assaults against juveniles using PREA standards. Include, also, processes proposed to meet the reporting requirements for PREA. <i>Maximum score available = 5 points</i>	
9. Describe the methodology proposed to prevent suicide at the facility. Provide a sample procedure that may be used in compliance with DYS policies and procedure section 5150. <i>Maximum score available = 5 points</i>	
10. Provide a sample emergency contingency plan that may be used in compliance with this solicitation that meets or exceeds ACA standards and DYS policy. <i>Maximum score available = 5 points</i>	
11. Describe the processes proposed to maintain a clean, sanitary, organized, safe, and secure facility. Include, also, processes proposed to meet the reporting requirements for sanitation and hygiene. <i>Maximum score available = 5 points</i>	
<b>Section 6 – EDUCATION</b>	<b>15%</b>
1. Describe the methodology proposed to ensure each of the objectives in this section of the RFP. <i>Maximum score available = 5 points</i>	
2. Detail past histories and experiences in the successful education of juvenile offenders in the last three (3) years. (Do not include DYS programs) <i>Maximum score available = 5 points</i>	
3. Provide a sample of the General Education and Special Education Curriculum <i>Maximum score available = 5 points</i>	
4. Computer Programing/Repair: A. Describe the vocational program proposed <i>Maximum score available = 5 points</i> B. Provide a sample course curriculum, timeline for completion, a list of materials needed, and a list of provided equipment. <i>Maximum score available = 5 points</i> C. Include also a geographical employment prospects and industry standard average salaries. <i>Maximum score available = 5 points</i>	

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<p>D. Describe also the expected outcomes to the program (e.g. industry certification, degree, or vocational certificate). <i>Maximum score available = 5 points</i></p>	
<p>5. Welding: A. Describe the vocational program proposed <i>Maximum score available = 5 points</i> B. Provide a sample course curriculum, timeline for completion, a list of materials needed, and a list of provided equipment. <i>Maximum score available = 5 points</i> C. Include also a geographical employment prospects and industry standard average salaries. <i>Maximum score available = 5 points</i> D. Describe also the expected outcomes to the program (e.g. industry certification, degree, or vocational certificate). <i>Maximum score available = 5 points</i></p>	
<p>6. Machinery and Transportation Equipment Manufacturing: A. Describe the vocational program proposed <i>Maximum score available = 5 points</i> B. Provide a sample course curriculum, timeline for completion, a list of materials needed, and a list of provided equipment. <i>Maximum score available = 5 points</i> C. Include also a geographical employment prospects and industry standard average salaries. <i>Maximum score available = 5 points</i> D. Describe also the expected outcomes to the program (e.g. industry certification, degree, or vocational certificate). <i>Maximum score available = 5 points</i></p>	
<p>7. Food Manufacturing: A. Describe the vocational program proposed <i>Maximum score available = 5 points</i> B. Provide a sample course curriculum, timeline for completion, a list of materials needed, and a list of provided equipment. <i>Maximum score available = 5 points</i> C. Include also a geographical employment prospects and industry standard average salaries. <i>Maximum score available = 5 points</i> D. Describe also the expected outcomes to the program (e.g. industry certification, degree, or vocational certificate). <i>Maximum score available = 5 points</i></p>	
<p><b>Section 7 – THERAPY AND TREATMENT SERVICES</b></p>	<p>15%</p>
<p>1. Describe the methodology proposed to provide treatment to assigned juveniles including the processes proposed to meet or exceed the requirements for the Master Treatment Plan and Treatment Planning and Review. <i>Maximum score available = 5 points</i></p>	
<p>2. Describe your company's experience with the treatment and rehabilitation of juvenile offender concepts, such as the respondent's philosophy of care on individualized rehabilitation services, trauma-informed interventions, restorative justice, and a family-centered approach to residential treatment <i>Maximum score available = 5 points</i></p>	
<p>3. Describe the methodology proposed to offer the opportunity for juveniles to practice their religious faiths and to participate in religious activities. <i>Maximum score available = 5 points</i></p>	
<p>4. Describe the procedures proposed to encourage and welcome family visits and the processes proposed to monitor visits. <i>Maximum score available = 5 points</i></p>	
<p>5. Describe the procedures proposed to ensure juveniles are afforded the opportunity to call approved next of kin and the processes proposed to monitor or restrict calls. <i>Maximum score available = 5 points</i></p>	



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<p>6. Describe the procedures proposed to encourage juveniles appropriately correspond with their family and friends. Include the processes proposed to monitor the correspondences and the assist juveniles who lack the educational ability to write or read letters. <i>Maximum score available = 5 points</i></p>	
<p>7. Provide a sample of housing classifications that may be used to fulfill the requirements of the solicitation. <i>Maximum score available = 5 points</i></p>	
<p>8. Describe the methodology proposed to create and maintain a safe, therapeutic, and humane environment. Include the processes proposed for direct care staff to have meaningful interaction with juveniles that will help the juveniles to become successful individuals. <i>Maximum score available = 5 points</i></p>	
<p>9. Describe the procedures proposed for DNA collection, tracking, and DYS notification. Include a sample logbook. <i>Maximum score available = 5 points</i></p>	
<p>10. Describe the substance abuse treatment program proposed to fulfill the requirements of section 7.16. <i>Maximum score available = 5 points</i></p>	
<p>11. Describe the sex offender treatment program proposed to fulfill the requirements of section 7.17 <i>Maximum score available = 5 points</i></p>	
<p><b>Section 8 – MEDICAL TREATMENT</b></p>	<p>15%</p>
<p>1. Describe the extent in which general medical, dental, wellness therapy, or mental health care will be provided. <i>Maximum score available = 5 points</i></p>	
<p>2. Describe the procedures proposed to ensure services are provided and documentation/ reporting requirements are fulfilled. <i>Maximum score available = 5 points</i></p>	
<p><b>Section 9 – STAFFING</b></p>	<p>5%</p>
<p>1. Provide a copy of the proposed organizational chart for each facility. <i>Maximum score available = 5 points</i></p>	
<p>2. Provide the following information for all Key Personnel: Name, Title, Experience, Resume, Certificates and Licensure and Length of time with company. <i>Maximum score available = 5 points</i></p>	
<p>3. Describe the methodology proposed to provide and maintain the minimum staffing levels required in the solicitation. <i>Maximum score available = 5 points</i></p>	
<p>4. Describe the methodology proposed to facilitate the referral process of volunteer/outreach programs and encourage volunteer/outreach programs to interact with the population. <i>Maximum score available = 5 points</i></p>	
<p><b>Section 10 – REPORTING</b></p>	<p>10%</p>
<p>1. Describe the methodology proposed to fulfill the requirements in this section of the RFP. <i>Maximum score available = 5 points</i></p>	
<p>2. Include samples of new or existing reports that may be used in accordance with the reporting listed. <i>Maximum score available = 5 points</i></p>	
<p><b>Section 11 – REIMBURSEMENT</b></p>	<p>5%</p>
<p>1. Describe the methodology proposed to ensure each of the objectives in this section of the RFP. <i>Maximum score available = 5 points</i></p>	
<p>2. Detail past histories and experiences in fulfilling requirements similar to those in this section. <i>Maximum score available = 5 points</i></p>	

### **SECTION 13 – SELECTION CRITERIA**

#### **13.1 GENERAL INFORMATION**

- A. After initial qualification of proposals for mandatory requirements, technical responses will be evaluated and scored by a committee appointed by the Agency.
- B. Submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that subjective judgments **must** be made by the evaluation committee during the assignment of rating points.
- C. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

#### **13.2 TECHNICAL PROPOSAL SCORE**

- A. Proposals which meet mandatory requirements will be scored for technical content.
  1. The Raw Score for the Technical Proposals will be established by using the criteria and scoring specified in Section 12.
  2. Each sub-section in Section 12 has been weighted as shown in the following table. The vendor's weighted score for each sub-section will be determined using the following formula:

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

- A = Actual raw score for sub-section
- B = Maximum raw score possible for sub-section
- C = Maximum weighted score possible for sub-section
- D = Weighted score for technical received

3. Weighted scores for sub-sections in Section 12 will be totaled together to determine the overall score for the technical proposal.

<b>Section</b>	<b>B. Maximum Raw Score Possible</b>	<b>Weighted Percentage</b>	<b>C. Maximum Weighted Score Possible*</b>
2 Specific Requirements	20	5	60
3 Implementation	40	10	120
4 Facility Usage	25	5	60
5 Safety and Security	55	15	180
6 Education	95	15	180
7 Therapy and Treatment Services	55	15	180
8 Medical Treatment	10	15	180
9 Staffing	20	5	60
10 Reporting	10	10	120
11 Reimbursement	10	5	60
<b>Totals</b>		<b>100.0%</b>	<b>1200</b>

\*Note: The maximum weighted score for each sub-section was determined using the following formula:

“Total maximum weighted score possible” (1200 pts) x “weighted percentage”.

**13.3 COST PROPOSAL SCORE**

- A. Cost proposal scores will be evaluated per facility using the total cost for Table 1 and the total cost for Table 2 on the official price sheet.
- B. The maximum amount of cost points for each facility will be awarded to the vendor with the lowest total for that table.
- C. The amount of cost points awarded to the remaining vendors will be allocated by using the following formula for each table:

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

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

**13.4 GRAND TOTAL SCORE**

After the Technical Proposal and Cost Proposal scoring has been completed, the scores will be added together to determine the Grand Total Score per facility for each vendor. The vendor with the highest Grand Total Score for a facility will be selected as the apparent successful vendor for that facility.

	Maximum Points Possible
Technical Proposal	1200
Bed Rate Cost (Table 1) per facility	300
Education Compensation Cost (Table 2) per facility	500
<b>Maximum Possible Grand Total Score</b>	<b>2,000</b>

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**STANDARD TERMS & CONDITIONS**

**1. GENERAL**

Any special terms and conditions included in the Request for Proposals override these standard terms and conditions. The standard terms and conditions and any special terms and conditions 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 reserves 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. PROPOSAL SUBMISSION**

Proposals must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the proposal may be rejected. The proposal must be typed or printed in ink. The signature must be in ink. Unsigned proposals will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each proposal should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

**4. PRICES**

Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the proposal. Unless otherwise specified, the proposal must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the proposal.

**5. QUANTITIES**

Quantities stated in term contracts are estimates only, and are not guaranteed. 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**

Any catalog brand name or manufacturer's reference used in the Request for Proposals 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 reserves 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this Request for Proposals. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the request.

**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 Request for Proposals. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder'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 bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

**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 bidder.

**10. AMENDMENTS**

The proposal 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 Contracts: A contract award will be issued to the successful bidder. 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 Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

**13. LENGTH OF CONTRACT**

The Request for Proposals will show the period of time the term contract will be in effect.

**14. DELIVERY ON FIRM CONTRACTS**

The Request for Proposals will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

**15. 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., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

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**16. STORAGE**

The ordering agency is responsible for storage if the successful vendor delivers within the time required and the agency cannot accept delivery.

**17. DEFAULT**

All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications 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 successful vendor. The successful vendor 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 bidders list or suspension of eligibility for award.

**18. 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.

**19. INVOICING**

The successful vendor 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 Request for Proposals, (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.

**20. STATE PROPERTY**

Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the successful vendor hereunder or in contemplation hereof or developed by the successful vendor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the successful vendor's expense to the F.O.B. point properly identifying what is being returned.

**21. PATENTS OR COPYRIGHTS**

The successful vendor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

**22. ASSIGNMENT**

Any contract entered into pursuant to this Request for Proposals is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

**23. OTHER REMEDIES**

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

**24. LACK OF FUNDS**

The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the successful vendor 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 successful vendor may file a claim with the Arkansas Claims Commission. If the successful vendor has provided services and there are no longer funds legally available to pay for the services, the successful vendor may file a claim.

**25. DISCRIMINATION**

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

**26. CONTINGENT FEE**

The bidder 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 bidder for the purpose of securing

**27. ANTITRUST ASSIGNMENT**

As part of the consideration for entering into any contract pursuant to this Request for Proposals, the bidder named on the front of this Request for Proposals, 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.

**28. 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 successful vendor, 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.