



**STATE OF ARKANSAS**

**DEPARTMENT OF HUMAN SERVICES (DHS)**

**DIVISION OF YOUTH SERVICES**

**REQUEST FOR PROPOSALS**

**DYS-2010-01**

**for**

**MULTI-SYSTEMIC THERAPY PILOT  
PROJECT**

Date Issued:  
August 23, 2009

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## SECTION 1

### INTRODUCTION

#### 1.1 Purpose

The purpose of this Request for Proposals (RFP) is as follows:

It is the intent of the Division of Youth Services (DYS) of the Department of Human Services (DHS) to award one or more contracts for the implementation of a pilot program for Multi-Systemic Therapy (MST) in one or more sites in Arkansas. These intensive therapeutic services will be for chronic or serious male or female adolescent offenders, ages 12 to 17, at high risk of being committed to DHS.

The Arkansas Multi-Systemic Therapy pilot program will incorporate the principles of an evidence-based program, designated as a best practice model by the Office of Juvenile Justice Delinquency Prevention (OJJDP). Outlined in the *Blueprints for Violence Prevention*, Book Six<sup>1</sup>, the program includes training for clinical staff who will engage in the treatment and/or clinical supervision of MST cases; on-going clinical support to clinicians; and the delivery of treatment to families in Arkansas. Successful Respondent(s) will be required to access training and technical service assistance and adopt The MST Institute<sup>2</sup> model for service delivery.

#### 1.2 Background

The mission of DHS is to provide prevention, intervention and treatment programs to give opportunities for success to families and children in Arkansas and to ensure public safety.

The role of DHS is to provide overall management and administration of adolescent services and programs for the following target populations: adolescents committed to the Division, adjudicated delinquents, adjudicated members of Families In Need of Services (FINS), and non-adjudicated youth who are at risk of entering the juvenile justice system.

The Division of Youth Services (DYS) accomplishes its mission and fulfills its mandated role through statewide contracted programs. The following services are provided through contracted providers for adolescents committed to the Division: a) management and operation of the Arkansas Juvenile Assessment and Treatment Center; b) assessment services; c) five Adolescent Treatment Centers for serious or chronic adolescent offenders; d) one Adolescent Correctional Facility for 18-21 year olds; and e) specialized residential treatment programs.

The Division also contracts for services for non-committed adolescents including emergency shelter programs for adolescents whose emotional or behavioral problems cannot be resolved in their own homes and for non-residential community-based services for each Judicial District to prevent further

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<sup>1</sup>Elliott, D.S., Henggeler, S.W. et. als. *Blueprints for Violence Prevention: Multi-Systemic Therapy*. 2001. Institute of Behavioral Science, Regents of the University of Colorado, Center for the Study of Prevention of Violence, Venture Publishing, Colden, Colorado.

<sup>2</sup> The MST Institute is a non-profit organization founded in 1996 to provide web based information and quality assurance tools to programs implementing Multis-Systemic Therapy (MST). This site provides information about the measures and procedures used in the quality assurance activities supporting fidelity and adherence to the nine principles of the MST model. In addition, the site provides data collection, monitoring and reporting tools to licensed MST programs, their funders and MST experts for use in continuous quality improvement.

entry into the juvenile justice system and commitment to DYS.

DYS directly manages the placement, case management and release functions for committed youth. The Division also administers the Interstate Compact Act for Juveniles and the Juvenile Justice and Delinquency Prevention (JJDP) Act formula grant funds for the support of local prevention programs. DYS also monitors local detention facilities for compliance with the JJDP Act.

This RFP is the result of a desire to reform the juvenile justice system in Arkansas. DYS, DHS, its sister divisions, System of Care partners<sup>3</sup> community-based providers, the courts, and other stakeholders are interested in developing a comprehensive, wraparound system of service delivery with an emphasis on early intervention, diversion, and in-home placements to enhance rehabilitation and integration back to society with the life-skills that promote crime-free productive lifestyles. DYS has made strides toward reform by developing a systemic system of assessment resulting in more in-home placements, early intervention from members in the community into which juveniles will reenter including mentors and community-based providers, and family services. MST services offered through this RFP will target chronic or serious male or female adolescent offenders, ages 12 to 17, at high risk of being committed to the Division. MST will promote behavior change in the youth's natural environment, using the strengths of each system (e.g., family, peers, school, neighborhood, indigenous support network) to facilitate change. The MST website may help you in preparing your proposal, <http://www.mstservices.com>.

### **1.3 Overview of DHS Organization and Operations**

DHS is the largest State agency in Arkansas with approximately 7,500 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS.

The Division of Youth Services is one of ten (10) Divisions and five (5) Offices that comprise DHS. The Divisions provide services to the people of Arkansas and the Offices provide necessary support to the Divisions and DHS.

### **1.4 Scope of Service**

Multi-Systemic Therapy (MST) is an intensive family-based and community-based intervention that addresses the multiple determinants of serious antisocial behavior in juvenile offenders. The multi-systemic approach views individuals as being nested within a complex network of interconnected systems that encompass individual, family and extra-familial (peer, school, neighborhood) factors. Intervention may be necessary in any one or a combination of these systems.

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<sup>3</sup> Act 2209, enacted in 2005 mandated State agencies to establish a System of Care that provides a comprehensive spectrum of mental health and other necessary services which are organized into a coordinated network to address multiple and changing need of children and families.

### 1.4.1 Program Target Population

MST will target chronic or serious male or female juvenile offenders, ages 12 to 17, which are at high risk of commitment to DYS. Referrals will be from the juvenile courts or from DYS.

### 1.4.2 Program Content

MST addresses the multiple factors known to be related to delinquency across the key settings, or systems, within which youth are embedded. MST strives to promote behavior change in the youth's natural environment, using the strengths of each system (e.g., family, peers, school, neighborhood, indigenous support network) to facilitate change.

The major goal of MST is to empower parents with the skills and resources needed to independently address the difficulties that arise in raising teenagers and to empower youth to cope with family, peer, school, and neighborhood problems. Within a context of support and skill building, the therapist places developmentally appropriate demands on the adolescent and family for responsible behavior. Intervention strategies are integrated into a social ecological context and include strategic family therapy, structural family therapy, behavioral parent training, and cognitive behavior therapy.

MST is provided using a home-based model of services delivery. This model helps to overcome barriers to service access, increases family retention in treatment, allows for the provision of intensive services (i.e., therapists have low caseloads), and enhances the maintenance of treatment gains. The usual duration of MST is approximately sixty (60) hours of contact over four (4) months, but frequency and duration of sessions are determined by family need.

### 1.4.3 Brief Description of Intervention

MST is a pragmatic and goal-oriented treatment that specifically targets the adolescent and family's social networks. MST interventions typically aim to focus specifically on a youth's social networks that are contributing to his or her antisocial behavior. Thus MST interventions typically aim to:

- Improve caregiver discipline practices;
- Enhance family affective relations;
- Decrease youth association with deviant peers;
- Improve youth association with pro-social peers;
- Improve youth school or vocational performance;
- Engage youth in pro-social recreational outlets;
- Develop an indigenous support network of extended family, neighbors, and friends to help caregivers achieve and maintain such changes.

MST interventions take place:

**At the family level:** a goal of this intervention is to provide the parent(s) with resources needed for effective parenting and for developing increased family structure and cohesion.

**At the peer level:** a goal of the intervention is to decrease the youth's involvement with delinquent

peers, and to increase his or her association with pro-social peers.

**At the school level:** a goal of the intervention is to place emphasis on developing a collaborative relationship between the parents and school personnel, and promoting academic efforts.

MST is delivered in the natural environment (e.g., home, school and community). The typical duration of home-based MST is approximately four (4) months with multiple therapist-family contacts occurring each week, determined by the family need.

## 1.5 Evidence of Program Effectiveness

MST has well-documented long-term outcomes with adolescents presenting serious antisocial behavior and their families.

The strongest and most consistent support for the effectiveness of MST comes from controlled studies that focused on chronic and serious juvenile offenders. Importantly, results from these studies showed that MST outcomes were similar for youth across the adolescent age range (i.e., 12-17 years), for males and females, and for African American as well as Caucasian youth and families.

The first controlled study of MST with juvenile offenders was published in 1986, and three randomized clinical trials with chronic and serious juvenile offenders have been conducted since then. In these trials, MST has demonstrated long-term reductions in criminal activity, drug-related arrests, violent offenses, and incarceration. This success has led to several randomized trials and quasi-experimental studies aimed at extending the effectiveness of MST to other populations of youth presenting serious clinical problems and their families

## 1.6 Program Components

MST requires an individualized treatment plan that is designed in collaboration with family members and is, therefore, family driven and youth guided rather than therapist driven. The ultimate goal is to empower families to build a healthy environment, through the mobilization of indigenous child, family and community resources that promote better health.

Although MST is a family-based treatment model that has similarities with other family therapy approaches several substantive differences are evident;

MST places considerable attention on factors in the adolescent and family's social networks that are linked to antisocial behaviors. Hence, for example, MST priorities include:

- a. Removing offenders from deviant peer groups;
- b. Enhancing school or vocational performance and developing an indigenous support network for the family to maintain therapeutic gains;
- c. Commitment to removing barriers to service access (e.g., home-based model of service delivery);
- d. Provide a more intensive therapy than traditional family therapies (e.g. several hours of treatment per week vs. a single fifty [50] minute session).

Initial therapy sessions identify the strengths and weaknesses of the adolescent, the family and their transactions with extra-familial systems (e.g., peers, friends, school, and parental workplace). Problems identified conjointly by family members and the therapist are explicitly targeted for change, and the strengths of each system are used to facilitate such change. Although specific strengths and weaknesses can vary widely from family to family, several problem areas are typically identified for serious adolescent offenders and their families.

At the family level, parents and adolescents frequently display high rates of conflict and low levels of affection. Similarly, parents (or guardians) frequently disagree regarding discipline strategies, and their own personal problems (e.g., substance abuse, depression) often interfere with their ability to provide effective parenting. Family interventions in MST often attempt to provide the parent(s) with the resources needed for effective parenting and for developing increased family structure and cohesion. Such interventions might include reward and discipline systems; prompting parents to communicate effectively with each other about adolescent problems, problem solving day-to-day conflicts, and developing indigenous social support networks with friends, extended family, church members, and so forth.

At the peer level, a frequent goal of treatment is to decrease the youth's involvement with delinquent peers and to increase his or her association with pro-social peers (e.g., through church youth groups, organized athletics, after school activities). Interventions for this purpose are optimally conducted by the youth's parents, with the guidance of the therapist, and might consist of active support and encouragement of associations with non-problem peers (e.g., providing transportation and increased privileges) and substantive discouragement of associations with deviant peers (e.g., applying significant sanctions).

Likewise, under the guidance of the therapist, the parents develop strategies to monitor and promote the youth's school performance and/or vocational functioning. Typically included in this domain are strategies for opening and maintaining positive communication lines with teachers and for restructuring after school hours to promote academic efforts. Emphasis is placed on developing a collaborative relationship between the parents and school personnel.

Finally, although the emphasis of treatment is on systemic change, there are also situations in which individual interventions can facilitate behavioral change in the adolescent or parents. Interventions in these situations generally focus on using cognitive behavior therapy to modify the individual's social perspective-taking skills, belief system, or motivational system, and encouraging the youth to deal assertively with negative peer pressures.

### **1.6.1 Intensive Family Services (IFS)**

Intensive Family Services (IFS) are designed to maintain children and youth safely in their homes and keep families intact. IFS services will serve those with the highest needs within the population of focus. Serving families with children at imminent risk of commitment to DYS must be a demonstration site priority.

These services focus on the needs of the family and are delivered in the community. IFS must be available when needed which includes days, nights and weekends. Interventions are designed to build or re-establish a youth or child and their family's overall functioning and independence. The IFS model

requires a team approach and provides a continuum of support services for families.

## **1.6.2 Wraparound Care Coordination**

Wraparound Care Coordination is intensive person-centered planning that provides, individualized care management for children and youth and their families with serious emotional and behavioral problems and complex needs. Wraparound Care Coordination is characterized by high-quality planning through collaboration. A written plan guides the process and ensures that the family's strengths are utilized, goals developed and that identified needs are addressed. The plan is the "who, what, when, where and the how" of the process. The plan includes both formal and informal services and supports. It clearly lays out the responsibility of all participants.

The plan must address all relevant areas of the juvenile's life. Cultural values and beliefs are important aspects of the plan. These primary life domains include the legal system, school/vocational, physical/developmental health, community, home and family relationships and social/emotional and behavioral health.

## **1.7 Respondent(s)'s Qualifications**

- The successful Respondent(s) must be in good standing as a Respondent with the DHS in accordance with DHS Policy 1084;
- The Successful Respondent(s) must demonstrate the ability to provide Multi-Systemic Therapy (MST);
- The successful Respondent(s) must attend all training in the MST methodologies and techniques as agreed on by DYS;
- The successful Respondent(s) must be a certified Rehabilitative Services for Persons with Mental Illness (RSPMI) provider or subcontract with a certified RSPMI provider; and
- The Respondent(s) shall describe the clinical orientation of their therapists and their history with the Respondent.

### **1.7.1 Respondent(s)'s Technical Components**

The successful Respondent(s) shall demonstrate their ability to provide the following:

- Conduct an initial Assessment to identify the strengths and weaknesses of the adolescent, the family and their transactions with extra-familial systems (e.g., peers, friends, school, and parental workplace);
- Processes and procedures for dealing with possible medication requirements of the adolescents with psychiatric diagnoses;
- Who the Respondent(s) will access to address any and all treatment needs for the adults and juveniles;
- Addressing the treatment needs of both adults and the adolescents through referrals, as needed and who will be their Point-Of-Contact for referrals;
- The provision of wraparound services that address the adolescent's and the family's specific needs through the utilization of other services and agencies in the community;

- Strategies for assisting and guiding the families in the development of a WRAP team;
- Strategies for accessing and serving on the local Children and Adolescent Service System Programs (CASSP) and Local Care Coordinating Councils (information on the Arkansas CASSP can be found at [http://www.arkansas.gov/dhs/dmhs/cassp\\_brochure.htm](http://www.arkansas.gov/dhs/dmhs/cassp_brochure.htm)).
- Willingness to participate in all trainings including state approved wraparound training and assure that each youth has an individualized wrap plan.
- The provision of Transition and Discharge planning;
- The Respondent(s) shall describe their sustainability plan;
- Respondent(s) must clearly describe the geographical location of the proposed Demonstration Project, and provide an explanation as to how it was selected.
- Respondents must show their ability to access Arkansas Medicaid. Respondents must show their verifiable strategies for applying for a Certificate of Need (CON) from Medicaid on all DYS juveniles. Respondents must also show their verifiable strategies for appealing negative responses from Medicaid. For all CON denials that are not aggressively appealed, there will be financial sanctions applied.

## 1.8 Service Delivery Requirements

MST uses a home-based model of service delivery, and the use of such a model has been crucial to the high engagement and low dropout rates obtained in MST studies. Families are seen as valuable resources, even when they are characterized by serious and multiple needs. Critical service delivery characteristics include:

- Services delivered by a certified RSPMI provider or through a subcontract with an RSPMI provider;
- Services delivered by master's level clinicians who are fully qualified to practice in Arkansas in their respective fields and possess proper certification and licensure as required by their profession and the State of Arkansas;
- Low caseloads (three [3] to five [5]) families per clinician) that allow intense services to be provided to each family (two [2] to fifteen [15] hours per week);
- Delivery of services in community settings (e.g., home, school, neighborhood center);
- Time-limited duration of treatment (two [2] to four [4] months);
- 24 hour a day and seven day a week availability of therapists; and
- Provision of comprehensive services.

## 1.9 Adolescent Records and Reporting Requirements

The Respondent(s) must be able to address adolescent records maintenance with an approach that clearly demonstrates the capacity for adolescent records format, maintenance, and retention that meets or exceeds DYS requirements. Logbooks must be maintained in a DYS approved format. The successful Respondent(s) will adhere to a system of adolescent record keeping that complies with the DYS Information Management System (the RiteTrack™ system) and the DYS requirements governing the creation, management, storage, transmission and preservation of record systems.

## 1.10 Respondent(s)'s Personnel Training and Staff Development

The successful Respondent(s) shall maintain on file at the site a copy of licenses and certificates for all licensed/certified on-site personnel.

Successful Respondent(s) shall contract with Multi-Systemic Therapy, Inc. (see Program Deliverable 1 for more information) to provide training for therapists and therapist-supervisors in MST and shall ensure that therapists receive WRAP training from DHS.

In addition, the successful Respondent(s) shall maintain on file at the site a copy of the following for all personnel:

- Criminal background check results from the DYS IAU or Arkansas State Police;
- Report from the Child Abuse Central Registry; and
- Any other documents required by DHS, DYS or law.

These documents are to be available for review by DYS, DHS, or any other legitimate agency.

#### **1.11 Contract Duration:**

Work will be done within the constraints of a professional services contract with a proposed effective period of December 19, 2009 through June 30, 2010. The contract may be extended for up to five (5) additional years, contingent upon approval by the Division/Office, review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

## SECTION 2

### RFP SCHEDULE OF EVENTS

#### 2.1 RFP Schedule of Events

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

Event	Date
RFP issued	08/23/2009
Due date and time for letters of intent to propose	1:30 p.m. CDT 08/27/2009
Due date and time for written questions	1:30 p.m. CDT 09/8/2009
Due date for answers to questions	09/11/2009
Closing date and time for receipt of proposals	4:00 p.m. CDT 09/17/2009
Date for opening of proposals	10:30 a.m. CDT 09/18/2009
Completion of proposal evaluation and potential award selection	09/28/2009
Anticipation of Award letter posted	09/29/2009
Award Notification	10/14/2009
Contract start (Subject to State approval)	12/19/2009

**SECTION 3**  
**GENERAL REQUIREMENTS AND INFORMATION**

**3.1 Issuing Officer**

This RFP is issued by the State of Arkansas (the State), Department of Human Services (DHS), Division of Youth Services (DYS), hereinafter referred to as the Division/Office.

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (ACA) §19-11-244, from the issue date of this RFP until a successful Respondent(s) is selected and announced. Respondent(s) shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Ileana Tucker  
Department of Human Services  
Division of Youth Services, Slot S502  
P.O. Box 1437  
Little Rock, AR 72203-1437  
PH (501) 371-2067  
Ileana.Tucker@arkansas.gov

**3.2 Questions**

Respondent(s) with questions about the RFP shall submit their questions in writing by the date and time specified in Section 2.1. Respondent(s) shall submit their written questions to the Issuing Officer identified in Section 3.1. Respondent(s) may submit their questions by FAX or e-mail, but it remains the Respondent(s)'s responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from Respondent(s). Questions received after the due date and time will not be answered.

The Issuing Officer will, by the date specified in Section 2.1, distribute written responses for all written questions received by the due date to all those who have submitted Letters of Intent as well as post written responses on the internet.

Respondent(s) shall rely only on these written responses as the official answers to questions related to this RFP.

**3.3 Proposal Submittal**

To be considered, each Respondent(s) shall submit a complete response to this RFP, using the format provided. An official who is authorized to bind the Respondent(s) to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection and contract period.

A complete proposal consists of a **Technical Proposal** and a **Cost Proposal**. These shall be submitted at the same time but the Cost Proposal shall be sealed separately from the Technical Proposal.

**FAILURE TO SUBMIT TECHNICAL AND COST INFORMATION SEPARATELY AND SEALED WILL RESULT IN DISQUALIFICATION OF THE ENTIRE PROPOSAL. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.**

See Section 4 for Proposal Requirements.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized and concise response by the Respondent(s) to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The Respondent(s) shall not include promotional materials in the proposal or with the proposal package.

### **3.4 Proposal Preparation Costs**

All costs for developing the response to this RFP are solely the responsibility of the Respondent(s). The State will provide no reimbursement for such costs. All costs associated with any oral presentations to the State will be the responsibility of the Respondent(s) and shall not be paid for or reimbursed by the State. The State is not liable for any cost incurred by any Respondent(s) prior to the issuance of any agreement or contract.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP will become the property of the State and will not be returned.

### **3.5 Opening of Proposals**

The Division/Office will publicly open proposals received by the date and time identified in **Section 2.1**. Only the Technical Proposals will be opened at that time. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

Cost Proposals will be opened after evaluation of the Technical Proposals is complete.

### **3.6 Acceptance of Proposals**

All proposals properly submitted in accordance with the above rules shall be accepted by the Division/Office. However, the Division/Office reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFP, or cancel this RFP at any time, according to the best interest of the State.

The State reserves the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and shall in no way modify the RFP requirements or excuse the Respondent(s) from full compliance with the RFP specifications, including contract requirements if the Respondent(s) is awarded the contract.

### **3.7 Rejection of Proposals**

The State reserves the right to reject any and all proposals received as a result of this RFP. Failure to furnish all information may disqualify a Respondent(s). If the Respondent(s) takes exceptions to the RFP that are not acceptable to the State, the proposal may be rejected.

Proposals will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the proposal is made, reviewed or both.

### **3.8 Disposition of Proposals**

All proposals become the public property of the State and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no proposals will be released prior to the announcement of the results of the procurement process.

If the proposal contains material that is considered by the Respondent(s) to be confidential under Arkansas law, the Respondent(s) must so designate the material and state the basis for the claim of confidentiality in the Statement of Acknowledgement. In responding to any requests under the Freedom of Information Act for materials so designated, the Department shall review the basis for the claim of confidentiality to determine if the claim of confidentiality appears justified. If there appears to be a valid basis for the claim of confidentiality, the materials will not be released.

If, in the judgment of DHS, there is no valid justification for the claim of confidentiality, the Respondent(s) will be notified prior to the release of the information in order to allow the Respondent(s) the opportunity to pursue any desired legal remedies.

The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to the RFP. Selection or rejection of the proposal shall not affect this right.

### **3.9 Subcontracting**

Each Respondent(s) in its proposal shall designate only one organization as the primary Contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by the Division/Office.

Respondent(s) shall certify that they have all the necessary resources to complete the work described in the RFP Scope of Service section. Only the subcontractors approved by the Division/Office shall work on the contract. Respondent(s) must attach to their Statement of Acknowledgement statements from each subcontractor confirming their willingness and ability to perform the work designated in the proposal. Respondent(s) shall not make multiple proposals as the primary Contractor under this proposal and as subcontractor in other proposals.

### **3.10 Minority Business Policy**

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondent(s) unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

### **3.11 Independent Price Determination**

Respondent(s)'s Cost Proposal (price) shall be arrived at independently without collusion, consultation, communication, or agreement with any other Respondent(s) or with any competitor. The Respondent(s) shall include a statement in the proposal that the price was arrived at independently without collusion, consultation, communication, or agreement. Should a conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the Contractor shall assume all costs of the contract until such time that a new Contractor is selected.

### **3.12 Prohibited Solicitation**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business (ACA §19-11-229). If this provision is violated, the State shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

### **3.13 RFP Amendments**

The Division/Office reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, amendments, addenda and clarifications will be posted on the internet.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable proposals.

### **3.14 Proposal Amendments and Rules of Withdrawal**

Prior to the proposal selection date, a Respondent(s) may withdraw his/her proposal by submitting a signed, written request for its withdrawal to the Division/Office.

The Division/Office will not accept any amendments, revisions or alterations to the proposals after the proposal due date unless such changes were requested by the Division/Office.

### **3.15 Respondent(s)'s Contact Person**

Respondent(s) will provide the name and telephone number, including area code, of an authorized person in its company who may be contacted regarding this RFP response.

### **3.16 Anticipation of Award**

After complete evaluation of the proposals, the anticipated award will be posted on the DHS website and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The 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 (OSP) reserves the right to waive this policy when it is in the best interests *of the State*.

### **3.17 Awarding of Contract**

The Division/Office may decline to enter into a contract as a result of this RFP. If a contract is awarded, it shall be awarded to the Respondent(s) whose proposal is determined to be most advantageous to DHS based on the selection criteria, not necessarily the lowest price. The State is not liable for any cost incurred by any Respondent(s) prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

**The Division/Office reserves the right to award multiple contracts. It is the intent of the State to award this contract to a sole source should the State not receive a responsive and responsible response to this solicitation.**

### **3.18 Notification**

Upon completion of the proposal evaluations, DHS will send to all Respondent(s) whose proposals were evaluated a notice of final selection.

### **3.19 Certification Prior to Award**

Pursuant to Act 157 of 2007, all Respondent(s) must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contract with the State. Respondent(s) shall certify online at: [http://www.arkansas.gov/dfa/procurement/pro\\_index.html](http://www.arkansas.gov/dfa/procurement/pro_index.html).

### **3.20 Rules of Procurement**

Any actual or prospective Respondent(s) or Contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the Office of State Procurement Director within fourteen (14) calendar days after the Respondent(s) knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-244. The Office of State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the protest with the parties in accordance with A.C.A. §19-11-244. This decision will be final and conclusive.

### **3.21 Restriction on Communications with State Staff**

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFP until a successful Respondent(s) is selected and the selection is announced, Respondent(s) shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

### **3.22 Equal Employment Opportunity Policy**

In compliance with Act 2157 of 2005, for all contracts exceeding \$25,000.00, OSP is required to have a copy of the vendor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor's response to this solicitation or in electronic format to DHS at the following e-mail address: [ileana.tucker@arkansas.gov](mailto:ileana.tucker@arkansas.gov). DHS will submit the successful Respondent(s)'s EEO policy to OSP and OSP will maintain a file of all vendor EEO policies received. The submission by the successful Respondent(s) is a one-time requirement but vendors are responsible for providing updates or changes to their respective policies as necessary. Vendors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement attesting that they do not have an EEO policy.

### **3.23 Proposal Bond**

Each proposal shall be accompanied by a Proposal Bond, in the form of a cashier's check, certified check, or surety bond payable to DHS in the amount of **\$5,000.00**. If the successful Respondent(s) fails to execute a contract within fourteen (14) calendar days after notification of award of contract, the proposal bond will be forfeited to the State. The Proposal Bond shall be returned to the non-selected Respondent(s) upon execution of a legal contract and to the selected Respondent(s) upon execution of the contract and upon submittal of the Performance Bond, if required

## SECTION 4

### PROPOSAL REQUIREMENTS

#### 4.1 General Proposal Requirements

Proposal shall include **one original and four (4) hard copies** of the **Technical Proposal** responsive to the terms of the RFP. In addition, the Respondent(s) shall include **one (1) electronic copies** of the **Technical Proposal** (disks) in Microsoft readable format. **Technical Proposal** shall be clearly identified as such on the envelope. **NO INFORMATION RELATIVE TO COST OR PRICING SHALL BE INCLUDED WITH THE TECHNICAL PROPOSAL!**

Proposal shall also include **one (1) original Cost Proposal** in a **SEPARATE SEALED ENVELOPE** and clearly identified as the **Cost Proposal**. Cost and Technical proposals submitted electronically must be on separate disks.

**THE ENTIRE PROPOSAL WILL BE DISQUALIFIED FROM CONSIDERATION IF THE RESPONDENT(S) FAILS TO MEET THE ABOVE REQUIREMENTS, INCLUDING FAILING TO SUBMIT TECHNICAL AND COST INFORMATION SEPARATELY AND SEALED. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.**

The proposals shall be received by the Division/Office by the date and time identified in Section 2.1. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelopes or packages must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

To be considered, each Respondent(s) shall submit a complete response to this RFP, using the format provided. An official authorized to bind the Respondent(s) to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

**RFP Section 4.2** provides content requirements for the **Technical Proposal**. **RFP Section 4.3** provides content requirement for the **Cost Proposal**.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized and concise response by the Respondent(s) to the requirements of the RFP. Emphasis should be on completeness, clarity of content and ease of use for the reviewers/evaluators. The Respondent(s) shall not include promotional materials in the proposal or with the proposal package. Fancy bindings, colored displays, etc., will receive no additional evaluation points or credit.

**ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED, OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENT(S) MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER.**

Proposals may be hand delivered to:

Ileana Tucker, Issuing Officer  
AR DHS/ Division of Youth Services, 5<sup>th</sup> Floor  
700 Main Street  
Little Rock, AR 72201

OR mailed by United States mail to:

Ileana Tucker, Issuing Officer  
AR DHS/ Division of Youth Services, Slot S502  
P.O. Box 1437  
Little Rock, AR 72203-1437

OR mailed by commercial mail to:

Ileana Tucker, Issuing Officer  
AR DHS/ Division of Youth Services, Slot S502  
112 West 8<sup>th</sup> Street  
Little Rock, AR 72201

## 4.2 Technical Proposal Requirements

The Technical Proposal must present a complete detailed description of the Respondent(s) qualifications to perform and its approach to carry out the requirements as set forth in **Section 1.4** and **Attachment D** (Performance Based Contracting).

The Technical Proposal shall be arranged in the following order. Deviation from the prescribed order may disqualify a proposal.

1. Cover Sheet;
2. Table of Contents;
3. Statement of Acknowledgement (see **Attachment B**);
4. Disclosure of Litigation;
5. Executive Summary;
6. Technical Approach and Solutions to Scope of Service;
7. Respondent(s)'s Background, Experience, Qualifications, and Past Performance;
8. Project Organization and Staffing;
9. Compliance with the State Technical Architecture Program;
10. Project Management;
11. Financial Disclosure; and
12. Proposal Bond.

The original proposal and all copies shall be indexed and tabbed with the above sections clearly marked. The Respondent(s) should make the proposal easy for the evaluators to read and reference.

Respondent(s) shall 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.

**RESPONDENT(S) SHALL SEAL THEIR PROPOSALS AND SHALL NOT INCLUDE ANY KIND OF COST OR PRICING INFORMATION IN THE TECHNICAL PROPOSAL. PROPOSALS CONTAINING SUCH COST OR PRICE INFORMATION IN THE TECHNICAL PROPOSALS SHALL BE REJECTED AS NON-RESPONSIVE TO THE RFP. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.**

#### 4.2.1 Cover Sheet

The Cover Sheet shall identify the name and number of the RFP and the name and address of the Respondent(s).

#### 4.2.2 Table of Contents

The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.

#### 4.2.3 Statement of Acknowledgement

The Statement of Acknowledgement (Attachment B) must be signed in ink by an individual authorized to legally bind the Respondent(s). The Statement of Acknowledgement contains the following components:

1. Name, address, phone number, FAX number, and tax identification number of the Respondent(s);
2. Indication if the Respondent(s) is a state government, local government, for profit agency, or not for profit agency;
3. Indication if the Respondent(s) is a minority vendor (Arkansas law defines "minority" as black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander");
4. Indication if the Respondent(s) is a corporation, partnership, sole proprietor, or individual;
5. Names and titles of the individuals authorized to contractually obligate the organization, the individual authorized to negotiate the contract and the corporate president, if applicable;
6. Indication if the organization has previously contracted with DHS;
7. Statement by the Respondent(s) indicating that neither the Respondent(s)'s principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) nor any individuals with ownership interest in the entity have been terminated previously from a DHS program or been convicted of Medicare or Medicaid fraud;
8. Statement indicating whether or not the organization intends to offer services through a subcontractor (if "Yes", additional information is required);
9. Statement certifying that the completed proposal includes the required number of copies of the proposal in the required format and containing all required information;
10. Statement that neither cost nor pricing data are included in the Technical Proposal;
11. Statement certifying that the Respondent(s) has read, understands and agrees to comply with all the terms and conditions as set forth in the RFP without qualification;
12. Statement certifying that the Respondent(s) is a **Corporation, Limited Liability Corporation (LLC), or Professional Association (PA)**. If Respondent(s) is NOT one of the above, Respondent(s) must provide documentation evidencing proof of filing as a **Corporation, LLC, or PA** with the Arkansas Secretary of State's office.)

(Out-of-state Respondent(s) must submit a copy of their Certificate of Authority from the

Arkansas Secretary of State authorizing the Respondent(s) to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4-27-1501 and §4-27-1502.)

13. Statement certifying the Respondent(s) does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
14. Statement certifying that the individual signing the Statement of Acknowledgement is authorized to make decisions as to, and responsible for, the prices quoted, that the offer is firm and binding, and that he/she has not participated, and will not participate, in any action contrary to the above conditions;
15. Statement authorizing DHS or its agents to verify the financial information requested in the RFP;
16. Statement certifying that no attempt has been made or will be made by the Respondent(s) to persuade any other person or firm to submit or not to submit a response;
17. Statement committing the Respondent(s) to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract;
18. Statement identifying all amendments to this RFP issued by the Issuing Officer and received by the Respondent(s) or, if no amendments have been received, a statement to that effect;
19. If services are to be provided by subcontractors, a statement of the exact amount of work to be done by the primary Contractor (not less than 50%) and each subcontractor as measured by price. **RESPONDENT(S) SHALL NOT STATE THE PRICE FIGURES IN THE STATEMENT OF ACKNOWLEDGEMENT.**
20. If services are to be provided by subcontractors, statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
  - The scope of work to be performed by the subcontractor;
  - The subcontractor's willingness to perform the work indicated;
  - The subcontractor's certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
21. Statement certifying acceptance of and agreement with the terms and conditions contained within this RFP.

If the Respondent(s) believes their proposal contains confidential information or information that would provide an unfair advantage to competitors, the information, justification, and page number and section number must be listed as an attachment to the Statement of Acknowledgement.

If the proposal deviates from the detailed requirements of this RFP in any manner, the Respondent(s) must attach an explanation to the Statement of Acknowledgement. The State reserves the right to reject any proposal containing such deviations.

#### 4.2.4 Disclosure of Litigation

The Respondent(s) (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract.

The Respondent(s) must identify, for all projects undertaken for the past three (3) years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the Respondent(s)'s involvement in litigation that could affect this work shall be included. Respondent(s) must identify any contract termination(s) that have occurred or that were

initiated by either party.

#### 4.2.5 Executive Summary

The executive summary should condense and summarize the contents of the Technical Proposal to provide the proposal evaluators with a broad but clear understanding of the entire proposal. It should summarize the Respondent(s)'s technical approach and the enhancements proposed for DHS.

The executive summary should include a cross-reference to the pages in the proposal that address the RFP requirements. The proposal may be rejected as incomplete and failing mandatory requirements if the Respondent(s) fails to include the cross-reference.

The executive summary should not exceed three (3) pages. The RFP cross-reference pages are not included in this number.

#### 4.2.6 Technical Approach and Solutions to Scope of Service

The proposal must specify the Respondent(s)'s plan for meeting the objectives of the contract.

Service delivery must be provided in accordance with the **Section 1.4** and **Attachment D** (Performance Based Contracting). See **Section 5.2** for the specific criteria to be considered for this RFP

#### 4.2.7 Respondent(s)'s Background, Experience, and Qualifications

##### 4.2.7.1 Background

Proposals shall include details of the background of the Respondent(s) regarding:

- Date established;
- Ownership (whether public, partnership, subsidiary, or specified other);
- Total number of employees;
- Number of full time equivalent (FTE) employees engaged in similar contracts

##### 4.2.7.2 Experience

Respondent(s) shall submit a minimum of three (3) letters of recommendation from three different sources or give an explanation as to why three are not submitted. If subcontractors are proposed, three (3) letters of recommendation should also be submitted for each subcontractor. DHS reserves the right to contact the references submitted as well as any other references which may attest to the Respondent(s)'s work experience. Letters of recommendation should meet the following criteria:

- They should be on official letterhead of the party submitting recommendation;
- They should be from entities with recent (within the last three years) contract experience with the Respondent(s);
- If the Respondent(s) or subcontractor has no recent contract experience, they should be from organizations regarding work closely related;
- They should be from individuals who can directly attest to the Respondent(s)'s qualification relevant to this RFP;

- They should be limited to organizational recommendations, not personal recommendations;
- They should be dated not more than six months prior to the proposal submission date;
- They shall not be from current DHS employees;

Recommendations may be verified, so it is very important that the proposal contain current phone numbers, mail addresses, and e-mail addresses for all references.

#### **4.2.7.3 Qualifications**

The Respondent(s) should include the following information for itself and each subcontractor:

- An organizational chart displaying the overall business structure;
- Evidence of the qualifications and credentials of the Respondent(s) and the proposed staff and professionals;
- Evidence of the qualifications and credentials of the Respondent(s) in terms of proven successful experience through similar projects of like size and scope;
- The number and a description of recent similar projects successfully completed;
- A statement specifying the extent of Respondent(s)'s responsibility and experience on each described project.

For each referenced project or contract, the Respondent(s) shall provide a description of work performed, the time period of the project or contract, the staff-months required, the contract amount, and a customer reference (including current phone numbers)

#### **4.2.7.4 Past Performance**

In accordance with provisions of the State Procurement Law R2: 19-11-230(b), DHS may use the past performance of a Respondent(s) to determine whether the Respondent(s) is "responsible," IF that past performance is supported by documentation that is not greater than three (3) years old, and IF written documentation is on file in the Office of State Procurement or DHS at the time of the proposal opening. Documentation may be in the form of either a written or electronic report, Vendor Performance Report, memo (signed and dated), or any other appropriate authenticated notation of performance.

#### **4.2.8 Project Organization and Staffing**

The Respondent(s) shall include a section in its proposal that details the proposed project organization and staffing. This shall include project organization charts showing all proposed personnel by job title and lines of supervision. The Respondent(s)'s proposal shall identify key personnel as required in the RFP as well as all staff proposed to meet the requirements of the RFP.

#### **4.2.9 Compliance with the State Shared Technical Architectural Program**

The Respondent(s)'s solution must comply with the State's Shared Technical Architecture Program which is a set of policies and standards that can be viewed at:  
<http://www.dis.arkansas.gov/poli stan bestpract/standards.htm>.

Only those standards, policies, and best practices which are fully promulgated or have been approved by the Governor's Office apply to this solution.

#### 4.2.10 Project Management

The Respondent(s) shall provide details of their intended project management and project control methods. These shall clearly explain how the Respondent(s)'s proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to DHS, respond to requests by DHS, and interact and coordinate with other involved parties.

#### 4.2.11 Financial Disclosure

The Respondent(s) shall provide evidence of financial status and the financial ability to carry out the project. Sufficient information shall be provided relevant to the last three years for the Respondent(s) and any subcontractors evidencing good standing.

The financial statements shall include:

- Summary of financial standing;
- Balance sheets;
- Statement of income;
- Statements of change in financial position;
- Notes to financial statements; and
- Auditor's reports

#### 4.2.12 Proposal Bond

The Respondent(s) shall provide a proposal bond in the amount specified in **Section 3.24** in the form of a surety bond or other form of assurance acceptable to the Division/Office made payable to the Department of Human Services.

### 4.3 Cost Proposal Requirements

**Cost Proposal MUST be submitted under separate cover from the Technical Proposal and BOTH MUST be sealed. Any reference to cost included within the Technical Proposal will result in Respondent(s)'s proposal being rejected. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.**

The Cost Proposal shall contain the items identified below. Failure to include these items may result in rejection of the proposal at the discretion of the Division/Office.

#### 4.3.1 Independent Price Determination

The Cost Proposal shall contain a statement of independent price determination as described in Section 3.1

#### 4.3.2 Price Warranty

By submitting a proposal under this RFP, the Respondent(s) warrants their agreement to the pricing methods. Any qualifications, counter proposal, deviations, or challenges related to this may render the proposal void.

#### 4.3.3 Price

The proposed price shall include the services and requirements described in this RFP. The price will include a cost analysis to support the reasonableness of the price. **The price included in the proposal will be the price for the period of the initial award as specified in Section 1.5. On an annualized basis, that price will be applicable for the life of the contract resulting from this RFP (initial contract and any extensions) if extension options are exercised.**

Services provided under this contract will be reimbursed based on the following method:

Reimbursable
<ul style="list-style-type: none"><li>● Reimbursement for Medicaid eligible services shall be based on the current Medicaid rate.</li><li>● Reimbursement for the following;<ul style="list-style-type: none"><li>○ Training costs per therapist and number of therapists;</li><li>○ Consulting fee per consultant, number of consultants and type of consulting services to be provided; and</li><li>○ Travel, including transportation, meals, subsistence, and other costs associated with training in Little Rock and out-of state, number of travelers</li></ul></li></ul>
Compensation
<ul style="list-style-type: none"><li>● Cost for MST in 15 minute increments</li><li>● Transportation in 30 minute increments</li></ul>

Contractor will not receive any other payment.

#### 4.3.4 IRS Form W-9

The Respondent(s) shall submit a completed and signed IRS Form W-9.

#### 4.3.5 Vendor Number

If the Respondent(s) does not already have an Arkansas vendor number issued by Office of State Procurement, DFA, they shall obtain the vendor number before the contract is signed. The Respondent(s) shall submit proof of application for the vendor number with the Cost Proposal. Information and necessary forms to obtain a vendor number can be found on the following website:

[http://www.arkansas.gov/dfa/procurement/pro\\_index.html](http://www.arkansas.gov/dfa/procurement/pro_index.html)

#### 4.4 Mandatory Requirements

The following are the mandatory requirements for this RFP. Failure to provide the identified information will result in a proposal being rejected.

- 4.4.1 Proposal must be received by time and date specified in Section 2.1.
- 4.4.2 Proposal must be submitted in the manner specified in Section 4.1.
- 4.4.3 Statement of Acknowledgement must be completed and signed by individual authorized to legally bind the Respondent(s) as specified in Section 4.2.3.

## SECTION 5

### EVALUATION AND CONTRACT SELECTION

#### 5.1 Proposal Evaluation Process

The proposals will be evaluated in phases.

##### 5.1.1 Evaluation of Mandatory Requirements

Following the public opening of proposals, the Division/Office shall begin the evaluation process by examining the proposal to determine if mandatory requirements of the RFP have been agreed to or met as set forth in **Section 4.4**. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement, and is sufficiently responsive to permit a further evaluation. In this phase, each proposal shall be evaluated as either "pass" or "fail". Only those proposals which pass the first phase shall be forwarded for the second phase of evaluation. In later phases of the evaluation, portions of the proposal may be found non-responsive and at that time the response may be rejected.

Any response that fails to meet the mandatory requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. The State reserves the right to waive minor irregularities and to reject any and all proposals.

##### 5.1.2. Evaluation of the Technical Proposals

The second phase is an evaluation of the Technical Proposals. The Division/Office shall appoint an evaluation team of at least three (3) highly qualified members to evaluate the merit of the proposals. The Division/Office shall ensure that the evaluation team members are properly trained in their responsibilities. Each team member shall use the approved evaluation tools and forms to review and score each proposal. The Division/Office reserves the right to request clarifications during the second phase.

During the course of the second phase, the Issuing Officer or designee may conduct corporate and personnel reference checks to verify project experience and qualifications.

Based on findings by the evaluation team, any Technical Proposal deemed incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive and may be rejected by the Division/Office. The State reserves the right to reject any and all proposals.

##### 5.1.3 Evaluation of the Cost Proposals

The third phase is an evaluation of, and awarding of points for, the Cost Proposal. This evaluation shall determine:

- If the Cost Proposal meets the requirements in **Section 4.3**;
- Whether the Cost Proposal is consistent with the Technical Proposal;
- If the calculations are correct;

The State may reject any Cost Proposal that is incomplete or which contains significant inconsistencies or inaccuracies. The rejection of the Cost Proposal shall disqualify the entire proposal from further consideration.

The number of points awarded to each Cost Proposal will be determined by the following mathematical formula:

$$\frac{\text{Lowest proposed cost for evaluation}}{\text{Proposed cost for evaluation being evaluated}} \times \text{maximum cost points} = \text{SCORE of Cost Proposal being evaluated}$$

#### 5.1.4 Ranking Proposals

In the fourth phase, for each proposal, the Issuing Officer or designee shall add the points for the Technical Proposal to the points for the Cost Proposal and shall rank the proposals from highest to lowest according to total points.

The State reserves the right to require on-site interviews with any Respondent(s) before making a final decision on selection or non-selection of a Contractor.

#### 5.2 Point Assignment

All criteria to be considered in the evaluation of proposals are itemized below under "Criteria". The maximum points possible for each criterion are indicated in the column entitled "POSSIBLE POINTS".

CRITERIA	POSSIBLE POINTS
Respondent(s) qualifications	150
Respondent(s)'s experience – prior and current	75
Facility staffing and skills	100
Performance on projects of similar nature	100
Respondent(s)'s demonstrated understanding of work to be performed and overall understanding of DYS needs and direction. This will be determined by evaluation of the Respondent(s)'s technical proposal for strategies on the performance of work requested.	325
<b>SUBTOTAL POINTS FOR TECHNICAL</b>	<b>750</b>

Respondent(s)'s Cost Proposal for performance of work requested. The lowest computed price proposal will be awarded maximum value. The value of other proposals will be awarded on a basis proportionate to the lowest cost proposal <b>POINTS FOR COST</b>	250
<b>Total Possible Points</b>	<b>1000</b>

### 5.3 Contract Award Process

The contract will be awarded to the Respondent(s) that provides the most effective solution for the price quoted, not necessarily the one with the lowest cost.

The format for the professional/consultant services contract, as prescribed by Arkansas law, can be found in **Attachment C**.

**ATTACHMENT A**

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the Respondent(s)'s proposal. Failure to provide this statement will result in rejection of the proposal.

PROFESSIONAL SERVICES CONTRACT  
GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

**Legal Considerations**

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas' administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

**Financial Terms of the Contract**

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required <u>OR</u> Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)

\***Reimbursement Method:** (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement

\*\***Payment Limitations:** (Select from the following) Quarterly Cumulative; Monthly Cumulative; None

**\*\*\*Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

**Type(s) of Match:** The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

**Cash Match:** Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

**Donation of Property:** Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

**Third Party In-Kind Contributions.** Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

**Funds Transfer:** Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

#### **Term of the Contract**

The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

#### **Terms of Payment/Billing**

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

#### **Termination of Contract**

The Department may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed

upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

#### **Procedure on Expiration or Termination**

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

#### **Termination Claims**

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

#### **Contractor**

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

#### **Force Majeure**

The Contractor will not be liable for any cost to the Department if the failure to perform the contract arises out of causes beyond

the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

#### **Disputes**

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

#### **Confidentiality of Information**

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

#### **Public Disclosure**

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

#### **Inspection of Work Performed**

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

### Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a **Contract and Grant Disclosure and Certification Form**. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that Subcontractor:
  - 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 subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

### Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services  
Office of Chief Counsel Audit Section  
P.O. Box 1437 – Slot S270  
Little Rock, Arkansas 72203-1437

### Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

### Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

#### **Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

#### **Department Property**

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

#### **Use and Ownership of Software**

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

#### **Contract Variations**

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

#### **Attorney's Fees**

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

#### **Liability**

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

#### **Records Retention**

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

#### **Access to Contractor's Records**

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain

adequate language to allow the same guaranteed access to the records of subcontractors.

#### **Ownership of Documentation**

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

#### **Disclosure**

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

#### **Set-Off**

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

#### **State and Federal Laws**

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

#### **Accessibility Act 1227 of 1999**

The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Contractor represents and warrants to the Department of Human Services that the technology provided to the Department of Human Services for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

#### **Employee Background Requirements**

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 et seq, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 et seq, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

**Prohibition Against Contingent Fees**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

**Compliance with Department Policy Issuances**

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

**Relinquishment**

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

**Entire Contract**

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

**Survival of Rights and Obligations**

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

**Notices**

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

\_\_\_\_\_  
(address)

Attention: \_\_\_\_\_  
(name of contractor contact person or such other name or address as  
may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

\_\_\_\_\_  
(address)

Attention: \_\_\_\_\_  
(name of Department contact person)

**Severability of Provisions**

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

#### **Certification Regarding Lobbying:**

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

#### **Certification Regarding Debarment**

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled \*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions\* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

#### **Certification Regarding Employment Practices**

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

**Attachment B**  
**STATEMENT OF ACKNOWLEDGEMENT**

<b>NAME OF ORGANIZATION</b>			
<b>ADDRESS</b>		<b>Phone #</b>	
		<b>FAX #</b>	
<b>TAXPAYER IDENTIFICATION / SOCIAL SECURITY NUMBER:</b>			
<input type="checkbox"/> MINORITY VENDDR	<input type="checkbox"/> STATE AG'CY	<input type="checkbox"/> LOCAL GOV'T	<input type="checkbox"/> FOR PROFIT
		<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> CORPORATION, LLC, or PA
			<input type="checkbox"/> FILED FOR INCORPORATION,

**PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:**

<b>NAME:</b>		<b>TITLE:</b>	
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**PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:**

<b>NAME:</b>		<b>TITLE:</b>	
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**CORPORATE PRESIDENT'S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):**

<b>NAME:</b>		<b>ADDRESS:</b>	
<b>OFFICIAL TITLE:</b>			

Does this proposal contain confidential information? If "Yes", explain on an attachment to this Statement. YES  NO

Have you previously been a provider for the Department of Human Services?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you been terminated from a DHS program or convicted of Medicare / Medicaid fraud?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you intend to offer any services through a subcontractor?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<ul style="list-style-type: none"> <li>If so, indicate in the space provided the percentages of work that will be done by the primary contractor and the subcontractors?</li> </ul>		
<ul style="list-style-type: none"> <li>If so, have you attached the required statements from the subcontractors?</li> </ul>		
Have you included the original and copies of the proposal, in the required format and number?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you refrained from including pricing information in the Technical Proposal?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you read and understood, and do you agree to comply with, the requirements of the RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you certify that you do not and will not discriminate in employment practices?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Does the person signing certify that he/she is responsible for making decisions for the organization relevant to this RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you authorize DHS to verify financial information requested by the RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you certify that no attempt has been made to persuade others to or not to submit proposals?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you commit to adhering to an established accounting systems and financial controls?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you received any amendments to this RFP? YES <input type="checkbox"/> NO <input type="checkbox"/> If "YES", how many?		

**CERTIFICATION**

By signature of this form and submission of a proposal in response to this RFP, the respondent acknowledges that the above certifications are true and accurate AND acknowledges acceptance of and agreement with the terms and conditions contained within this RFP.

SIGNATURE BY OFFICER OF ORGANIZATION  
Authorized to Contractually Obligate

TITLE

DATE

**ATTACHMENT C  
STATE OF ARKANSAS  
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

<b>CONTRACT #</b>		<b>FEDERAL I.D. #</b>	
<b>VENDOR #</b>		<b>MINORITY VENDOR</b>	<b>YES          NO</b>

**1. PROCUREMENT:**

Check appropriate box below for the method of procurement for this contract:  
 ABA Criteria \_\_\_ Request for Proposal \_\_\_ Competitive Bid \_\_\_ Request for

**Qualifications** \_\_\_

Intergovernmental \_\_\_ Emergency \_\_\_  
 Sole Source by Justification \_\_\_ (Must be attached). Sole Source by Intent to Award \_\_\_  
 Sole Source by Law \_\_\_ Act or Statute #

# \_\_\_\_\_

**2. DATES, PARTIES:**

The term of this agreement shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_.

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Contractor.

<b>AGENCY NUMBER/NAME</b>	
<b>AGENCY NUMBER/NAME</b>	

<b>CONTRACTOR NAME</b>	
<b>ADDRESS</b>	

**3. CALCULATIONS OF COMPENSATION:**

For work to be accomplished under this agreement, the Contractor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement \$ \_\_\_\_\_

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expense \$ \_\_\_\_\_

Total compensation inclusive of expense reimbursement \$ \_\_\_\_\_

<b>Projected total cost of contract if all available periods of extensions are completed</b>	<b>\$</b>
--	-----------

**4. SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract.

% Federal Funds	% State Funds	% Cash Funds	% Trust Funds	% Other Funds

Identify the source of funds for the following:

Federal Funds	
Cash Funds	
Trust Funds	
Other Funds	

**MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

5. **RENDERING OF COMPENSATION:**

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. \_\_\_\_\_ to this agreement.

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6. **OBJECTIVES AND SCOPE:**

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

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7. **PERFORMANCE STANDARDS:**

List Performance standards for the term of the contract. (If necessary, use attachments)

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8. **ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

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**9. CERTIFICATION OF CONTRACTOR**

A. “I, \_\_\_\_\_ (Contractor) \_\_\_\_\_ (Title) certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract.” Where the contractor is a widely-held public corporation, the term ‘direct or indirect monetary benefits’ “shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation.”

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies.)

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C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency?

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D. The contractor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP

E. The agency shall exercise no managerial responsibilities over the contractor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

10. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

11. NON-APPROPRIATION CLAUSE:

“In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.”

12. TERMS:

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended \_\_\_\_\_, in accordance with the terms stated in until \_\_\_\_\_ the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration/Director of Office of State Procurement if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which cause the total compensation to exceed the sum of \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date of the amendment.

This contract may be terminated by either party upon 30 day written notice, unless otherwise agreed by both parties.

13. AUTHORITY:

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.



**ATTACHMENT D  
ARKANSAS DEPARTMENT OF HUMAN SERVICES  
PERFORMANCE BASED CONTRACTING**

**NOTE:** These Performance Based Standards are **EXAMPLES ONLY** and represent the types of indicators which will be included in the contract.

- I. The contract must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the Contractor or to the Contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the Contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the Contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the Contractor's performance is acceptable.
- IV. The contract program deliverables and performance indicators to be performed by the Contractor are:

**Service Definitions**

**Multi-Systemic therapy (MST)** is an intensive family- and community-based treatment program designed to make positive changes in the various social systems (home, school, community, peer relations) that contribute to the serious antisocial behaviors of children and adolescents who are at risk coming into the juvenile justice system or commitment to DYS.

**PROGRAM DEIVERABLE 1**

To procure a license agreement MST, Inc. (P.O. Box 21269, Charleston, SC, 29413-1269, phone: 843-856-8226, fax 843-856-8227) which is the only MUSC-affiliated organization that grants these license agreements and provides program development and training services in MST throughout the United States. The MST website might be useful In preparing your proposal, <http://www.mstservices.com>.

**Performance Indicator 1**

1. The Contractor shall enter into an agreement with MST, Inc.
2. The Contractor will work with MST to supply training, technical support and consulting as prescribed in the MST model.

**Acceptable Levels of Performance**

1. The Contractor shall keep a copy of their agreement with MST on file for review by DYS,
2. The Contractor shall cooperate fully with MST guidelines and provide monthly reports to DYS regarding progress.
3. The Contractor will work with MST to develop a timeline for implementation to ensure that six (6) months of MST can be done during the life of this contract.

## **PROGRAM DELIVERABLE 2**

### **Performance Indicator 1**

To garner support and build community buy-in.

#### **Acceptable Levels of Performance**

1. The Contractor shall work with DYS to facilitate a visit from the Program Developer to Arkansas to provide an overview presentation and meeting with stakeholders to assure that the buy-in needed for program success is in place.
2. The Contractor shall organize an overview meeting will be scheduled and presented within two weeks of starting date.
3. The Contractor shall invite all stakeholders.

## **PROGRAM DELIVERABLE 3**

To ensure that each juvenile's treatment needs are met and to seek, facilitate, cooperate, certify and promote the use of Medicaid funds for all available services by obtaining Certificate of Need (CON)

### **Performance Indicator 1**

1. The Contractor shall assure that the treatment and medical needs of each juvenile referred by DYS or the courts and admitted to the Contractor's program, are met on a daily basis including medical, dental and acute psychiatric care and transportation to any necessary care provided away from the juvenile's home.
2. The Contractor shall ensure that any medications, required by juveniles referred by DYS or the courts are admitted to the Contractor's program, are administered and monitored by appropriately licensed personnel.
3. The Contractor shall maintain records, for each juvenile referred by DYS or the courts and admitted to the Contractor's program, that document that all needed treatment and care was provided in accordance with the Scope of Service. This documentation shall include all presenting problems, medical symptoms, physician identification, diagnosis, prognosis, treatment protocols, listing all funding sources used for treatment or transportation to treatment, and proof of compliance with physician's orders.
4. The Contractor shall cooperate with and assist DYS or the courts in seeking, facilitating and documenting that a Certificate of Need (CON) for Medicaid funds were sought for all juveniles referred by DYS or the courts and admitted to the Contractor's program.

#### **Acceptable Levels of Performance**

1. The Contractor shall maintain records documenting that adequate treatment and medical services were provided to all juveniles referred by DYS or the courts and admitted to the Contractor's program.
2. The Contractor shall submit certification that services were rendered in accordance with the Scope of Service of Work herein with the monthly billing to DYS and shall include identification of all Medicaid and other funding sources used for payment of these services.
3. The Contractor shall submit certification that they have applied for a Certificate of Need (CON) from Medicaid on all DYS juveniles. Verification documentation shall be maintained in each juvenile's individual case file.
4. The Contractor shall submit certification that they have aggressively appealed negative responses from Medicaid. Verification documentation shall be maintained in each juvenile's case file.

#### **PROGRAM DELIVERABLE 4**

To staff program with qualified clinicians.

##### **Performance Indicator 1**

1. The Contractor shall hire/assign master's level therapists that are licensed/certified by the State of Arkansas and in good standing with the Board issuing the license/certificate to do independent practice in the field to provide MST to youth and their families among the target population.
2. The Contractor will ensure that therapists are trained in the MST methodologies.

##### **Acceptable Levels of Performance**

1. The Contractor shall maintain all therapists' credentials and degrees for review by the Division of Youth Services.
2. The Contractor shall maintain documentation indicating that the therapists have received training in MST methodologies.
3. The Contractor shall ensure that all therapists have completed successfully:
  - a. 5-day Orientation in MST.
  - b. Training could include out-of-state travel.
  - c. Weekly telephone consultation
  - d. Quarterly on-site booster trainings (1 ½ days)
4. Contractor must ensure all supervisors collect and provide reports on MST fidelity measurements given to families receiving MST and to therapists receiving MST supervision as indicated by the MST quality assurance program.

##### **Performance Indicator 2**

The Contractor shall provide doctoral-level clinicians to supervise therapists. They must also be certified/licensed by the State of Arkansas and in good standing with the Board issuing the license/certificate to do independent practice in the field. They must also be trained in the MST methodologies. Supervisor-clinicians will be responsible for: MST group supervision; clinician development; continuous quality improvement, community collaboration, therapist hiring, program fidelity.

##### **Acceptable Levels of Performance**

1. The Contractor shall maintain all therapist-supervisors credentials and degrees for review by DYS.
2. The Contractor shall maintain documentation indicating that the therapist-supervisors have received training in MST methodologies.
3. The Contractor shall ensure that all therapist-supervisors have completed successfully: 2-day Orientation in MST and annual supervisor workshop.

### **Performance Indicator 3**

1. The Contractor shall ensure that staff who are in support and administrative roles receive training.

### **Acceptable Levels of Performance**

1. The Contractor shall ensure that all staff that will support or administrate program components will receive 5-day orientation from the MST Program Developer.

### **PROGRAM DELIVERABLE 5**

To provide intensive comprehensive training for program clinicians.

### **Performance Indicator 1**

1. The Contractor shall hire/assign master's level therapists that are licensed/certified by the State of Arkansas and in good standing with the Board issuing the license/certificate to do independent practice in the field to provide MST to youth and their families among the target population. Therapists must also be trained in the MST methodologies.

### **Acceptable Levels of Performance**

1. The Contractor shall work with the MST Program Developer to ensure that the program is staffed appropriately.
2. The Contractor shall work with the MST Program Developer to:
  - a. Develop suitable job descriptions.
  - b. Facilitate advertising, interviewing and selecting staff most qualified to implement MST successfully.
3. Staff should be in place within forty-five (45) days of start-up.

### **PROGRAM DELIVERABLE 6**

The Contractor shall work with the MST Program Developer throughout start-up to ensure that careful planning and start-up goes smoothly and in adherence to a strict timeline.

### **Performance Indicator 1**

1. The Contractor shall work with the MST Program Developer and DYS to produce a description, implementation plan and timeline.

### **Acceptable Levels of Performance**

1. The Contractor shall produce a description and implementation timeline within one month of beginning the program.
2. The Contractor shall provide documentation to DYS in a report by no later than one month from start date of the program that.
  - a. Defines the target population and what criterion will be used to determine which adolescents and families will be included in the program.
  - b. Outlines criteria that will be use to determine eligibility for referral and discharge processes.
  - c. Provides a policy for record keeping practices and sample forms to be used
  - d. Provides recommendations for evaluation tools to be used.
3. The Contractor shall work with the MST Program Developer and DYS to articulate the target population definition and prioritization, referral and discharge criteria, processes, and recommendations regarding clinical records keeping practices and initial program evaluation.

### **PROGRAM DELIVERABLE 7**

1. To ensure that eligible youth and families receive MST.

#### **Performance Indicator 1**

1. Therapy shall be provided in accordance with the youth's case plan.

### **Acceptable Levels of Performance**

1. The Contractor shall provide a therapist to develop an individualized treatment plan that is flexible to address the multiple and changing needs of the youth and their families.
2. The therapists shall document all therapy sessions in the youth's individual case file to include stating where the sessions were held. All progress notes shall be filed in the youth's individual case file monthly.
3. The Contractor shall maintain documentation indicating that the therapists were available 24 hours each day.
4. The Contractor shall submit a monthly summary of the youth's participation and progress in therapy to the referring court and the DYS Assistant Director for Community Services.

#### **Performance Indicator 2**

1. The Contractor shall provide parent(s) with the resources needed for effective parenting and for developing increased family structure and cohesion.

### **Acceptable Levels of Performance**

1. The Contractor MST therapists shall provide Intensive Family Services including:
  - a. Available services when needed including evenings, nights and weekends.
  - b. Use a team approach.
  - c. Provide a continuum of support services to target interventions to families.

2. The Contractor MST therapists shall use a Wraparound Care Coordination plan that provides individualized care management for youth and their families.
  - a. The Contractor MST therapist shall provide high quality planning through collaboration.
  - b. Written plans shall ensure that families' strengths are used, that goals are developed and that needs are addressed. Plans shall be made available to DYS monitors as required.
3. Emphasis shall be placed on developing a collaborative relationship between the parents and school personnel and academic performance will be monitored.

### **Performance Indicator 3**

1. The Contractor shall become a member of the Arkansas Children and Adolescent System Programs (CAASP) team and other local organizations that are interested in providing services for youth who have behavioral problems.

### **Acceptable Levels of Performance**

1. The Contractor shall document meetings, telephone calls and other contact with state and local groups who are interested in the well-fare of Arkansas's youth and families.

### **PROGRAM DELIVERABLE 8**

To document that favorable outcomes have been achieved in the families served.

### **Performance Indicator: 1**

1. The Contractor shall collect and maintain documentation indicating:
  - a. a reduction of 25% or more in long-term rates of re-arrest among the adolescents served
  - b. a reduction of 47% or more in out-of-home placements among the adolescents served.
2. The Contractor shall document reductions in re-arrests and out-of-home placements; decreases in the need for mental health services for the youth; and improvements in family functions.

### **Acceptable Levels of Performance**

1. The Contractor will collect and maintain documentation indicating:
  - a. reductions of 25% or more in long-term rates of re-arrest among the adolescents served;
  - b. reductions of 47% or more in out-of-home placements among the adolescents served;
2. The Contractor will collect and maintain documentation indicating that there has been a decrease in the mental health problems for serious adolescent offenders treated by the program.
  - a. The Contractor will use that Youth Outcome Questionnaire (YOQ-R) given to both care givers and youth at the start of MST and at least monthly during treatment.
  - b. The Contractor may also used standardized instruments assessing substance abuse or other serious behavioral health problems at the beginning and periodically during treatment.
3. The Contractor will document the family dynamics when services began and when case is ready for closure in each adolescent's case record indicating improvements in family functioning such as, but not limited to:
  - a. The family demonstrates improved communication between the members
  - b. The family demonstrates positive techniques in problem solving;

- c. The family demonstrates improved ability to access additional assistance and resources in the community; and
  - d. Adolescent has not re-offended.
4. Measurements in #3 must be measured by a standardized assessment used in previous MST studies using these family dynamic outcomes or documentation should be maintained that provides lay-out for the Contractor for comparison overtime for consistency and completeness.

**PROGRAM DELIVERABLE 9**

The Contractor shall submit billing information and reports in the manner and format required by DYS policies, procedures and guidelines, currently Rite Track.

**Performance Indicator 1**

- 1. Treatment plans and progress reports are entered in RiteTrack™.
- 2. The adolescents served have been entered into Rite Track for billing purposes.

**Acceptable Levels of Performance**

- 1. The Contractor shall enter all treatment plans and progress reports into Rite Track as directed by the DYS IT Unit.
- 2. The Contractor shall enter all of the adolescents served into Rite Track for billing purposes by the 10<sup>th</sup> of the following month as directed by the DYS IT Unit.

**PROGRAM DELIVERABLE 10**

To provide for required reports to DYS within specified timeframes and to plan and implement corrective action when notified by DYS of deficiencies in program compliance.

**Performance Indicator 1**

The contractor shall provide the following reports, on adolescents referred by DYS admitted into the contractor’s program, to DYS and the Arkansas DHS according to the routing, timeframes and contents specified as follows:

**1. Annual Reports**

- 1. A report detailing an independent fiscal audit, certified by a Certified Public Accountant in accordance with generally accepted accounting principles, of the program will be submitted to the Arkansas DHS Office of Chief Counsel Audit Section, within one hundred and twenty (120) calendar days following the end of each contract period.
- 2. A report that provides a comprehensive review of services provided to DYS adolescents. The report shall summarize the content of the quarterly reports to include, but not limited to:
  - a. Number of adolescents served;
  - b. Length of program participation;
  - c. Characteristics of adolescents served; and
  - d. Outcomes for adolescents served;
    - 1) Remained in the home, not requiring out-of-home placement;

- 2) Continued in school;
  - 3) Obtained and retained employment, if applicable;
  - 4) Did not re-offend; and
  - 5) Other
- e. Measurable indicators of results of the performance indicators in this contract; and
  - f. Number of referrals received and accepted and a summary of reasons for non-acceptance;
3. This report will be submitted within one hundred and twenty (120) calendar days following the end of the contract period, to the DYS Director/designee.

#### **B. Quarterly Report**

1. The contractor shall meet quarterly with each of its subcontractors to review contract performance and compliance with the applicable performance indicators. The contractor shall submit a report within ten calendar days of the end of each quarter which details the outcome of this review to the DYS Audit and Compliance Section.

#### **C. Monthly Reports**

1. The contractor shall provide the DYS Assistant Director for Community Services and the referring court by the tenth (10th) working day of each month with a monthly report for the prior month regarding adolescents that were admitted to the contractor's program;
2. The monthly aggregate placement report shall include the following information for adolescents designated by DYS:
  - a. Listing of adolescents, by name, that began receiving services from the contractor's treatment team during the prior month;
  - b. Listing of adolescents (by name) that were continuing to receive services from the contractor's treatment team during the prior month; and
  - c. Listing of adolescents (by name) that had completed their treatment regime during the prior month.
2. The contractor shall submit a report monthly to the DYS Assistant Director for Community Services and the referring court certifying the following:
  - a. Case files have been reviewed to determine that all adolescents served have written authorization from DYS or the court and that the billings were submitted within the specified timeframes;
  - b. The MST program has been provided in accordance with applicable performance indicators in this contract;
  - c. The contractor has documented compliance with all DYS policies, procedures and directives related to Criminal background checks, child and adult registry checks; and
  - d. The contractor is in compliance with all other performance indicators of this contract.

#### **Acceptable Levels of Performance**

The contractor shall provide each of the monthly, quarterly and annual reports, each with the required content, by the timeframe specified. The contractor understands that failure to meet these reporting requirements may result in delay in payments to the contractor or termination of the contract.

## **Performance Indicator 2**

The contractor shall cooperate fully with on-site monitoring by DYS to evaluate contractor compliance with this contract, DYS policies, procedures and administrative directives; monitoring of random samples of adolescent records for appropriate documentation of services; and to correct any deficiencies identified.

### **Acceptable Levels of Performance**

1. The contractor shall provide a corrective action plan to the DYS Programs and Compliance Section within the timeframes requested whenever notified of deficiencies in reporting, documentation or compliance with this contract, DYS policies, procedures or guidelines.
2. Should a corrective action plan be submitted, the contractor shall ensure that all corrective actions specified are fully implemented within the specified timeframes.

## **PROGRAM DELIVERABLE 10**

### **Performance Indicator 1**

To participate in the System of Care (SOC), and in association with the Community Care Councils.

1. The Contractor shall participate in a System of Care Information tracking system. Data tracking includes, but not limited to:
  - a. System of Care Data: Community Involvement (Community Care Councils meeting; trainings in SOC; Wraparound meetings, Family Involvement in SOC);
  - b. Process Data: (amount and types of services provided per child, beginning and ending dates of treatment);
  - c. Outcomes Data: (Standard Outcome Instrument {including the Youth Outcome Questionnaire scores and questions added to the YOQ; fidelity instrument scores, satisfaction scores, and specific outcomes for MST}); and
  - d. Demographic Data: (Unique ID for child, gender, age, family size, and income, primary caretaker, address and phone numbers to allow follow-up

### **Acceptable Levels of Performance**

1. The Contractor shall maintain all records required and in the preferred format for the System of Care Program

## **REMEDIES FOR UNACCEPTABLE PERFORMANCE**

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

1. The contracting division will notify the contractor of unacceptable performance. A meeting between the division and contractor will take place to discuss and develop an informal plan for change; and
2. The contracting division will notify the contractor in writing of non-compliance with the program deliverable and performance indicators for that program deliverable. Within ten working days of

notification of non-compliance, contractor must submit and implement a corrective action plan that is acceptable to the contracting division or its designee. Pending submission and implementation of an acceptable corrective action plan, payment may be reduced or withheld as determined by the contracting division.

3. Payment may be withheld or reduced as determined by the contracting division.
4. The contract may be terminated.

These remedies are in addition to all others available at law or equity.