



**STATE OF ARKANSAS**  
Department of Human Services  
Office of Procurement  
700 Main Street  
Little Rock, Arkansas 72201

**REQUEST FOR PROPOSAL**  
RFP SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	710-23-0006	Solicitation Issued:	February 13, 2023
Description:	Residential Treatment and Facilities Management		
Agency:	Department of Human Services (DHS), Division of Youth Services (DYS)		
SUBMISSION DEADLINE			
Proposal Submission Date and Time	March 24, 2023 1:00 p.m., Central Time	Proposal Opening Date and Time:	March 24, 2023 2:00 p.m., Central Time
Proposals <b>shall not</b> be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time <b>shall</b> be considered late and <b>shall</b> be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).			
DELIVERY OF RESPONSE DOCUMENTS			
Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 <sup>th</sup> Street, Slot W345 Little Rock, AR 72201		
Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>			
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. ▪ Solicitation number    ▪ Date and time of proposal opening    ▪ Vendor's name and return address		
OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Arnetia Dean	Buyer's Direct Phone Number:	501-683-5969
Email Address:	<a href="mailto:DHS.OP.Solicitations@dhs.arkansas.gov">DHS.OP.Solicitations@dhs.arkansas.gov</a>	OP's Main Number:	501-396-6045
DHS Website:	<a href="https://humanservices.arkansas.gov/do-business-with-dhs">https://humanservices.arkansas.gov/do-business-with-dhs</a>		
OSP Website:	<a href="http://www.arkansas.gov/dfa/procurement/bids/index.php">http://www.arkansas.gov/dfa/procurement/bids/index.php</a>		

## SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

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

### 1.1 INTRODUCTION

- A. This Request for Proposal (RFP) is issued by the DHS Office of Procurement (OP) for the Division of Youth Services (DYS) to obtain proposals and a contract for services for secure residential treatment facilities.
- B. This RFP includes the following services:
1. Daily Facility Operations and Management
  2. Facility Safety and Security
  3. Daily On-site Medical Services & Medication Management and Administration
  4. Intake and Assessment of all Youth placed in DYS Custody
  5. General Education On-Site Coaching & Mentoring
  6. Programming for Graduates On-Site Instruction
  7. Vocational Education On-Site Instruction
  8. Special Education On-Site Instruction
  9. Dyslexia On-Site Instruction with fidelity
  10. GED On-Site Instruction and Mentoring
  11. Weekly Mental Health/Behavioral Health Therapy
  12. Case Management of Individualized Treatment Plans and weekly group therapy
  13. Daily Recreational Activities
  14. Daily Food Services Three Meals a Day (Two **must** be hot meals) and an Evening Snack
  15. All Transportation Needs i.e., To All Court Hearings, Off-Site Medical and Dental Appointments, Interfacility Transfers, Picking up new admissions from a juvenile detention center and transport to AJATC Intake & Assessment Unit
  16. Staffing for All Facility Positions
  17. Coordination of Services
- C. The locations included in this RFP are:
1. Harrisburg Juvenile Treatment Center (HJTC)
  2. Dermott Juvenile Treatment Center (DJTC)
  3. Mansfield Juvenile Treatment Center (MJTC)
  4. Arkansas (Alexander) Juvenile Assessment and Treatment Center (AJATC)
- D. DHS, at its sole discretion, reserves the right to request services from additional DHS divisions and locations.
- E. The Office of Procurement is the sole point of contact throughout this solicitation process.

### 1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.

### 1.3 TYPE OF CONTRACT

- A. As a result of this RFP, OP intends to award a contract to a single Contractor to manage all four (4) facilities.
- B. The term of this contract **shall** be for one (1) year. The anticipated start date for the contract is [July 1, 2023](#). Upon mutual agreement by the Prospective Contractor and agency, the contract may be renewed by OP, on a year-to-year basis, for up to six (6) additional one-year terms or portions thereof.
- C. The total contract term **shall not** be more than seven (7) years.

### 1.4 ISSUING AGENCY

The Office of Procurement (OP), as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this Bid Solicitation should be made through the Issuing Officer as shown on page one (1) of this document

### 1.5 BID OPENING LOCATION

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

Department of Human Services  
Office of Procurement  
618 Main Street  
Little Rock, AR 72201

Vendors wishing to attend the bid opening must report to the main entrance of the Arkansas Department of Human Services, Donaghey Plaza South, 700 Main Street, Little Rock, Arkansas 72201 and check in with the receptionist. All attendees are required to obtain security clearance upon entrance to the building by submitting a current, valid photo ID, preferably a driver's license, to the Security Officer at the reception area. The Security Officer will issue a visitor's badge which must be worn at all times. Before leaving the bid opening, visitors are required to return the visitor's badge to the Security Officer and retrieve their ID.

The receptionist is to contact the buyer for more detailed directions to the bid opening location.

**NOTE:** When circumstances warrant, DHS may elect to conduct the bid opening entirely via video conference. If DHS makes this election, DHS shall post a link to the video conference on its website. If the bid opening will be conducted entirely via video conference, individuals will not be permitted to attend in-person.

## 1.6 ACCEPTANCE OF REQUIREMENTS

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that the Contractor's agreement to and compliance with that item is mandatory.
- B. A Contractor's proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.
- C. Contractor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's Agreement and Compliance Page. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.)

## 1.7 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. "Prospective Contractor", means a responsible offeror who submits a proposal in response to this solicitation. "Prospective Contractor", "Contractor", "bidder", "vendor" and "respondent" are used synonymously in this document.
- C. The terms "buyer" and "Issuing Officer" are used synonymously in this document.
- D. The terms "Request for Proposal", "RFP", "RFP Solicitation," "Bid Solicitation" and "Solicitation" are used synonymously in this document.
- E. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- F. "Proposal Submission Requirement" means a task a Prospective Contractor shall complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- G. "Requirement" means a specification that a Contractor's commodity and/or service must meet or exceed in the performance of its contractual duties under any contract awarded as a result of this RFP. These specifications will be distinguished by using the terms "shall" or "must" in the requirement.
- H. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.
- I. Acronyms:

Term	Definition
------	------------

ACA	American Correctional Association
ADEQ	Arkansas Department of Environmental Quality
ADE	Arkansas Department of Education
ADH	Arkansas Department of Health
AJATC	Arkansas (Alexander) Juvenile Intake, Assessment & Treatment Center
AIP	Academic Improvement Plan
ALP	Additional Licensure Plan
AWOL	Absence Without Leave
CARF	Commission on Accreditation of Rehabilitation Facilities
CRIPA	Constitutional Rights of Incarcerated Persons Act
DBA	Division of Building Authority
DHS	Department of Human Services
DJTC	Dermott Juvenile Treatment Center
DWI	Driving While intoxicated
DYS	Division of Youth Services
ELL	English Language Learner
ESL	English as a Second Language
FAPE	Free Appropriate Public Education
FERPA	Family Educational Rights & Privacy Act
FOIA	Freedom of Information Act
GAAP	Generally Accepted Accounting Procedures
GED	General Education Development
HIPAA	Health Insurance Portability & Accountability Act
HJTC	Harrisburg Juvenile Treatment Center
IDEA	Individuals with Disabilities Education Act
IEP	Individual Education Plan
IET	Integrated Educational Training
ITP	Individualized Treatment Plan
JDC	Juvenile Detention Center
JJIS	The Juvenile Justice Information System is the Division of Youth Services electronic case management system accessible to internal and external users to manage and support the youth of Arkansas involved in the juvenile justice system and committed to DYS custody.
LOS	Length of Stay
LRE	Least Restrictive Environment
MJTC	Mansfield Juvenile Treatment Center
NSLP	National School Lunch Program
PIPA	Personal Information Protection Act
PREA	Prison Rape Elimination Act
SAF	Student Access Form
SAVRY	Structured Assessment of Violence Risk in Youth
SPED	Special Education
TABE	Test of Adult Basic Education
TAC	Teacher Access Center

## 1.8 RESPONSE DOCUMENTS

### A. *Original Technical Proposal Packet*

The following items are Proposal Submission Requirements and **must** be submitted in the original Technical Proposal Response Packet.

1. A hard copy of the original *Technical Proposal Packet* **must** be received on or before the bid submittal date and time. Copy should not be two sided.
2. The Proposal Packet should be clearly marked "Original" and **must** include the following:
  - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
  - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)

- c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
  - d. EO 98-04 Disclosure Form, Attachment A. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
  - e. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
  - f. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
    - Copy of Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
    - Signed addenda to this RFP, if applicable. (See Requirement of Addendum.)
    - *Voluntary Product Accessibility Template* (VPAT), if applicable. (See *Technology Access*.)
  4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- B. *Official Bid Price Sheet*. (See *Pricing*.)
1. Contractor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
  2. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, in PDF format, preferably on a flash drive. A CD will also be acceptable. All items on flash drive or CD should be in PDF format.
  3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
- C. *Additional Copies and Redacted Copy of the Technical Proposal Packet*
- In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:
1. Additional Copies of the *Technical Proposal Packet*
    - a. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
    - b. Two (2) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. A CD will also be acceptable. All items on flash drive or CD should be in PDF format.
    - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
    - d. One (1) redacted copy, in PDF format, if applicable, (marked "REDACTED") of the original *Technical Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)
    - e. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

## 1.9 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Contractors adhere to the following format and suggestions when preparing their *Technical Proposal* response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order:
  - *Proposal Signature Page*.
  - *All Agreement and Compliance Pages*.
  - Signed Addenda, if applicable.
  - E.O. 98-04 – *Contract Grant and Disclosure Form*.

- *Equal Opportunity Policy.*
- *Proposed Subcontractors Form.*
- Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the Bid Solicitation's item number.
- Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

#### 1.10 CLARIFICATION OF RFP SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted via email by **4:00 p.m.**, Central Time on or before **February 24, 2023**. Submit questions to the OP buyer as shown on page one (1) of this *Bid Solicitation*. It is the contractor's responsibility to guarantee receipt of the questions by the specific time and date. DHS accepts no responsibility for accurate or timely receipt of email submission.
- B. The attached response template (*Attachment B*) should be used for submission of all written questions. For each question submitted, Vendor should reference the specific solicitation item number to which the question refers. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on **March 10, 2023**.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.
- E. Oral statements by OP **shall not** be part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS.

#### 1.11 PROPOSAL SIGNATURE PAGE

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

#### 1.12 AGREEMENT AND COMPLIANCE PAGES

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

#### 1.13 SUBCONTRACTORS

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

#### 1.14 PRICING

- A. Contractor(s) shall include all pricing on the Official Price Bid Sheet only. Any cost not identified by the successful contractor but subsequently incurred in order to achieve successful operation **shall** be borne by the Contractor. The *Official Bid Price Sheet* is provided as a separate PDF file posted with this *Bid Solicitation*.
- B. Prospective Contractor's pricing **must** fall within **\$275.00 - \$285.00 per day**, per juvenile housed in a DYS secure facility. Pricing quoted outside of this rate range will be cause for rejection of a proposal.



- C. To allow time to evaluate proposals, prices must be valid for 180 days following the bid opening.
- D. The Official Bid Price Sheet, including the hard copy and electronic copy, **must** be separately sealed from the Technical Proposal Packet and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package. The Official Bid Price Sheet is provided as a separate file posted with this Bid Solicitation.
- E. Contractor **must not** include any pricing in the hard copies or electronic copies of their Technical Proposal Packet. Should hard copies or electronic copies of their Response Packet contain any pricing, the response shall be disqualified.
- F. Failure to complete and submit the Official Bid Price Sheet **shall** result in disqualification.
- G. All proposal pricing **must** be in United States dollars and cents.
- H. The Official Bid Price Sheet may be reproduced as needed.

#### 1.15 PRIME CONTRACTOR RESPONSIBILITY

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

#### 1.16 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - 1. The prices in the proposal have been arrived at independently, without collusion; and
  - 2. No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All Contractors **shall** understand that this paragraph may be used as a basis for litigation.

#### 1.17 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via e-mail or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.

- H. The Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Contractor.
- J. If a redacted copy of the submission documents is not provided with Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **will** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Contractor will be notified of the State's determination prior to release of the documents.
- L. The State has no liability to a Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

#### 1.18 CAUTION TO CONTRACTORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the OP buyer.
- B. Contractor **must not** alter any language in any solicitation document provided by the State.
- C. Contractor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Contractor **must** provide clarification of any information in their response documents as requested by OP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Contractors may submit multiple proposals. Each proposal shall be submitted separately and must include all documents and information required under this RFP in order to advance to evaluation.

#### 1.19 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.
- C. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- D. The vendor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening.

#### 1.20 AWARD PROCESS

- A. Award Determination  
The Grand Total Score for each Contractor, which **shall** be the sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The State may move forward to negotiations pursuant to Arkansas Code Annotated § 19-11-230, with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
- B. Discussions and Negotiations



1. If the agency so chooses, it shall also have the right to enter into discussion with the qualifying vendor(s), to further define contractual details. All such discussions shall be conducted at the sole discretion of the State and may be conducted at any lawful time of the State's choosing. The State shall solely determine the items to be discussed or negotiated.
2. If discussions or negotiations fail to result in a contract, the negotiation process may be repeated until an anticipated successful vendor(s) has been determined or an award made, or until such time the State decides not to move forward with an award.
3. The State may elect to request best and final offers. Any best and final offer request made by the State will be conducted with the responsible Contractors that meet the minimum qualifications at section 2.2.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the websites listed on page one (1) of this RFP.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
3. DHS **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
4. It is the Contractor's responsibility to check the OP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for award and administration of any resulting contract.
3. DHS reserves the right to award multiple contracts.

**1.21 MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:
- African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

**1.22 EQUAL OPPORTUNITY POLICY**

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

**1.23 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Contractor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants. If selected, the Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
- B. OSP will notify the selected contractor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the contractor(s) at that time.

**1.24 RESTRICTION OF BOYCOTT OF ISRAEL**

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

**1.25 PAST PERFORMANCE**

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

**1.26 TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State 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, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, 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;
  - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
  - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
  - 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
  - 6. Integrating into networks used to share communications among employees, program participants, and the public; and

7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, 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 and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

#### 1.27 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

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

#### 1.28 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

#### 1.29 PUBLICITY

- A. Contractors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a Contractor's proposal to be disqualified or for the contract to be terminated.

#### 1.30 RESERVATION

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

#### 1.31 DATA LOCATION

Contractor shall under no circumstances allow Arkansas data to be relocated, transmitted, hosted or stored outside the continental United States in connection with any services provided under this contract entered into under this RFP, either directly by the Contractor or by its subcontractors.

#### 1.32 SCHEDULE OF EVENTS

##### SOLICITATION SCHEDULE

ACTIVITY	DATE
Public Notice of RFP	February 13, 2023

Deadline for Receipt of Written Questions	February 24, 2023 @ 4:00PM CST
Response to written Questions, On or About	March 6, 2023
Proposal Due Date and Time	March 24, 2023, @ 1:00PM CST
Opening Proposal Date and Time	March 24, 2023; @ 2:00PM CST
Intent to Award Announcement Posted, Onn or About	May 12, 2023
Contract Start Date (Subject to State Approval)	July 1, 2023

### 1.33 STATE HOLIDAYS

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

HOLIDAY	DATE
New Year's Day	January 1
Dr. Martin Luther King's Birthday	Third Monday in January
George Washington Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays; however, there are occasions (i.e., during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor **shall** maintain adequate staff on such working holidays.

## SECTION 2 – SPECIFICATIONS

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

### 2.1 INTRODUCTION

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

Arkansas Code Annotated § 9-28-201 et. seq. charges DYS with providing rehabilitation services to delinquent juveniles and their families. DYS fulfills its mission by emphasizing individualized rehabilitation services utilizing research-informed and evidence-based treatment interventions, trauma-responsive interventions, Cognitive Behavioral Treatment Interventions (CBT), restorative justice principles, and a strength-based, family-focused approach to residential treatment. DYS requires its providers to be informed of and committed to this approach when providing services to youth and families. The residential services covered by this solicitation are part of a larger continuum of services which include family involvement, prevention services, community-based treatment, and services.

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

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

This procurement seeks a prospective contractor that is committed to operating a network of facilities within the State of Arkansas in a manner consistent with the values, goals and requirements outlined in this solicitation.

### 2.2 TARGET POPULATION

- A. DYS staff coordinates with courts and juvenile detention centers to notify the Contractor for commitment intake of adjudicated male and female youth to the intake and assessment center.
- B. Any juvenile who has a valid juvenile court order of commitment to DYS custody.
- C. In the specialized treatment unit, the target population includes adjudicated male juveniles who have an acute and severe mental health disorder diagnosed on axis 1 and axis 2 of the DSM-5; additionally, the juvenile should have a history of treatment non-compliance, medication non-compliance along with a history of aggressive acting out behavior toward other juveniles and staff.

### 2.3 MINIMUM QUALIFICATIONS

The Contractor **must** meet the following requirements:

- A. The Contractor **must** be registered to do business in the State of Arkansas. For verification purposes, Contractor must submit official documentation of their active registration from the Arkansas Secretary of State's Office.
- B. The bidder **must** include a copy of all up-to-date required licensure and certification documents in the bidder's response to this solicitation. See "Response Documents."
- C. Prospective Contractor **shall** be experienced in the treatment and rehabilitation of juvenile offenders. Contractor's Programs must emphasize rehabilitation, education, and treatment of juveniles.
- D. Prospective Contractor **shall** have a minimum of five (5) years' experience in direct administrative operations dealing with juvenile justice and juvenile rehabilitation as a residential treatment and/or correctional facility.
- E. Prospective Contractor **must** tour each facility as scheduled below. For verification purposes, DYS will provide a sign in sheet for each facility. The sign in sheet will be used to verify attendance.
- F. Prospective Contractor **shall** complete Attachment FF – Performance & History Disclosure and provide with bid submission. DHS, at its sole discretion, reserves the right to review the disclosed information which may be used to determine if the Contractor is "responsible."
- G. Prospective Contractor **shall not** have received a civil or criminal regulatory enforcement action in connection with the Department of Justice (including DOJ litigation(s) or formal investigation(s) by DOJ litigation department), or similar federal regulatory body within the past three (3) years. For verification purposes, Prospective Contractor must complete Attachment FF - Performance & History Disclosure and provide with bid submission. DHS, at its sole discretion, reserves the right to review the disclosed information which may be used to determine if the Contractor is "responsible."

## 2.4 FACILITY TOUR FOR PROSPECTIVE BIDDERS

DYS will provide tours of each facility to prospective bidders at the following locations:

Location
MJTC, 36 Johnnie Cake Point, Mansfield, AR 72944
DJTC, 1001 Regional Rd, Dermott, AR 71638
HJTC, 1800 Pine Grove Lane, Harrisburg, AR 72432
AJATC, 1501 Woody Dr., Alexander, AR 72002

Prospective bidders **must** contact Savannah Jackson in advance to schedule tours at phone number (501) 320-6160 or by email at [Savannah.Jackson@dhs.arkansas.gov](mailto:Savannah.Jackson@dhs.arkansas.gov). Tours may be scheduled from February 22<sup>nd</sup> – 24<sup>th</sup>.

Facility tours will last approximately two (2) hours.

## 2.5 JUVENILE PLACEMENT

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

## 2.6 STAKEHOLDERS

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



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

## 2.7 COMPLIANCE

### A. Resource Library

1. Contractor **shall** review the following links for statistical and narrative information. It contains provider manuals, consumer information, provider information, and program information for the services specified in the RFP as well as standards by which the selected Contractor **must** adhere. Contractor **shall** comply with all applicable standards in their current form, as well as all updates and amendments thereto which are hereby incorporated.
2. DYS will make all possible efforts to ensure that resource information is complete, accurate, and current. However, the State will not be liable for the accuracy, completeness, or most recent documentation of any information or data contained in this RFP. It is the responsibility of the Prospective Contractor to ensure knowledge of all applicable laws, regulations and resource information provided in the Resource Library.
  - a. [Division of Building Authority](#)
  - b. [Arkansas Code Annotated](#)
  - c. [American Correctional Association](#) (ACA)
  - d. [Arkansas Division of Elementary and Secondary Education](#)
  - e. [ADE/Special Education Unit \(SEU\) Forms](#)
  - f. [Arkansas Department of Environmental Quality](#)
  - g. [Arkansas Board of Health Rules and Regulations pertaining to Control of Communicable Diseases: Tuberculosis](#)
  - h. [Arkansas Division of Youth Services](#)
  - i. Arkansas DHS Policy: To be provided upon contract award
  - j. Arkansas DYS Policy: To be provided upon contract award
  - k. [Commission on Accreditation of Rehabilitation Facilities \(CARF\)](#)
  - l. [PREA Resource Center](#)
  - m. [IDEA of 2004](#)
  - n. Division of Youth Services; Standards for Secure Facilities Operated by A Contracted Provider (Attachment DD)
  - o. [Model Programs Guide | Home | Office of Juvenile Justice and Delinquency Prevention \(ojp.gov\)](#)

### B. AMERICAN CORRECTIONAL ASSOCIATION (ACA) PERFORMANCE-BASED STANDARDS FOR JUVENILE CORRECTIONAL FACILITIES AND COMMISSION ON ACCREDITATION OF REHABILITATION FACILITIES (CARF) STANDARDS FOR ACCREDITATION

1. Contractor and DYS **shall** apply for, secure accreditation, and maintain accreditation with ACA Performance-based Standards for Juvenile Correctional Facilities and the Commission on Accreditation for Rehabilitation Facilities (CARF) for all secure facilities under the auspices of DYS. Contractor **shall** apply for ACA & CARF membership within ninety (90) calendar days upon execution of the contract., The Contractor **shall** maintain ACA or CARF accreditation for the entirety of the contract period.
2. As determined by DYS, any hindrance to proper accreditation or failure to achieve proper accreditation or keep proper accreditation on the part of the Contractor may be grounds for termination of any resulting contract.
3. Per the United State Department of Justice, Prison Rape Elimination Act (PREA), Juvenile Facility Standards, 28 C.F.R. Part 115; 115.393 Audits of standards, the Contractor **shall** ensure all facilities receive and or have completed a Prison Rape Elimination audit during the current PREA audit cycle and for any subsequent audit cycles during the duration of the Contract. As determined by DYS, any hindrance to receiving a PREA audit or failure to receive a PREA audit at any of the five facilities on the part of the Contractor may be grounds for termination of the contract.

### C. POLICY MANUAL

1. The Contractor **shall** identify fundamental components required for the development of Contractor's Policy & Procedure Manual for the operations of the secure care facilities surrounding the day-to-day secure, safe, and orderly functions of the facilities and to provide for their review on an annual basis. The Policy & Procedure Manual **shall** meet or exceed the American Correctional Association Performance-Based Standards for Juvenile Correctional Facilities, (CARF), the DYS Standards for Secure Facilities Operated by a Contracted Provider (Attachment DD), along with any and all applicable State, and federal statutes.

2. A copy of the finalized Policy & Procedure Manual for the facilities **shall** be provided to the DYS Director or designee, within thirty (30) calendar days after contract award. Any updates/changes **must** be provided within thirty (30) days prior to implementation. DYS **shall** have final approval of the facility Policy & Procedure Manual.
3. The most current copy of the facility Policy & Procedure Manual **must** be on file at the facility and with the DYS Director or designee, at a minimum, annually or within thirty (30) calendar days if there are any updates to any part of the policy and procedure manual.
4. Contractor **shall** immediately notify the DYS director or designee of updates and/or corrections, to ensure protection of health, safety, welfare, and security of juveniles, staff, and facility operations.
5. After review by DYS, should the Policy & Procedure Manual be determined not to meet the requirements specified, the Contractor **shall** submit changes as advised by DYS to the DYS Director or designee to achieve compliance prior to implementation within fifteen (15) calendar days after receipt of the advised changes.
6. Contractor's Policy and Procedure Manual **shall** include the following:
  - a. Control Center operations;
  - b. Formal and Informal Count of Juveniles
  - c. Control of contraband and unauthorized items;
  - d. Emergency and safety procedures;
  - e. Escapes, riots, hunger strikes, disturbances and taking of hostages;
  - f. Flammable, toxic and caustic control;
  - g. Key control;
  - h. Perimeter control and surveillance;
  - i. Permanent log maintenance;
  - j. Physical plant inspections;
  - k. Rounds and inspection;
  - l. Security;
  - m. Security equipment;
  - n. Tool control;
  - o. Use of physical interventions, room confinement, room isolation;
  - p. Youth accountability; and
  - q. Youth transport.

#### D. INFORMATION TECHNOLOGY ENVIRONMENT

1. Contractor **shall** conform to all applicable DHS DYS Operational Standards requirements in form, content, and entry/storage/retrieval of automated systems. DYS Operational Standards will be provided to awarded Contractor. (See attachments T,U,V,W,X,Y)
2. DYS utilizes an electronic information management system JJIS that provides data entry, storage, tracking, and reporting capabilities for all custody and non-custody juveniles. Secure connectivity to the JJIS is provided through the Internet. JJIS also provides the automated framework for billing and service delivery documentation and for incident reporting. The JJIS system may be updated or replaced at any time during the period of service on any resulting contract resulting and the contractor **must** make every effort to comply with a future system. Contractor **shall** use the approved DHS/DHS Juvenile Justice Information System (JJIS) as the primary system of record for DYS case management.
3. Contractor **shall** coordinate data interface/exchange with the State's JJIS system from any third-party applications in use as required by DHS/DYS.
4. Contractor **shall** connect to DHS/DYS using the provided DHS Network.
5. Contractor **shall** provide data in the format prescribed by DYS and meet data entry maintenance requirements that **must** include necessary reconciliation of juvenile data and completion of required error corrections. Additional requirements regarding data provision are throughout this RFP.

6. Access to the DHS network will be provided to Contractor at Implementation. If a new hire will require access to the DHS network, Contractor **shall** notify DYS Information Systems within seven (7) days of the start date for the new hire.
7. Contractor **shall** adhere to a system of juvenile record keeping that complies with ACA standards and the DYS Operational Standards and any amendments thereto governing the creation, management, storage, transmission and preservation of the record systems.
8. Contractor **shall** work collaboratively to incorporate any new information systems obtained by Contractor or DHS during the course of the contract. The Contractor **must** incorporate into its records management system any new systems presented by DYS.
9. Contractor **shall** be required to sign a Business Associate Agreement (BAA) (*See Attachment F*) and, if applicable, Data Sharing agreement(s) as well to govern the transfer of any sensitive data.
10. Contractor **shall** be responsible for the secure handling, storage, and transmission of all data, including all sensitive juvenile information, in accordance with Health Insurance Portability and Accountability Act (HIPAA) requirements.
11. Contractor **shall** follow established DHS Office of Information Technology (OIT) policies and procedures including but not limited to:
  - a. Change Management (*See Attachment Z*)
  - b. Incident Management (*See Attachment AA*)
  - c. Problem Management (*See Attachment BB*)
  - d. Security and Identity Management (*See Attachment CC*)
  - e. Enterprise Architecture to be provided as developed
12. DYS will provide initial and annual training on the use of JJIS
13. Contractor **must** provide data in the format prescribed by DYS and meet data entry maintenance requirements that **shall** include necessary reconciliation of juvenile data and completion of required error corrections.
14. Contractor **must** input, update, and maintain information in the JJIS.
15. The Contractor **must** notify DYS Information Systems Manager or designee within seven (7) calendar days of a new hire who will require access to the DHS network. Contractor also **must** immediately notify IT department of staff that leave and need access removed.

#### E. DYS PROVIDED COMPUTER EQUIPMENT

1. All DYS computers and peripherals issued to a contractor **shall** be accounted for and maintained in compliance with DHS and DYS administrative directives, policies, and procedures. Equipment **shall** be issued by DYS ONLY for access to resources on the DHS network. All information on these devices **shall** be the property of DYS.
2. Requests for purchase of computer equipment **must** go through the DYS Information Systems Section for approval with DHS Office of Systems Technology. DYS computers and computer equipment **shall** be used by Contractor in performing services under this contract. However, in the event Contractor needs to use personal or non-DHS computers are, such use **must** only be used in accordance with DHS security protocols, with the Office of Information Technology pre-approvals in accordance with DHS Policy 5003 and all applicable DHS policies, state, and federal law.
3. The loss of or damage to any equipment **shall** be investigated by the DYS Internal Affairs Unit.

Findings and recommendations **shall** be provided to the DYS Director or designee as to replacement disposition.

4. The contractor **shall** notify the DYS Information Systems Section of any broken equipment and request removal.
5. Any DYS equipment issued **must** be surrendered to DYS upon demand.
6. Computers and peripherals provided by DYS **shall** be loaded only with software authorized by DHS/DYS and **shall** be loaded by DHS authorized technical personnel only.
7. Any information stored on DHS or non-DHS computers or other electronic storage devices **shall** be backed up on the appropriate network. If there is any loss of the computer or electronic storage device, the backup **shall** be provided to DYS in order for investigation into possible needed disclosures of the loss in accordance with the Health Insurance Portability and Accountability Act, 42 U.S.C. §§ 1320d-1329d-8 and the Personal Information Protection Act, Arkansas Code Annotated § 4-110-101. There should not be any DYS, or juvenile information stored on any personal computer or electronic storage devices.
8. Backups **must** be maintained in accordance with the State and DHS policies, standards, and procedures.
9. If any equipment malfunctions, it **must** be reported directly to the DYS Information Systems Unit.
10. Maintenance of DYS equipment will be performed by DHS authorized technical personnel only.
11. All educational computer equipment **shall** be used for student education purposes only. Should any computer equipment be intentionally damaged by a juvenile and DYS determines it is due to poor supervision or negligence by a Contractor's staff, the Contractor **shall** be responsible for the cost of the replacement of the damaged equipment to include damage or destruction of the computer boxes regardless of the cost.

#### F. INSURANCE COVERAGE

1. A minimum of thirty (30) calendar days prior to beginning performance under a resulting contract, contractor **must** furnish to DYS all relevant insurance certificates, certifying the insurance required hereunder is in force and effect, that such insurance will not be canceled or materially altered without giving to DYS at least thirty (30) days prior notice, and that as to relevant policies, the State of Arkansas/DYS is named as additional insured.
2. This coverage **must** be applicable whether such operations, services, and/or performance are provided by the Contractor or by any of the Contractor's agents, consultants, suppliers, or subcontractor or by anyone directly employed by any of the aforementioned, or by anyone for whose acts any of the aforementioned may be liable.
3. Claims under worker's or workmen's compensation, disability benefit, or similar employee benefit acts.
4. Contractor **shall** maintain worker's compensation insurance at the statutory limits complying with State and federal requirements.
5. Claims for damages because of bodily injury, occupational sickness or disease, or death of contractor's employees, or of any other person.
6. Contractor **shall** maintain employer's liability insurance at or in excess of the following:
  - a. Bodily injury by accident - \$500,000 each incident
  - b. Bodily injury by disease - \$500,000 each employee
  - c. Bodily injury by disease - \$500,000 each policy limit
7. Claims for damages insured by customary personal injury and advertising injury liability coverage.
  - a. Contractor **shall** maintain commercial general liability insurance included as minimum coverage for:
    - Advertising injury
    - Premises – operations liability
    - Products and completed operations liability
    - Blanket contractual, with endorsement as required to cover a resulting contract and all contractor services
    - Property damage liability insurance with explosion, collapse, and underground hazards coverage as applicable
  - b. The limits of liability **shall not** be less than:

- \$1,000,000 each for occurrence as respects bodily injury liability or property damage liability, or both combined
  - \$1,000,000 general aggregate
  - \$1,000,000 products/completed operations aggregate
  - \$1,000,000 personal and advertising injury
8. Claims for damages because of bodily injury, death of a person, or property damage, arising out of ownership, maintenance, or use of any motor vehicle.
- a. All owned, hired, and non-owned vehicles including the loading or unloading thereof **shall** be included in contractor's automobile liability insurance.
  - b. The term "caused by accident" if used in bodily injury coverage **shall** be replaced by the term "occurrence".
  - c. The limits of liability **shall not** be less than \$1,000,000 for each occurrence as respects bodily injury liability or property damage liability, or both combined
9. Contractor's umbrella/excess liability policy or policies **shall** include coverage for the same claims and hazards as covered under the primary policies, including any special requirements
- The limits of liability **shall not** be less than \$5,000,000 for each Occurrence; \$5,000,000 aggregate
10. For contractor's primary insurance, if the "additional insured" have other insurance that is applicable to the loss, such other insurance **shall** be on an excess or contingent basis.
- a. Contractor's insurance **shall** be primary coverage.
  - b. The amount of the insurance company's liability under the policy **shall not** be reduced by the existence of such other insurance.
  - c. Contractor **shall** pay or otherwise satisfy all deductible amounts for all claims.
11. Such certificate **shall** also specify the dates when such policies commence and expire.
12. Such insurance coverage **shall** be maintained until all services to be provided hereunder by the contractor have been completed by contractor and accepted by DYS and contractor's equipment, materials, and supplies have been removed from DYS' premises.
13. If the liability insurance is written on a "claims made" basis, contractor shall maintain the coverage for a minimum period of five (5) years after the completion of the services.
14. Contractor shall furnish copies of any such "claims-made" policies and **shall** institute measures to guaranty future coverage for claims as contemplated by a resulting contract.
15. All insurance coverage **must** be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XI" in the latest edition in effect as of the date of the resulting contract start date of the Best's Insurance Guide. Contractor **must** verify and ensure that all of the contractor's agents, consultants, suppliers, and subcontractor(s) are insured against claims arising out of or relating to their performance related to a resulting contract.
16. Note: the term "caused by accident" if used in bodily injury coverage **shall** be replaced by the term "occurrence" and DYS shall be named as an "additional insured" on contractor's commercial general liability policy. See also RFP Section 2.7 Compliance Part F.8 requirements related to insurance certificates.

### SECTION 3 – FACILITY OPERATIONS AND MANAGEMENT

#### 3.1 FACILITIES

- A. Contractor **shall** operate the facilities below in accordance with all applicable state and federal laws and regulations including the most current ACA Standards for Juvenile Correctional Facilities, CARF Accreditation Standards, U.S. 28 C.F.R. Part 115 The Prison Rape Elimination Act (PREA) Juvenile Facility Standards, Arkansas Department of Environmental Quality (ADEQ), Arkansas Department of Health (ADH), State Fire Marshalls Office, and Arkansas Building Authority (DBA) standards and guidelines for juvenile facilities.
- B. Maps and floor plans for each facility are provided in Attachments K - Q.
- C. Each facility may require different services. Refer to Attachment EE - Summary of Services per Facility.

### 3.2 IMPLEMENTATION

- A. Ninety (90) days prior to the new contract start date, the new Contractor **must** cooperate with the current contractor concerning the transition to ensure the new contractor will be fully operational on the contract start date of July 1, 2023.
- B. The Contractor **shall** submit a transition and implementation plan to DHS for review and approval within forty-five (45) days of the contract award. Said plan **must** include milestones and corresponding timelines. Material deviations from the implementation plan caused by Contractor performance or lack thereof may be considered by DYS as a contract non-performance to which DYS may act in accordance with the performance standards or the termination clauses of the resulting contract.
- C. Contractor **must** adjust the original implementation plan submitted with response to the solicitation as agreed upon with DHS. The final implementation plan **must** be approved by DHS prior to execution. Contractor **shall** execute the final approved implementation plan.
- D. Contractor's implementation plan **shall** consider retaining current employees in good standing during the hiring process. Contractor will meet with current employees in good standing once contract is awarded.

### 3.3 OPERATIONS

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

- A. Contractor **shall** use the DYS-furnished property only in connection with a resulting contract. Title to DYS-provided property, including real property and improvements, will remain with DYS.
- B. Contractor **shall** manage all aspects of each facility's daily operations 24-hours a day, seven (7) days a week, 365 days a year and maintain the overall facility in a neat and clean general appearance as determined by DYS.
- C. Contractor **shall** complete required all daily or, weekly, and/or monthly inspections, and cleaning along with daily, or weekly safety checks and walk-through inspections of all equipment, buildings, HVAC systems, and facility grounds in accordance with the Contractor's policy and procedure, any applicable manufacturers' recommendations, and maintenance service agreements.
- D. Contractor **shall** pay all utility services and required deposits on or before due date specified by the utility provider.
- E. Contractor **shall** provide documentation of annual inspection of the facility by the Fire Marshall to DYS within two (2) business days of receipt of the inspection report.
- F. Contractor **shall** provide documentation of Department of Health inspections of the facility to DYS within two (2) business days of receipt of the inspection report.

### 3.4 FACILITY SPACE USAGE

DYS will reserve and coordinate designated space onsite for all services specified in this RFP including, without limitation, to medical services and all education services (online, in-person, and special education).

### 3.5 ASSET MANAGEMENT AND RECORDS

- A. Within ninety (90) calendar days following the start of a resulting contract, the Contractor and designated DYS personnel **shall** complete a joint inventory of assets for the program site in the form and manner required by DYS. As part of this joint review the Contractor and DYS **shall** inspect and document the condition of all identified assets. For purposes of this section, the term "asset" includes, without limitation, the following: buildings, grounds, grounds, infrastructure, and physical assets.
- B. The Contractor's facility personnel **shall** cooperate with a periodic inventory reconciliation conducted by DYS personnel.
- C. When an asset has been determined to have outlived its useful life, DYS Chief Financial Officer or designee **must** be notified within twenty-four (24) hours of determination.



- D. Disposal of State property **must** be handled by State Marketing and Redistribution policies and procedures. Contractor **shall** follow DYS guidelines for the process.
- E. Contractor **shall not** use any assets for any purpose apart from the delivery of services identified in this solicitation. Contractor **shall** cooperate with and implement any corrective actions as mandated and requested by DHS.
- F. The Contractor **shall** report all assets discovered missing to DYS Chief Financial Officer or designee within eight (8) hours of discovery.
- G. The ownership to all items purchased with contract funds or affixed to the facility **must** be vested with DYS at the time of purchase or transfer to the Contractor for program use.
- H. If the Contractor is responsible, the Contractor **shall** replace lost, damaged, or stolen state-owned asset(s).
- I. The Contractor **shall** keep records, in the form and manner required by DYS, of all maintenance and repairs on all State-owned or leased facilities and grounds and **shall** give DYS the opportunity to inspect such records immediately upon request by DYS.
- J. The Contractor **shall** submit the related records to DYS immediately when requested and upon contract termination in the form and manner required by DYS. All records **must** remain the property of DYS.

### 3.6 FOOD SERVICE

- A. Contractor **shall** procure food services at each facility using processes, procedures, and documentation set forth by the National School Lunch Program (NSLP) at <https://www.fns.usda.gov/nslp>
- B. Contractor **shall** establish and ensure a consistently qualitative level of food services provided at the facility according to a written food service plan, policy, procedure, and practice document approved by DYS and that complies with ADE guidelines, ACA standards for Juvenile Correctional Facilities, CARF Standards, National School Lunch Program (NSLP), and Arkansas Department of Health (ADH) regulations which are in keeping with standards of good practice for protecting the nutritional needs, and well-being of all juveniles and staff. Contracts secured for food services shall not exceed five (5) years. Food services **shall** comply with all provisions of Arkansas Code Annotated § 15-4-3801 et. seq. governing the purchase of locally grown food and farm products.
- C. Contractor **shall** supply and maintain utensils and equipment sufficient to meet ADH guidelines and adequately serve all juveniles onsite.
- D. Contractor **shall** qualify for and participate in the National School Lunch Program (NSLP).
- E. Contractor **shall** prepare a written monthly meal plan for all meals, including special diets, at least one (1) week prior to service.
- F. Menu plans that comply with USDA Dietary Guidelines **must** be reviewed and approved by a registered dietician. After approval, the Contractor **shall** submit menu plans via email within ten (10) business days to the DYS Program Coordinator or the DYS designee for the NSLP. The menu **shall** be posted in the kitchen, dining area/cafeteria, and in each living unit.
- G. Contractor **shall** ensure juveniles who have special dietary needs/restrictions receive meals that satisfy those dietary factors.
- H. Contractor **shall** document that the facility's system of dietary allowance is reviewed at least annually by a dietician and the DYS designee to ensure compliance with nationally recommended food allowances as described by NUTRIKIDS in the form and manner required by DYS.
- I. Contractor **shall** document that prescribed diets are prepared and served to juveniles according to the orders of a treating physician, dentist, or responsible health authority official in the form and manner required by DYS.

1. Contractor **shall** provide documentation of all ADH inspections and DYS Quality Assurance reviews that all food service staff meet local and State health regulations for working in institutional food services in the form and manner required by DYS wellness policy.
2. A copy of the most recent local and State health inspection **shall** be posted in the kitchen in an easily viewable area of the kitchen.

### 3.7 VEHICLES

- A. Contractor **shall** provide and maintain enough vehicles to transport juveniles to health, education, medical, legal, or other appointments and locations as determined necessary in meeting the juvenile's treatment service needs.
- B. Each vehicle **must** be insured in accordance with Arkansas statutory limitations.
- C. Contractor **shall** maintain, in the form and manner required by DYS, vehicle maintenance records for all vehicles used to transport juveniles. Ownership of DYS owned vehicles will not transfer, but Contractor will have use of the vehicles.
- D. Contractor **shall** provide all repair and maintenance for vehicles.
- E. Contractor **shall** ensure all drivers maintain a valid Arkansas Driver's License.
- F. Contractor **shall** maintain, on file, a copy of a current, valid Arkansas Driver's License for each driver.
- G. Contractor **shall** maintain documentation, on file at the facility, of an annual Office of Driving Services Traffic Violation Report for all drivers. Drivers transporting juveniles **shall** be subject to the following conditions:
  1. Drivers who have accumulated more than ten (10) points on their current Traffic Violation Report **shall** attend a defensive driving course.
  2. Drivers who have accumulated more than fourteen (14) points or received a Driving While Intoxicated (DWI) conviction on their current Traffic Violation Report **shall not** drive vehicles until reviewed by the DYS Director or designee.
  3. DYS **shall** make the determination if and when driving privileges will be returned.

### 3.8 TRANSPORTATION

- A. Contractor **shall** be responsible for transporting juveniles as directed by DYS. Regardless of distance, the Contractor **shall** transport the juvenile to the intake assessment center from any local juvenile detention center, all health, education, medical, legal/court appearances (with or without of court order or subpoena), or other appointments and locations as determined necessary in meeting the juvenile's treatment service needs including inter facility transport and to an appropriate location upon discharge/transfer.
- B. Contractor **shall** ensure compliance with the Arkansas Child Passenger Protection Law ACA §27-34-104 as well as state and federal transportation laws and rules.
- C. Contractor **shall** collaborate with DYS and/or parents/guardians to help facilitate transportation of a juvenile home or to his or her community placement destination once discharged from DYS physical custody.
- D. In the event a juvenile's discharge calls for out-of-state placement, the DYS Interstate Compact Agreement Coordinators will facilitate arrangements and provide transportation.
- E. Contractor **shall** adhere to applicable State laws, DYS policies, and contractual requirements under section 3.10 Vehicles regarding vehicle and driver licensing, registration, liability insurance, and operation, in order to ensure the safe and secure transport of juveniles.
- F. Contractor **shall** maintain up to date vehicle transportation logs in each vehicle. Each vehicle log **shall** contain the following information for each time the vehicle is used:
  1. Name of each staff member on the transport,
  2. Date of the Transport,
  3. Reason and destination for the trip,
  4. Name of the juvenile(s) being transported,
  5. Beginning mileage,
  6. Ending mileage,
  7. Total mileage for the trip,

8. Time left the facility,
  9. Time returned to the facility,
  10. Maintenance conducted on the vehicle, type of maintenance and date it occurred, and cost of the maintenance
  11. Gas, if needed, total gallons, and cost
- G. Contractor **shall** ensure the vehicle log is completed on every transport. Each vehicle log **shall** be kept on file in the control center at the facility the vehicle is assigned.
- H. The Contractor **shall** retrieve the vehicle log on the first day of the new month and replace with a new vehicle log.
- I. Contractor **shall** ensure a minimum of two (2) employees are present in every transport even if only one (1) juvenile is being transported.
- J. Contractor **shall not** transport juveniles outside of Arkansas State lines for any reason without explicit written authorization from DYS Director or designee. Exceptions **must** only be made in the case of major medical needs to save life or limb and only if services are not available in Arkansas.

### 3.9 PEST CONTROL

- A. Contractor or subcontractor **shall** provide monthly or as needed vermin and pest control services with an experienced, licensed pest control contractor.
- B. Contractor **shall** ensure the subcontractor for pest control services meets the Arkansas Department of Health regulations.
- C. Contractor **shall** ensure the subcontractor for pest and vermin control apply insecticides or other chemical treatments to exterminate pests including but not limited to rats, mice, ants, spiders, lice, roaches, fleas, mites, wasps, bedbugs, mosquitoes, and ticks.
- D. Insecticides and other chemicals **must** be approved for use by the United States Public Health Service and/or the United States Bureau of Entomology and Plant Board.
- E. While applying chemicals and insecticides, the Contractor **shall** take all safety precautions necessary to ensure the pest control services and treatments provided do not become hazardous to the health of occupants or interfere with DYS operations.
- F. Contractor or subcontractor **shall** provide all materials, equipment, insecticides and other chemicals, personnel, and supervision needed to accurately and effectively provide pest control services.
- G. Contractor or subcontractor **shall** document pest control services and inspections quarterly and maintain the records file at each facility.
- H. Contractor **shall** ensure that pest control services are being performed and that any vermin and pest problems are controlled.

### 3.10 STANDARD MAINTENANCE AND REPAIR

- A. Contractor **shall** maintain buildings, grounds, and all related equipment in compliance with applicable codes and manufacturer's warranty and recommendations on all equipment to include generators, mowers, HVAC systems, lawn equipment, etc.; and in accordance with all regulations, laws and policies cited in this solicitation; and in compliance with direction provided by DYS. This includes all facility infrastructure, buildings, vehicles, roads, sidewalks, fences, etc.
- B. Contractor **shall** conduct and/or allow monthly inspections of facilities and equipment (generators, HVAC, etc.) staff to identify deficiencies, problems, code violations, and to identify buildings, grounds, fences, equipment, hardware, locks, appliances, or vehicles, that are not working, defective, unsafe, or not in good condition. Inspections **must** include those performed by ADH.
- C. Contractor **shall** make any repairs, in which the total of the repair is one thousand nine-hundred and ninety-nine dollars and ninety-nine cents (\$1999.99) or less, within seven (7) calendar days of discovery by Contractor or be in the process of making such repairs. Contractor **shall be** responsible for these repairs, and the cost **must be**

factored into bed rate. Should any juvenile intentionally damage property, and DYS determines such is a result of inadequate supervision or negligence by a Contractor's staff, the Contractor **shall** be responsible for the cost of the replacement and or repairs regardless of cost.

- D. Contractor **shall** provide contact information of prospective service providers to DYS for obtaining quotes or bids, on projects over two thousand dollars (\$2,000), for Division sponsored physical plant repair/replacement activity.
- E. Contractor **shall** provide daily supervision of service providers during Division sponsored physical plant repair/replacement activity.
- F. Maintenance on facilities will be ongoing up to transfer of facility to successful Contractor; an assessment will not be provided before the contract award.
- G. Contractor **shall** maintain the Sewer Treatment Facility located at the Mansfield Treatment Facility. Maintenance and operation **must** include, at minimum, the following:
  - 1. Chlorine Levels **must** be tested daily.
  - 2. Water samples **must** be sent to the Arkansas Health Department every month for bacteria testing.
  - 3. A major service **must** be performed every ten (10) years. The Sewer Treatment Facility was changed in 2016.
  - 4. Service **must** be performed by a sewer treatment licensed operator.

## SECTION 4 – SAFETY AND SECURITY REQUIREMENTS

### 4.1 RIGHTS OF JUVENILES

- A. Contractor **shall** ensure that the rights of juveniles are observed under Arkansas law, federal law and ACA Standards for Juvenile Correctional Facilities, and ADE regulations. This includes but is not limited to: Health Insurance Portability and Accountability Act (HIPAA), Individuals with Disabilities Education Act (IDEA), Family Educational Rights and Privacy Act (FERPA), Section 504 of the Rehabilitation Act of 1973, and 28 C.F.R. Part 115; 115.393 Prison Rape Elimination Act (PREA), and Federal Constitutional Rights of Incarcerated Person's Act (CRIPA).
- B. Juveniles are entitled to basic rights that **shall not** be denied. Contractor **shall not** revoke or reduce these basic rights for any reason – disciplinary or otherwise. The Contractor **shall** ensure that juveniles placed in the facility **shall**:
  - 1. Receive both written and verbal orientation via a video within forty-eight (48) hours of admission to the facility. The Contractor **must** provide orientation and intake information in a manner the youth can understand, paying particular attention to language and literacy needs of youth. The Contractor **shall** provide this information in the primary language used by the youth;
  - 2. Receive a DYS-juvenile handbook (provided to Contractor upon contract award) during orientation. The Contractor **shall** provide information in a manner the youth can understand, paying particular attention to language and literacy needs of youth. Information provided **must** be in the primary language used by the youth;
  - 3. Be granted unimpeded access to counsel.
  - 4. Be granted access to courts when required;
  - 5. Have access to unimpeded healthcare;
  - 6. Be free from discrimination or harassment by any person based on gender, race, ethnicity, religion, and physical disability. Juveniles **shall not** be discriminated based on their family's gender, race, ethnicity, religion, or physical disability;
  - 7. Have access to all programs and services available at the facility;
  - 8. Be free from physical, verbal, or sexual abuse and harassment by other youth, staff, volunteers and subcontractors;
  - 9. Be provided clean bedding this includes a clean mattress free of tear/rips, two flat sheets, and a blanket, daily hygiene products and restroom facilities, and safe storage space for personal property (unless such items present a risk);
  - 10. Be provided clean and weather appropriate clothing and shoes free of tears/rips;
- C. The Contractor **shall not** require youth to get a standardized haircut upon admission to Intake and Assessment nor at any other time while in a DYS secure facility. Youth may wear his or her hair in any manner that does not create a health, sanitation or safety risk to himself or herself. Basic barber and hair stylist services may be subcontracted out by the Contractor and **shall** be made available to all youth a minimum of once a month though it **shall not** be required that a youth get his or her hair cut/styled every month. Youth **shall not** pay for hair

cut/styled. All barber and hairstylist **shall** be properly trained and be appropriately licensed to cut / style hair in the state of Arkansas. Neither a staff member nor any juvenile **shall** cut a youth's hair;

- D. Receive nutritious and healthy meals that meet the NSLP requirements.
- E. Contractor **shall** maintain onsite at each facility, and produce upon request by any DYS staff, documentation that verifies the following (In the form and manner required by DYS):
1. That all juveniles are given access to unimpeded general and specialized healthcare and mental/behavioral health care.
  2. The Contractor **must** ensure all youth understand how to use the grievance process and can obtain and submit grievance forms confidentially. Staff provide youth with writing implements to fill out the forms. Each facility's grievance system **must** be accessible to all youth, including youth with limited literacy, limited English proficient youth, and youth with intellectual or developmental disabilities. Grievance boxes **must** be placed on each living unit, in the educational area and dining room area. The boxes **shall** be secured with only the designated grievance officer for the facility having access to the grievance boxes. The boxes **shall** be checked at least twice daily by the grievance officer.
  3. The Contractor **must** ensure that under no circumstances staff (at any facility) deprive youth of their basic rights as part of discipline. The Contractor **must** ensure that staff at each facility provides youth with reasonable access to telephones. Staff are not permitted to listen in on recorded conversations absent individualized reasonable suspicion of criminal activity or a threat to the security of the facility. The facility staff **must** inform youth that telephone calls may be monitored. Telephone procedures are mailed to the youth's parent/legal guardian and social supports upon admission or transfer to a facility.
  4. The Contractor **must** ensure youth who are deaf, hard of hearing, or who have speech disabilities, and youth who wish to communicate with parents or guardians who have such disabilities, have access to a relay service, text telephone (TTY device), or other comparable equipment. Telephones with volume control are available for youth who have hearing impairments.
  5. The Contractor **must** ensure staff at each facility do not limit the number of letters a youth may send or receive, including youth on disciplinary status. Staff **must** provide youth with paper and supplies upon request, access to writing implements, and postage for correspondence. Staff **shall not** read incoming or outgoing mail unless there is reasonable suspicion of an imminent risk to the safety, security, and well-being of the facility.
  6. Staff **must** allow youth to visit with parents or guardians, siblings, other family members, the parents of a youth's child, mentors, community-based service providers, educators, and clergy members, and other supportive adults.
  7. Staff **must** collect and disperse mail to and from attorneys, the courts, or public officials as privileged. Staff **shall not** open or read such mail. Staff at each facility **must** allow visits from attorneys, paralegals, and other legal support staff such as investigators, experts, and defense team members at all reasonable times, preferably during hours of 7:00 AM to 7:00 PM, that youth are awake. However, attorneys' visits are not limited to such visits or visitation hours. Facility staff **shall** allow attorneys to bring in materials that assist in representing clients (e.g., laptops, legal files). Staff **shall not** limit the frequency or length of legal phone calls. Staff **must** assist youth in obtaining the phone numbers of attorneys, if necessary. Calls with attorneys **shall not** be recorded or monitored. Staff **must** allow attorneys to meet with clients without delay and each facility **must** provide a private room or area that allows for confidential attorney visits.
  8. Each facility **must** offer parents and guardians a verbal, written, audio-visual, and/or group orientation within seven (7) days of a youth's admission to the facility. The facility **must** make orientation materials available in the primary language spoken in the household, or the facility **must** make other accommodations to ensure that parents and guardians who have limited English proficiency understand how the facility operates. Written orientation materials **must** be provided to all parents and guardians. Written materials for family members, such as handbooks and pamphlets, **must** be clearly written and easy to understand.
  9. The Contractor **shall** ensure each facility it operates develops and implements written policies, procedures, and actual practices to prohibit use of;



- a. sexually lewd or obscene language,
  - b. body shaming comments,
  - c. racial, ethnic, or gender slurs,
  - d. bullying language, or actual physical bullying
  - e. use of derogatory comments about a youth's family, or a youth's family racial or ethnicity, or cultural identity,
  - f. any comments and other disrespectful behavior by youth and staff directed at another youth or staff member.
10. The Contractor **shall** have written policies and procedures and practices regarding the progressive response for a youth who poses a danger to themselves, others, or property. Physical and mechanical restraints **shall** only be used in instances where the youth's behavior threatens immediate serious physical harm to self or others, or serious property destruction, and **shall** only be used as a last resort. Use of any percussive or electrical shocking devices or chemical restraints is prohibited. Restraints **shall not** be used for punishment, discipline, retaliation, harassment, intimidation or as a substitute for room restriction or confinement.
11. The Contractor **shall** develop and implement written policies, procedures, and practices to **prohibit**:
- a. The use of any kind of mechanical restraint device other than handcuffs while youth are in the facility.
  - b. The use of any kind of restraint device other than handcuffs or belly belts/chains and leg shackles during transportation.
  - c. Restraints that are solely intended to inflict pain.
  - d. Restraints that obstruct a view of the youth's face.
  - e. Use of chemical agents, including pepper spray, tear gas, and mace.
  - f. Use of medical medication restraints.
  - g. Use of pressure point control or pain compliance techniques at the facility.
  - h. Hitting youth with a closed fist, open palm thrusts to a youth's chest area or face, Law Enforcement straight Arms Bar Takedown, throwing youth into a wall or the floor, kicking or striking youth, pulling a youth's hair, body slamming a youth to the floor or using chokeholds, or blows to the head on youth. Staff could face possible criminal charges of battery.
  - i. Use of four (4) or five (5)-point restraints, restraint beds, straightjackets, or restraint chairs
  - j. Hogtying youth or placing youth in restraints in other uncomfortable positions.
  - k. Restraining youth to fixed objects, including beds or walls.
  - l. Restraining youth in a prone position and putting pressure on the youth's back or restraining youth in a position that may restrict their airway.
  - m. Using physical force or mechanical restraints for punishment, discipline, retaliation, or treatment.
  - n. Use of belly belts/chains or leg shackles on pregnant girls.
  - o. A list of these prohibitions **shall** be posted on all living units and throughout various locations in the facility.
  - p. During intake, youth **shall** receive a list of the prohibitions when using a restraint. There **shall** be documentation of acknowledgement of receipt of the list of the prohibitions in the youth's file.
  - q. Staff **shall not** demonstrate restraint techniques on youth or teach restraint techniques to youth.

#### 4.2 SECURITY AND CONTROL

- A. Contractor **shall** use a combination of supervision, accountability, inspection and clearly defined policy and procedures on the use of security to promote safe and orderly operations in accordance with all laws, regulations and policies cited in this solicitation.
- B. The Contractor **shall** ensure a designated staff member at each facility completes and documents the following security checks at a minimum twice during a scheduled shift: facility's secure perimeter fence, all buildings, all grounds, and control access points to ensure there are no damage or breach in these areas in order to prevent escape attempts from the facility.
- C. The Contractor **shall** develop and implement a staffing plan for each facility. The Contractor **must** review each facility's staffing plan at least once a year. Any changes to the staffing plan at any of its facilities **shall** be submitted to the Director of DYS or designee for review and approval.
- D. The Contractor's staffing plans **shall** include a replacement factor that accurately accounts for staff training, foreseeable vacancies, staff vacation, family, and medical leave, and other reoccurring absences.



- E. The Contractor's staffing plans **shall** provide sufficient staff to avoid involuntary double-shifts and minimizes mandated overtime. If a facility daily relies upon mandated overtime, or mandated double shifts, the Contractor **shall** re-evaluate and revise the staffing plan to address the problem.
- F. The staffing plans **shall** ensure there is at least a **1:8** ratio of direct care staff to youth during the hours that youth are awake. There **must** be sufficient available staff (on-site or on call) beyond the 1:8 ratio to provide safe and appropriate supervision for youth with special needs or special security concerns.
- G. Staffing plans **shall** ensure there is at minimum a **1:16** ratio of direct care staff to youth during the hours that youth are asleep. Staff **shall not** be allowed to leave a living unit unattended to conduct a count on another living unit.
- H. A direct care staff person or other properly trained staff member such as a shift supervisor or dorm manager **must** check youth, while in their rooms, at least every fifteen (15) minutes. Each unit **shall** maintain a logbook to document each fifteen (15) minute room check. The logbook must be completed by the staff member that conducted the room check; the staff **must** document the date and time the room was checked, reason the juvenile was in his/her room, and any other current observation of the juvenile at the present time.
- I. The Contractor **shall** ensure each facility uses cameras or other video technology to monitor living units and other areas of the facility. Cameras or other video technology utilized **shall** provide an unobstructed view and **must** be in good working order. Cameras and other video technology supplement, but do not replace, direct staff supervision of juveniles.
- J. Contractor **shall** provide a communication system (2-way radios, hardwired telephones, DYS-approved electronic communication devices) between the Facility Security Control Center and facility staff at the juvenile living units.
- K. Contractor **shall** maintain a daily written report of facility security equipment inspections. These reports **must** be kept at each facility and available for DYS review upon request
- L. Contractor **shall** have a system approved by DYS that accounts for the placement and whereabouts of all juveniles in the facility through the use of both formal and informal counts twenty-four (24) hours per day.
- M. Contractor **shall** maintain facility security twenty-four (24) hours a day at all facilities.
- N. Contractor **shall** submit a daily census report via JJIS to the DYS Intake and Case Management Unit and the DYS Quality Assurance Section in the form and manner required by DYS. The daily census **must** be taken at midnight. Only juveniles physically present in the facility at the midnight census **shall** be counted. Only juveniles with "a head in the bed" may be counted for billing purposes.
- O. Contractor **shall** ensure that all juveniles are visually checked, means the staff member visual can see the face and body of youth(s) in the room, at least every fifteen (15) minutes anytime a youth is in his or her room.
- P. Contractor **shall** maintain a permanent daily residential logbook, identifying the date and time each room check was completed, only the employee who conducted the room check is eligible to log the room check(s) in the residential logbook and record occupancy of each juvenile present by room. Each unit logbook **must** include any transfers onto, or off the living unit by a juvenile or juveniles along with other staff or visitors who enter the unit, leave the unit, and reason for visiting the unit. The logbook **shall** clearly note when there is an employee shift change on the unit or when a new staff member is working the unit. Logbook entries shall be written in legible handwriting to allow for clear easy readings.
- Q. Logs **must** be available for review upon demand to DYS.
- R. Contractor **shall** maintain a logbook in the Control Center, in the form and manner required by DYS. At a minimum it **shall** document all formal counts, all subcontractors, vendors, volunteers who enter any of the facilities, with date, time of entry and exit of the individuals, number of persons, name of the individuals and company /organization, and purpose of the facility visit.

#### 4.3 CLASSIFICATION/HOUSING

The Contractor **shall** ensure youth are classified and assigned to a housing unit based on age, maturity, and gender using an appropriate classification system that addresses risks and needs that use both a reliable and

validated screening and assessment instruments and identifies you who are vulnerable to victimization or at risk of victimizing others.

#### 4.4 MANDATED REPORTING

Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect that:

- a. A child has been subjected to child maltreatment;
- b. A child died as a result of child maltreatment;
- c. A child died suddenly and unexpectedly; or
- d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. or
- e. An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment.

A privilege or contract **shall not** prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.

An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.

An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.

Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.

#### 4.5 INCIDENT REPORTING

- A. Contractor **shall** submit an Incident Report Form in accordance with DYS Incident Reporting Policy (See Attachment R) via the JJIS.
- B. Contractor **shall** notify DYS Director, DYS Deputy Director, DYS Assistant Deputy Director for Quality Assurance and Contract Compliance, DYS Assistant Deputy Director for Treatment and Reentry, the assigned On-Call and Manager of DYS Investigation Department of all major incidents, escape from a Secure Facility, Absent Without Leave (AWOL), significant injury, need for offsite emergent medical care, violation of PREA. or death involving a juvenile, immediately of the incident occurring by phone regardless of the time of day or day of the week.
- C. Incident Report not involving a major rule violation with supporting documentation must be submitted to DYS no less than twenty- four (24) hours after the incident occurred.
- D. Contractor **shall** complete a Review of Incident Response in compliance with the DYS Policy on Incident Reporting, Debriefing and Containment.
- E. All incident documents **must** be submitted to DYS Investigative Unit as requested for any applicable incident.
- F. Contractor **shall** maintain, on site, an electronic log indicating Incident Reports submitted.
- G. Contractor **shall** maintain copies of all major incidents for a 3-year period.

#### 4.6 ESCAPE / ABSENCE WITHOUT LEAVE

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

- A. Contact the local county sheriff's office, local city law enforcement, On-Call DYS staff member and the DYS Director, Deputy Director, Assistant Deputy Director(s) immediately upon of discovery of an escape or AWOL. A State-wide pick-up order **shall** be initiated through the scheduled DYS On-Call staff member or per consult with

the DYS Assistant Deputy Director for Contracts and Quality Assurance or designee and forwarded to the Arkansas State Police.

- B. Contact law enforcement in the juvenile's home county or locale of record and contact the juvenile's parent(s) or legal guardian(s), within one (1) hour of discovery of the escape or AWOL.
- C. Adhere to the reporting requirements and time frames specified in DYS Policy and Procedures on AWOL Notification and Apprehension.
- D. Hold DYS harmless from any additional cost that arises from the juvenile's activities while on escape or AWOL.

#### 4.7 BULLYING

- A. The Contractor **shall** be in full compliance with Arkansas Code Ann. § 6-18-514 (2012).
- B. The Contractor **shall** develop a zero-tolerance policy against bullying by juveniles or staff. Bullying either verbally, physically, or emotionally **shall** be prohibited. Bullying can involve any of the following:
  - 1. sexually lewd or obscene language,
  - 2. body shaming comments;
  - 3. racial, ethnic, or gender slurs
  - 4. bullying language, or actual physical bullying (acts that are meant to intimidate by threats of violence or actual physical acts of violence.)
  - 5. use of derogatory comments about a youth's family, or a youth's family racial or ethnicity, or cultural identity,
  - 6. any comments and other disrespectful behavior by youth and staff directed at another youth or staff member.
- C. Contractor staff **shall** actively encourage juveniles to report any behavior they consider to be bullying, harassing or cyber-bullying, whether directed at themselves or at another juvenile.
- D. Juveniles **shall** be advised during the intake and at a minimum of monthly that reports of bullying or harassment can be made verbally or in writing to any staff member.
- E. Any employee who has witnessed or received a report that a juvenile has been a victim of behavior considered to be bullying or harassment **shall** make a written report within one (1) hour of the notification or incident, in accordance with DYS Incident Reporting Policy. The report **must** also be entered into the JJIS prior to the end of shift in which the incident takes place.
- F. The facility administrator, or designee at each facility **shall** personally investigate each report of bullying or harassment and, in consultation with DYS investigative unit, DYS clinical staff, determine the appropriate response, including but not limited to:
  - 1. Disciplinary action for the instigator(s)
  - 2. Protective measures for the victim(s)
  - 3. Counseling/therapeutic intervention for the victim(s), instigator(s), or both
- E. If at any time a facility staff member believes a juvenile is at imminent risk of serious physical, psychological, or emotional harm because of bullying or harassment, immediate action **must** be taken in accordance with facility procedures to protect that juvenile, including:
  - 1. Taking protective action as top priority to completing an investigation.
  - 2. Taking reports from all witnesses.
- F. For disciplinary action purposes, bullying and harassment **must** be treated as acts of aggression, even if the conduct itself is non-aggressive in nature.
- G. DYS or Contractor staff found to be in violation of requirements for this section pertaining to the supervision, safety, and protection of juveniles **shall** subject to State and federal Law.

- H. Contractor **shall** post a notice, approved by DYS, in classrooms, and provide said notice to teachers and employees, of what constitutes bullying, harassment, and cyber-bullying.

#### 4.8 28 C.F.R. Part 115; 115.393 PRISON RAPE ELIMINATION ACT (PREA) JUVENILE STANDARDS

The Contractor **shall** adopt and comply with the PREA Juvenile Standards. The Contractor **shall** ensure that each facility operated is audited at least once in the three (3) year PREA audit cycle. The Contractor **shall** bear the burden of demonstrating compliance with the standards. During the three (3) year PREA audit cycle the Contractor **shall** ensure annually that at least one-third of the facilities is audited. Any hindrance to receiving a PREA audit or failure to receive a PREA audit at any of the four (4) facilities on the part of the Contractor may be grounds for termination of the contract.

#### 4.9 SUICIDE PREVENTION

- A. Contractor **shall** conduct a suicide screening within one (1) hour of admission to the intake center by a trained and qualified staff member using a reliable and validated mental health screening instrument e.g., Massachusetts Youth Screening Instrument -2 (MAYSI-2). to identify youth who may be at risk of suicide in a confidential setting upon the youth's admission to the intake unit.
- B. The screening **shall** be conducted in a confidential setting. The screening determines the following:
1. Whether the youth was a medical, mental health, or suicide risk during any prior period of confinement.
  2. Whether the youth has ever attempted or considered suicide.
  3. Whether the youth is or has been treated for mental health or emotional problems.
  4. Whether the youth has recently experienced a significant loss (relationship, death of family member/close friend, job, etc.).
  5. Whether the youth have a family member or close friend who has ever attempted or completed suicide.
  6. Whether the youth is thinking of hurting or killing himself or herself.
  7. Whether the youth feel like there is nothing to look forward to in the immediate future.
- C. Staff immediately place youth identified in the admissions screening as needing further evaluation for suicide risk or other acute mental health conditions on constant observation until they can be formally assessed by a qualified mental health professional. Staff shall promptly contact a qualified mental health professional in order to develop an emergency intervention plan for such youth, and a qualified mental health professional conducts an assessment within twenty-four (24) hours. Only a qualified mental health professional may remove a youth from constant observation.
- D. Staff **shall** refer all incidents of self-harm or attempted self-harm (e.g., cutting) to qualified medical and mental health professionals. Following any incident of attempted or actual self-harm, qualified mental health professionals will prepare a detailed care and support plan for the youth.
- E. Staff **shall** investigate all incidents of actual and attempted self-harm and institute remedial measures to prevent similar occurrences in the future.
- F. Staff **must** encourage youth who are at risk of self-harm to participate in activities and programs unless staff cannot manage their behavior safely.
- G. The facility develops and implements written policies, procedures, and actual practices to ensure that:
1. All staff working with youth receive pre-service and annual training on recognition of behavioral and verbal cues indicating vulnerability to suicide, and what to do in case of suicide attempts or suicides (e.g., the use of a rescue tool for youth hanging).
  2. The admissions screening addresses suicide risk through interview questions and observation.
  3. Qualified mental health professionals evaluate suicide risk.
  4. Youth at risk of suicide receive prompt evaluation and frequent follow-up by qualified mental health professionals, including a determination of whether hospitalization is necessary.
  5. Staff document contemporaneously the monitoring of youth on suicide precautions in a suicide precaution log or some other centralized record.
  6. Staff **shall** place youth on close observation if they are not actively suicidal but express suicidal ideation (e.g., expressing a wish to die without a specific threat or plan), if the youth have a recent prior history of self-destructive behavior, or if a youth denies suicidal ideation or does not threaten suicide but demonstrates other concerning behaviors indicating the potential for self-injury.
  7. Mental health professionals provide clear, current information about the status of youth on suicide precautions to staff supervising youth.

8. Staff do not substitute supervision aids, such as closed-circuit video monitoring or placement with roommates, for close or constant observation.
  9. Staff **shall** engage youth at risk of suicide in social interaction and **must** not place them in room confinement. Youth on all levels of suicide precautions **must** have an opportunity to participate in school and activities (e.g., with the one-on-one staff person).
  10. Youth on suicide precautions **shall not** automatically be strip searched unless the youth is being changed into a safety smock.
  11. Only a qualified mental health professional releases a youth from suicide precautions or lowers a youth's level of precautions. Mental health professionals return youth to normal activity as soon as it is possible and safe to do so.
  12. Youth released from suicide precautions have an individualized plan of care developed by a qualified mental health professional that is followed by qualified mental health professionals and all staff who come into contact with the youth. Staff provide enhanced or heightened supervision required by the plan.
  13. The facility assigned case manager shall notify parents or guardians and attorneys of record any time a youth is placed on constant observation as a suicide precaution within twenty-four (24) hours of the youth being placed on constant observation. This contact **shall** be documented in the youth's medical file.
  14. Staff encourage youth on suicide precautions to visit with family members and other supportive individuals. Staff do not deprive youth on suicide precautions of visitation opportunities.
  15. Youth **shall** be permitted to shower and perform other daily hygiene tasks.
- H. The Contractor **must** ensure rescue tools including rounded cut down tools are available on each living unit. All rescue tools **must** be placed in a secure location that staff can quickly access. The Contractor **must** train all newly hired staff and **must** provide annual training to all employees on where to access the rescue tools and how to properly use the tool. The annual training is documented in each staff's personnel file and his/her training file.

#### 4.10 EMERGENCY PREPAREDNESS

- A. An emergency is defined as an unforeseen combination of circumstances which requires immediate action. (e.g. *tornado, flood, riot, etc.*)
- B. Contractor **shall** prepare emergency contingency plans that meet DHS/DYS Policy within thirty calendar (30) days after contract award.
- C. Contractor **shall** submit policies, procedures, and emergency plans as a section of the Contractor's policy and procedure manual to be reviewed and approved by DYS on an annual basis and updated as required.
- D. All staff **shall** receive training on the emergency plans and any subsequent modifications prior to implementation.
- E. Contractor's emergency preparedness plan for each facility **must** include the following without limitation:
  1. Risk Assessment and Planning: "disaster risk" as it is related to their specific area. This is different for each facility due to the facilities location and resources available in area the facility is located. At minimum, emergency preparedness plans for each facility **must** address each of the following without limitation:
    - a. Continuity of Operations Plan
    - b. Riot
    - c. Active Shooter
    - d. Significant long-term Power-outages
    - e. Infectious Disease Outbreak.
    - f. Any type of natural disaster that damages a significant portion of the facility infrastructure.
    - g. Facility Evacuation Plan.
    - h. Fire
    - i. Tornado
  2. Emergency Disaster Plans for each facility **must** include the following without limitation:
    - a. How Contractor staff will monitor the individuals currently identified to be at risk of elopement during said disaster.
    - b. If the facility is required to evacuate, how the Contractor staff will meet the basic needs of their clients, i.e., Emergency housing, Emergency food supply, water, incontinent care supplies, bedding needs, transportation, etc.



- c. If the facility is to shelter in place what steps will be taken to ensure the safety and wellbeing of the individuals and staff.
  - d. As part of the disaster plan, Contractor **shall** conduct monthly, quarterly, and annual drills as outlined in said disaster plan.
  - e. Contractor staff for each facility **shall** be trained on what to do for each identified disaster identified in the Facility's Emergency Disaster Plan.
3. Each facility **shall** conduct monthly fire and tornado drills. These drills **shall** be documented with date, start and end times. Each facility **shall** retain documentation of the drills for inspection by DYS and other agencies.

#### 4.11 SANITATION AND HYGIENE

- A. Contractor **shall** operate a thorough and effective sanitation program according to Contractor's written policies and procedures that comply with ACA and CARF standards, DHS, and Arkansas Department of Health (ADH) regulations that are in keeping with standards of good practice for protecting the health and safety of all juveniles and staff.
- B. Contractor **shall** maintain a clean, sanitary, organized, safe, and secure facility in compliance with or exceeding ACA and CARF standards, DHS, and Arkansas Department of Health (ADH) regulations and in keeping with standards of good practice to protect the health and safety of juveniles and staff.
- C. Contractor **shall** document inspections, ensuring that the buildings, living areas, and grounds meet or exceed ACA and CARF standards, DHS, and Arkansas Department of Health (ADH) regulations and are in keeping with standard of good practice to protect the health and safety of juveniles and staff.

#### 4.12 FACILITY REVERSION PLAN

In the event DYS requires additional beds due to urgent/emergency reasons as determined by DYS, daily bed rate for additional beds **must** be at the same rate as stated in the resulting contract. Contractor **shall** hire additional temporary staff to maintain compliance with staffing ratios.

### SECTION 5 – EDUCATION

#### 5.1 SCHOOL ADMINISTRATION

- A. Contractor **shall** comply with all DYS Educational policies and procedures (provided at contract award) and Arkansas Department of Education (ADE) regulations.
- B. Contractor's education staff **shall** attend professional development sponsored by DYS based upon the provided school calendar and provide the minimum required hours and topics as required by the Arkansas Department of Education.
- C. Contractor **shall** collaborate with the DYS Educational Superintendent or designee along with the contracted education provider to facilitate educational services and enrollment which adhere to DYS and ADE Educational Policies governing all juveniles, regardless of any disability, within one (1) day after intake into the facility.
- D. Contractor **shall** follow a daily school schedule based on the ADE requirements, as approved by the DYS Educational Superintendent or designee each academic year. DYS follows a four (4) day a week educational instruction schedule.
- E. Contractor **shall not** disrupt or diverge from any schedule established by the DYS Education Superintendent, without express approval by DYS Education Superintendent.
- F. Contractor **shall** comply with current DYS/ADE standards for Class Time, including without limitation:
  - 1. Number of school days
  - 2. Seat time per day
  - 3. Average instruction time per week
  - 4. School Calendar
- G. The Contractor **shall** enter the following records into the electronic reporting system and notify DYS Education Department of the students who have transferred or discharged within forty-eight (48) hours of a juvenile's transfer or discharge from the facility:



1. Transfer or discharge report **must** be filled out, signed, and dated by Facility Administrator or designee on the day the student terminates/transfers.
  2. Withdrawal grades
  3. Copy of GED certificate, as applicable
  4. Pre and post assessment data
  5. All other educational records in juvenile's file not listed specifically above as determined by DYS.
- H. Contractor **shall** provide academic status reports to families as designated by the school calendar or as requested by parent/guardian. Contractor will mail interim reports and report cards to parents or guardians.
- I. Contractor **shall** provide English Language Learner (ELL) Services as required by ADE and federal laws.
- J. Contractor **shall** provide Dyslexia Services with fidelity as required by ADE.
- K. The Contractor **shall** offer an on-going consistently operational GED program for eligible juveniles according to State and federal guidelines.
- L. The Contractor **shall** offer an on-going in-depth program for students who have graduated including improving skill development in reading and math.
- M. The contractor **shall** provide remediation services for all youth in reading and math on a weekly basis.

## 5.2 GENERAL EDUCATION

- A. General education services **must** be provided virtually and in-person at each facility by a DYS contracted education provider. Other subject areas not provided by the DYS contracted education provider including but not limited to elementary education, dyslexia reading classes, or special education. GED classrooms should follow the same student/teacher ratio as regular classrooms.
- B. Contractor **shall** provide and coordinate space on-site and within for the provision of virtual/online coursework with no more than ten (10) students per classroom.
- C. The Contractor **shall** provide educational instructional coaches/classroom facilitators to provide classroom management, teach collaboratively and supplement virtual courses provided by the DYS-contracted education contractor.
- D. Education coach and any additional direct care staff **shall** be provided at coach/student ratio of 1:10.
- E. The Contractor **shall** submit student classroom attendance for each period utilizing the eSchool system.

## 5.3 EDUCATIONAL RECORDS ACCESS RETENTION AND RELEASE

- A. The DYS Registrar or designee will be responsible for requesting, receiving, and forwarding, as applicable, student education records from previous placements and related information in the most expedient manner when requests are received.
- B. Education records received by DYS will be confidential. Other than required exchanges of information between the Contractor, DYS (and its agents), and the courts (and their agents), the DYS Registrar is responsible for determining all releases of information in compliance with State and federal regulations.
- C. The DYS Registrar or designee will ensure that records are distributed only as needed within the DYS service provider network.

## 5.4 CONFIDENTIALITY OF INFORMATION

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

- D. The Contractor **shall** provide grades within the guidelines provided by DYS for classes taught by the Contractor. DYS shall ensure discharge documents are in JJIS.

#### 5.5 GENERAL EDUCATION – STUDENT SUCCESS PLANNING

The Contractor **shall** complete a Student Success Plan, as defined in Arkansas Code Annotated § 6-15-2903(12), utilizing the DYS procedures of implementation for all students in a grade level as determined by DYS. The Student Success plans **must** be completed within thirty (30) school days and entered in JJIS by the Contractor. The plans will be updated every three (3) months.

#### 5.6 SECONDARY AND CONTINUING EDUCATION

- A. Contractor **shall** provide an opportunity for a secondary education program, industry certification, or vocational certificate program.
- B. Contractor **shall** allow juveniles to participate in vocational programming who have graduated from high school, who are working towards a diploma, who have obtained a GED, and/or for whom a vocational aptitude screening indicates that such vocational instruction would further assist in their successful reintegration. Contractor **shall** provide an Integrated Educational Training Program (IET) for all students enrolled in a GED program. The IET program will provide a documented career counseling and/or transitional pre-employment screening for GED and graduate students.
- C. Contractor **shall** complete a reenrollment form and forward a copy to the DYS registrar for academic placement regarding any student who has obtained a GED and requests enrollment into academic classes for the purpose of obtaining a high school diploma.
- D. Contractor **shall** administer an aptitude and needs screening of each juvenile based on the vocational programs DYS has authorized for service.
- E. Contractor **shall** provide an overview of the vocational choices, basic job skills and subsequent vocational counseling from a career interest assessment approved by the school superintendent to every assigned juvenile upon intake, regardless of age.
- F. Contractor **shall** implement a vocational education program applicable to population and size of facility, which will assist the juvenile in becoming independent and make healthy lifestyle choices upon return to the community. At a minimum, the program **must** include job interviewing, job skills coaching and computer training.
- G. Contractor **shall** work in collaboration with DYS and any partnering State agency or contractor to bring additional secondary education or vocational training to each residential facility.

#### 5.7 PRE AND POST TESTING

- A. Contractor **shall** conduct academic evaluations as required by the DYS Education Superintendent.
- B. Pre-testing for all youth **must** occur within two (2) weeks of the juvenile's arrival on campus. Post-testing shall occur prior to each treatment team review meeting and the results submitted to the DYS education department.
- C. Results of the testing **must** be included in the juvenile's education records prior to the juvenile's transfer or discharge from the program.

#### 5.8 JUVENILE USE OF TECHNOLOGY MEDIA

- A. The Contractor **shall** work with each juvenile to complete and submit a Student Access Form (SAF) for each facility admission within seven (7) days of completion in an electronic format to the DYS Information Systems Section prior to each student having any computer access.
- B. The Contractor **shall** ensure each juvenile is instructed in the DYS-approved limitations for use of media, including behaviors to avoid, damage to the machines, software, and materials, as well as restrictions on the use of internet prior to use.
- C. Contractor's staff **shall not** allow juveniles' access to unauthorized devices and websites.

- D. Contractor's staff **shall** supervise juveniles at all times via physical presence while using the technology media center, especially any use that may involve or permit access to the Internet.
- E. Contractor staff member(s) detecting the misuse of technology media **shall** make a written report to the DYS Education Superintendent, in addition to any other incident reports, in accordance with DYS Incident Reporting Policy.
- F. The Contractor may consider the nature and severity of the violation, any previous violations, and any other factors deemed relevant in determining the length of loss of technology media privileges.
- G. All technology media activity and Internet use may be subject to electronic monitoring by DYS.

## 5.9 GRADING: SPECIAL AND VOCATIONAL EDUCATION

- A. Contractor **shall** provide teachers for Special Education, dyslexia, and vocation course work. General education academic courses will be provided by a DYS-contracted provider.
- B. Contractor **shall** provide consistent trained staff to be educational coaches to support learning in each classroom, DYS best practices in the classroom must be followed.
- C. Grading for Special Education, reading, and vocational course work **must** be the responsibility of the Contractor and the Special Education and vocational teachers are hired by the Contractor.
- D. Grades **must** accurately reflect the student's mastery of the material and grades assigned to students **must** reflect educational objectives only.
- E. Teachers **shall** use a variety of assessment methods such as unit tests, project evaluation, and formative evaluation, etc.
- F. There **must not** be fewer than six (6) test/major project grades per semester in each subject area, including a required semester exam.
- G. Teachers **shall** record a minimum of two (2) grades per week for each subject in which no more than one half (0.5) credit **must** be of homework assignments. Grades **must** be entered utilizing electronic system (eSchool) Teacher Access Center (TAC).
- H. A copy of each student's report cards **must** be sent to each student's parent or guardian within five (5) business days of receiving the interim reports and report cards from the DYS registrar. Contractor **shall** utilize electronic system (eSchool) to submit attendance daily, beginning each class period, per ADE requirements.
- I. Grade inflation **must** be prohibited.
- J. The teacher's grade book **must** be the official academic record of student's progress.
- K. All teachers **shall** keep an up-to-date record of student grades utilizing electronic system.
- L. Teachers **shall** follow the standard grading scale to administer grades:
  - 1. 90-100 A
  - 2. 80-89 B
  - 3. 70-79 C
  - 4. 60-69 D
  - 5. < 60 F
- M. The Contractor **shall** demonstrate that the student and parent/guardian are made aware of the student's progress via progress reports.
- N. Contractor **shall** store hard copies of student grades for the duration of the contract term and **must** turn over all copies to DYS upon request by DYS or at the end of the contract term.
- O. Teachers **shall** maintain four (4) or more representative work samples in the file for completed terms on each student.

**5.10 CLASSROOM BEHAVIORAL DISRUPTIONS**

- A. The Contractor may determine the appropriate immediate action regarding disruptive behavior. Recommendations for removal from the regularly scheduled classroom environment for an extended period of more than a half day of school or more **must** be forwarded to the DYS Education Superintendent and DYS Assistant Deputy Director for Treatment prior to any removal from the classroom setting. No juvenile **shall** be suspended or expelled from the educational setting.
- B. Classroom disruptions **must** be contained to minimize impact for non-disruptive youth. Seat time may be disrupted for youth only when necessary to ensure the safety of youth and staff, or when unavoidable (i.e., loss of power, etc.).

**5.11 SPECIAL EDUCATION – GENERAL**

- A. The Contractor **shall** provide a continuum of educational placements to the juvenile population who receive Special Education services.
- B. Contractor's Special Education staff **shall** participate in trainings and provide reports and supporting documentation to the DYS Special Education Administrator upon request of all activities on behalf of youth.
- C. Juveniles **shall** be identified as needing Special Education and related services by the following means:
  - 1. Upon entering a facility, the juvenile will self-report if they have received Special Education in the past.
  - 2. Academic records from a previous school or treatment facility indicate previous placement in Special Education. Documentation **must** be filed in the JJIS and noted in eSchool.
  - 3. Teachers, Case Managers, or Counselors may refer the juvenile for consideration of Special Education and related services.
- D. The Contractor shall make services available to all juveniles identified for Special Education within thirty (30) days after development of the Individualized Education Program (IEP).
- E. The Contractor **shall** follow DYS procedures (DYS Policy Handbook provided at contract award) based upon Arkansas Department of Education (ADE) regulations and policies at each facility.
- F. The Contractor **shall** allow Special Education juveniles to participate in all educational and recreational activities with regular classmates unless determined otherwise by the facility's education staff within the decision-making process of a formal Special Education conference.
- G. Contractor **shall** meet the minimum requirements established by Individuals with Disabilities Education Act (IDEA 2004) Procedural Requirements Sections.

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

The Contractor **shall** provide a Free Appropriate Public Education (FAPE) according to Arkansas Department of Education/Special Education Unit standards and guidelines.

**5.13 SPECIAL EDUCATION – TRANSFER POLICY**

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

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

- A. Juveniles with disabilities **shall** be educated with their non-disabled peers to the maximum extent appropriate.
- B. The Contractor may remove juveniles with disabilities from regular classroom education settings, upon notification to the DYS Superintendent of Education and the Special Education Supervisor for up to five (5) days total during placement with DYS. At the fifth (5th) day of removal, a separate programming conference which includes a Manifestation Determination review **must** be set up.

- C. The Contractor **shall** explain non-inclusionary practices with supporting documentation at the juvenile's IEP conference.
- D. The practices **must** be documented in the student's Special Education due process folder.
- E. Exclusion of any juvenile with an IEP, except when the exclusion is for threatening or disruptive conduct, **must** be documented on an appropriate ADE/Special Education Unit (SEU) Conference Decision Form.
- F. Educational services **must** continue regarding continuum of service, placement, technical services, and other services as found in the ADE/SEU rules and regulations on Special Education and Related Services, if the juvenile is removed from mainstream educational activities.
- G. Continuum of placement options for LRE **shall** include:
  - 1. Regular education class/Indirect Service (RG)
  - 2. Regular class/some direct instruction (more than eighty percent [80%] in general education) (RG)
  - 3. Regular class forty percent to seventy-nine percent (40%-79%) in general education (RR)
  - 4. Some/no instruction in regular class (less than forty percent [40%] in general education) (SC).

#### 5.15 SPECIAL EDUCATION – DUE PROCESS

- A. The Contractor **shall** collaborate with DYS Special Education Administrator to ensure procedures for due process are implemented inclusive of inviting the DYS Special Education Administrator to participate in all training opportunities involving Special Education for Contractor's Special Education staff.
- B. The Contractor **shall** ensure all juveniles who receive Special Education services are conferenced within thirty (30) days of placement at the facility upon release from the intake evaluation process.
- C. The Contractor **shall** enter Special Education due process information into the JJIS with a notification to the DYS Special Education Supervisor within five (5) business days.
- D. The Contractor **shall** ensure that when a juvenile who receives Special Education services is transferred to another facility within the DYS system of education, the Special Education due process folder is sent via DYS approved electronic mail to the receiving facility within five (5) business days.

#### 5.16 SURROGATE PARENTS

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

#### 5.17 CHILD FIND

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

#### 5.18 DEGREE OPTIONS, IEP Sections C 1 –5, D, E, and G

- A. The Contractor **shall** ensure that the juvenile, the Individualized Education Plan (IEP) team, and parent/guardian have the final determination of the student's best option regarding an IEP. In making that determination, the Contractor and others involved with the juvenile **shall** follow State and federal guidelines and laws established for juveniles receiving Special Education and related services.

- B. The Contractor **shall not** transfer a Special Education juvenile to GED classes without a Special Education conference being held in accordance with State and federal law as well as DYS guidelines. Contractor **shall not** proceed with a transfer without prior approval and guidance from DYS.
- C. The Contractor **shall** complete the following prior to placing a juvenile in the GED program:
1. Contractor **shall** assist the juvenile in completing a formal application to the school for a waiver to enroll in an adult education program.
  2. Prior to any further action, the juvenile **shall** be administered a Test for Adult Basic Education (TABE) or an official GED practice test.
  3. Contractor **shall** ensure juveniles earn a total score of five hundred and thirty-five (535) or above on all sections if the TABE is administered on each section, or a minimum composite score of one hundred and forty-five (145) if the GED practice test is used.
  4. If all participants in the parent/teacher conference agree that the juvenile's best option is to enter the GED program, then the juvenile, parent/guardian, and DYS Superintendent, or designee, **shall** sign a written agreement.
  5. If the participants do not agree, the juvenile or parent/guardian may file an appeal within thirty (30) days with the DYS Superintendent.
  6. The Contractor **shall** re-enroll the juvenile in general education or Special Education (if applicable) within five (5) business days of dismissal from GED, if the juvenile does not successfully complete the GED process as determined by the facility administrator or their designee.
  7. Contractor **shall** use the DYS re-enrollment form to move the juvenile back into general education and a Special Education meeting, including a minimum of the required participants as defined by ADE, **must** be held for students who were formerly receiving Special Education services to address eligibility, programming, and placement issues.
  8. A GED juvenile who was formerly receiving Special Education services **shall not** transfer back to Special Education without an appropriate Special Education conference being held in accordance with State and federal law and appropriate documentation to address eligibility, programming, and placement inclusive of an IEP, provided.
  9. Juveniles seventeen (17) or younger **shall not** be considered for GED programming unless all the following prerequisites have been met:
    - a. The juvenile is at least sixteen (16) years of age
    - b. Permission is granted by the DYS Superintendent or designee
    - c. One or more of the following circumstances exists:
      - i. Juvenile has less than twelve (12) credit hours
      - ii. Requested by parents/guardians
- D. For juveniles with Individualized Education Plans who are committed to DYS, if the juvenile reaches age eighteen (18) while in DYS's physical custody:
1. The Contractor **shall** counsel the juvenile to determine graduate requirements and options.
  2. The IEP team **shall** assist the juvenile in making the decision for the appropriate program.
  3. The Contractor in collaboration with DYS **shall** develop a committee to make any final decision on the juvenile's education, if the juvenile is cognitively impaired, as determined by a medical professional or other licensed educational or psychological examiner. If the juvenile wishes to pursue a GED, TABE, or the GED pretest **must** be administered first, and the results explained to the student.

#### 5.19 SCHOOL LIBRARY

- A. Contractor **shall** maintain a functional library (coordinated media program) including both print and electronic media inside the facility that will support juveniles' academic assignments, personal interests, and other developmental/life skills resources which are educational, informational, and recreational.
- B. This coordinated media program **must** be provided by the Contractor to make a wide range of media accessible to both teachers and students.
- C. The coordinated media program **must** have the ability to receive, store, retrieve, and display all forms of media.



- D. The media collection **must** contain a balance of print, non-print (audio, journals, videos, art collections, etc.), and electronic media adequate to meet the needs of the students and staff at each facility.
- E. The minimum book (print) collection in the media center **must** be at least eight (8) books per student. The books should represent material that is of interest and educational for the facility population.

## 5.20 DORMITORY MEDIA CENTER

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

## SECTION 6 – ASSESSMENT, TREATMENT, AND CASE MANAGEMENT

### 6.1 ASSESSMENTS

- A. Prior to assignment to a facility, a committed juvenile will receive a comprehensive assessment of individualized needs at the Arkansas Juvenile Assessment and Treatment Center (AJATC), which includes a medical, mental / behavioral health, intellectual, and educational assessments as identified by DYS. The results of the assessment are utilized for the development of the youth's individualized treatment plan.
- B. During the initial screening and assessment, the Contractor, and staff:
  - 1. **Shall** perform face-to-face initial screenings and assessments using reliable and validated appropriate screening and assessment instruments
  - 2. **Shall** ensure properly state licensed and credentialed qualified mental health professionals provide services for youth with identified mental /behavioral health needs discovered during the screening and assessment of youth during intake and for youth with mental health needs that arise at any time after intake.
  - 3. **Shall** ensure within one hour of arrival at the intake center, an initial mental health screening **shall** be conducted on each admitted youth using a reliable and validated mental health screening instrument e.g. Massachusetts Youth Screening Instrument 2 (MAYSI-2). In addition, the facility conducts an in-person suicide risk screening within one hour of admission to the intake center by a trained staff member or a qualified mental health staff member to identify youth who may be at risk of suicide.
  - 4. **Shall** provide detailed recommendations and conduct further assessment for medical care, education, dental care, substance abuse, and mental health/behavioral for all juveniles when antecedent screening identify appropriate needs.
  - 5. **Shall** ensure youth are classified and assigned to housing based on age, maturity, and gender using appropriate classification system that addresses risks and needs, use both a reliable and validated screening and assessment instruments, and identifies you who are vulnerable to victimization or at risk of victimizing others.
  - 6. **Shall** ensure each facility it operates provides ongoing mental health services in accordance with the juvenile's individualized treatment plan.
  - 7. **Shall** ensure youth have 24-hour access to emergency mental health services offsite if appropriate and transportation to those services through on-site staff, by contract, or by way of other immediately available services.

8. **Shall** participate in the initial DYS multidisciplinary treatment team staffing at the end of the intake assessment period.

C. Contractor **shall** conduct intake examination, screenings and assessments which may include, but are not limited to the following:

MEDICAL ASSESSMENT				
Assessment Name	Assessment Type	Person Responsible	Initial Assessment Timeframe	Criteria for Assessment
Intake Health Screening	Initial screening of overall health status and health history	Nurse	Report within two (2) hours of admission to intake assessment area.	All Youth
Admission Assessment & Medical File Review	Medical File Review and youth interview	Nurse Coordinator for Health Care	Report within three (3) business days of admission to intake assessment area. For youth with special medical needs and report within seven (7) business days for all other youth	All Youth
Physical Examination	Comprehensive Medical Evaluation	Physician, Nurse Practitioner, or Physician Assistant	Report within seven (7) business days of admission to intake assessment area.	All Youth
Dental Examination	Dental Evaluation Dental Screening Dental Cleaning	PT Dentist Dental Hygienist	Report within seven (7) business days of admission to intake assessment area.	All Youth
Vision Examination	Snellen Screening	Nurse Practitioner or Nurse	Report within seven (7) business days of admission to intake assessment area.	All Youth

PSYCHOLOGICAL ASSESSMENT				
Assessment Name	Assessment Type	Person Responsible	Initial Assessment Timeframe	Criteria for Assessment
Mental Health Screening	Psychological Screening	Trained Staff	Report two (2) hour of admission to intake assessment area.	All Youth
SASSI (Adolescent Substance Abuse Subtle Screening Inventory-Second Edition) (SASSI-A2) (Ages 7-18)	Alcohol and Other Drug	Trained Staff	Report within seven (7) business days of admission to intake assessment area.	All Youth
Clinical Interview	Initial Screening	Psych Examiner	Report within ten (10) calendar days of admission to intake and assessment	All Youth
<a href="#">J-SOAP-II</a>	Sex Offender	Psych Examiner	Report within seven (7) business days of admission to intake assessment area.	All youth referred to court or adjudicated for a sex offense at any time in the past

PSYCHOLOGICAL ASSESSMENT				
Assessment Name	Assessment Type	Person Responsible	Initial Assessment Timeframe	Criteria for Assessment
Behavior Assessment for Children-Third Edition (BASC-3) (Ages 6-21)	Clinical, Adaptive, and Emotional measurement	Psych Examiner	Report within seven (7) business days of admission to intake assessment area.	All Youth
<a href="#">UCLA PTSD Index</a>	Post-Traumatic Stress Disorder	Psych Examiner	Report within seven (7) business days of admission to intake assessment area.	All youth
Kaufman Brief Intelligence Test-Second Edition (KBIT-2)	Intellectual Assessment	Psych Examiner	Report within seven (7) business days of admission to intake assessment area.	All youth
ADHD Rating Scale	Behavioral Review	Psych Examiner	Report within seven (7) business days of admission to intake assessment area.	If needs identified
Woodcock Johnson Test of Achievement-Fourth Edition	Dyslexia	Psych Examiner	Report within seven (7) business days of admission to intake assessment area.	All Youth
Clinical Evaluation of Language Fundamentals – Fifth Edition (CELF-5)	Language Screener	Speech and Language Pathologist	Report within seven (7) business days of admission to intake assessment area.	If Woodcock Johnson identifies need
<a href="#">CTOPP2</a>	Dyslexia	Psych Examiner	Report within ten (10) calendar days of admission to intake assessment area.	If Woodcock Johnson identifies need
Columbia-Suicide Rating Scale	Suicide Screening	Trained Staff	Report within (twenty-four) 24 hours of admission to intake assessment area.; 1 hour of self- harm behavior or comment	All youth
<a href="#">Suicide Risk Screening</a>	Suicide Risk	Trained Staff	Given after Student has made a Suicide attempt and every forty-eight (48) hours to monitor the student	All youth who threaten or engages in self-harm
Massachusetts Youth Screening Instrument -2 (MAYSI-2)	Suicide Risk	Trained Staff	Within one (1) hour of admission to the intake center	All youth

PSYCHIATRIC ASSESSMENT				
Assessment Name	Assessment Type	Person Responsible	Initial Assessment Timeframe	Criteria for Assessment
Psychiatric Evaluation	Clinical Interview and Record Review	Psychiatrist	Report within seven (7) calendar days of admission to intake assessment area.	All youth

## 6.2 TREATMENT MODEL

The Contractor **shall** utilize developmentally appropriate research informed and evidence-based Cognitive Behavioral Therapy treatment as its primary treatment model

## 6.3 INDIVIDUALIZED TREATMENT PLAN

- A. Contractor **shall** follow the individualized treatment plan constructed by the multi-disciplinary team. Based on the need identified in the juvenile's individualized treatment plan the contractor will develop measurable, specific, observable, time limited objectives. Contractor **shall** ensure its case managers, clinical therapist, medical staff, educational staff, and direct-care staff follow the individualized treatment plan and deliver services and interventions in accordance with that plan, as well as any behavior support or other directives which flow from the individualized treatment plan.
- B. Contractor **shall** coordinate structured, client-centered treatment programs utilizing research informed evidence-based treatment modalities designed to reduce the rate of potential juvenile recidivism. Contractor staff **shall** assist with reentry planning that promotes successful reintegration to the community following discharge. Discharge summaries will include recommendations for continuation of ongoing treatment needs and supportive care and identify community supports needed,
- C. Contractor **shall** ensure that the licensed therapist and the juvenile's assigned facility case manager participate in the scheduled treatment team review meetings.
- D. Contractor-coordinated treatment program **must** include the following components without limitation:
1. Behavioral Health, Mental Health,
  2. Life and Work Skills,
  3. Cognitive Behavioral Therapy focused on criminal thinking and behavior
  4. A Facility-Wide Treatment Environment
- E. Contractor **shall** also provide as clinically indicated:
1. Substance Abuse Treatment, either residential or clinic based
  2. Sex Offender Treatment either residential or clinic based

## 6.4 CLINICAL STAFF REQUIREMENTS

- A. Contractor **shall** provide a current state clinically licensed and board certified, mental health therapist with the proper credentials to supervise all licensed mental health therapists, and case managers, and is to serve as the Director of Clinical Services for the facilities.
- B. The Contractor **shall** ensure at each facility there **must** be Arkansas clinically licensed and board certified, mental health therapists assigned to each juvenile. If providing substance use treatment or sex offender treatment, therapist(s) **must** have received proper training and if required by the State the appropriate certification or license to provide such treatment prior to delivering those treatment services.
- C. Therapist to youth ratio **shall** be no more than one (1) therapist for twelve (12) youth per facility, 1:12.
- D. Therapist **shall** participate in multi-disciplinary staff meetings bi-weekly regarding his or her assigned juveniles, at a minimum.
- E. Therapist **shall** provide weekly progress notes for each assigned juvenile. Weekly progress notes will include collateral contacts, family contacts, and any progress or regression with respect to individualized treatment goals. Weekly progress notes **must** include date, time, and length of the therapy session, name of juvenile and name of the therapist.

- F. Contractor **shall** provide individual sessions as clinically indicated; the frequency of the therapy sessions **shall** also be determined by the therapist though a youth **must** be seen no less than two (2) times each month. Each therapy session **shall** be as clinically indicated though no less than fifteen (15) minutes per individual session. The number of total therapy sessions required **shall** be determined by the therapist.
- G. Contractor **shall** provide group therapy sessions three (3) times per week lasting no less than one (1) hour per group session. Contractor **shall** keep a group sign in sheet for treatment groups that includes the date, time, length of group and the topic discussed along with youth signatures to show he or she attended the group. Names cannot be typed in youth **must** sign the sign-in sheet.
- H. Contractor **shall** provide family sessions as prescribed in the juvenile's individualize treatment plan or as clinically indicated by the therapist.
- I. Contractor **shall** engage in reentry planning with DYS, contracted provider's assigned staff from the time of admission. This is to ensure that at any given time the juvenile and the treatment team are aware of the projected discharge date and any steps remaining to affect discharge.
- J. Discharge summaries **must** be completed and loaded into the JJIS at least forty-five (45) days prior to the projected discharge date.
- K. Contractor **shall** coordinate submissions of monthly progress reporting into JJIS with designated DYS staff. Monthly progress reports **shall** be entered into JJIS no later than the 10<sup>th</sup> of the following month.

## 6.5 CASE MANAGEMENT REQUIREMENTS

- A. Contractor **shall** provide the necessary number of case managers, no less than two (2) per facility anticipated, subject to approval by DYS to coordinate treatment programming, therapeutic services, behavior management plans, family engagement, and other services for youth.
- B. Case managers **shall** participate in scheduled DYS Treatment Team meetings regarding their assigned juveniles.
- C. Case managers **shall** ensure that all juveniles receive a copy of treatment plans and progress reports.
- D. Case managers **shall** facilitate or co-facilitate evidence-based cognitive behavioral groups dealing focused on criminal thinking and evidence-based curriculum managing emotions and aggression i.e., anger management groups, five (5) days a week for no less than one (1) hour for each group with all youth.
- E. Case managers and /or therapist **shall** attend all scheduled and unscheduled court hearings regarding their assigned youth with or without being subpoenaed.
- F. Case managers **shall** be available to participate in weekly family visitation to work with family members, and as a precaution to address any emergent issues during visitation.
- G. Case managers **shall** be allowed to advocate freely for their clients' best interests, to verify that services by the Contractor's staff and other subcontractors at the facility are being provided as required, and to serve in the case management role without being assigned unrelated duties such as filling in for direct care or transport staff. Case managers may serve as the second staff transporting youth to a hearing; the case manager is also required to attend.
- H. Case management activities **must** be governed by each youth's individual treatment plan. The treatment plan and assigned LOS may be amended by DYS if any subsequent treatment issues are identified or there is a documented need for more time to complete a treatment plan goal.
- I. Case managers **shall** report a minimum of monthly via the JJIS by the tenth (10th) of the month on the progress of each youth client with respect to the individualized goals and objectives in the treatment plan. Within three (3) business days of approval by DYS, Contractor **shall** send monthly progress reports to the youth's legal custodian, community-based provider, committing court and his or her assigned Juvenile Probation Officer (JPO) or designated juvenile court recipient, defense attorney and prosecuting attorney. Case managers **shall** provide reports to the assigned DYS Case Manager and provide documentation upon request of all activities on behalf of youth.

- J. Case managers **shall** coordinate and lead monthly multi-disciplinary treatment team meetings to discuss youth on their caseload. Meetings **must** prioritize youth according to youth's treatment progress and behaviors. Treatment team meetings **must** include staff representing mental health, direct care, and educational services at the facility. Meetings **must** be documented in each youth's case file.
- K. In addition to monthly multi-disciplinary treatment team meetings, case managers **shall** work with the DYS Treatment Team to continually review and update the youth's individualized treatment plan. The case management plan, coordinate communication with court officials and others, engage in discharge planning, and otherwise address the changing needs of the youth. Ad hoc staff meetings for youth may be called by the case manager or DYS staff and should be scheduled to allow participation by all necessary parties.
- L. All non-emergency communication by Contractor staff regarding a youth's progress, behavior, discharge, or other status, other than communication directed by DYS policy or this contract **must** be coordinated with and approved by the DYS service coordinator or service manager, or other authorized DYS staff, this includes but is not limited to court officials, attorneys, and non-custodial family members. Contractor staff may communicate as needed with a youth's legal custodian, any individual providing medical treatment for the youth, and any individual providing services pursuant to the youth's case plan or Individualized Treatment Plan.
- M. Contractor **shall** provide, enter, update, and submit youth admission, treatment progress, history of movement, and transfer/discharge summary documentation into JJIS in a manner specified by DHS Policy and Procedure for system access, documentation, and compliance with standards for confidentiality, weekly.
- N. Contractor **shall** provide, encourage, and sustain the involvement of the youth's parents/guardian in the youth's treatment progress by maintaining, at minimum, once a week contact with parents/guardian to discuss youth's needs, progress, and problem areas. This weekly contact **shall** be documented in the youth's case file with times, dates, areas of concern discussed.
- O. Contractor **shall** provide, develop, and implement a visitation plan for the parents/guardian unless the court has relieved the youth's parents/guardians from responsibility or authority for the youth.
- P. Contractor **shall** document, by log or case notes in the form and manner required by DYS, all attempts (successful or unsuccessful) to involve the parents/guardian in visitation.
- Q. Contractor **shall** verify entry, completion and DYS approval of necessary forms for transfer or discharge of youth in DYS Custody (RS-9 form, currently) in the manner required by DYS policies, procedures and guidelines with an accompanying transfer or discharge summary to support DYS records documentation requirements and the respective transfer/discharge recommendation.
- R. The Contractor **shall** provide weekly case management of each juvenile's individualized treatment plan and issue the program progress reports to the appropriate juvenile court and DYS each month. Reports **must** be uploaded into JJIS and sent via email and or certified mail to the appropriate court, JPO and Community Based Provider.

## 6.6 COMMUNITY-BASED PROVIDERS INFORMATION SHARING

- A. The Contractor **shall** coordinate reentry services and share information with the designated community-based provider within five (5) business days of the juvenile being admitted to the intake and assessment center.
- B. The Contractor **shall** maintain documentation of visits by the designated community-based provider in the juvenile's individual case file.
- C. In consult with DYS, the Contractor **shall** provide written notification to the designated community-based provider of the anticipated discharge date of a juvenile, along with a copy of the reentry plan at least forty-five (45) calendar days prior to the juveniles planned discharge from a secure facility.
- D. The Contractor **shall** submit to DYS in writing all requests for exceptions to these requirements, a copy of the notification **must** be maintained by the Contractor in the juvenile's individual case file.
- E. The Contractor **shall** coordinate with the community-based provider's designated staff member pending a juvenile's discharge to develop the juvenile's reentry plan. The reentry planning **must** begin at the time the youth is admitted into the Intake and Assessment Center.



**6.7 REENTRY**

- A. The Contractor **shall** notify the community-based provider's designated staff member of the established discharge date at least forty-five (45) calendar days in advance of the discharge, or immediately if there is any change in the discharge date.
- B. The Contractor **shall** provide a copy of all records and information necessary for development of the youth's reentry plan to the community-based provider's designated staff member upon request or at least no less than forty-five (45) calendar days prior to discharge.
- C. The Contractor **shall** submit requests for exceptions in writing to DYS.
- D. The Contractor **shall** actively engage and coordinate with the community-based provider to schedule monthly progress review and reentry planning meetings in consult with the DYS treatment team and DYS Service Coordinator or manager.

**6.8 GENDER SPECIFIC POPULATION PROGRAMMING**

- A. The Contractor **shall** develop and implement research informed and evidence-based gender-specific programming. The Contractor's program **shall** address gender-specific issues regarding health, safety, education, and life skills development.
- B. The Contractor **shall** provide evidence-based gender specific group counseling two times (2) per week for one (1) hour per group which can be included in the three (3) groups per week requirement identified under clinical staff requirements.
- C. The youth's participation must be documented weekly in their individual case file via sign-in sheets. The sign-in sheets **shall** include the youth's hand printed name, the subject matter of the group along with the date and the start time and end time of the group and topic discussed. The file **must** include copies of any handout or worksheets given to the youth during the group.

**6.9 RECREATIONAL ACTIVITIES**

- A. Contractor **shall** construct a sixteen (16)-hour day of total programming (meals, school, treatment, etc.) inclusive of recreational activities, which **shall** be provided seven (7) days a week at all four (4) secure facilities.
- B. The Contractor **shall** ensure at each facility it operates facilities that house fifty (50) or more youth **shall** have a qualified, full-time recreation director who plans and supervises all recreation programs. Facilities that house fewer than fifty (50) youth **shall** have a staff member trained in recreation or who has relevant experience to plan and supervise recreation programming. Reasonable accommodations will be provided varied recreational activities to ensure all youth can participate i.e., not always playing indoor or outdoor basketball.
- C. The Contractor **shall** ensure at each facility it operates all youth, including youth with physical disabilities, developmental disabilities, mental disorders and mental illness, and youth with limited English proficiency (LEP) **shall** have the opportunity to equally participate in recreational activities.
- D. Contractor **shall** ensure that all youth receive one (1) hour of large muscle exercise Monday through Friday and two (2) hours of large muscle exercise Saturdays and Sundays, and during non-school days in addition to any physical education requirements.
- E. The Contractor **shall** ensure at each facility it operates the facility shall offer youth a range of choices for recreational activities in dayrooms or common areas. These may include, but are not limited to, reading, listening to the radio, or watching television. Watching television shall not be the only source of recreational activity on the unit and should be limited in total viewing time allowed to no more than three (3) hours a day, seven (7) days a week, or videos, board games, drawing or painting, listening to or making music, and letter writing.
- F. The Contractor **shall** ensure at each facility it operates the facility shall maintain an adequate supply of games, cards, and writing and art materials that are available for use during recreation and leisure time.
- G. The Contractor ensures at each facility it operates equivalent gender-responsive programming shall exist for females in the facility. Facilities shall not limit access to recreation and vocational opportunities on the basis of gender. "Equivalent" does not mean that programming for males and females is identical, but that male and

female youth have reasonable opportunities for similar activities and an opportunity to participate in programs, physical activities, and recreational opportunities of comparable quality.

#### 6.10 RELIGIOUS ACTIVITIES

- A. Contractor **shall** comply with H.R.1308 - Religious Freedom Restoration Act of 1993. The Contractor **shall** offer all juveniles the opportunity to voluntarily practice their religious faiths and to participate in religious activities free from discrimination or harassment.
- B. No youth will be compelled or coerced to participate in any formal or informal religious activity, including but not limited to prayer, worship services, or reading any religious scripture or any religious literature.
- C. All religious activities **shall not** take place on a living unit where juveniles are housed. Juveniles not choosing to participate in a religious activity **shall not** be restricted to his / her room or be denied the ability to participate in any other scheduled activities.
- D. The contractor **shall** maintain a documented log of all voluntary juvenile participation in any religious activity off the facility premises.

#### 6.11 TELEPHONE

- A. Contractor **shall** afford juveniles the opportunity to have regular telephone contact with his or her family/legal guardian(s). These weekly calls **shall** be in addition to the one (1) hour weekly family session as clinically indicated with his / her therapist. Contractor may not substitute the weekly family session or add additional time to family session to substitute the time for the juvenile's weekly call with his / her family.
- B. Juveniles **shall** be allowed a minimum of one (1) call per week of at least ten (10) minutes. When needed for treatment or other purposes, including as an incentive for positive behavior, the Contractor may permit or DYS may direct additional family contact.
- C. Contractor **shall** cover the expense for all calls.
- D. Contractor **shall** monitor or restrict calls as needed within juvenile's rights as defined by DYS.
- E. Contractor **shall** not hinder juvenile's contact to legal counsel and advocates.

#### 6.12 VISITATION

- A. The Contractor **shall** ensure at each facility it operates staff permit youth to visit with parents or guardians, siblings, other family members, the parents of a youth's child, mentors, community-based service providers, educators, and clergy members, and other supportive adults.
- B. The Contractor **shall** ensure at each facility it operates written policies clearly describe the approval procedure for visitation, and staff communicate visitation policies to family members. Staff encourage visitation with youth's own children through visitation in child-friendly visiting spaces, telephone, and mail. Facility visitation procedures are mailed to the youth's parent/legal guardian and social supports upon admission or transfer to a facility. The approval process should take no more than three (3) calendar days, barring any exigent circumstances that may arise from the standard background check process.
- C. The Contractor **shall** ensure at each facility it operates written policies, procedures, and actual practices provide for a process to approve visitation from individuals not listed above.
- D. The Contractor **shall** ensure at each facility it operates the facility allows visitors to provide alternative forms of a valid photo identification., school I.D, Work ID, passport, etc.
- E. The Contractor **shall** ensure at each facility it operates family visitations occurs typically on weekends and are available on weekdays by special arrangement and is not limited to normal business hours.
- F. The Contractor **shall** ensure at each facility it operates youth have the opportunity to have visits from family members at least once per week for no less than two (2) hours per family visit. Staff **shall** post a schedule of visiting hours and rules in English and other appropriate languages.
- G. The Contractor **shall** ensure at each facility it operates the facility informs family members that they may schedule visits at other times with permission from the facility administrator or designee.

- H. The Contractor **shall** ensure at each facility it operates has written policies clearly describing procedures for special visits.
- I. The Contractor **shall** ensure at each facility it operates the facility provides alternative ways of visiting for family members and others who cannot easily travel to the facility (e.g., Skype or FaceTime). These alternatives complement, but do not replace, in-person visitation opportunities.
- J. The Contractor **shall** ensure at each facility it operates staff do not deprive youth on disciplinary status of visits as a punishment. The facility **shall** permit youth on disciplinary status to have visits unless such visits would pose an immediate threat to the safety and security of the facility. If staff deny youth visitation, staff **must** also inform the individuals who plan to visit the youth in advance of the visitation period.
- K. The Contractor **shall** ensure at each facility it operates to encourage family visitation for all youth and does not deny family members visitation solely on the base of previous incarceration or a criminal record.
- L. The Contractor **shall** ensure at each facility it operates staff supervise the visiting area but do not listen in on conversations absent reasonable suspicion that a crime, escape, or threat to safety or security is likely to occur.
- M. The Contractor **shall** ensure at each facility it operates if staff conduct searches of youth prior to and following visits, they use the least intrusive measure to protect against the introduction of contraband into the facility. Written policy and procedure clearly describe the facility's practice.
- N. The Contractor **shall** ensure at each facility it operates the facility develops and implements written policies, procedures, and actual practices to ensure that searches of visitors, beyond routine security such as metal detectors, are limited to cases where there is reasonable suspicion that the person is bringing in contraband. Family and visitors are not strip searched. Staff should post the search policies in English and other appropriate languages, so visitors are aware of the rules.
- O. The Contractor **shall** ensure at each facility it operates entrances, visitation areas, and restrooms used by the public are accessible by individuals with limited mobility.
- P. Attorney visits **must not** be monitored except at the request of the juvenile, family member, or attorney.

#### 6.13 MAIL

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

#### 6.14 FAMILY ENGAGEMENT

- A. Contractor's program **must** promote family engagement in achieving goals and outcomes specified in the juvenile's Individualized Treatment Plan.
- B. Contractor **shall** schedule and welcome weekly family visits and develop special family events as needed.

- C. Contractor **shall** encourage youth to maintain contact and correspond with their family and/or other guardians and caregivers.
- D. Contractor **shall** provide individual and family therapy sessions as specified in the youths Individualized Treatment Plan.
- E. Contractor case managers **shall** participate in visitation as an opportunity to promote family engagement and work with designated family members.

#### 6.15 MEDICAL TREATMENT

- A. Contractor **shall** develop medical protocols to ensure immediate and adequate on-site medical services at each facility, twenty-four (24)-hours a day, seven (7) days a week.
- B. The Contractor **shall** ensure at each facility it operates there is a responsible Health Services Authority (HSA) accountable for all the medical services.
- C. The Contractor **shall** conform to the following specifications and requirements without limitation:
  - 1. Contractor **shall** ensure at each facility it operates there are adequate qualified medical who are linguistically and culturally competent to address the specific needs of limited English proficient youth at each facility it operates. If such individuals are not available, the facility obtains interpretation or translation services
  - 2. The Contractor **shall** ensure properly State licensed, credential and board certified qualified medical professionals provide evaluation and treatment for potential medical needs discovered during the screening and assessment of youth, and for youth with potential medical needs that arise after the initial intake. Evaluation and treatment meet or exceed the community level of care.
  - 3. The Contractor **shall** ensure each facility it operated develops and implements written policies, procedures, and actual practices to ensure that:
    - a. All youth can consult with a qualified medical professional every day i.e., a sick call system and request form.
    - b. Youth may request to be seen without disclosing the medical reason to non-medical staff, and without having non-medical staff evaluate the legitimacy of the request.
    - c. Youth requesting consultation with a health professional see a qualified medical professional in a space designated for medical evaluations.
    - d. Youth have immediate access to necessary medications such as asthma inhalers and epinephrine autoinjectors, if medically ordered.
  - 4. The Contractor **shall** ensure each facility it operates has sufficient service hours of qualified medical professionals to timely meet the needs of youth in the facility, including scheduled on-site services.
  - 5. The Contractor **shall** ensure each facility it operates has private areas for medical examinations.
  - 6. Contractor **shall** ensure that all required information is promptly entered into the EMR medical information system, to include but not limited to medicine changes, medical, dental appointments both on and offsite. The Contractor **shall** ensure female health professionals are available for health services for committed girls, including transgender girls and gender nonconforming youth who request a female health professional.
- D. The Contractor **shall** ensure each facility provides notification to and obtain consent from parent(s) or legal guardian(s) for treatment of youth with serious medical or psychological problems, consistent with all applicable state laws.
- E. The Contractor **shall** ensure all emergency medical invoices are accompanied by an accurate incident report in DYS Information System. Any emergency medical invoice without an accurate incident report may be refused reimbursement by DYS until an incident report is entered in accordance with DYS reporting policy.

#### 6.16 MEDICAL PROVISION AND ASSESSMENT

- A. The Contractor **shall** ensure all youth receive a full health assessment in a clinically appropriate private setting within the contractually agreed time frame. For youths transferred from one facility to another who have had a health assessment within the last twelve (12) months an assessment that minimally consists of an interview with a qualified medical practitioner and review of the transfer summary / sending records to determine the need for further health evaluation and to ensure continuity of care. When appropriate, histories, physical examinations and tests are updated. The full health assessment is documented in the youth's medical file.
- B. The Contractor **shall** ensure a properly state licensed and credentialed registered nurse, or a nurse practitioner, or physician's assistant, or a physician performs the full health assessment, with a physician co-signature as required by law. A female **must** be present during a physical examination of a girl.

C. The full health assessment includes:

1. Review of screening results and collection of additional data to complete medical, dental, and mental health histories.
2. Review with the parent or guardian (by phone or in person) the health and mental health needs of the youth.
3. Recording of height, weight (and body mass index), pulse, blood pressure, temperature, and results of other tests and examinations.
4. Full medical examination, including vision and hearing exams and observations of any signs of physical abuse or injury.
5. Performance of screening and lab tests consistent with age and gender specific recommendations of the American Association of Pediatrics, the Guidelines for Adolescent Preventive Services (GAPS) program from the American Medical Association and the U.S. Preventive Services Task Force (USPSTF), and other tests and examinations as appropriate (consistent with state law regarding HIV testing).
6. Review of immunization history and scheduling or provision of needed updates in accordance with the Advisory Committee on Immunization Practices (ACIP) guidelines.
7. Pregnancy tests for sexually active females and gynecological exams for females when clinically indicated by an assessment by a qualified medical professional and conversation with the youth.
8. Testing for sexually transmitted infections (STIs), subject to the limitations on gynecological examinations outlined above.
9. History of potentially preventable risks to life and health including smoking, illegal use of drugs and alcohol, and unsafe sex practices.
10. History of services for intellectual, developmental, or learning disabilities.
11. History of accommodations for disabilities
12. History of psychiatric hospitalization and outpatient treatment (including all past mental health diagnoses).
13. History of current and previous use of psychotropic medications.
14. History of traumatic brain injury or seizures.
15. Inquiry about symptoms of post-traumatic stress.
16. Inquiry about recent injuries or exposure to physical trauma.
17. Inquiry into current self-harming behavior and suicidal ideation.
18. Identification of medical needs related to a youth's identification as transgender or intersex.
19. Review of the results of medical examinations and tests by a qualified medical professional, and initiation of treatment as indicated.
20. Contact with the youth's qualified medical professional(s) in the community as needed to ensure continuity of medical treatment.

D. The Contractor **shall** ensure youth who are limited English proficient receive health assessments by qualified medical professionals who are linguistically and culturally able to conduct such screenings in a language the child understands. If such individuals are not available, the facility should obtain interpretation or translation services.

## 6.17 PRIMARY MEDICAL CARE

- A. Contractor **shall** provide follow-up appointments 7:00 am to 7:00 pm Central Time and a formal morning sick call 7 AM to 9 AM Central Time Sunday – Saturday including holidays. Contractor may use telemedicine for these services, and/or a physician assistant (PA) who is currently licensed to practice in Arkansas and/or a Family Nurse Practitioner (FNP) who is currently licensed to practice in Arkansas.
- B. The Contractor **shall** make available to all youth sick call slips where a juvenile can request to be seen by a medical professional which he / she will have to state a reason for the request. Sick call boxes **shall** be placed on each living unit, in each dining hall, and all educational areas for juveniles to drop off a sick call slip. Only approved medical staff **shall** have access to these secure boxes and they **shall** be checked no less than three (3) times a day, seven (7) days a week. All juveniles **shall** have access to sick slips and **shall not** be discouraged from completing a sick call slip nor **shall** any staff pre-screen or ask the juvenile for a reason for completing a sick call slip.
- C. Contractor **shall** arrange on-call medical services within established protocols twenty-four (24) hours a day, seven (7) days a week and ensure onsite nursing (RN & LPN) seven (7) days a week.
- D. Follow-up or referrals based on juvenile health appraisals **shall** occur within two (2) days after health appraisal with ongoing observation as determined by the Health Service Authority until identified issues are resolved.
- E. Contractor **shall** provide a sick call protocol within thirty (30) days of contract start date.



**6.18 MEDICATION PROVISION AND MANAGEMENT**

- A. Contractor **shall** order, obtain, and deliver all necessary prescribed and any over the counter (OTC) medications from the DYS-contracted pharmacy provider to DYS facilities for all juveniles within DYS custody in a timely manner.
- B. All pharmaceutical services provided **shall** comply with all Arkansas State Boards of Pharmacy and Nursing, and Department of Health regulations, as well as state and federal laws.
- C. Contractor **shall** provide and distribute over-the-counter medications to youth as needed or prescribed by a doctor's verbal or written order.
- D. Contractor **shall** maintain an inventory and daily count of medications on-site as well as current, accurate records for distribution.
- E. Contractor **shall** develop and follow daily medication pass schedule as per the doctor's orders and staff activity protocols and provide medication distribution management of all on-site pharmaceutical provisions. The contractor **must** provide inventory trainings as required by the Arkansas State Nursing Board, Arkansas State Medical Board, and State Board of Pharmacy for on-site staff.
- F. Contractor **shall** facilitate the provision of a sixty (60) day supply of discharge medications as needed.
- G. Contractor **shall** maintain adequate medical supplies to perform daily services and emergency needs.
- H. Contractor **shall** provide all records for inspection by DYS-contracted Pharmacy Consultant and adhere to Pharmacy Consultant's recommendations.
- I. Psychiatric medication changes **shall** be through a consultation with the prescribing Psychiatrist.

**6.19 REFERRALS FOR OFF-SITE SERVICES**

- A. Contractors **shall** provide detailed recommendations regarding medical care, including dental and vision, education supports, and behavioral health referrals for all juveniles in DYS facilities.
- B. DYS **shall** establish agreements with local vendors for non-emergency services, including dental and vision, and provide payment, which shall be paid directly by DYS.
- C. Except in emergency situations, all off site referrals **shall** be pre-approved by the DYS designee. Off site, non-emergency visits **shall not** be reimbursed if there was no pre-approval.
- D. Non-emergency referrals **shall** occur within two (2) business days of identification of need.

**6.20 PROVISION OF OFF-SITE MEDICAL SERVICES DURING ASSESSMENT PHASE**

- A. Contractor **shall** seek prior approval from DYS before referring juveniles for off-site medical services during the assessment period from the designated DYS contact.
- B. Contractor **shall not** be responsible for any costs incurred for any approved off-site medical services provided for juveniles during the assessment period.

**6.21 SAFETY, SANITATION, AND INFECTIOUS DISEASE CONTROL PHASE**

Contractor **shall**:

- A. Meet all Arkansas Department of Health and Centers for Disease Control and Prevention regulations.
- B. Inspect each service area weekly, record any findings, and resolve or coordinate resolution of issues as needed.
- C. Properly handle and manage disposal of all medical waste.
- D. Follow medical protocols from Arkansas Department of Health and national health care practice regarding infectious waste protocols.

**6.22 DISCHARGE AND COORDINATION OF CARE**



Contractor **shall** provide a detailed medical discharge summary to ensure continuity of care and communicate coordination of medical care needs with community providers in a timely manner (thirty (30) days prior to discharge).

## 6.23 MEDICAL RECORDS MAINTENANCE

- A. Contractor **shall** ensure that all medical information pertaining to the youth and their treatment is input into the DYS EMR system within twenty-four (24) hours of service and or treatment delivery.
- B. Contractor **shall** provide DHS/DYS immediate, on-site record access and any requested records within twenty-four (24) hours.
- C. Contractor's client records **shall** include, without limitation, the following:
  - 1. Identifying information (i.e., name, number, birth date, sex);
  - 2. A master problem list containing medical and behavioral health diagnoses and treatments as well as known allergies;
  - 3. Intake screening and health assessment forms;
  - 4. Progress notes of all significant findings, diagnoses, treatments, and dispositions;
  - 5. Clinician orders for prescribed medication and medication administration records;
  - 6. Individualized Patient Care Plans;
  - 7. Reports of laboratory, X-ray, and diagnostic studies;
  - 8. Flow sheets;
  - 9. Consent and refusal forms;
  - 10. Release of information forms;
  - 11. Results of specialty consultations and off-site referrals;
  - 12. Discharge summaries of hospitalizations and other inpatient stays;
  - 13. Special needs treatment plans, if applicable;
  - 14. Immunization records, if applicable;
  - 15. Outside medical records, if applicable;
  - 16. Place, date, and time of each clinical encounter; and
  - 17. Signature and title of each documenter.
- D. All records **shall** be maintained in compliance with all Health Insurance Portability and Accountability Act (HIPAA) rules and regulations.
- E. Contractor **shall** upload individual records into the DYS Juvenile Justice Information System (JJIS).

## 6.24 PROTOCOLS

Contractor **shall** establish protocols and work with vendors to establish protocols (e.g., medication pass, sick calls, emergency management, etc.) in accordance with DYS policies.

## 6.25 REPORTING

- A. The contractor **shall** provide reports to DYS on a quarterly basis or more often if requested.
- B. Reports **shall** include the following information for the preceding quarter without limitation:
  - 1. Results of all initial intake assessments;
  - 2. All medical services encounters;
  - 3. All pharmacy services provided;
  - 4. All referrals for off-site services
  - 5. All vision care provided;
  - 6. All dental care provided;
  - 7. Summaries of all discharges, including coordination of care communications with community providers; and
  - 8. Copies of current licensure for all clinical staff providing services specified under this contract.

# SECTION 7 – STAFFING

## 7.1 STAFFING REQUIREMENTS

- A. Contractor **shall** provide a comprehensive organizational chart for each facility and how it fits within the company's overall organizational chart. The Contractor **shall** provide job descriptions for all staff positions indicated in this RFP as well as any other positions Contractor wishes to propose in order to execute all activities specified in this RFP (See Technical Proposal Packet). Contractor's organizational chart and job descriptions **must**, at minimum, addresses the specifications and requirements outlined in this section including without limitation the following:

1. The Contractor **shall** be responsible for all staffing and payment to employees and subcontractors in order to provide services twenty-four (24) hours a day, seven (7) days a week as required per the number of juveniles in residence at the facility and according to PREA, ACA and DYS standards and policies listed in the reference library. This staff **shall** be awake for all hours of shift.
2. Contractor **shall** provide direct care security staff with a staff-to-juvenile ratio of at least one to eight (1:8) during the day (6 A.M. - 9 P.M.) and one to sixteen (1:16) at night (9 P.M. - 6 A.M.). Direct care assigned to a living unit staff **shall** always keep all juveniles within his / her line of sight.
3. The Contractor **shall** ensure that any licensed professional whether employee or subcontractor **shall** only provide services for the juveniles within their respective licensure.
4. The Contractor **shall** ensure JJIS access is terminated immediately for those employees who leave the Contractor's employment by notifying DYS Information Systems section. Contractor **shall** notify DYS Information Systems Manager or designee no more than twenty-four (24) hours after termination of an employee who has access to the DHS network.
5. All staff that interacts with juveniles **shall** be dressed in a job-appropriate professional clothing provided by the Contractor that distinguishes staff from the juveniles. (e.g., Nurses in scrubs, Direct care staff in a contrasting color to the juvenile uniform, etc.)
6. The Contractor **shall** comply with DHS Policy regarding Alcohol and Drug Abuse Prevention – Drug Test Procedures, which requires that all employees be prohibited from using or possessing controlled substances, including alcohol, and marijuana, even if the employee has a medical prescription for marijuana while on duty; all employees **shall** be prohibited from working while under the influence of alcohol or other controlled substances.
7. The Contractor **shall** have a zero-tolerance policy for drug use that includes the use of marijuana even the individual has a medical prescription for it use. The contractor shall have policies and procedures for pre-employment drug screening and for random drug screening of its employees at four (4) facilities.
8. The Contractor **shall** comply with the Arkansas Board of Health Rules and Regulations pertaining to the Control of Communicable Diseases which requires that prior to employment and each year thereafter, each employee of the facility shall obtain a certificate of health or documented results of tuberculosis screening as outlined in the Arkansas Tuberculosis Control Manual.

## 7.2 STAFF/JUVENILE INTERACTION

- A. Contractor staff **shall** be trained in the program's philosophy and treatment approach, the behavior management system, self-harm/suicide prevention, effective communication/de-escalation, redirection, and problem-solving skills.
- B. The Contractor **shall** hire staff to serve as positive role models for youth.
- C. The Contractor **shall** ensure at each facility it operates the facility will develop and implement a system of positive behavior interventions and supports that provides a set of systemic and individualized strategies for achieving social and learning outcomes for youth while preventing problem behavior.
- D. The Contractor **shall** ensure each facility it operates develops and implements written policies, procedures, and actual practices to prohibit use of;
  1. sexually lewd or obscene language,
  2. body shaming comments;
  3. racial, ethnic, or gender slurs,
  4. bullying language, or actual physical bullying
  5. use of derogatory comments about a youth's family, or a youth's family racial or ethnicity, or cultural identity,
  6. any comments and other disrespectful behavior by youth and staff directed at another youth or staff
  7. Implementation includes enforcement of these policies by administrators up to and including termination or employees who are found to have used any type of slurs, name-calling, bullying language or other disrespectful behavior.

- E. The Contractor **shall** ensure each facility it operates staff demonstrate a consistent level of tolerance of normal adolescent behavior in their day-to-day interaction with youth.
- F. The Contractor ensures at each facility it operates, the facility's system of positive behavior interventions and supports **shall** be grounded in an incentive-based model that reflects the following principles:
1. The system will outline expectations clearly and using specific examples of positive and negative behavior.
  2. The system will reward youth and reinforces the application of skills and positive behavior with incentives that are meaningful enough to motivate youth. The system uses more incentives than consequences; it **shall** include a level system to reward consistent positive behavior with increased incentives and rewards.
  3. Staff responses to positive behavior will be immediate, fair, and proportionate to the behavior. Staff will provide regular positive comments to each youth every day to cultivate their sense of competence, usefulness and belonging, and to consistently model positive interactions and build relationships.
  4. Staff role will model appropriate skills, behaviors, and mentor and coach youth on demonstrating positive behaviors, focusing on building youth's sense of self-efficacy, self-concept, and self-esteem.
  5. Staff responses to negative behaviors will be individualized, immediate, fair, and proportionate to the behavior. Staff will use appropriate consequences only when necessary. Consequences related to negative behavior will bear a relationship to the type of negative behavior demonstrated by the youth. These may include restorative practices (e.g., apology letters, personal service, community service), opportunities to take responsibility (e.g., letter to family or Judge), opportunities for skill development (e.g., focused work on distorted thinking or impulse control) and structured consequences (e.g., restricted access to desirable activities or programs).
  6. Staff **shall** use therapeutic approaches to respond to negative behaviors, not confrontational or antagonistic approaches. Staff **must** respond to negative behavior with the goal of reducing anxiety and re-traumatization of youth.
  7. Staff **shall** work with youth who demonstrate negative behaviors to understand why the problem behavior is occurring and to identify alternatives to those behaviors. Staff **must** consider whether the youth have physical, developmental, or mental health disabilities, and/or limited English proficiency and whether the behavior may be a manifestation of any of these issues.
  8. The Contractor ensures at each facility it operates staff will implement positive behavior interventions and support throughout the entire facility, including in housing, recreation, education, and other programming. Points or status earned by youth for exemplifying positive behavior will follow the youth when he or she is transferred from one unit or classroom to another or from one facility to another if transferred.
  9. The Contractor ensures at each facility it operates the culture of the facility shall emphasize rewarding success in lieu of focusing on or punishing failure.
  10. Structured staff interaction with juveniles **shall** involve non-licensed staff meeting individually with juveniles to provide opportunities for discussion as well as support and guidance.
  11. Structured staff activity may also include group interactions, such as community or house meetings. Group meetings may involve issues that affect the day-to-day juvenile living environment.

### 7.3 SELECTION/BACKGROUND INVESTIGATIONS

- A. Prior to beginning any physical or verbal interaction with juveniles, Contractor **shall** have on file at each facility for all employees, consultants, subcontractor employees, and Contractor's volunteer workers with the following without limitation:
1. A background investigation that meets or exceeds the criminal background check requirements of Arkansas Code Annotated § 21-15-101 et seq and Attachment J. For individuals residing outside of Arkansas in the past five (5) years, the Contractor **must** run a state background check in each and all states of prior residence of prospective employee has resided within the past five (5) years.
  2. Copies of all current licenses and/or certifications required to perform essential job functions.
  3. Fingerprints submitted to ASP

The Contractor **shall** ensure

4. it does not hire or promote anyone who may have contact with youth, and does not enlist the services of any subcontractor who may have contact with youth who:
  - a. Has engaged in sexual abuse.
  - b. Has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; sexual abuse; child abuse; domestic violence; stalking; or elder abuse.
  - c. Has been civilly or administratively adjudicated to have engaged in the activity described above.
  - d. Has otherwise been convicted of any exclusionary offense under ACA 21-15-101, et seq
- B. All candidates for employment at the facility **shall** undergo comprehensive pre-employment screening, conducted by the Contractor, including, but not limited to:
  1. Perform a Central Registry check through the Arkansas Child and Adult Maltreatment Central Registry Check.
  2. Consistent with federal, state, and local law, the Contractor **shall** make their best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or sexual harassment or any resignation during a pending investigation of an allegation of sexual abuse or sexual harassment. (Additional detail on PREA compliance at 28 CFR § 115.317(f)-(h).)
  3. A physical examination with documentation provided for file.
  4. A drug screening with passing documentation provided for file.
  5. A tuberculosis screening as outlined in the Arkansas Tuberculosis Control Manual. Certificate of documented results **must** be provided for file.
- C. All such background screening results information, including the name of the prospective employee and his or her social security number, **must** be reported to DYS within five (5) working days of obtaining the information.
- D. Should a prospective employee be found to have been convicted of a crime listed in the cited act, that prospective employee **shall** be prohibited from providing services or being present at the facility.

#### 7.4 TRAINING

- A. The Contractor **shall** ensure all staff possess the information and skills necessary to carry out their specific job duties.
- B. The Contractor **shall** ensure their staff development includes formal classroom instruction, under the direction of a qualified subject matter expert instructor. Staff also **must** attend staff development meetings, or conferences that include a formal agenda and along with regularly scheduled in-service training. This section does not preclude the appropriate use of videotapes, films, and other audio/visual has an adjunct method as part any of staff development training.
- C. The contractor **shall** develop and implement written policies, procedures, and actual practices to ensure that all categories of personnel meet training requirements for all facilities.
  1. Training for direct care staff includes at least eighty (80) hours of training prior to assuming any job duties, an additional one hundred and twenty (120) forty (40) hours annually thereafter.
  2. Training for all other support staff not in a direct care position includes at least forty (40) hours of training prior to assuming any job duties and an additional forty (40) hours of training annually.
- D. The Contractor **shall** ensure all direct care staff, along with qualified medical professionals, and qualified mental health professionals receive training on policies and practices regarding:
  1. Staff code of conduct.
  2. Staff duty to report illegal and unethical behavior by any employee.
  3. Basic rights of incarcerated youth, including the legal rights of youth, role of the Arkansas Juvenile Ombudsman, grievance procedures, and the right to be free of retaliation from filing a grievance or making a complaint.
  4. Facility operations, security procedures, and safety procedures.
  5. Action required in emergencies, including referral and evacuation policies and procedures.
  6. Fire procedures, including the use of fire extinguishers.

7. Facility rules on contraband and prohibited items.
8. Appropriate search techniques, including cross-gender pat-down searches under exigent circumstances.
9. Effective incident report writing.
10. Confidentiality of records and limitations on disclosure of confidential information.

E. Positive behavior management, de-escalation techniques, and conflict management.

1. The facility's positive behavior management system.
2. The value of positive behavior interventions and supports grounded in an incentive-based model that emphasizes:
  - a. Setting clear and specific expectations for youth.
  - b. Role modeling and teaching youth appropriate skills and behaviors.
  - c. Rewarding and reinforcing application of these skills and behaviors.
  - d. Using more positive incentives than consequences.
  - e. Creating opportunities for success while building upon individual strengths and positive attributes; and
  - f. Using appropriate consequences only when necessary.

F. How to communicate effectively and professionally with all youth, including but not limited to youth with developmental disabilities; with mental health and behavioral disorders; with limited English proficiency; and with trauma-histories.

G. Access to mental health and crisis intervention services for youth.

H. De-escalation and non-physical intervention techniques as priorities over physical intervention, including verbal interventions and separation from the group to help the youth regain control without the use of isolation; improving interpersonal communication skills; and examples of evidence-based approaches that help staff to effectively work with youth.

I. Verbal De-escalation and physical intervention / restraint (Safe Crisis Management).

1. All of the Contractor's direct care staff, **shall** receive training on the DYS approved curriculum, Safe Crisis Management (SCM) regarding use of physical restraint and verbal de-escalation technique before working directly with youth.
2. Only a currently certified SCM Instructor **shall** provide the SCM initial new hire training and the annual refresher.
3. Staff **must** be able to fully participate in aspects of the training especially the physical skills training as part of employment.

**Note:** If a staff member cannot fully participate in the physical skills training part of the training, then he or she cannot work around any DYS youth or be admitted onto any DYS facility. Medical exclusions are not acceptable.
4. A copy of each staff's certification for each year he/she received training shall be maintained by the training coordinator and a copy shall be kept in the person's personnel file.
5. This training **shall** be delivered by a properly certified instructor and all instructors must maintain his/her trainer certification through annual recertification. Each facility shall provide DYS annual of all current certified instructor and which facility the instructor is assigned. A copy of the instructor's certification shall be maintained by the training coordinator and a copy shall kept in the person's personnel file.
6. Staff **must** pass any written exam and physical skill-based component as a condition of employment.
7. All direct care staff, supervisory staff, facility director and assistant facility director **shall** receive annual retraining and it **shall** be a condition of continued employment that staff **must** pass any written exam and skill-based component to remain employed each year.

J. All Contractor's direct care staff **shall** receive training on the use and duration of room confinement, the negative repercussions and ineffectiveness of long-term use of room confinement, and the rationale for successful alternatives to room confinement.



- K. All Contractor's direct care staff **shall** receive training on the appropriate use of physical force including the negative repercussions of its use and effective alternatives.
- L. All Contractor's direct care staff **shall** receive training on the appropriate use of mechanical restraints including the negative repercussions of their use and effective alternatives.
- M. All Contractor's direct care staff **shall** receive training response to and reporting of child abuse, neglect, and violations of staff responsibilities:
1. Signs and symptoms of child abuse and neglect.
  2. Handling disclosures of victimization in a sensitive manner and
  3. The right of youth and staff to be free from retaliation for reporting abuse, neglect, or violation of staff responsibilities.
- N. All Contractor's direct care staff **shall** receive training characteristics of youth:
1. Adolescent brain development. The training curriculum includes research findings that brain maturation continues through adolescence and into early adulthood; the areas of functioning that are affected (e.g., impulse control, judgment, and vulnerability to peer pressure); and strategies that can support staff in getting better results (e.g., youth are more likely to accept responsibility if they perceive the response as fair, establishing positive relationships with youth).
  2. Trauma and its impact on youth development and behavior including exposure to domestic or community violence, death, life-threatening accidents, parental incarceration, and youth incarceration. The training curriculum includes the physical, sexual, and emotional abuse histories of youth; how to recognize and respond to youth whose behavior is affected by post-traumatic stress; how youth with trauma histories may respond to confrontation and the use of restraint or isolation; and techniques to deal with the effects on staff of working with traumatized youth.
  3. Adverse childhood experiences (ACEs), including the impact of ACEs and how to recognize and respond to youth who have experienced ACEs.
  4. The facility's non-discrimination policy and working with youth in a respectful and non-discriminatory manner.
  5. Recognizing the signs and symptoms of developmental and/or physical disabilities and how to support and communicate effectively with youth with developmental and/or physical disabilities and delays. Training will include information about how these youth may experience negative adjustments to confinement facilities, difficulties learning rules and routines that result in more disciplinary responses, stigma and discrimination associated with disabilities, and increased vulnerability to suicide and victimization.
  6. Recognizing signs and symptoms of mental disorders and mental illness and how to support and communicate effectively with these youth. Training will include information about how youth with mental disorders may react to stimuli inside facilities, how to de-escalate youth with mental disorders, increased vulnerability to suicide and victimization, commonly used psychotropic medications and side effects, and the stigma and discrimination associated with mental illness.
  7. The facility's language access policies and plans, including how to access language assistance services for limited English proficient youth.
  8. Gender-specific needs of youth in custody, including special considerations for youth who have experienced trauma, pregnant girls, and gender responsive health protocols; including gender-responsive sexual health and sexual development, and how it affects behavior of youth in DYS facilities
  - 9.
- O. All the Contractor's support staff **must** receive training on policies and practices regarding:
1. Basic rights of incarcerated youth, including the legal rights of youth, grievance procedures and the right to be free of retaliation for making a complaint.
  2. Staff code of conduct.
  3. Specific responsibilities of assigned job duties.
  4. Staff duty to report illegal and unethical behavior by any employee.
  5. Sexual abuse and sexual harassment prevention, detection and response including:
    - a. The right of youth to be free from sexual misconduct and the facility's policy prohibiting sexual abuse and sexual harassment.
    - b. Dynamics of sexual abuse and sexual harassment in juvenile facilities, including common reactions of victims and how to detect and respond to signs of threatened and actual sexual abuse.
    - c. Responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures; and
    - d. How to comply with relevant mandatory reporting laws.
  6. Incident reporting.



7. Confidentiality of records and limitations on disclosure of confidential information.
8. Facility operations, security procedures, and safety procedures.
9. Action required in emergencies, including referral and evacuation policies and procedures.
10. Fire procedures, including the use of fire extinguishers.
11. Proper administration of CPR and first aid and appropriate use of automated external defibrillators (AEDs); and
12. Universal safety precautions and response to high-risk bodily fluid spills.

P. In addition to initial training, all the Contractor's staff **must** receive subsequent annual trainings regarding:

1. Training on the components of the facility's suicide prevention policy, warning signs and symptoms, behavioral and verbal cues indicating vulnerability to suicide, predisposing factors to suicide by youths, why youth correction facilities are conducive to suicidal behavior, high suicide risk periods, facility architectural features that present a suicide hazard, items of personal property and most appropriate intervening approaches, actions and responses, including the use of the rescue "cut down" tool.
2. Sexual abuse and sexual harassment prevention, detection and response including:
  - a. Right of youth to be free from sexual misconduct.
  - b. Dynamics of sexual abuse and sexual harassment in juvenile facilities, including common reactions of victims and how to detect and respond to signs of threatened and actual sexual abuse.
  - c. Responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures; and
  - d. How to comply with relevant mandatory reporting laws.
  - e. Facility operations, security procedures, and safety procedures.
  - f. Action required in emergencies, including referral and evacuation policies and procedures.
  - g. Fire procedures, including the use of fire extinguishers.
  - h. Proper administration of CPR and first aid and appropriate use of automated external defibrillators (AEDs).
  - i. Universal safety precautions and response to high-risk bodily fluid spills; and
  - j. Incident reporting

Q. The Contractor **shall** designate a training staff coordinator at each facility shall document, through employee hand-written signature, that each employee received the required trainings. The name of the training, date it was provided, who provided and how long the training lasted along with the handwritten signature of each participant shall be documented on a training sign in form. The designated training coordinator **shall** keep an official training file on each person working the facility and **shall** contain all documentation and certificates of completed training, inclusive of training materials used. Another copy **shall** be placed in the employee's personnel file.

R. Prior to having any contact with juveniles, Contractor **shall** verify that all job-related trainings and applicable certifications as listed below have been obtained by all direct care staff and are on file:

1. Basic first aid
2. CPR certification
3. Confidentiality/HIPAA requirements/FERPA
4. Security procedures (including the proper use of restraints)
5. Supervision of juveniles
6. Suicide intervention/prevention
7. Use of force (including proper documentation procedures)
8. Juvenile rules and regulations
9. Safety procedures
10. Key control
11. Interpersonal relations
12. Communication skills
13. Sexual abuse/assault
14. Code of ethics
15. Emergency procedures

S. Within sixty (60) calendar days of hire date, employees **shall** complete one-hundred twenty (120) hours of job-related training. Each subsequent year thereafter additional training requirements for all staff **must** consist of forty (40) hours of job-related training (computer-based and/or instructor-led) to include, but not be limited to, the following topics:

1. Overview of the Arkansas Juvenile Justice System and the role of DYS
2. Mission/Program philosophy/Program culture
3. Safety, security, supervision, and documentation including incident reporting
4. Emergency situations

5. Infection control/Blood borne pathogens
6. Communication skills
7. Sexual harassment/abuse/child abuse/PREA
8. PREA compliant human and gender diversity
9. Stages of an adolescent development and behavior
10. Adolescent behavior specific to the population served
11. Mental health and substance abuse services
12. Knowledge of trauma's impact on behavior
13. Behavior management and behavioral intervention techniques
14. Gang culture awareness

- T. Contractor staff **shall** complete all additional training necessary to ensure that all required licenses and certificates remain current and in good standing.
- U. Professional Development training **must** be completed by all special education and vocational teachers. DYS Education Staff will provide professional development.
- V. Contractor **shall** provide training to education staff annually on confidentiality of juvenile records and related information.
- W. DYS Education Staff will provide training on confidentiality, due process and other subjects as deemed necessary by DYS.
- X. Contractor **shall** provide training to direct care staff on the special needs population for whom they are charged with providing services.

## 7.5 STAFFING LEVELS

- A. Contractor **shall** maintain staffing levels in each facility for professional specialists to provide unimpeded services to assigned juvenile population as follows:
1. All Supervision Staff (daily direct care) 100%
  2. Professional Specialists (teachers/coaches, food service, etc.) 100%
  3. Support Staff (maintenance) 100%
  4. Administrative & Management Personnel (directors, supervisors) 100%
  5. Clerical/Support (administrative assistants) 100%
- B. The Contractor **shall** notify the DYS Deputy Director or designee within twenty-four (24) hours of a staff termination or resignation. The Contractor **shall** provide the Deputy Director of DYS or designee a coverage plan for critical positions such as Facility Director, Deputy Facility Director, Treatment Director, Health Service Authority, any educational positions to include special education, Shift Supervisor, any medical positions. A staffing plan **must** be provided at time of notification of a staff member's termination or resignation. When a direct care person resigns that shows how the Contractor will maintain the 1:8 and 1:12 ratios across all shifts. When an educational person resigns the Contractor **shall** submit a plan at time of notification of a staff member's termination or resignation on how educational services will be continued without interruption to the youths' educational programming to include special educational services and 504 and IEP plans. The Contractor **must** provide a staffing plan at time of notification of a medical staff member's termination or resignation on how sick call, medical and medication administration will continue to be provided to the youth.
- C. The Contractor **shall** immediately notify the Director of DYS if any of its employees is currently serving or ever become elected to any public office or appointed to a State Board or Commission.
- D. Contractor **shall** maintain a full staff by filling any vacancies within sixty (60) calendar days of the position becoming vacant.
- E. All vacancies **must** be documented and presented upon DYS request.

## 7.6 ESSENTIAL PERSONNEL

- A. Contractor **shall** designate essential personnel position classifications. Essential personnel are defined as an employee whose presence at the facility is both necessary to operate the facility twenty-four (24) hours a day, seven (7) days a week and to protect the health, safety, security, and welfare of the facility operation, juveniles, staff, and visitors.

- B. Contractor **shall** develop and administer a policy that specifies conditions of employment.
- C. Contractor **shall** have in place a policy which, at a minimum, sets forth the requirements that essential personnel **shall**:
1. Remain on duty at her / his assigned post / workstation until properly relieved by another staff member or by a supervisor
  2. Be available to work a regular schedule shift regardless of weather conditions or emergency situations that may exist in the community or in the facility
  3. Be subject to recall to the facility during times other than regularly scheduled shifts
  4. Be subject to modification or elimination of scheduled vacation time or recall from vacation.
- D. Contractor **shall** ensure persons interviewed for positions classified as essential sign an agreement that they understand and agree to these conditions of employment.
- E. Upon award and as modified thereafter, the Contractor **shall** submit electronically to designated DYS staff a job description detailing all job duties and roles associated with each essential position and/or service. The following positions and/or services **must** be considered as Essential Personnel and **must** be employed as role specific service providers at each facility and **must** be subject to DYS approval.
1. Facility Administrator (Director)
  2. Clinical Staff
  3. Case Managers
  4. Food Services Manager
  5. Education Coaches
  6. Special Education Teachers
  7. Education Coordinator
  8. Vocational Teacher
  9. GED teachers

#### 7.7 FACILITY ADMINISTRATOR

- A. The Facility Administrator **shall** become knowledgeable of DYS's activities and **shall** act as the primary liaison between Contractor and DYS.
- B. Facility Administrator **shall** have primary responsibility for directing Contractor's onsite operational activities and **shall** be vested with all necessary authority to fulfill that responsibility.
- C. Facility Administrator **shall** meet the following minimum qualifications:
1. Formal education equivalent of a bachelor's degree in sociology, psychology, social work, or a related field; plus
  2. Five (5) years of experience in social service setting working with at-risk youth, or juvenile justice, or mental health, or related field and at least three (3) years in a managerial or higher level of senior leadership experience.

#### 7.8 CLINICAL STAFF

- A. All clinical positions proposed by the Contractor **must** meet all education and licensure criteria specified in the Arkansas Medicaid Outpatient Behavioral Health Services Manual (See Attachment Q)
- B. Clinical staff **shall** meet the following minimum qualifications:
1. Licensed Clinicians: Master's in Counseling, Licensed Professional Counselor, social work, Licensed Master Work (LMSW), Licensed Clinical Social Worker (LCSW) or a Doctoral degree and current board certified to practice in Arkansas in clinical psychology, counseling, or social work.

#### 7.9 CASE MANAGER

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

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

#### 7.10 PERSONNEL EDUCATION

- A. The Contractor **shall** provide copies of personnel education licenses/certificates to the DYS Education Superintendent or designee ten (10) days prior to the beginning of each school year.

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

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

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

#### 7.12 SUBSTITUTE TEACHER REQUIREMENTS

- A. Substitute teacher(s) assigned to the same class for more than thirty (30) consecutive school days **shall** have a four-year (4yr) degree from an accredited college or university or be licensed to teach by the State of Arkansas.
- B. If a substitute teacher(s) is needed for more than thirty (30) consecutive school days in a class because of an undue hardship, the Contractor **shall** notify the DYS Director of Education within twenty-four (24) hours.
- C. Contractors **shall** provide a waiver application within twenty-four (24) hours to DYS for any substitute teacher(s) who has not yet met DYS criteria for teacher certification.

#### 7.13 VOLUNTEERS

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

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

#### 7.14 MEDICAL STAFF

- A. Contractor **shall** provide a staffing pattern which is adequate to perform services within the Arkansas State Board of Nursing and Department of Health regulations and licensing, and the American Correctional Association and Commission on Accreditation of Rehabilitation Facilities standards.
- B. Contractor **shall** provide the following staff and services:
  - 1. Licensed Practical Nurses (LPN) to provide the following services, without limitation:
    - a. Review past and current medications; and make appropriate entry into electronic medical record system
    - b. Assess symptoms of contagious diseases per developed protocol.
    - c. Obtain medical, behavioral health, dental history, and immunization history per the Arkansas Department of Health registry and update as needed; and
    - d. Distribute medications.
  - 2. An MD to act as designated health authority for all services provided and:
    - a. Provide a health appraisal, develop a plan for continuation/discontinuation of medication and
    - b. Prescribe medications as indicated and within scope of practice.
  - 3. An APRN/MD to provide the following services without limitation:
    - a. Refer for Developmental/Behavioral Pediatrician/Psychiatrist evaluation, as needed
    - b. Complete telemedicine encounters for sick calls, as needed
    - c. Train staff on medication distribution and proper use of developed protocols; and
    - d. Develop plan for referrals to specialty clinics (e.g., Infectious Disease, Cardiology, Obstetrics, b. etc.) as needed.
  - 4. Registered Nurse to serve as Nurse Coordinator for Health Care providing supervision of LPNs and inventory of on-site medications.
  - 5. Any additional staff required to provide the services specified in this contract upon approval from DYS.
- C. Medical staff **shall** receive training and education. For example, medical staff will be educated on trauma to assist with appropriate management of youth that have experienced traumatic events.

#### 7.15 REPORTING

- A. The Contractor **must** advise DYS of any internal tracking/trending reports created outside the scope of the required reports. These reports **must** be provided to DYS if requested.
- B. The Contractor **shall** submit the following reports to DYS in a format as specified or approved by DYS. Schedule of due dates will be provided to the Contractor at time of award.
  - 1. Annually, via electronic mail, a written summary that includes measurable results of the requirements specified in this solicitation to the DYS Quality Assurance Section.
  - 2. Monthly, via electronic mail, to the DYS Construction Manager and Quality Assurance Manager, "Facility's Physical Plant Report" no later than the fifteenth (15th) day of the month following the report month. The report **must** include, but is not limited to the following:
    - a. Details of any problems identified during the inspection of facilities.
    - b. Location (unit, building, etc.), responsible manager, degree of hazard (health or safety), and planned correction of the problem with timetable.
    - c. Any problem previously reported that is still pending correction.
    - d. Any unresolved findings or problems reported from previous reviews and/or inspections.
  - 3. Monthly, via electronic mail, to the DYS Director or designee, inspection of each living area no later than fifteen (15) days following the completion of the report month.

#### 7.16 FINANCIAL REPORTING

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

#### **7.17 AD-HOC REPORTING**

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

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

Contractor **shall** comply with all monitoring actions conducted by DHS, its designees, and entities entering to note compliance with State and federal law. DHS will provide the Contractor with a copy of all monitoring reports.

#### **7.19 EDUCATION REPORTING**

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

#### **7.20 TRANSITION AT END OF CONTRACT**

- A. In the event of a contract termination or failure to renew the existing contract, the Contractor **shall** cooperate in every possible way with a future provider and DYS to ensure there are not any interruptions or reduction in service and that the transition of DYS properties **must not** cause harm to the business of DYS beyond the necessary consequences of a change of contractors.
- B. At the expiration or termination of a resulting contract, the Contractor **shall** return the State-owned or leased assets, facilities, and grounds to DYS in the same or better condition as on the initial date of a resulting contract, normal and/or ordinary wear and tear or depreciation excluded. Final determination of the satisfaction of this requirement will lie with DYS.
- C. Ninety (90) days prior to the contract end date, the Contractor must submit to DHS a detailed plan for transitioning all contracted services to DHS for DHS review and approval, or to another Contractor selected by DHS to provide the contracted services. The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date. Should there be an unreasonable delay in the transfer of the facilities and/or the transfers of all DYS property to a future Contractor, as reasonably determined by DYS to have been due to the current Contractor not fully cooperating with or assisting DYS and/or the future Contractor in the transition process, DYS will have the right to withhold payment to the Contractor until the transfer of the facility to DYS and/or the future Contractor is complete and all DYS property is accounted for and is in working order, as determined by DYS.
- D. Damages caused at the facilities and to the assets owned by DYS that are identified and investigated by DYS staff to be the result of neglect by the Contractor's failure to perform contractual obligations will result in repair/replacement expense to the equivalent, as determined by DYS, to be borne by the Contractor. DYS will have the right to withhold payment to the Contractor until all damages are corrected.

## **SECTION 8 – SPECIALIZED MENTAL HEALTH**



**8.1** The specialized acute Mental Health Treatment Unit (MHTU) within the secure perimeter of the Alexander Juvenile Treatment Center. MHTU **shall** house adjudicated juveniles in DYS custody who have an acute and severe mental health disorder diagnosed on axis 1 and/or axis 2 of the DSM-5. Additionally, the juvenile should have a history of treatment non-compliance, medication non-compliance along with a history of aggressive acting out behavior toward other juveniles and staff. This unit **shall** serve as a crisis stabilization unit for these youth.

## **8.2 ADMISSION CRITERIA**

Youth **must** meet or exceed the following criteria to be admitted to the MHTU:

- A. Have an acute and severe mental health disorder diagnosed on axis 1 and/or axis 2 of the DSM-5
- B. Have had at least three (3) or more acts of physical aggression i.e., assault on staff, fighting where the youth was the documented primary aggressor, within the last sixty (60) days.
- C. Demonstrated non-compliance with working on individual treatment goals by refusing to attend or actively participate in his/her therapy sessions and refusing to participate in therapeutic groups over the last sixty (60) days.
- D. Have a demonstrated history of daily medication non-compliance over the last sixty (60)-days.
- E. Youth has not responded to other documented interventions such as a specialized behavior management plan to address the current behavioral issues.

## **8.3 REFERRAL PROCESS**

- A. The youth's therapist, or facility clinical director or assigned facility case manager, facility director or assistant facility director, or DYS assigned case coordinator, or DYS Behavior Health Manager, or DYS Assistant Deputy Director of Treatment can initiate a referral to a youth's placement in the Specialized Mental Health Treatment Unit (MHTU).
- B. The referral **shall** be sent to the DYS Deputy Assistant Director for Treatment or designee for review.
- C. The DYS Deputy Assistant Director for Treatment or designee will schedule a multidisciplinary treatment team meeting no later than three (3) business days after receiving the referral.
- D. The multidisciplinary team will review the referral and discuss the case.
- E. After review of the referral and discussion of the case by the multidisciplinary team admittance to the program **shall** be made by a consensus of the multidisciplinary team.

## **8.4 STAFFING**

- A. The staffing for this unit **shall** consist of no less than 1:4 direct care to youth staffing ratio, twenty-four (24) hours a day, seven (7) days a week.
- B. The direct care staff **shall not** be rotated on or off the unit as part of the facility's over-all staffing plan. They **shall** only be assigned to work on MHTU.
- C. The direct care staff **shall** receive specific training to improve their knowledge and skills around working with, and supervising, this specific group of youth. The training **shall** be no less than eight-hours, be an interactive training that covers adolescent development, childhood trauma, mental and substance use disorders, effective interventions, practical strategies for working with youth and their families, and self-care approaches to mitigate the harmful effects of secondary traumatic stress in staff.
- D. No less than two (2) licensed mental health professionals, either LCSW or LPC.
- E. The unit **shall** be supervised by a Licensed Clinical Social Worker-Board Approved Clinical Supervisor (LCSW-BACS).
- F. Arkansas license and board-certified psychiatrist or Psychiatric-Mental Health Nurse Practitioner (PMHNP) **shall** provide all psychotropic medication management of all youth prescribed psychotropic medication on a bi-weekly basis.

## **8.5 PROGRAMMING**

- A. The program **shall** consist of individual sessions as clinically indicated as evidenced by medical necessity. Which may indicate several times weekly and/or daily until no longer clinically indicated. With each youth assigned to the unit for a minimum of one (1) hour per session, along with daily group that **shall** be no less than one (1) hour a day focused on building skills to regulate his/her emotions.
- B. All juveniles assigned to the MHTU **shall** be allowed all the same educational opportunities in SECTION 5 – EDUCATION
- C. The milieu and treatment **shall** use Dialectical Behavior Therapy (DBT), a type of cognitive behavior therapy. It is designed for people who have difficulties controlling their emotions.
- D. There **shall** be weekly multidisciplinary staffing on all youth housed on the MHTU to discuss treatment progress and a determination if it is clinically appropriate for the youth to remain on the MHTU or transition of the unit to a general population dorm.

- E. Length of stay **shall** be determined by the multidisciplinary team and **shall** be no longer than is clinically necessary for a youth to show improvement in the areas requiring his admission to the MHTU, "progress not perfection".

## SECTION 9 – PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards the Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State may waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services or if it is in the best interest of the State to do so. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, Contractor **shall** follow the direction of the agency regarding the required compensation process.

## SECTION 10 – SELECTION

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

### 10.1 TECHNICAL PROPOSAL SCORE

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

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High

3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings in a consensus scoring meeting. At this consensus scoring meeting, each evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores recorded on the preliminary Individual Score Worksheet with the committee, the individual committee members will be given the opportunity to change their initial individual score, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal. For purposes of scoring, only the final scores of the evaluators reflected on the Consensus Score Sheet will be used. Each evaluator **shall** sign the Consensus Score Sheet affirming that the score noted is the score intended by the evaluator.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

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

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

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 GENERAL INFORMATION	45	10	70
E.2 FACILITY USAGE	10	5	35
E.3 SAFETY AND SECURITY	60	20	140
E.4 EDUCATION	35	15	105
E.5 THERAPY AND TREATMENT	40	20	140
E.6 STAFFING	20	10	70
E.7 IMPLEMENTATION	5	10	70
E.8 SPECIALIZED TREATMENT	10	10	70
<b>Total Technical Score</b>	<b>225</b>	<b>100%</b>	<b>700</b>

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

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

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

A = Actual Raw Points received for sub-section in evaluation

B = Maximum Raw Points possible for sub-section

C = Maximum Weighted Score possible for sub-section

D = Weighted Score received for sub-section

- E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Technical Proposals that do not receive a minimum weighted score/subtotal of 350 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

## 10.2 COST SCORE

When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest total daily bed rate as shown on the *Official Bid Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)

- The amount of cost points given to the remaining proposals will be allocated by using the following formula:

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

A = Lowest Total Cost

B = Second (third, fourth, etc.) Lowest Total Cost

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

## 10.3 GRAND TOTAL SCORE

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

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

## 10.4 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

## **SECTION 11 – GENERAL CONTRACTUAL REQUIREMENTS**

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

### 11.1 PAYMENT AND INVOICE PROVISIONS

- A. Forward invoices to:  
DHS – Office of Finance (Youth Services)  
700 Main Street  
P.O. Box 1437, Slot S-502  
Little Rock, AR 72203-1437
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.

- C. Contractor **shall** use the JJIS system to submit an invoice for services provided. All Contractor invoices **must** be based on the daily census count. Invoice should show a line item for each day of the month and an extended total showing that day's daily census multiplied by the bed rate.
- D. Contractor **shall** submit invoices on or before the tenth (10th) day of the month following the services included in the invoice.
- E. Bed Rate Compensation
1. Standard Bed Rate  
DYS will compensate for a minimum of one-hundred eighty-two (182) beds at the proposed daily standard bed rate. DHS will compensate the Contractor for additional filled beds above the minimum at the daily standard bed rate. Contractor **shall not** invoice for unfilled beds.
- Note: For purposes of this solicitation, a standard bed is considered those that are not included in the MHU. A "filled bed" is one that is counted in the daily census because a juvenile is physically present at the facility and occupying the bed.
2. Specialized Mental Health Unit  
DYS will compensate for a minimum of twelve (12) beds in the MHU at the daily specialty bed rate. DHS will compensate the Contractor for additional filled beds above the minimum at the daily specialty bed rate.
  3. An adjustment to the minimum payment will only occur if DHS decides to increase or decrease the number of facilities indicated above. At such time, the minimum payment for this contract will be assessed and re-negotiated.
- F. Emergency Medical Invoices
1. Offsite medical and emergent care may be eligible for reimbursement at the discretion of DHS.
  2. The Contractor **shall** obtain all supporting documentation for all off-site medical services rendered which **must** accompany respective invoices submitted for reimbursement.
  3. The Contractor **shall** submit the following to DHS Accounts Payable, via mail, on or before the tenth (10th) day of the month following the month in which emergency services were paid by the Contractor:
    - Health Insurance Claim Form
    - DHS Medical Reconciliation Form
    - Patient Discharge Documents that include at a minimum:
      - Patient name
      - Date of service
      - Facility/location where service was performed
      - Amount charged per CPT code and E/M code
      - Doctor's name and signature
      - Copies of Contractor's cleared check proving payment of the expense.
- G. Education Compensation  
Contractor **shall** receive quarterly payments based on the school calendar for education services, including Special Education to juveniles who have been placed at the facility in the DHS System of Education.
- H. Title 1 Invoices
1. Contractor **shall** receive payment for Title I, Part D associated expenditures as identified in Contractor's Title I plan as approved by the DHS Superintendent and the Arkansas Department of Education.
  2. The Contractor **shall** complete an ADE application along with a budget and submit to DHS Education Superintendent for approval.
  3. The Contractor **shall** cooperate and assist as required by DHS with completing the necessary Title 1, Part D documents for submittal to ADE.
  4. The application and budget **must** be approved by ADE prior to submitting an invoice.
  5. Any expenditure determined unallowable by ADE **must** be subject to recoupment by DHS.

6. If any expenditure is found to be unauthorized by ADE, DYS **shall** have the right to delay or reduce future payments until the amount is recouped
- I. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- J. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- K. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- L. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- M. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/vendor/index.html>.
- N. Any resulting contract and payments to the Contractor **shall** be subject to the provisions of DHS Policy 1088, DHS Participant Exclusion Rule.
- O. Contractor **shall** submit a written statement, to the DYS Chief of Finance, certifying in conjunction with their monthly billing by the tenth (10th) day of the following month that targeted program services have been provided in compliance with contractual obligations.

## 11.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.
- B. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- C. The State **shall not** continue a contract once any equipment has been repossessed.
- D. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. The State **shall not** enter a contract which grants to another party any remedies other than the following:
  1. The right to possession.
  2. The right to accrued payments.
  3. The right to expenses of de-installation.
  4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- G. The laws of the State of Arkansas shall govern this contract.
- H. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- I. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
  - i. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
  - ii. The contract has required the State to carry insurance for such risk.



**11.3 CONDITIONS OF CONTRACT**

- A. The Contractor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The Contractor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G. Do not complete and return any of the above-named attachments. They are for your information only.

**11.4 STATEMENT OF LIABILITY**

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

**11.5 RECORD RETENTION**

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

**11.6 PRICE ESCALATION**

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

- D. OP has the right to approve or deny the request.

#### 11.7 CONFIDENTIALITY

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

#### 11.8 CONTRACT INTERPRETATION

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

#### 11.9 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

#### 11.10 SEVERABILITY

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

## **SECTION 12 – STANDARD TERMS AND CONDITIONS**

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

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

- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished shall be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications shall authorize the Office of Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor must give written notice to the Office of Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** The Contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the Bid Solicitation, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder shall remain property of the State, shall be kept confidential, shall be used only as expressly authorized, and shall be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor shall properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The Contractor must agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation shall not be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State shall have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor shall state that all qualified applicants shall receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor shall include the provisions of above items (a) through (d) in every subcontract so that such provisions shall be binding upon such subcontractor or Contractor.
- 25. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the Proposal Signature Page for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have

accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.