

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

Pursuant to Ark. Code Ann. 19-11-267 et. seq., the selected contractor shall comply with performance-based standards. Following are the performance-based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor so as to establish standards that are reasonably achievable.
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria <sup>i</sup>	Acceptable Performance	Damages for Insufficient Performance <sup>ii</sup>
Note: Numbered and lettered sections and items referenced below correspond with the associated sections and items in the Scope of Work. Contractor shall comply with all program requirements as specified in the Scope of Work even if not specifically mentioned in the below Service Criteria.		
<p><b>2.5 SECTION 2 – SPECIFICATIONS</b></p> <p><b>JUVENILE PLACEMENT</b></p> <p>A. Contractor shall have on file, written authorization (RS-9) from DYS for each juvenile placed at the facility.</p> <p>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.</p> <p>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.</p> <p><b>2.7 COMPLIANCE</b></p> <p><b>B. AMERICAN CORRECTIONAL ASSOCIATION (ACA) PERFORMANCE-BASED STANDARDS FOR JUVENILE CORRECTIONAL FACILITIES AND COMMISSION ON ACCREDITATION OF REHABILITATION FACILITIES (CARF) STANDARDS FOR ACCREDITATION</b></p> <p>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 &amp; 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.</p> <p>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</p>	<p>Acceptable performance is defined as no less than seventy-five percent (75%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS/DYS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p> <p>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.</p>

<p>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.</p> <p><b>C. POLICY MANUAL</b></p> <p>3. The most current copy of the facility Policy &amp; 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.</p> <p>6. Contractor's Policy and Procedure Manual shall include the following:</p> <ul style="list-style-type: none"> <li>a) Control Center operations;</li> <li>b) Formal and Informal Count of Juveniles</li> <li>c) Control of contraband and unauthorized items;</li> <li>d) Emergency and safety procedures;</li> <li>e) Escapes, riots, hunger strikes, disturbances and taking of hostages;</li> <li>f) Flammable, toxic and caustic control;</li> <li>g) Key control;</li> <li>h) Perimeter control and surveillance;</li> <li>i) Permanent log maintenance;</li> <li>j) Physical plant inspections;</li> <li>k) Rounds and inspection;</li> <li>l) Security;</li> <li>m) Security equipment;</li> <li>n) Tool control;</li> <li>o) Use of physical interventions, room confinement, room isolation;</li> <li>p) Youth accountability; and</li> <li>q) Youth transport.</li> </ul>		
<p><b>SECTION 3 – FACILITY OPERATIONS AND MANAGEMENT</b></p> <p><b>3.3 OPERATIONS</b></p> <p>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.</p> <p>C. Contractor shall complete required all daily or, weekly, and/or monthly inspections, and cleaning along with daily,</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS/DYS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day</p>

<p>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.</p> <p>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.</p> <p>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.</p> <p><b>3.6 FOOD SERVICE</b></p> <p>A. Contractor shall procure food services at each facility using processes, procedures, and documentation set forth by the National School Lunch Program (NSLP) at <a href="https://www.fns.usda.gov/nslp">https://www.fns.usda.gov/nslp</a></p> <p>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.</p> <p>C. Contractor shall supply and maintain utensils and equipment sufficient to meet ADH guidelines and adequately serve all juveniles onsite.</p> <p>E. Contractor shall prepare a written monthly meal plan for all meals, including special diets, at least one (1) week prior to service.</p>		<p>period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination</p>
--	--	---

<p>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.</p> <p>G. Contractor shall ensure juveniles who have special dietary needs/restrictions receive meals that satisfy those dietary factors.</p> <p>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.</p> <p>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.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> <p><b>3.7 VEHICLES</b></p> <p>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.</p>		
---	--	--

<p>B. Each vehicle must be insured in accordance with Arkansas statutory limitations.</p> <p>D. Contractor shall provide all repair and maintenance for vehicles.</p> <p>E. Contractor shall ensure all drivers maintain a valid Arkansas Driver's License.</p> <p>F. Contractor shall maintain, on file, a copy of a current, valid Arkansas Driver's License for each driver.</p> <p>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:</p> <ol style="list-style-type: none"> <li>1. Drivers who have accumulated more than ten (10) points on their current Traffic Violation Report shall attend a defensive driving course.</li> <li>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.</li> </ol> <p><b>3.8. TRANSPORTATION</b></p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> <li>1. Name of each staff member on the transport,</li> <li>2. Date of the Transport,</li> <li>3. Reason and destination for the trip,</li> <li>4. Name of the juvenile(s) being transported,</li> <li>5. Beginning mileage,</li> <li>6. Ending mileage,</li> <li>7. Total mileage for the trip,</li> <li>8. Time left the facility,</li> <li>9. Time returned to the facility,</li> </ol>		
--	--	--

<p>10. Maintenance conducted on the vehicle, type of maintenance and date it occurred, and cost of the maintenance</p> <p>11. Gas, if needed, total gallons, and cost</p> <p>G. Contractor <b>shall</b> ensure the vehicle log is completed on every transport. Each vehicle log <b>shall</b> be kept on file in the control center at the facility the vehicle is assigned.</p> <p>H. The Contractor <b>shall</b> retrieve the vehicle log on the first day of the new month and replace with a new vehicle log.</p> <p>I. Contractor <b>shall</b> ensure a minimum of two (2) employees are present in every transport even if only one (1) juvenile is being transported.</p> <p><b>3.9 PEST CONTROL</b></p> <p>F. Contractor or subcontractor <b>shall</b> provide all materials, equipment, insecticides and other chemicals, personnel, and supervision needed to accurately and effectively provide pest control services.</p> <p>G. Contractor or subcontractor <b>shall</b> document pest control services and inspections quarterly and maintain the records file at each facility.</p> <p>H. Contractor <b>shall</b> ensure that pest control services are being performed and that any vermin and pest problems are controlled.</p> <p><b>3.10 STANDARD MAINTENANCE AND REPAIR</b></p> <p>B. Contractor <b>shall</b> 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 <b>must</b> include those performed by ADH.</p> <p>G. Contractor <b>shall</b> maintain the Sewer Treatment Facility located at the Mansfield Treatment Facility. Maintenance and operation <b>must</b> include, at minimum, the following:</p> <p>1. Chlorine Levels <b>must</b> be tested daily.</p>		
---	--	--

<p>2. Water samples <b>must</b> be sent to the Arkansas Health Department every month for bacteria testing.</p> <p>3. A major service <b>must</b> be performed every ten (10) years. The Sewer Treatment Facility was changed in 2016.</p> <p>4. Service <b>must</b> be performed by a sewer treatment licensed operator.</p>		
<p><b>SECTION 4 – SAFETY AND SECURITY REQUIREMENTS</b></p> <p><b>4.1 RIGHTS OF JUVENILES</b></p> <p>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:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>3. Be granted unimpeded access to counsel.</li> <li>4. Be granted access to courts when required;</li> <li>5. Have access to unimpeded healthcare;</li> <li>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 ;</li> <li>7. Have access to all programs and services available at the facility;</li> <li>8. Be free from physical, verbal, or sexual abuse and harassment by other youth, staff, volunteers and subcontractors;</li> <li>9. Be provided clean bedding this includes a clean mattress free of tear/rips, two flat</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS/DYS.</p>	<p>If contractor fails to furnish DYS with acceptable insurance certificates within a minimum of thirty (30) days prior to the beginning of performance under a resulting contract, DYS shall have the right to delay the commencement of performance hereunder or to acquire the insurance itself and charge contractor.</p> <p>DYS may withhold the payment equal to the amount of the daily cost of the insurance coverage for each day without coverage.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>



<p>sheets, and a blanket, daily hygiene products and restroom facilities, and safe storage space for personal property (unless such items present a risk);</p> <p>10. Be provided clean and weather appropriate clothing and shoes free of tears/rips;</p> <p>C. The Contractor shall not require youth to get a standardized hair cut 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;</p> <p>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):</p> <ol style="list-style-type: none"> <li>1. That all juveniles are given access to unimpeded general and specialized healthcare and mental/behavioral health care.</li> <li>2. The Contractor ensures 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</li> </ol>		
--	--	--

<p>shall be checked at least twice daily by the grievance officer.</p> <p>3. The Contractor must ensure that under no circumstances may 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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
--	--	--

<p>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.</p> <p>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.</p> <p>9. The Contractor shall ensure each facility it operates develops and implements written policies, procedures, and actual practices to prohibit use of;</p> <ul style="list-style-type: none"> <li>a. sexually lewd or obscene language,</li> <li>b. body shaming comments,</li> <li>c. racial, ethnic, or gender slurs,</li> </ul>		
---	--	--

<p>d. bullying language, or actual physical bullying</p> <p>e. use of derogatory comments about a youth's family, or a youth's family racial or ethnicity, or cultural identity,</p> <p>f. any comments and other disrespectful behavior by youth and staff directed at another youth or staff member.</p> <p>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.</p> <p>11. The Contractor shall develop and implement written policies, procedures, and practices to prohibit:</p> <p>a. The use of any kind of mechanical restraint device other than handcuffs while youth are in the facility.</p> <p>b. The use of any kind of restraint device other than handcuffs or belly belts/chains and leg shackles during transportation.</p> <p>c. Restraints that are solely intended to inflict pain.</p> <p>d. Restraints that obstruct a view of the youth's face.</p> <p>e. Use of chemical agents, including pepper spray, tear gas, and mace.</p> <p>f. Use of medical medication restraints.</p> <p>g. Use of pressure point control or pain compliance techniques at the facility.</p> <p>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</p>		
---	--	--

<p>head on youth. Staff could face possible criminal charges of battery.</p> <ul style="list-style-type: none"> <li>i. Use of four (4) or five (5)-point restraints, restraint beds, straightjackets, or restraint chairs</li> <li>j. Hogtying youth or placing youth in restraints in other uncomfortable positions.</li> <li>k. Restraining youth to fixed objects, including beds or walls.</li> <li>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.</li> <li>m. Using physical force or mechanical restraints for punishment, discipline, retaliation, or treatment.</li> <li>n. Use of belly belts/chains or leg shackles on pregnant girls.</li> <li>o. A list of these prohibitions shall be posted on all living units and throughout various locations in the facility.</li> <li>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.</li> <li>q. Staff shall not demonstrate restraint techniques on youth or teach restraint techniques to youth.</li> </ul> <p>4.2 SECURITY AND CONTROL</p> <ul style="list-style-type: none"> <li>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 is no damage or breach in these areas in order to prevent escape attempts from the facility.</li> <li>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.</li> <li>D. The Contractor's staffing plans shall include a replacement factor that accurately accounts for staff training,</li> </ul>		
---	--	--

<p>foreseeable vacancies, staff vacation, family, and medical leave, and other reoccurring absences.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
---	--	--

<p>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.</p> <p>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</p> <p>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.</p> <p>M. Contractor shall maintain facility security twenty-four (24) hours a day at all facilities.</p> <p>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.</p> <p>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> <p>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</p>		
--	--	--

<p>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.</p> <p>Q. Logs must be available for review upon demand to DYS.</p> <p>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.</p> <p><b>4.5 INCIDENT REPORTING</b></p> <p>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.</p> <p>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.</p> <p><b>4.6 ESCAPE / ABSENCE WITHOUT LEAVE</b></p> <p>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</p>		
--	--	--



<p>Director for Contracts and Quality Assurance or designee and forwarded to the Arkansas State Police.</p> <p>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.</p> <p>C. Adhere to the reporting requirements and time frames specified in DYS Policy and Procedures on AWOL Notification and Apprehension.</p> <p><b>4.7 BULLYING</b></p> <p>A. The Contractor shall be in full compliance with Arkansas Code Ann. § 6-18-514 (2012).</p> <p>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:</p> <ol style="list-style-type: none"> <li>1. sexually lewd or obscene language,</li> <li>2. body shaming comments;</li> <li>3. racial, ethnic, or gender slurs,</li> <li>4. bullying language, or actual physical bullying (acts that are meant to intimidate by threats of violence or actual physical acts of violence.)</li> <li>5. use of derogatory comments about a youth's family, or a youth's family racial or ethnicity, or cultural identity,</li> <li>6. any comments and other disrespectful behavior by youth and staff directed at another youth or staff member.</li> </ol> <p>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.</p> <p>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:</p>		
---	--	--

<p>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</p> <p>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:</p> <ol style="list-style-type: none"> <li>1. Taking protective action as top priority to completing an investigation.</li> <li>2. Taking reports from all witnesses.</li> </ol> <p>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.</p> <p><b>4.8 28 C.F.R. Part 115; 115.393 PRISON RAPE ELIMINATION ACT (PREA) JUVENILE STANDARDS</b></p> <p>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.</p> <p><b>4.9 SUICIDE PREVENTION</b></p> <p>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.</p>		
--	--	--

<p>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.</p> <p>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.</p> <p>E. Staff shall investigate all incidents of actual and attempted self-harm and institute remedial measures to prevent similar occurrences in the future.</p> <p>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.</p> <p>G. The facility develops and implements written policies, procedures, and actual practices to ensure that:</p> <ol style="list-style-type: none"> <li>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).</li> <li>2. The admissions screening addresses suicide risk through interview questions and observation.</li> <li>3. Qualified mental health professionals evaluate suicide risk.</li> <li>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.</li> </ol>		
--	--	--

<ol style="list-style-type: none"> <li>5. Staff document contemporaneously the monitoring of youth on suicide precautions in a suicide precaution log or some other centralized record.</li> <li>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.</li> <li>7. Mental health professionals provide clear, current information about the status of youth on suicide precautions to staff supervising youth.</li> <li>8. Staff do not substitute supervision aids, such as closed-circuit video monitoring or placement with roommates, for close or constant observation.</li> <li>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).</li> <li>10. Youth on suicide precautions shall not automatically be strip searched unless the youth is being changed into a safety smock.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>		
--	--	--

<p>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.</p> <p>15. Youth shall be permitted to shower and perform other daily hygiene tasks.</p> <p>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.</p> <p><b>4.10 EMERGENCY PREPAREDNESS</b></p> <p>All staff shall receive training on the emergency plans and any subsequent modifications prior to implementation.</p> <p>E. Contractor's emergency preparedness plan for each facility must include the following without limitation:</p> <ol style="list-style-type: none"> <li>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: <ol style="list-style-type: none"> <li>a. Continuity of Operations Plan</li> <li>b. Riot</li> <li>c. Active Shooter</li> <li>d. Significant long-term Power-outages</li> <li>e. Infectious Disease Outbreak.</li> <li>f. Any type of natural disaster that damages a significant portion of the facility infrastructure.</li> <li>g. Facility Evacuation Plan.</li> <li>h. Fire</li> <li>i. Tornado</li> </ol> </li> <li>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.</li> </ol> <p><b>4.11 SANITATION AND HYGIENE</b></p>		
--	--	--

<p>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.</p> <p>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.</p>		
<p><b>SECTION 5 – EDUCATION</b></p> <p><b>5.1 SCHOOL ADMINISTRATION</b></p> <p>E. Contractor shall not disrupt or diverge from any schedule established by the DYS Education Superintendent, without express approval by DYS Education Superintendent.</p> <p>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.</p> <p>I. Contractor shall provide English Language Learner (ELL) Services as required by ADE and federal laws.</p> <p>J. Contractor shall provide Dyslexia Services with fidelity as required by ADE.</p> <p>K. The Contractor shall offer an on-going consistently operational GED program for eligible juveniles according to State and federal guidelines.</p> <p>L. The Contractor shall offer an on-going in-depth program for students who have graduated including improving skill development in reading and math.</p> <p>M. The contractor shall provide remediation services for all youth in reading and math on a weekly basis.</p> <p><b>5.2 GENERAL EDUCATION</b></p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS/DYS.</p>	<p>If contractor fails to furnish DYS with acceptable insurance certificates within a minimum of thirty (30) days prior to the beginning of performance under a resulting contract, DYS shall have the right to delay the commencement of performance hereunder or to acquire the insurance itself and charge contractor.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

<p>D. Education coach and any additional direct care staff shall be provided at coach/student ratio of 1:10.</p> <p>E. The Contractor shall submit student classroom attendance for each period utilizing the eSchool system.</p> <p><b>5.4 CONFIDENTIALITY OF INFORMATION</b></p> <p>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.</p> <p><b>5.5 GENERAL EDUCATION – STUDENT SUCCESS PLANNING</b></p> <p>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.</p> <p><b>5.6 SECONDARY AND CONTINUING EDUCATION</b></p> <p>B. 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.</p> <p>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.</p> <p>D. Contractor shall administer an aptitude and needs screening of each juvenile based on the vocational programs DYS has authorized for service.</p> <p>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.</p> <p>F. Contractor shall implement a vocational education program applicable to population and size of facility, which will</p>		
--	--	--

<p>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.</p> <p><b>5.7 PRE AND POST TESTING</b></p> <p>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</p> <p>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.</p> <p><b>5.8 JUVENILE USE OF TECHNOLOGY MEDIA</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>5.9 GRADING: SPECIAL AND VOCATIONAL EDUCATION</b></p> <p>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.</p> <p>D. Grades must accurately reflect the student's mastery of the material and grades assigned to students must reflect educational objectives only.</p>		
---	--	--



<p>F. There must not be fewer than six (6) test/major project grades per semester in each subject area, including a required semester exam.</p> <p>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).</p> <p>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.</p> <p>K. All teachers shall keep an up-to-date record of student grades utilizing electronic system.</p> <p>M. The Contractor shall demonstrate that the student and parent/guardian are made aware of the student's progress via progress reports.</p> <p>O. Teachers shall maintain four (4) or more representative work samples in the file for completed terms on each student.</p> <p><b>5.10 CLASSROOM BEHAVIORAL DISRUPTIONS</b></p> <p>A. 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.</p> <p><b>5.11 SPECIAL EDUCATION – GENERAL</b></p> <p>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.</p>		
---	--	--

<p>C. Juveniles shall be identified as needing Special Education and related services by the following means:</p> <ol style="list-style-type: none"> <li>1. Upon entering a facility, the juvenile will self-report if they have received Special Education in the past.</li> <li>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.</li> </ol> <p>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).</p> <p>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.</p> <p><b>5.13 SPECIAL EDUCATION – TRANSFER POLICY</b></p> <p>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.</p> <ol style="list-style-type: none"> <li>1. Individuals with Disabilities Education Act (IDEA) requires an assessment to determine if the behavior is a result of the juvenile's disability.</li> <li>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.</li> </ol> <p><b>5.14 SPECIAL EDUCATION – LEAST RESTRICTIVE ENVIRONMENT (LRE)</b></p> <p>A. Juveniles with disabilities shall be educated with their non-disabled peers to the maximum extent appropriate.</p> <p>B. The Contractor may remove juveniles with disabilities from regular classroom education settings, upon notification to the</p>		
--	--	--

<p>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.</p> <p>C. The Contractor shall explain non-inclusionary practices with supporting documentation at the juvenile's IEP conference.</p> <p>D. The practices must be documented in the student's Special Education due process folder.</p> <p>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.</p> <p>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.</p> <p>G. Continuum of placement options for LRE shall include:</p> <ol style="list-style-type: none"> <li>1. Regular education class/Indirect Service (RG)</li> <li>2. Regular class/some direct instruction (more than eighty percent [80%] in general education) (RG)</li> <li>3. Regular class forty percent to seventy-nine percent (40%-79%) in general education (RR)</li> <li>4. Some/no instruction in regular class (less than forty percent [40%] in general education) (SC).</li> </ol> <p><b>5.15 SPECIAL EDUCATION – DUE PROCESS</b></p> <p>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.</p> <p>C. The Contractor shall enter Special Education due process information into</p>		
---	--	--

<p>the JJIS with a notification to the DYS Special Education Supervisor within five (5) business days.</p> <p>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.</p> <p><b>5.17 CHILD FIND</b>  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.</p> <p><b>5.18 DEGREE OPTIONS, IEP Sections C 1 – 5, D, E, and G</b>  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.</p> <p>C. The Contractor shall complete the following prior to placing a juvenile in the GED program:</p> <ol style="list-style-type: none"> <li>1. Contractor shall assist the juvenile in completing a formal application to the school for a waiver to enroll in an adult education program.</li> <li>2. Prior to any further action, the juvenile shall be administered a Test for Adult Basic Education (TABE) or an official GED practice test.</li> <li>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.</li> </ol>		
--	--	--

<p>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.</p> <p>5. If the participants do not agree, the juvenile or parent/guardian may file an appeal within thirty (30) days with the DYS Superintendent.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>9. Juveniles seventeen (17) or younger shall not be considered for GED programming unless all the following prerequisites have been met:</p> <ul style="list-style-type: none"> <li>a. The juvenile is at least sixteen (16) years of age</li> <li>b. Permission is granted by the DYS Superintendent or designee</li> <li>c. One or more of the following circumstances exists: <ul style="list-style-type: none"> <li>i Juvenile has less than twelve (12) credit hours</li> <li>lii Requested by parents/guardians</li> </ul> </li> </ul>		
--	--	--

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.

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.

<p>B. The Contractor's Facility Director (or designee for Educational Services) shall:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>3. Ensure that juveniles have unrestricted access to educational materials.</li> <li>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.</li> <li>5. Inventory the materials maintained in each unit on at least a quarterly basis.</li> <li>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.</li> </ol>		
<p><b>SECTION 6 – ASSESSMENT, TREATMENT, AND CASE MANAGEMENT</b></p> <p>B. During the initial screening and assessment, the Contractor, and staff:</p> <ol style="list-style-type: none"> <li>1. Shall perform face-to-face initial screenings and assessments using reliable and validated appropriate screening and assessment instruments</li> <li>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.</li> <li>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</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS/DYS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above</p>

<p>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.</p> <p>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.</p> <p>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.</p> <p>6. Shall ensure each facility it operates provides ongoing mental health services in accordance with the juvenile's individualized treatment plan.</p> <p>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.</p> <p>8. Shall participate in the initial DYS multidisciplinary treatment team staffing at the end of the intake assessment period.</p> <p>C. Contractor shall conduct intake examination, screenings and assessments as listed in the solicitation.</p> <p><b>6.3 INDIVIDUALIZED TREATMENT PLAN</b></p> <p>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.</p> <p>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</p>		<p>penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
---	--	--



<p>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,</p> <p>C. Contractor shall ensure that the licensed therapist and the juvenile's assigned facility case manager participate in the scheduled treatment team review meetings.</p> <p>D. Contractor-coordinated treatment program must include the following components without limitation:</p> <ol style="list-style-type: none"> <li>1. Behavioral Health, Mental Health,</li> <li>2. Life and Work Skills,</li> <li>3. Cognitive Behavioral Therapy focused on criminal thinking and behavior</li> <li>4. A Facility-Wide Treatment Environment</li> </ol> <p>E. Contractor shall also provide as clinically indicated:</p> <ol style="list-style-type: none"> <li>1. Substance Abuse Treatment, either residential or clinic based</li> <li>2. Sex Offender Treatment either residential or clinic based</li> </ol> <p><b>6.4 CLINICAL STAFF REQUIREMENTS</b></p> <p>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.</p> <p>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.</p> <p>C. Therapist to youth ratio shall be no more than one (1) therapist for twelve (12) youth per facility, 1:12.</p> <p>D. Therapist shall participate in multi-disciplinary staff meetings bi-weekly regarding his or her assigned juveniles, at a minimum.</p> <p>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</p>		
--	--	--

<p>session, name of juvenile and name of the therapist.</p> <p>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.</p> <p>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.</p> <p>H. Contractor shall provide family sessions as prescribed in the juvenile's individualize treatment plan or as clinically indicated by the therapist.</p> <p>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.</p> <p>J. Discharge summaries must be completed and loaded into the JJIS at least forty-five (45) days prior to the projected discharge date.</p> <p>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 10th of the following month.</p> <p><b>6.5 CASE MANAGEMENT REQUIREMENTS</b></p> <p>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.</p> <p>B. Case managers shall participate in scheduled DYS Treatment Team meetings regarding their assigned juveniles.</p> <p>C. Case managers shall ensure that all juveniles receive a copy of treatment plans and progress reports.</p>		
---	--	--

<p>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.</p> <p>E, Case managers and /or therapist shall attend all scheduled and unscheduled court hearings regarding their assigned youth with or without being subpoenaed.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
---	--	--

<p>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> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>6.6 COMMUNITY-BASED PROVIDERS INFORMATION SHARING</b></p> <p>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.</p> <p>B. The Contractor shall maintain documentation of visits by the designated community-based provider in the juvenile's individual case file.</p> <p>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.</p> <p>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.</p> <p><b>6.7 REENTRY</b></p>		
--	--	--

<p>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.</p> <p>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.</p> <p><b>6.8 GENDER SPECIFIC POPULATION PROGRAMMING</b></p> <p>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.</p> <p>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.</p> <p><b>6.9 RECREATIONAL ACTIVITIES</b></p> <p>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.</p> <p>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.</p> <p>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</p>		
--	--	--

<p>proficiency (LEP) shall have the opportunity to equally participate in recreational activities.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>6.10 RELIGIOUS ACTIVITIES</b></p> <p>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.</p> <p>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.</p> <p>C. All religious activities shall not take place on a living unit where juveniles are housed. Juveniles not choosing to participate in a</p>		
--	--	--

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.

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. 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.

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.

<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>O. The Contractor shall ensure at each facility it operates entrances, visitation areas,</p>		
--	--	--



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.

**6.14 FAMILY ENGAGEMENT**

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**

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:

- 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.

<p>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.</p> <p>5. The Contractor shall ensure each facility it operates has private areas for medical examinations.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>6.16 MEDICAL PROVISION AND ASSESSMENT</b></p> <p>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.</p> <p>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-</p>		
--	--	--

<p>signature as required by law. A female must be present during a physical examination of a girl.</p> <p>C. The full health assessment includes:</p> <ol style="list-style-type: none"> <li>1. Review of screening results and collection of additional data to complete medical, dental, and mental health histories.</li> <li>2. Review with the parent or guardian (by phone or in person) the health and mental health needs of the youth.</li> <li>3. Recording of height, weight (and body mass index), pulse, blood pressure, temperature, and results of other tests and examinations.</li> <li>4. Full medical examination, including vision and hearing exams and observations of any signs of physical abuse or injury.</li> <li>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).</li> <li>6. Review of immunization history and scheduling or provision of needed updates in accordance with the Advisory Committee on Immunization Practices (ACIP) guidelines.</li> <li>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.</li> <li>8. Testing for sexually transmitted infections (STIs), subject to the limitations on gynecological examinations outlined above.</li> <li>9. History of potentially preventable risks to life and health including smoking, illegal use of drugs and alcohol, and unsafe sex practices.</li> <li>10. History of services for intellectual, developmental, or learning disabilities.</li> <li>11. History of accommodations for disabilities</li> <li>12. History of psychiatric hospitalization and outpatient treatment (including all past mental health diagnoses).</li> <li>13. History of current and previous use of psychotropic medications.</li> <li>14. History of traumatic brain injury or seizures.</li> <li>15. Inquiry about symptoms of post-traumatic stress.</li> </ol>		
---	--	--

<p>16. Inquiry about recent injuries or exposure to physical trauma.</p> <p>17. Inquiry into current self-harming behavior and suicidal ideation.</p> <p>18. Identification of medical needs related to a youth's identification as transgender or intersex.</p> <p>19. Review of the results of medical examinations and tests by a qualified medical professional, and initiation of treatment as indicated.</p> <p>20. Contact with the youth's qualified medical professional(s) in the community as needed to ensure continuity of medical treatment.</p> <p>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.</p> <p><b>6.17 PRIMARY MEDICAL CARE</b></p> <p>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.</p> <p>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.</p> <p>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 &amp; LPN) seven (7) days a week.</p>		
---	--	--

<p>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.</p> <p>E. Contractor shall provide a sick call protocol within thirty (30) days of contract start date.</p> <p><b>6.18 MEDICATION PROVISION AND MANAGEMENT</b></p> <p>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.</p> <p>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.</p> <p>C. Contractor shall provide and distribute over-the-counter medications to youth as needed or prescribed by a doctor's verbal or written order.</p> <p>D. Contractor shall maintain an inventory and daily count of medications on-site as well as current, accurate records for distribution.</p> <p>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.</p> <p>F. Contractor shall facilitate the provision of a sixty (60) day supply of discharge medications as needed.</p> <p>G. Contractor shall maintain adequate medical supplies to perform daily services and emergency needs.</p> <p>H. Contractor shall provide all records for inspection by DYS-contracted Pharmacy Consultant and adhere to Pharmacy Consultant's recommendations.</p> <p>I. Psychiatric medication changes shall be through a consultation with the prescribing Psychiatrist.</p> <p><b>6.22 DISCHARGE AND COORDINATION OF CARE</b></p> <p>Contractor shall provide a detailed medical discharge summary to ensure continuity of</p>		
---	--	--

<p>care and communicate coordination of medical care needs with community providers in a timely manner (thirty (30) days prior to discharge).</p> <p><b>6.23 MEDICAL RECORDS MAINTENANCE</b></p> <p>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.</p> <p>B. Contractor shall provide DHS/DYS immediate, on-site record access and any requested records within twenty-four (24) hours.</p> <p>C. Contractor's client records shall include, without limitation, the following:</p> <ol style="list-style-type: none"> <li>1. Identifying information (i.e., name, number, birth date, sex);</li> <li>2. A master problem list containing medical and behavioral health diagnoses and treatments as well as known allergies;</li> <li>3. Intake screening and health assessment forms;</li> <li>4. Progress notes of all significant findings, diagnoses, treatments, and dispositions;</li> <li>5. Clinician orders for prescribed medication and medication administration records;</li> <li>6. Individualized Patient Care Plans;</li> <li>7. Reports of laboratory, X-ray, and diagnostic studies;</li> <li>8. Flow sheets;</li> <li>9. Consent and refusal forms;</li> <li>10. Release of information forms;</li> <li>11. Results of specialty consultations and off-site referrals;</li> <li>12. Discharge summaries of hospitalizations and other inpatient stays;</li> <li>13. Special needs treatment plans, if applicable;</li> <li>14. Immunization records, if applicable;</li> <li>15. Outside medical records, if applicable;</li> <li>16. Place, date, and time of each clinical encounter; and</li> <li>17. Signature and title of each documenter.</li> </ol> <p>D. All records shall be maintained in compliance with all Health Insurance Portability and Accountability Act (HIPAA) rules and regulations.</p> <p>E. Contractor shall upload individual records into the DYS Juvenile Justice Information System (JJIS).</p> <p><b>6.25 REPORTING</b></p> <p>A. The contractor shall provide reports to DYS on a quarterly basis or more often if requested.</p>		
--	--	--

<p>B. Reports shall include the following information for the preceding quarter without limitation:</p> <ol style="list-style-type: none"> <li>1. Results of all initial intake assessments;</li> <li>2. All medical services encounters;</li> <li>3. All pharmacy services provided;</li> <li>4. All referrals for off-site services</li> <li>5. All vision care provided;</li> <li>6. All dental care provided;</li> <li>7. Summaries of all discharges, including coordination of care communications with community providers; and</li> <li>8. Copies of current licensure for all clinical staff providing services specified under this contract.</li> </ol>		
<p><b>SECTION 7 – STAFFING</b>  <b>7.1 STAFFING REQUIREMENTS</b></p> <p>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 as well as any other positions Contractor wishes to propose in order to execute all activities.</p> <p>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.</p> <p>3. The Contractor shall ensure that any licensed professional whether employee or subcontractor shall only provide services for the juveniles within their respective licensure.</p> <p>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.</p> <p>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.)</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS/DYS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>

<p>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.</p> <p>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.</p> <p>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.</p> <p><b>7.2 STAFF/JUVENILE INTERACTION</b></p> <p>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.</p> <p>B. The Contractor shall hire staff to serve as positive role models for youth.</p> <p>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.</p> <p>D. The Contractor shall ensure each facility it operates develops and implements written</p>		
--	--	--



<p>policies and procedures, along with actual practices to prohibit use of;</p> <ol style="list-style-type: none"> <li>1. sexually lewd or obscene language,</li> <li>2. body shaming comments;</li> <li>3. racial, ethnic, or gender slurs,</li> <li>4. bullying language, or actual physical bullying</li> <li>5. use of derogatory comments about a youth's family, or a youth's family racial or ethnicity, or cultural identity,</li> <li>6. any comments and other disrespectful behavior by youth and staff directed at another youth or staff</li> <li>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.</li> </ol> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> <li>1. The system will outline expectations clearly and using specific examples of positive and negative behavior.</li> <li>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.</li> <li>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.</li> <li>4. Staff role will model appropriate skills, behaviors, and mentor and coach youth on demonstrating positive behaviors, focusing</li> </ol>		
--	--	--

<p>on building youth's sense of self-efficacy, self-concept, and self-esteem.</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
---	--	--

<p>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.</p> <p>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.</p> <p><b>7.3 SELECTION/BACKGROUND INVESTIGATIONS</b></p> <p>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 the following without limitation:</p> <p>1. A background investigation that meets or exceeds the criminal background check requirements of Arkansas Code Annotated § 21-15-101 et seq and the corresponding contract attachment (Solicitation 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.</p> <p>2. Copies of all current licenses and/or certifications required to perform essential job functions.</p> <p>3. Fingerprints submitted to ASP</p> <p>4. The Contractor shall ensure 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:</p> <ul style="list-style-type: none"> <li>a) Has engaged in sexual abuse.</li> <li>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.</li> <li>c) Has been civilly or administratively adjudicated to have engaged in the activity described above.</li> </ul>		
--	--	--

<p>d) Has otherwise been convicted of any exclusionary offense under ACA 21-15-101, et seq</p> <p>B. All candidates for employment at the facility shall undergo comprehensive pre-employment screening, conducted by the Contractor, including, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Perform a Central Registry check through the Arkansas Child and Adult Maltreatment Central Registry Check.</li> <li>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).)</li> <li>3. A physical examination with documentation provided for file.</li> <li>4. A drug screening with passing documentation provided for file.</li> <li>5. A tuberculosis screening as outlined in the Arkansas Tuberculosis Control Manual. Certificate of documented results must be provided for file.</li> </ol> <p>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.</p> <p>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.</p> <p><b>7.4 TRAINING</b></p> <p>A. The Contractor shall ensure all staff possess the information and skills necessary to carry out their specific job duties.</p> <p>B. The Contractor shall ensure their staff development includes formal classroom instruction, under the direction of a qualified subject matter expert instructor. Staff also</p>		
---	--	--

<p>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.</p> <p>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.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> <p>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:</p> <ol style="list-style-type: none"> <li>1. Staff code of conduct.</li> <li>2. Staff duty to report illegal and unethical behavior by any employee.</li> <li>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.</li> <li>4. Facility operations, security procedures, and safety procedures.</li> <li>5. Action required in emergencies, including referral and evacuation policies and procedures.</li> <li>6. Fire procedures, including the use of fire extinguishers.</li> <li>7. Facility rules on contraband and prohibited items.</li> <li>8. Appropriate search techniques including cross-gender pat-down searches under exigent circumstances.</li> <li>9. Effective incident report writing.</li> <li>10. Confidentiality of records and limitations on disclosure of confidential information.</li> </ol>		
--	--	--

<p>E. Positive behavior management, de-escalation techniques, and conflict management.</p> <ol style="list-style-type: none"> <li>1. The facility's positive behavior management system.</li> <li>2. The value of positive behavior interventions and supports grounded in an incentive-based model that emphasizes: <ol style="list-style-type: none"> <li>a. Setting clear and specific expectations for youth.</li> <li>b. Role modeling and teaching youth appropriate skills and behaviors.</li> <li>c. Rewarding and reinforcing application of these skills and behaviors.</li> <li>d. Using more positive incentives than consequences.</li> <li>e. Creating opportunities for success while building upon individual strengths and positive attributes; and</li> <li>f. Using appropriate consequences only when necessary.</li> </ol> </li> </ol> <p>F. How to communicate effectively and professionally with all youth, with developmental disabilities; with mental health and behavioral disorders; with limited English proficiency; and with trauma-histories.</p> <p>G. Access to mental health and crisis intervention services for youth.</p> <p>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.</p> <p>I. Verbal De-escalation and physical intervention / restraint (Safe Crisis Management).</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Only a currently certified SCM Instructor shall provide the SCM initial new hire training and the annual refresher.</li> </ol>		
---	--	--

<p>3. Staff must be able to fully participate in aspects of the training especially the physical skills training as part of employment.  <b>Note:</b> 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.</p> <p>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.</p> <p>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.</p> <p>6. Staff must pass any written exam and physical skill-based component as a condition of employment.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>L. All Contractor's direct care staff shall receive training on the appropriate use of mechanical restraints including the negative</p>		
--	--	--

<p>repercussions of their use and effective alternatives.</p> <p>M. All Contractor's direct care staff shall receive training response to and reporting of child abuse, neglect, and violations of staff responsibilities:</p> <ol style="list-style-type: none"> <li>1. Signs and symptoms of child abuse and neglect.</li> <li>2. Handling disclosures of victimization in a sensitive manner and</li> <li>3. The right of youth and staff to be free from retaliation for reporting abuse, neglect, or violation of staff responsibilities.</li> </ol> <p>N. All Contractor's direct care staff shall receive training characteristics of youth:</p> <ol style="list-style-type: none"> <li>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).</li> <li>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.</li> <li>3. Adverse childhood experiences (ACEs), including the impact of ACEs and how to recognize and respond to youth who have experienced ACEs.</li> <li>4. The facility's non-discrimination policy and working with youth in a respectful and non-discriminatory manner.</li> <li>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.</li> </ol> <p>Training will include information about how</p>		
--	--	--



<p>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.</p> <p>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.</p> <p>7. The facility's language access policies and plans, including how to access language assistance services for limited English proficient youth.</p> <p>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</p> <p>O. All the Contractor's support staff must receive training on policies and practices regarding:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Staff code of conduct.</li> <li>3. Specific responsibilities of assigned job duties.</li> <li>4. Staff duty to report illegal and unethical behavior by any employee.</li> <li>5. Sexual abuse and sexual harassment prevention, detection and response including: <ol style="list-style-type: none"> <li>a. The right of youth to be free from sexual misconduct and the facility's policy prohibiting sexual abuse and sexual harassment.</li> <li>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.</li> </ol> </li> </ol>		
--	--	--

<p>c. Responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures; and</p> <p>d. How to comply with relevant mandatory reporting laws.</p> <p>6. Incident reporting.</p> <p>7. Confidentiality of records and limitations on disclosure of confidential information.</p> <p>8. Facility operations, security procedures, and safety procedures.</p> <p>9. Action required in emergencies, including referral and evacuation policies and procedures.</p> <p>10. Fire procedures, including the use of fire extinguishers.</p> <p>11. Proper administration of CPR and first aid and appropriate use of automated external defibrillators (AEDs); and</p> <p>12. Universal safety precautions and response to high-risk bodily fluid spills.</p> <p>P. In addition to initial training, all the Contractor's staff must receive subsequent annual trainings regarding:</p> <p>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.</p> <p>2. Sexual abuse and sexual harassment prevention, detection and response including:</p> <ul style="list-style-type: none"> <li>a) . Right of youth to be free from sexual misconduct.</li> <li>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.</li> <li>c) . Responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures; and</li> <li>d) . How to comply with relevant mandatory reporting laws.</li> <li>e) . Facility operations, security procedures, and safety procedures.</li> </ul>		
---	--	--

<p>f) . Action required in emergencies, including referral and evacuation policies and procedures.</p> <p>g) . Fire procedures, including the use of fire extinguishers.</p> <p>h) . Proper administration of CPR and first aid and appropriate use of automated external defibrillators (AEDs).</p> <p>i) . Universal safety precautions and response to high-risk bodily fluid spills.</p> <p>j) . Incident reporting</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> <li>1. Basic first aid</li> <li>2. CPR certification</li> <li>3. Confidentiality/HIPAA requirements/FERPA</li> <li>4. Security procedures (including the proper use of restraints)</li> <li>5. Supervision of juveniles</li> <li>6. Suicide intervention/prevention</li> <li>7. Use of force (including proper documentation procedures)</li> <li>8. Juvenile rules and regulations</li> <li>9. Safety procedures</li> <li>10. Key control</li> <li>11. Interpersonal relations</li> <li>12. Communication skills</li> <li>13. Sexual abuse/assault</li> <li>14. Code of ethics</li> <li>15. Emergency procedures</li> </ol>		
--	--	--

<p>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:</p> <ol style="list-style-type: none"> <li>1. Overview of the Arkansas Juvenile Justice System and the role of DYS</li> <li>2. Mission/Program philosophy/Program culture</li> <li>3. Safety, security, supervision, and documentation including incident reporting</li> <li>4. Emergency situations</li> <li>5. Infection control/Blood borne pathogens</li> <li>6. Communication skills</li> <li>7. Sexual harassment/abuse/child abuse/PREA</li> <li>8. PREA compliant human and gender diversity</li> <li>9. Stages of an adolescent development and behavior</li> <li>10. Adolescent behavior specific to the population served</li> <li>11. Mental health and substance abuse services</li> <li>12. Knowledge of trauma's impact on behavior</li> <li>13. Behavior management and behavioral intervention techniques</li> <li>14. Gang culture awareness</li> </ol> <p>T. Contractor staff shall complete all additional training necessary to ensure that all required licenses and certificates remain current and in good standing.</p> <p>U. Professional Development training must be completed by all special education and vocational teachers. DYS Education Staff will provide professional development.</p> <p>V. Contractor shall provide training to education staff annually on confidentiality of juvenile records and related information.</p> <p>W. DYS Education Staff will provide training on confidentiality, due process and other subjects as deemed necessary by DYS.</p> <p>X. Contractor shall provide training to direct care staff on the special needs population for whom they are charged with providing services.</p>		
---	--	--

## **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 members 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)

<p>calendar days of the position becoming vacant.</p> <p>E. All vacancies must be documented and presented upon DYS request.</p> <p><b>7.6 ESSENTIAL PERSONNEL</b></p> <p>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.</p> <p>E. 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.</p> <ol style="list-style-type: none"> <li>1. Facility Administrator (Director)</li> <li>2. Clinical Staff</li> <li>3. Case Managers</li> <li>4. Food Services Manager</li> <li>5. Education Coaches</li> <li>6. Special Education Teachers</li> <li>7. Education Coordinator</li> <li>8. Vocational Teacher</li> <li>9. GED teachers</li> </ol> <p><b>7.7 FACILITY ADMINISTRATOR</b></p> <p>C. Facility Administrator shall meet the following minimum qualifications:</p> <ol style="list-style-type: none"> <li>1. Formal education equivalent of a bachelor's degree in sociology, psychology, social work, or a related field; plus</li> <li>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.</li> </ol> <p><b>7.8 CLINICAL STAFF</b></p> <p>B. Clinical staff shall meet the following minimum qualifications:</p> <ol style="list-style-type: none"> <li>1. Licensed Clinicians: Master's in Counseling, Licensed Professional Counselor, social work, Licensed Master Work (LMSW), Licensed Clinical Social</li> </ol>		
---	--	--

<p>Worker (LCSW) or a Doctoral degree and current board certified to practice in Arkansas in clinical psychology, counseling, or social work.</p> <p><b>7.9 CASE MANAGER</b>  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:</p> <ol style="list-style-type: none"> <li>1. Bachelor's degree in psychology, sociology, social work, or a related field.</li> <li>2. Two (2) or more years working in direct client contact in the juvenile justice, mental health, or related field.</li> <li>3. Pass all background checks and drug screens, including random drug screens.</li> </ol> <p><b>710 PERSONNEL EDUCATION</b>  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.</p> <p>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.</p> <p>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.</p> <p>D. The Contractor shall ensure that only licensed teachers shall provide instruction for courses rendering credit toward graduation.</p> <p><b>7.11 VOCATIONAL, SPECIAL EDUCATION, AND GED TEACHERS, EDUCATION COACHES</b>  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:</p> <ol style="list-style-type: none"> <li>1. Objectives</li> <li>2. Frameworks addressed</li> </ol>		
---	--	--

<p>3. Guided instruction</p> <p>4. Independent practice</p> <p>5. Assessment or homework</p> <p>6. Create a classroom environment that is conducive to active and interactive learning, appropriate to the maturity and abilities of the students.</p> <p>7. Encourage students to set and maintain standards of classroom behavior.</p> <p>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.</p> <p>9. Maintain a file of all graded work on each student for the current term.</p> <p>10. Obtain the required number of professional development hours per year as mandated by DYS and ADE.</p> <p>B. The duties of an Educational Coach (Certified Teacher or Paraprofessional) must include the following without limitation:</p> <ol style="list-style-type: none"> <li>1. Actively support co-teaching process by assisting with planning, coordination, direction, and participation in education through employing a variety of instructional strategies.</li> <li>2. Obtain professional development as required by DYS.</li> <li>3. Create and maintain a classroom environment conducive to active and interactive learning, appropriate to the maturity and abilities of students.</li> <li>4. Set and maintain standards of classroom behavior.</li> <li>5. Interactively engage and ensure academic progress of students.</li> </ol> <p>C. Education Coaches shall meet the following minimum qualifications without limitation:</p> <ol style="list-style-type: none"> <li>1. Education equivalent to a high school diploma, plus</li> <li>2. Three (3) years of experience in childcare, educational assistance, or a related field.</li> </ol> <p><b>7.12 SUBSTITUTE TEACHER REQUIREMENTS</b></p> <p>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.</p>		
---	--	--



<p>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.</p> <p>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.</p> <p><b>7.13 VOLUNTEERS</b></p> <p>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.</p> <p>B. Requests for outreach interaction must be made by the Contractor to DYS prior to any interaction with the juveniles.</p> <p>C. All members of the outreach organization that will have contact with the juveniles shall meet the same security checks as a perspective employee.</p> <p><b>7.14 MEDICAL STAFF</b></p> <p>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.</p> <p>B. Contractor shall provide the following staff and services:</p> <ol style="list-style-type: none"> <li>1. Licensed Practical Nurses (LPN) to provide the following services, without limitation: <ol style="list-style-type: none"> <li>a. Review past and current medications; and make appropriate entry into electronic medical record system</li> <li>b. Assess symptoms of contagious diseases per developed protocol.</li> <li>c. Obtain medical, behavioral health, dental history, and immunization history per the Arkansas Department of Health registry and update as needed; and</li> <li>d. Distribute medications.</li> </ol> </li> </ol>		
---	--	--

<p>2. An MD to act as designated health authority for all services provided and:</p> <ol style="list-style-type: none"> <li>Provide a health appraisal, develop a plan for continuation/discontinuation of medication and</li> <li>Prescribe medications as indicated and within scope of practice.</li> </ol> <p>3. An APRN/MD to provide the following services without limitation:</p> <ol style="list-style-type: none"> <li>Refer for Developmental/Behavioral Pediatrician/Psychiatrist evaluation, as needed</li> <li>Complete telemedicine encounters for sick calls, as needed</li> <li>Train staff on medication distribution and proper use of developed protocols; and</li> <li>Develop plan for referrals to specialty clinics (e.g., Infectious Disease, Cardiology, Obstetrics, etc.) as needed.</li> </ol> <p>4. Registered Nurse to serve as Nurse Coordinator for Health Care providing supervision of LPNs and inventory of on-site medications.</p> <p><b>7.15 REPORTING</b></p> <p>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.</p> <ol style="list-style-type: none"> <li>Annually, via electronic mail, a written summary that includes measurable results of the requirements specified in this solicitation to the DYS Quality Assurance Section.</li> <li>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: <ol style="list-style-type: none"> <li>Details of any problems identified during the inspection of facilities.</li> <li>Location (unit, building, etc.), responsible manager, degree of hazard (health or safety), and planned correction of the problem with timetable.</li> <li>Any problem previously reported that is still pending correction.</li> </ol> </li> </ol>		
---	--	--

<p>d. Any unresolved findings or problems reported from previous reviews and/or inspections.</p> <p>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.</p> <p><b>7.16 FINANCIAL REPORTING</b></p> <p>B. Facility Annual Budget / Projected Revenue / Projected Expenditures. Submitted within ninety (90) calendar days prior to beginning of the next contract year.</p> <p>C. Record of income and expenses (quarterly) Submitted via electronic mail within thirty (30) days following the end of each quarter.</p> <p>D. Annual independent financial report. Annual report must be:</p> <ol style="list-style-type: none"> <li>1. Certified by a Certified Public Accountant (CPA)</li> <li>2. Submitted within one hundred twenty (120) calendar days following the end of the year.</li> </ol> <p><b>7.18 DYS QUALITY ASSURANCE, COMPLIANCE MONITORING, CORRECTIVE ACTION PLANS</b></p> <p>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.</p> <p><b>7.19 EDUCATION REPORTING</b></p> <p>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.</p> <p>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.</p> <p>C. Contractor shall adhere to any additional reporting requirements determined by ADE.</p>		
---	--	--

<p><b>SECTION 8 – SPECIALIZED MENTAL HEALTH</b></p> <p><b>8.2 ADMISSION CRITERIA</b></p> <p>Youth must meet or exceed the following criteria to be admitted to the MHTU:</p> <ul style="list-style-type: none"> <li>A. . Have an acute and severe mental health disorder diagnosed on axis 1 and/or axis 2 of the DSM-5</li> <li>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.</li> <li>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.</li> <li>D. . Have a demonstrated history of daily medication non-compliance over the last sixty (60)-days.</li> <li>E. . Youth has not responded to other documented interventions such as a specialized behavior management plan to address the current behavioral issues.</li> </ul> <p><b>8.4 STAFFING</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>D. No less than two (2) licensed mental health professionals, either LCSW or LPC.</li> <li>E. The unit shall be supervised by a Licensed Clinical Social Worker-Board Approved Clinical Supervisor (LCSW-BACS).</li> </ul>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS/DYS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
---	---	---

<p>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.</p> <p><b>8.5 PROGRAMMING</b></p> <p>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 hour a day focused on building skills to regulate his/her emotions.</p> <p>B. All juveniles assigned to the MHTU shall be allowed all the same educational opportunities in SECTION 5 – EDUCATION</p> <p>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.</p> <p>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.</p> <p>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”.</p>		
<p><b>Mandated Reporting</b></p> <p>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:</p> <ol style="list-style-type: none"> <li>A child has been subjected to child maltreatment;</li> </ol>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>For each failure to report, DHS may impose:</p> <ol style="list-style-type: none"> <li>1. A ten percent (10%) penalty, assessed in the following months’ payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or</li> <li>2. A one percent (1%)</li> </ol>

<p>b. A child died as a result of child maltreatment;</p> <p>c. A child died suddenly and unexpectedly; or</p> <p>d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. or</p> <p>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.</p> <p>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.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>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.</p> <p>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.</p>		<p>penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
<p><b>Conflict of Interest Mitigation</b></p> <p>During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>The Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent</p>

mitigation plan must be approved in advance by DHS.		violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.
<p><b>Transition Planning</b></p> <p>Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>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.</p> <p>Contractor must also comply with all requirements contained within Scope of Work Section 7.20 Transition at End of Contract.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>Final payment may be withheld from the vendor until all elements of the transition are satisfied as determined by DHS.</p>
<p><b>Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</b></p> <ol style="list-style-type: none"> <li>1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request.</li> <li>2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</li> <li>3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A).</li> </ol> <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements.</p>	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<ol style="list-style-type: none"> <li>1. For each failure to meet performance standard, DHS may impose: <ol style="list-style-type: none"> <li>a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or</li> <li>b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS.</li> </ol> </li> </ol>

		<p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above, Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and accurately provide the requested information and documents.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
--	--	---

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services of it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

---

<sup>i</sup> Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

<sup>ii</sup> The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.