Open-Ended RFQ Contact Information Sheet

- *This document has been provided for informational purposes only.*
- *The OSP Contact Information provided below is specific to the referenced RFQ and is subject to change.*

RFQ Number: SP-15-0007

Description: Transitional Housing Services

OSP Buyer: Judy Shirley, CPPB
501-324-9314
Judy.shirley@dfa.arkansas.gov

OSP Main Phone: 501-324-9316
OSP Website: http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx

Note: This solicitation is an open-ended RFQ. Vendors may submit a Response to this solicitation at any time while the *Solicitation* is open. This *Solicitation* will remain open for submission of responses for a period of up to seven (7) years from the issuance date of September 9, 2014 The State **shall** have the right to close/end this *Bid Solicitation* for submission at any time prior to the completion of the seven (7) year period, if it is in the best interest of the State to do so.

STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

ADDENDUM 1

Addendum Issued: February 17, 2016

RFQ Number: SP-15-0007

Description: Transitional Housing Services

All changes shown below by virtue of this Addendum are a permanent revision to the referenced RFQ

- **Delete the *Office of State Procurement Contact Information* section on page one (1) of the RFQ and replace with the following.**

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION

OSP Buyer: Contact information for the OSP Buyer is provided on the *Open-Ended RFQ Contact Information Sheet* posted along with this RFQ

OSP Main Number: 501-324-9316
OSP Website: http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx

- **Delete 1.2 Issuing Office and replace with the following:**

1.2 Issuing Office

OSP, as the issuing office, is the sole point of contact throughout the life of this solicitation. Contact information for the OSP Buyer is provided on the *Open-Ended RFQ Contact Information Sheet* posted along with this RFQ. Buyer contact information is subject to change and **shall** be updated by OSP on as needed basis; an addendum **shall not** be required to revise this information.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this *Addendum*. Failure to return this signed addendum may result in rejection of your response.

Company: _____

Authorized Signature: _____ **Title:** _____
Use Ink Only.

Printed/Typed Name: _____ **Date:** _____

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

REQUEST FOR QUALIFICATIONS

RFQ Number: **SP-15-0007**	Buyer: **Jaime Motley**
Commodity: **Transitional Housing Services** Agency: **Arkansas Community Corrections**	Initial Bid Opening Date: **09/09/14** This solicitation is open-ended. RFQs may be submitted at any time during the year or during any authorized renewal period.
Date Issued: **08/20/14**	Bid Opening Time: **1:00 PM Central Time**

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

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

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222

Company Name: _____

Name (type or print): _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation (check one):

Individual [ ] Sole Proprietorship [ ] Public Service Corp [ ]

Partnership [ ] Corporation [ ] Government/ Nonprofit [ ]

TYPE OF CONTRACT:	**TERM**
AGENCY P.R. NUMBER	**1000684086**

1. MINORITY BUSINESS POLICY

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

Check minority type:

_____ African American _____ Hispanic American _____ American Indian
_____ Asian American _____ Pacific Islander American _____ Service Disabled Veteran

Arkansas Minority Certification Number_____

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: https://www.ark.org/dfa/immigrant/index.php/user/login

4. ALTERATION OF ORIGINAL RFQ DOCUMENTS

The original written or electronic language of the RFQ documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.

5. REQUIREMENT OF AMENDMENT

THIS RFQ MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, http://www.arkansas.gov/dfa/procurement/bids/index.php for any and all addendums up to that time.

6. DELIVERY OF RESPONSE DOCUMENTS

In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

7. ADDITIONAL TERMS AND CONDITIONS

The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

8. ANTICIPATION TO AWARD

After complete evaluation of the bid, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_intent.php). The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: http://www.arkansas.gov/dfa/procurement/pro_intent.php .

9. PAST PERFORMANCE

In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

10. VISA ACCEPTANCE

Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER

Bidders should complete the Disclosure Forms issued with this bid.

12. CURRENCY

All bid pricing must be United States dollars and cents.

13. LANGUAGE

Bids will only be accepted in the English language.

SECTION 1 – GENERAL INFORMATION

1.1 INTRODUCTION

The Office of State Procurement (OSP) is issuing a Request for Qualifications (RFQ) for Arkansas Community Correction (ACC). This document sets forth requirements for a pre-qualified list of vendors who are capable and willing to provide transitional housing and services for Arkansas Community Correction. OSP will verify that bids meet minimum mandatory requirements. ACC will review the submission based on the criteria outlined in this document. A List of Qualified Service Providers will be established.

1.2 ISSUING OFFICE

The issuing office is the sole point of contact in the State for the selection process. The Office of State Procurement issues this Request for Qualifications (RFQ) for the Arkansas Department of Community Correction. Questions regarding RFQ related matters should be addressed to the buyer, Jaime Motley at Jaime.Motley@dfa.arkansas.gov or 501-371-6065

1.3 CAUTION TO BIDDERS

A. **During the time between the bid opening and contract award, any contact concerning this RFQ should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person(s) named herein will initiate all contact.
B. For a RFQ to be considered, an official authorized to bind the vendor must sign the original proposal that is submitted.
C. The State Procurement Official reserves the right to reject a RFQ, if it is in the best interest of the State. Submissions will be rejected for one or more reasons not limited to the following:
   - Failure to provide licensure for services being bid upon.

1.4 BID FORMAT

Any statement in this document that contains the word **"will", "must"** or **"shall"** means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.5 TYPE OF CONTRACT

The original list and any resulting contract will be a one (1) year term contract from the date of award, Upon mutual agreement by the contractor, OSP, and the agency, the contract may be renewed on a year-to-year basis, for up to six (6) additional one (1) year terms.

1.6 PAYMENT AND INVOICE PROVISIONS

All invoices must be electronically submitted to the office of the coordinator no later than five (5) calendar days after the end of the month services were provided:

Coordinator:
Richard Guy at Richard.Guy@arkansas.gov

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any (equipment, service or commodity) Payment will be made only after the contractor has successfully satisfied Arkansas Community Correction as to the goods and/or services purchased. Vendors should invoice Arkansas Community Correction by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor(s) of any resulting contract must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at https://www.ark.org/vendor/index.html

1.7 RECORD RETENTION

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

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

1.8 PROPRIETARY INFORMATION

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

1.9 RESERVATION

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

1.10 CONTRACT INFORMATION

A. The State of Arkansas may not contract with another party:
   1. Upon default, to pay all sums to become due under a contract.
   2. To pay damages, legal expenses or other costs and expenses of any party.
   3. To conduct litigation in a place other than Pulaski County, Arkansas
   4. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
B. A party wishing to contract with the State of Arkansas should:
   1. Remove any language from its contract which grants to it any remedies other than:
      - The right to possession.
      - The right to accrued payments.
   2. Include in its contract that the laws of the State of Arkansas govern the contract.
   3. Acknowledge that contracts become effective when awarded by the State Procurement Official.

1.11 CONDITIONS OF CONTRACT

The successful bidder(s) of any resulting contracts shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) of any resulting contracts shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.12 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor(s) is required to retain total liability until the deliverables have been accepted by the “authorized agency official.” At no time will the State be responsible for or accept liability for any vendor-owned items.

1.13 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for maintaining a qualified vendors list for the services outlined within this document.

Arkansas Community Correction will be responsible for maintaining the resulting contracts with the service providers on the qualified vendors list. ACC will fill Transitional Housing beds based on the current needs of the agency. There is no quantity guarantee for any contract awarded as a result of this document.

The Institutional Release Officer (IRO) will coordinate activities between the transitional housing provider, Arkansas Parole Board (APB), and the correctional staff. The IRO will work with eligible clients to determine the transitional housing facility for the parole plan.

1.14 PUBLICITY

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

1.15 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign any resulting contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.16 CANCELLATION

In the event the State no longer needs the service or commodity specified in any resulting contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

SECTION 2 – SPECIFIC REQUIREMENTS

2.1 PURPOSE

The purpose of this document is to create a list of qualified vendors capable of providing Arkansas Based Transitional Housing Facility Services. The facility or facilities provided may be new, renovated, or existing structure(s). ACC currently contracts with multiple providers for the provisions of various Transitional Housing Facilities. Housing facilities provide room and board, counseling, and treatment, educational and recreational services on a cost per day per offender basis.

2.2 TRANSITIONAL HOUSING DESCRIPTION

Transitional Housing is a program that provides housing by a licensed facility for one or more offenders who have either been transferred or paroled from the ADC or ACC by the Arkansas Parole Board. The Transitional Housing Program is open to any community-based facility located in the State of Arkansas, provided they meet ACC Arkansas Transitional Housing Facility licensure requirements. Information for the Arkansas Transitional Housing facility licensure process is located on the ACC public website at www.dcc.arkansas.gov/programsServices. An offender's home or the residence of an offender's family member shall not be considered a Transitional Housing Facility.

ACC is the authority for licensing Transitional Housing Facilities. Facilities are licensed for one (1) year with provisions for renewal as specified in the ACC Transitional Housing Facility policy.

2.3 TARGET POLPULATION

Male and Female offenders confined or incarcerated in Arkansas Department of Correction and ACC facilities or under their supervision; and:

A. Who are past their Transfer Eligibility (TE) date, due to a lack of housing
B. or who is within one year of their TE dates, and meets other legal requirements; and
C. Who are moderate to high risk for recidivism and/or are level 3 or 4 on the SOSRA sex offender rating. (http://adc.arkansas.gov/Documents/SexOffendersGuidelines2014.pdf)

2.4 LICENSURE

All facilities and any other facility operating under the service provider's name must be licensed by ACC as a Transitional Housing Facility. Temporary License will not be accepted to become or remain a qualified vendor.

Services and Programs provided to offenders must be evidence-based practices (EBP).

It shall be the service provider's responsibility to keep a current copy of all licensure on file with the Office of State Procurement.

2.5 VENDOR REQUIREMENTS

A. Service providers of any resulting contracts must provide evidence-based programs or services directed at addressing the criminal risk factors and/or stabilizing needs of the offender, which, if left unaddressed, could lead to community supervision violations and/or criminal reoffending.
B. Service providers of any resulting contracts must comply with all applicable federal, state, and local land use, building, and zoning codes, Corrections policies and procedures, as set forth by Arkansas Community Correction.
C. Transitional Housing Facilities must meet or exceed the minimum standards and requirements established in the ACC Transitional Housing Facility policy. This policy is to ensure a structured, positive, and safe environment for remanded offenders, to reduce recidivism, to encourage employment and treatment, to provide public safety, and to maintain the principles of Evidence Based Practices.
D. Service Provider's staff of any resulting contracts shall refrain from the following actions:
    1. exchanging personal gifts or favors with offenders, their family, or their friends
    2. accept any form of bribe or unlawful inducement
    3. discriminate against any offender on the basis of race, religion, creed, gender, national origin, disability, charge/offence, or other individual characteristics
    4. employ corporal punishment or unnecessary physical force
    5. subject offenders to any form or unwarranted physical or mental abuse

6. intentionally demean or humiliate offender
7. withhold information which, in so doing, threatens the security of the facility, its staff, visitors, or community
8. engage in any form of business or profitable enterprise with offenders
9. Inquire about, disclose, or discuss details of an offender's crime other than as may be absolutely necessary in performing official duties.

E. Arkansas Community Correction shall, at all reasonable times, have the right to enter the facility's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

F. The service provider of any resulting contracts must notify the Coordinator and the supervision officer on the same day that employment begins for the offender.

G. Service provider's staff of any resulting contracts shall communicate to ACC any offender's positive drug/alcohol test results as soon as possible.

H. Service Provider's staff of any resulting contracts shall respond to and notify the supervision officer of an offender's requests such as subpoenas, court orders, search and/or arrest warrants.

I. Service Provider's staff of any resulting contracts shall honor ACC travel passes and immediately report violations of travel restrictions to the supervision officer. Service Provider staff may not grant an out of county pass without the permission of the supervision officer or the parole/probation office.

J. Service Provider's staff of any resulting contracts shall not, except in the case of emergency or threat of injury or death, dismiss an offender from the facility until they notify the supervision officer or the parole/probation office. The facility should only dismiss an offender for substantial and documented reasons. Dismissal actions are appropriate for such infractions as Prison Rape Elimination Act (PREA) violations, violence, life threatening actions, property destruction, substantial verbal abuse or violation of the facilities fundamental statutes (alcohol, drugs, etc.)

K. Service Provider's staff of any resulting contracts shall not inform an offender housed in the Early Release Program (Act 479) of their pending dismissal from the facility before notifying the supervision officer or the parole/probation office. The offender under Act 479 will be arrested pending Parole Board action.

L. Service Provider's staff of any resulting contracts shall notify the supervision officer or their office immediately of any offenders violent of threatening behavior, endangerment of others, and awareness of an offender's abscond or escape from the facility.

M. Service Provider's staff of any resulting contracts shall comply with ACC requests for non-treatment, non-medical information concerning offenders at their facility.

2.6 SAFETY AND EMERGENCY PROCEDURES

A. For any resulting contracts, service providers must have a written policy and procedure which specifies fire prevention, regulations and practices to ensure the safety of offenders, visitor, and staff for each location including but not be limited to:
   1. provision of fire emergency planning sessions for staff and offenders at least quarterly
   2. written documentation of fire planning sessions
   3. smoking restrictions and regulations
   4. written evacuation plan coordinated with local fire officials
   5. smoke detectors in each room which houses an offender

B. For any resulting contracts, service providers must have a written policy and procedures for emergency situations for each location including but not limited to
   1. Escapes
   2. Taking of hostages
   3. Riots
   4. Food poisoning
   5. Civil disturbances in the community
   6. Natural disasters
   7. Suicides
   8. Other deaths and disorder

C. For any resulting contracts, all facilities must comply with local state fire regulations and applicable planning and zoning ordinances.

2.7 ACC OBLIGATIONS

A. The Institutional Parole Officer (IPO) will coordinate activities between the service provider of any resulting contract, the Arkansas Parole Board, and the correctional staff.
B. ACC Parole/Probation Area Managers or their designee(s) will assign and maintain assignment of a supervision officer to manage cases and coordinate with staff at Service Provider's Facilities as necessary.
C. The supervision officer will investigate and report findings of any complaints, observed or suspected and non-compliance with rules, policies, laws and regulations to the Area Manager for possible referral or action.
D. Area Managers will report any serious violations of policy, procedure, or practice to the Coordinator. The Coordinator will work with the Area Manager towards a resolution of the violation. Area Managers will forward any written complaint by an offender, staff member, or member of the public concerning a facility to the Coordinator to become part of the facility's file.
E. ACC staff will communicate to facilities an offender's positive drug/alcohol test results as soon as possible.
F. The Coordinator will arrange onsite visits and inspections (initial and periodic, announced and unannounced), review reports of critical incidents involving or concerning offenders, and make objective recommendations.

2.8 PAYMENT & INVOICING

In any resulting contract ACC will reimburse the provider for offender housing at the pre-approved reimbursement rates for up to 60 days of being released from an ADC or ACC facility and assigned to a housing facility. Reimbursement will cease 14 days after the offender has begun employment. During a period of license suspension payment may be withheld or reduced pending satisfactory implementation of an approved corrective action plan.

Invoices from the facility must be on the ACC provided Transitional Housing invoice form. ACC will not be responsible for manipulating the vendor's invoice to match the provided invoice. Any invoice not submitted in the appropriate format WILL be rejected.

60 days is the maximum number of days ACC will reimburse for transitional housing for both ADC and ACC Parole/Probation offenders.

Invoices must be electronically sent to the office of the Coordinator no later than five (5) calendar days after the end of the month services were provided. Invoices arriving past the fifth (5th) day of the month will be available for reimbursement in the following month's processing.

Invoices received by the coordinator on or before the fifth (5th) of the month will be reviewed and sent to ACC purchasing for processing no later than the tenth (10th) day of that month.

2.9 REIMBURSEMENT

Service Providers of any resulting contract may not submit an invoice for offenders prior to the start date of a resulting contract

Service Providers of any resulting contract shall only be reimbursed for the first 60 days the offender is in the facility. Electronic monitoring of offenders may be used to verify the actual dates of residence in the facility. Any stay exceeding sixty (60) days becomes the responsibility of the offender and the Service Provider.

In the event of any resulting contract, ACC will not reimburse for any assessment or entrance fees incurred upon arrival at the facility. The Service Provider is responsible for correctly billing for each offender; any errors or questionable invoices may delay the reimbursement process. Invoices will be sent back to the provider for incorrect dates of residence; missing information or pricing errors.

Risk Level**	Daily Reimbursement Amount
Low Risk	$ 0.00
Moderate Risk	$20.00
High Risk	$26.00
Sex offender Level 3 or 4	$30.00

**Risk levels will be determined by ACC risk assessment.

2.10 FACILITY FEES

Service Providers of any resulting contract may charge the offender up to, but may not exceed two hundred dollars ($200) total for admission, entry, filling, or any other fees associated with acceptance into the facility.

In the event of any resulting contract, additional fees shall not be billed to the offender for services or fines for policy violations. The actual cost of transportation and laundry service may be billed to the offender.

In the event of any resulting contract, employment wages and other offender income such as Food Stamps, Veteran's income, Disability income, or other benefits are the property of the offender. The Service Provider shall not garnish the offender's wages on behalf of the facility for services provided.

In the event of any resulting contract, service provider may charge the offender up to but not to exceed the amount of the reimbursement amount previously received from ACC for any days of residence past the ACC allowable bill dates.

A receipt of payment must be given to the offender for any and all payments made by the offender.

In the event of any resulting contract, the service provider shall not charge or accept any other payment for an offender from any other income source, including Social Security, SSI, SNAP, or any other government or private income source prior to, or during the period in which the provider is accepting housing reimbursement fees from ACC.

STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

AMENDMENT

TO: Vendors Addressed
FROM: Judy Shirley, CPPB, Statewide Purchasing Specialist
DATE: 06/28/2016
SUBJECT: SP-15-0007, Transitional Housing

The following change to the above-referenced contract have been made as designated below:

__X__ Change of specification(s)
__X__ Additional specification(s)
_____ Change of bid opening time and date
_____ Cancellation of bid
_____ Other

CHANGE OF SPECIFICATIONS

Change of Specifications

Section 2.10 Reimbursement has changed to include the following information effective July 15, 2016:

AGENCY REIMBURSEMENT

A. The vendor (Service Provider's) will be reimbursed according to the rates, timelines and procedures set forth in the ACC Administrative Directive: Transitional Housing Facility License. You may access these rates at the following link: http://dcc.arkansas.gov/images/uploads/policy/Trans_Housing_Facility_License_AD_0316.pdf

B. Vendor (Service Provider's) **shall not** be reimbursed by the State for placements accepted from entities other than ACC or ADC.

AGENCY:
Arkansas Community Corrections
105 W. Capitol Ave.,
Little Rock, AR 72201

STATE OF ARKANSAS

OFFICE OF PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72210-4222

AMENDMENT OF TERM CONTRACT
RFQ SP-15-0007
Transitional Housing Services
Amendment 2

Effective Date: August 2, 2016

THIS IS AN AMENDMENT TO RFQ SP-15-0007 ISSUED BY THE OFFICE OF STATE PROCUREMENT

BUYER:	JUDY SHIRLEY	**PHONE:**	501-324-9314	**CONTRACT #:**	SP-15-0007
DESCRIPTION:	Transitional Housing			**OA #:**	
AGENCY:	Arkansas Community Correction				

Change/Addition of Specifications:

Attachment "A" titled: Administrative Directive: 16-12 Transitional Housing Services, (dated: August 2, 2016) includes changes and additions to: **Section 2 of RFQ SP-15-0007**. The same information can also be found in the following link: http://www.dcc.arkansas.gov/images/uploads/policy/Transitional_AD_080216.pdf

Administrative Directive: 16-12 Transitional Housing Services, (dated: August 2, 2016) replaces Administrative Directive: 16-12 Transitional Housing Services, (dated: March 11, 2016)

Details:

Change to 1.6 in the original RFQ:

The contact information noted in section 1.6 of the original RFQ has changed to: reentry@arkansas.gov

Change to 2.8 and 2.9 in original RFQ reflect incorrect amounts of reimbursement and number of days.

Corrected Amounts for reimbursement are:

ACC shall reimburse licensed transitional houses according to the following schedule:

Moderate risk, High risk, level 1 and level 2 sex offenders:

Length of stay: 90 days

Reimbursement:

- Day 1-45: $30.00/day
- Day 46-90: $20.00/day
- Offender per Diem: $14.00/day starting on the first day of full time employment.

Level 3 and level 4 sex offenders:

Length of stay: 120 days

Reimbursement:

- Day 1-60: $50.00
- Day 61-120: $40.00
- Offender per Diem: $14.00/day starting on the first day of full time employment

Change to 2.10 in original RFQ: states the $200.00 fee.

The facilities can no longer charge a fee (see changes in attachment or link).

Programming additions:

F. Acceptance of Residents: Licensed transitional facilities must review and accept all submitted applications, unless justifiable reasons are present. Justifiable reasons include, but are not limited to, acceptance of a resident which would result in the violation of any city, county, or state laws. The transitional facility must provide the reason for denial to the applicant, in writing.

G. Resident Employment: The vendor is required to aid the resident in seeking employment. The resident must be at the facility for seven (7) days prior to beginning employment. The resident must be fully employed by day 45 and maintain full time employment through the duration of their time at the transitional housing facility.

Upon obtaining employment, the facility shall complete employment checks to verify the legitimacy and nature of the employment. The facility shall review residents' pay stubs to ensure the resident is making at least minimum wage and having taxes withdrawn.

The vendor may not require or allow the resident to work without payment at any employment that pays less than Arkansas minimum wage, whether that employment is outside of the facility or for the facility. The resident may not "volunteer" to work without pay or work to have their bill from the vendor reduced. The resident will be paid in full and will in turn make payments to the vendor if owed. Employment and payment records for residents will be made available upon the request of ACC

H. Facility Programming: The vendor is expected to provide applicable programming which addresses identified criminogenic and other needs for residents at the facility. Applicable programming may include drug and alcohol programs, education services, and stable housing assistance. Programming can be provided through referrals to local service providers and in house classes.

The updated reimbursement amounts were effective July 15, 2016.

State of Arkansas:	**Contractor :**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

SECTION 3 – SUBMISSION REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

Supply the information requested below:

1) An official authorized to bind the respondent to a resultant contract **must** have signed the proposal.
2) Proof of licensure for services being bid upon.
3) A listing of the locations and the risk level each location can provide in the table supplied below:

Facility Name	Address	City	Low Risk	Moderate Risk	High Risk	Sex Offender Level 3 or 4
Example	*1509 W Capitol*	*Little Rock*	*X*	*X*		

STANDARD TERMS AND CONDITIONS

1. GENERAL
Any special terms and conditions included in the request for qualifications override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

2. ACCEPTANCE AND REJECTION
The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.

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

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

5. QUANTITIES
Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.

6. BRAND NAME REFERENCES
Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

7. GUARANTY
All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. SAMPLES
Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE
Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. AMENDMENTS
The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. TAXES AND TRADE DISCOUNTS
Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. AWARD
Term Contract: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency.
Firm Contract: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT
The request for qualifications will show the period of time the term contract will be in effect.

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

15. DELIVERY REQUIREMENTS
No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. STORAGE
The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. DEFAULT
All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. VARIATION IN QUANTITY
The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. INVOICING
The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the request for qualifications, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

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

21. PATENTS OR COPYRIGHTS
The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. ASSIGNMENT
Any contract entered into pursuant to this request for qualifications is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES
In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

24. LACK OF FUNDS
The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. DISCRIMINATION
In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE
The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT
As part of the consideration for entering into any contract pursuant to this request for qualifications, the bidder named on the front of this request for qualifications , acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

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

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: ☐ **Yes** ☐ **No** **SUBCONTRACTOR NAME:**

TAXPAYER ID NAME: IS THIS FOR: ☐ **Goods?** ☐ **Services?** ☐ **Both?**

YOUR LAST NAME: **FIRST NAME:** **M.I.:**

ADDRESS:

CITY: **STATE:** **ZIP CODE:** --- **COUNTRY:**

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	☐	☐					
Constitutional Officer	☐	☐					
State Board or Commission Member	☐	☐					
State Employee	☐	☐					

☐ **None of the above applies**

FOR A VENDOR (BUSINESS)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	☐	☐						
Constitutional Officer	☐	☐						
State Board or Commission Member	☐	☐						
State Employee	☐	☐						

☐ **None of the above applies**

Contract and Grant Disclosure and Certification Form

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

As an additional condition of obtaining, extending, amending, or renewing a contract with a *state agency* I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

   Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature_____Title_____Date_____

Vendor Contact Person_____Title_____Phone No._____

Agency use only

Agency Number_____ Agency Name_____ Agency Contact Person_____ Contact Phone No._____ Contract or Grant No._____

Arkansas Community Correction

Two Union National Plaza Building
105 West Capitol, 3rd Floor
Little Rock, AR 72201-5731
501-682-9510 (office) 501-682-9513 (fax)

ADMINISTRATIVE DIRECTIVE: 16-12 TRANSITIONAL HOUSING FACILITY LICENSE

TO: ARKANSAS COMMUNITY CORRECTION EMPLOYEES

FROM: SHEILA SHARP, DIRECTOR

SUPERSEDED: AD 14-23

APPROVED: Signature on file EFFECTIVE: August 2, 2016

I. **APPLICABILITY.** This policy applies to Arkansas Community Correction (ACC) employees, applicants for and recipients of a Transitional Housing Facility License, owners, operators, and staff members of licensed Transitional Housing Facilities.

II. **POLICY STATEMENT.** Transitional Housing Facilities must meet or exceed the minimum standards and requirements established in this policy to ensure a structured, positive, and safe environment for residents, to reduce recidivism, to encourage employment and treatment, to provide public safety, to transition offenders back to the community to be productive citizens and to maintain the principles of evidence based practices.

III. **DEFINITIONS.**

A. **Applicant**. Any individual, group, business or organization that has applied to receive an Arkansas Community Correction Transitional Housing license.

B. **Transitional Housing Facility.** An ACC licensed facility providing housing for one or more residents placed in ACC community supervision. A resident's home or the home of a resident's family member will not be considered a Transitional Housing Facility for purposes of this directive. To operate a facility in the state of Arkansas a person/group must apply for, obtain, and maintain an approved license from ACC.

C. **Licensing Authority.** ACC is the authority for licensing Transitional Housing Facilities. Facilities are licensed for one year with provisions for renewal as specified in this policy.

D. **Transitional Housing Coordinator:** The individual assigned to monitor Transitional Housing Facilities, to serve as the liaison between the facility and ACC for compliance issues, and to supervise the billing process.

IV. PROCEDURES.

A. Application: Applicants may contact the ACC Housing Coordinator for a Transitional Housing Facility license packet or download the application packet from the ACC public website (dcc.arkansas.gov). Applications, documents, and fees submitted for licensure consideration will not be returned. The completed application packet and any required fees will be sent to the Coordinator at the Central Office of ACC.

1. For initial licensure or a proposed new location, the applicant must comply with the public hearing requirements of Arkansas law, section 12-25-101:

   a. No community-based residential facility housing juveniles or adults adjudicated or convicted of any sexual or violent offense or any other criminal offense that would constitute a Class C felony or higher shall be located or constructed within any municipality or county of this state until a public hearing is conducted in the municipality or county of the proposed location of the facility at least thirty (30) days prior to the contracting for the acquisition of any property on which to locate the proposed facility or any existing structure in which to locate the proposed facility by the owner, operator, or care provider of the proposed facility.

   b. All residents within one thousand (1,000) feet of the proposed location of the facility shall be notified by mail at least ten (10) days prior to the day of the hearing.

2. To ensure compliance with Arkansas law, applicants must provide the following items:

   - Copy of the notification letter mailed to residents informing them of the date and time of the hearing and the proposed purpose of the facility. The letter must include a return address.
   - List of all residents who were mailed the notification letter.
   - Copy of the sign-in sheet for those in attendance at the public hearing.

3. The ACC Housing Coordinator will review the application packet for completion and conduct background checks on individuals submitted by the owner/operator as being staff and volunteers of the facility.

B. Licensure: The Transitional Housing Review Team for the licensure and annual inspections of facilities will be determined by the Coordinator and Area Manager.

Licenses will be issued only for the premises and persons specified in the application and are not be transferable. Separate licenses are required for transitional housing facilities maintained on separate premises, even though they are operated under the same management. The facility cannot admit any ACC residents until the license to operate a Transitional Housing Facility has been issued.

The Housing Coordinator, for due cause, may recommend to the Chief Deputy Director that a facility license be suspended or revoked. The Chief Deputy Director may assign ACC staff or any other local, state, or federal agency to assist in a facility investigation. In the event of a recommendation for denial of an application or the suspension or revocation of license, the applicant may appeal the denial to the Director of the agency within 30 days of the written recommendation for denial/suspension/revocation. Applicants may appeal the decision of the Director in writing within 30 days of that decision to the Board of Corrections whose decision is final.

When a license is renewed, it will be from the previous license expiration date, not any possible extended inspection date. A facility that wishes to renew its license must have all required paperwork and fees submitted to the Coordinator no later than 30 days prior to the license's expiration.

All areas of the licensed facility and all records related to the care and protection of residents, including resident and employee records, must be open for inspection by ACC for the purpose of enforcing policy and regulations.

The licensing procedure for self-governed facilities that are proven to be such by Best Practices may use a modified application/licensure procedure as approved by the Director.

C. **Request for Qualifications:** After obtaining a license, the owner/operator may choose to obtain a contract by responding to the Arkansas Community Correction Request for Qualifications. When obtained, the facility may bill ACC for limited reimbursement for housing residents as stated in the contract. The Request for Qualifications is available from the ACC website, from the Coordinator, and from the ACC Purchasing Department.

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

E. **Billing:** When a facility has met the conditions of licensure and has been approved by the Office of Procurement for payment as a vendor, ACC will reimburse the facility for resident housing at the approved reimbursement rate for up to 90 or 120 days, depending on the classification of the offender, from the date of release from an ADC or ACC facility. A facility may not bill ACC for housing a resident prior to their approval as a vendor. The billing process will follow the instructions stated on the Request for Qualification and may include the use of electronic monitoring for residential verification. During a period of license suspension payment may be withheld or reduced pending satisfactory implementation of an approved corrective action plan as specified in the Request for Qualifications.

ACC shall reimburse licensed transitional houses according to the following schedule:

Moderate risk, High risk, level 1 and level 2 sex offenders:
Length of stay: 90 days
Reimbursement:

- Day 1-45: $30.00/day
- Day 46-90: $20.00/day
- Offender per diem: $14.00/day starting on the first day of full time employment.

Level 3 and level 4 sex offenders:
Length of stay: 120 days
Reimbursement:

- Day 1-60: $50.00
- Day 61-120: $40.00
- Offender per diem: $14.00/day starting on the first day of full time employment.

F. **Acceptance of Residents:** Licensed transitional facilities must review and accept all submitted applications, unless justifiable reasons are present. Justifiable reasons include, but are not limited to, acceptance of a resident which would result in the violation of any city, county, or state laws. The transitional facility must provide the reason for denial to the applicant, in writing.

G. **Resident Employment:** The vendor is required to aid the resident in seeking employment. The resident must be at the facility for seven (7) days prior to beginning employment. The resident must be fully employed by day 45 and maintain full time employment through the duration of their time at the transitional housing facility.

Upon obtaining employment, the facility shall complete employment checks to verify the legitimacy and nature of the employment. The facility shall review residents' pay stubs to ensure the resident is making at least minimum wage and having taxes withdrawn.

The vendor may not require or allow the resident to work without payment at any employment that pays less than Arkansas minimum wage, whether that employment is outside of the facility or for the facility. The resident may not "volunteer" to work without pay or work to have their bill from the vendor reduced. The resident will be paid in full and will in turn make payments to the vendor if owed. Employment and payment records for residents will be made available upon the request of ACC.

H. **Facility Programming:** The vendor is expected to provide applicable programming which addresses identified criminogenic and other needs for residents at the facility. Applicable programming may include drug and alcohol programs, education services, and stable housing assistance. Programming can be provided through referrals to local service providers and in house classes.

I. **Facility Fees:** Residents, their families, and any other financial source may not be charged any fees, other than the per diem, (e.g. admission, filing, and other entry fees) for transitional housing. No facility may charge residents additional fees for services or fines for policy violations other than the actual costs of transportation and laundry.

J. **Staff Coverage:** Licensed transitional houses must have trained staff (paid or volunteer) on premises to provide 24 hour supervision, 7 days a week. Facilities shall maintain a staff to offender ratio of no less than 1 to 25 at all times.

K. A facility may not withhold any portion of the income of a resident, regardless of the income source, to include Social Security, SSI, SNAP, or any other government or private income source. All resident income, in check or any other form will be the property of the resident. The facility may bill the resident for any authorized costs and the resident will pay the authorized cost from their funds. A receipt will be given to the resident for any and all payments.

L. ACC will not reimburse licensed Transitional Housing Facilities for residents categorized as a low risk for recidivism. ACC will reimburse for residents with a moderate or high risk for recidivism and level 1 and 2 sex residents at a rate commensurate with current budgets; and will reimburse for residents who are level 3 and 4 sex offenders at a higher rate commensurate with current budgets. Once a resident has used their maximum reimbursement days as allowed by ACC, the facility may not charge the resident a daily self-pay rate greater than $30.00 per day.

Payment will be made for residents for date of arrival to the facility; ACC will not be responsible for payment for resident's date of departure.

M. Monitor Costs: ACC maintains the right to collect applicable costs for Electronic Monitoring devices for residents in transitional housing.

N. The licensed transitional facility staff shall complete and document daily scheduled and unscheduled counts. Residents not present during count shall be accounted for through sign out logs and/or approved employment schedules. Counts shall be conducted at least twice per shift and at every shift change for the transitional housing facility.

O. Licensed transitional facilities must provide 3 meals per day with at least one (1) meal being hot. Total calories for the day shall be 2500.

P. Transitional Facility staff must conduct drug test at least once weekly of all residents. Transitional Facility staff must notify the ACC of any resident's positive drug/alcohol test results immediately by phone. Transitional Facilities must utilize at least an 8 panel drug test and a test for K2.

V. OPERATION OF A TRANSITIONAL HOUSING FACILITY WITHOUT A LICENSE.

A. Non-Licensed Facility Penalty. If a facility is housing residents for reimbursement without a license, ACC will impose civil penalties not to exceed $500 per day for each day the violation continues. In addition, alternative sanctions may be imposed pursuant to law (Arkansas law, section 16-93-1603 and section 25-15-217).

B. ACC staff aware of an unlicensed facility being operated in Arkansas must bring this to the attention of the Coordinator. Members of the public may bring unlicensed facilities to the attention of any ACC staff member who will, in turn, notify the Coordinator. The Coordinator will report claims of an unlicensed facility to the Assistant Director of Reentry who will ensure investigation.

VI. PROHIBITED STAFF BEHAVIOR

Transitional facility staff shall not under any circumstance:

A. Exchange personal gifts or favors with residents, their family, or their friends.

B. Accept any form of bribe or unlawful inducement.

C. Discriminate against any resident on the basis of race, religion, creed, gender, national origin, disability, charge/offense, or other individual characteristics.

D. Employ corporal punishment or unnecessary physical force.

E. Subject residents to any form of physical or mental abuse.

F. Withhold information from ACC including threats to the security of the facility, its staff, visitors, or community. This can lead to termination of contract.

VII. COLLABORATION.

The following is established to gain continuity and coordination in the management of transitional housing arrangements for ACC residents:

A. The Institutional Parole Officer will coordinate activities between the transitional housing provider, the Arkansas Parole Board, and the correctional staff as described in the Request for Qualifications provided by the Office of State Procurement.

B. Parole/Probation Area Managers will assign and maintain assignment of a supervision officer to manage cases and coordinate with staff at Transitional Housing Facilities as necessary. The Area Manager may assign others as needed. The assigned officer(s) must be knowledgeable of the minimum standards that are required of the facility.

C. The licensed Transitional Housing Facility must provide the names and numbers of those under supervision that are residing at the facility to ACC staff when requested.

D. The supervision officer assigned to a facility will investigate and report findings of any complaints, observed or suspected non-compliance with rules, policies, laws and regulations to the Area Manager for possible further referral or action.

E. Area Managers will report any serious violations of policy, procedure, or practice to the Coordinator. The Coordinator will work with the Area Manager towards a resolution of the violation. Area Managers will forward any written complaint by a resident, staff member, or member of the public concerning a facility to the Coordinator to become part of the facility file.

F. ACC staff and facility staff will communicate to each other positive drug/alcohol test results immediately.

G. Facility staff will respond to and notify the supervision officer of such requests as subpoenas, court orders, search and/or arrest warrants.

H. Facility staff will honor ACC travel passes and immediately report violations of travel restrictions to the supervision officer. Facility staff may not grant an out of county pass without the permission of the supervision officer or the parole/probation office.

I. Facility staff will not, except in the case of emergency or threat of injury or death, dismiss a resident from the facility until they notify the supervision officer or the parole/probation office by phone. The facility should only dismiss a resident for substantial and documented reasons. Dismissal actions are appropriate for such infractions as violence, life threatening actions, property destruction, substantial verbal abuse or violation of the facilities fundamental statutes (alcohol, drugs, etc.).

J. Facility staff will notify the supervision officer (or his/her office) immediately of any resident's violent or threatening behavior, endangerment of others, and awareness of an abscond or escape from the facility.

K. The Coordinator will arrange onsite visits and inspections (initial and periodic, announced and unannounced), review reports of critical incidents involving or concerning ACC residents, and make objective recommendations.

L. The facility will post office staffing hours and will comply with posted staffing hours. There must be a staff member/house manager/responsible party present 24 hours per day.

M. The facility will notify the Transitional Housing Coordinator of any employee additions with information needed to complete a criminal background check.

N. Arkansas Community Correction shall, at all reasonable times, have the right to enter the facility's work and living areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

VIII. PREA COMPLIANCE: Contracted facilities with populations consisting of at least 50% ACC residents for a majority of the contract year must pursue PREA compliance standards for community confinement.

IX. CONTRACT COMPLIANCE: The owner/operator/manager of the facility must comply with all requirements/agreements of the Request for Qualifications/Contract as stated in the agreement.

X. EQUAL OPPORTUNITY: Transitional Housing facilities' accommodations and services must be provided without regard to race, color, gender, religion, age, national origin, genetic information, disability or other biases prohibited by state or federal law.

XI. ATTACHMENTS/FORMS:

AD 16-12 Form 1: Transitional/Reentry Housing Facility Minimum Requirements Checklist

Arkansas Community Correction
Transitional/Reentry Housing Facility
Minimum Requirements Checklist

Facility Name: _____ **Date:** _____

During initial license inspections, annual renewal inspections and unannounced visits by ACC staff, the following Minimum Requirements Checklist will be used. The inspections will not be limited to these items.

Copies of license or inspection by/from:_____ **Inspector's Initials:**

1. Fire/Safety Inspection. Annually.	
2. Health Department/Food Service. Annually.	
3. Business License. Initial license or after remodel or repair.	
4. Plumbing Code. Initial license or after remodel or repair.	
5. Electrical Code. Initial license or after remodel or repair.	
6. Compliance with applicable zoning or Special Use Permit.	
7. Public Hearing.	
8. Copy of transportation vehicles' insurance.	
9. Copy of facility property and liability insurance.	
10. List of all staff and volunteers for background check (owner/operator must obtain/maintain consent to release information from staff and volunteers).	
11. Itemized list of products or items and their cost sold to residents. Note: Costs must be reasonable.	
12. Copies of facility disaster plans, evacuation plans, and contingency plans for operations if the facility must be abandoned.	
13. Copy of policy stating the facility will comply with subpoenas, court orders, arrest warrants.	
14. Copy of policy stating notification of ACC Supervising Officer when a resident escapes or absconds from the facility, or prior notification if discharged.	
15. Copy of facility Policy and Procedure Manual that is unique to this facility.	
16. Copy of facility resident handbook/orientation materials including facility rules, curfews, admission procedures, and consequences for violations.	
17. Copy of programming curriculum.	
18. Admission and discharge policies and procedures.	
19. Proof the facility is pursuing PREA compliance.	
20. Is the facility ADA compliant?	
21. Are resident records confidential, uniform in format and content, and properly secured?	
22. For Reentry Only – Copy of policy stating passes/furloughs for residents are approved by the ACC Reentry Officer.	
23. Proof of policy stating that facility services are equal opportunity and provided without regard to race, color, gender, religion, age, national origin, genetic information, disability or other biases prohibited by state or federal law.	
24. Copy of staff listing and staffing hours.	

25. Inspection team proof of adequate space in sleeping rooms for the number of occupants (minimum 50 square feet per intended occupant).	
26. Inspection team proof of individual storage space for residents' clothing and personal items.	
27. Inspection team proof of minimum ratio of bathrooms (meaning sink, toilet, shower) to residents (1 to 8).	
28. Adequate laundry facilities at or near the Transitional/Reentry Housing Facility.	
29. Inspection team proof of signs posted at all entrances banning weapons except for law enforcement officials/officers.	
30. Inspection team proof of facility being equipped with First Aid Kit, fire alarms and that fire suppression equipment continues to comply with annual Fire Inspection.	
31. Proof of vendors' contractors for employment.	
33. Dining room with table and chairs.	
33. Adequate kitchen facilities.	
34. Adequate space for programming.	
35. Adequate space for break room/day room.	
36. Smoke alarms in kitchen and all sleeping areas.	
37. Bulletin board prominently displayed in the facility with postings of rules, fire evacuation plans, emergency protocols, PREA information, and emergency staff contact information.	
38. Inspection Team proof that medication not approved to be kept on person is behind double locks. (All narcotic, psychotropic, and diabetic supplies including syringes, lancets and insulin must be secured behind double locks.)	
39. Inspection Team proof of facility designee authorized to accept/dispense medications.	
40. Inspection team proof that facility can be accessed by residents and ACC staff 24 hours per day.	
41. Check or Money Order attached to application in the correct amount.	

Notes:

STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

AMENDMENT 3

TO: Vendors Addressed
FROM: Judy Shirley, Buyer
DATE: January 29, 2019
SUBJECT: SP-15-0007, Transitional Housing

The following change(s) to the above-referenced RFQ have been made as designated below:

__X__ Change of specification(s)
_____ Additional specification(s)
_____ Change of bid opening time and date
_____ Cancellation of bid
_____ Other

CHANGE OF SPECIFICATIONS

- AD 19-04 supersedes AD 17-03 and AD 18-02.

ISSUED: "Post Incarceration Housing Programs, Requirements, and Licensure" AD 19-04 (effective 2/1/2019)

SYNOPSIS:

This new policy replaces the two superseded policies listed above.

This policy addresses transitional, self-governed, reentry, and subsequent housing facilities operated by private sector organizations. Policy guidance pertains to organizations that apply for licensing and those that operate with a license. Policy guidance also applies to ACC employees involved with transitional housing to include such aspects as processing license applications, issuing contracts, processing payments, managing housed offenders and inspecting facilities.

Licensed private sector organizations must meet or exceed the requirements established in this policy and the checklist to ensure a structured, positive, and safe environment for residents, to reduce recidivism, to encourage employment and treatment, to provide public safety, to transition offenders back to the community to be productive citizens and to maintain the principles of evidence based practices.

The policy describes license requirements, the application process, request for qualifications (RFQ), housing management requirements to include providing programming, working toward compliance with standards issued by the Prison Rape Elimination Act (PREA), performance standards, staffing requirements, transportation, and billing.

The policy also addresses an array of resident topics and requirements including resident employment/income/fees, electronic monitoring, drug testing, and food.

Arkansas Community Correction

Two Union National Plaza Building
105 West Capitol, 3rd Floor
Little Rock, AR 72201-5731
501-682-9510 (office) 501-682-9513 (fax)

ADMINISTRATIVE DIRECTIVE: 19-04 Post Incarceration Housing Programs, Requirements, and Licensure

TO: Arkansas Community Correction Employees

FROM: Kevin Murphy, Director

SUPERSEDED: AD 17-03 and 18-02

APPROVED: Signature on File **EFFECTIVE: February 1, 2019**

I. **APPLICABILITY.** This policy applies to Arkansas Community Correction (ACC) employees, applicants for and recipients of a Transitional Housing License, Subsequent Housing License, Self-Governed Housing License, owners, operators, and staff members of ACC licensed Housing Facilities.

II. **POLICY STATEMENT.** Transitional, Subsequent, and Self-Governed Housing Facilities must meet or exceed the requirements established in this policy and the checklist to ensure a structured, positive, and safe environment for residents, to reduce recidivism, to encourage employment and treatment, to provide public safety, to transition offenders back to the community to be productive citizens and to maintain the principles of evidence based practices.

III. **DEFINITIONS.**

A. **Applicant.** Any individual, group, business or organization that has applied to receive an Arkansas Community Correction Transitional, Subsequent, or Self-Governed Housing license.

B. **Transitional Housing Facility.** An ACC licensed facility providing housing and evidence-based programming for residents placed under ACC community supervision.

C. **Self-Governed Housing Facility**. A facility providing long-term housing and programming that address identified criminogenic and other needs for one or more residents placed on ACC community supervision. The facility must provide the time, peer support and structured living environment necessary for long-term recovery. The facility must have detailed procedures at the facility for operation by the residents. A resident's home or the home of a resident's family member will not be considered a Self-Governed Housing Facility for purposes of this directive.

D. **Subsequent Housing Facility**. An ACC licensed facility providing affordable housing and programming for one or more residents following a minimum of 90 days in a licensed transitional or reentry facility. All subsequent housing facilities must be affiliated with a licensed Reentry or Transitional Housing facility, and they must be licensed by ACC as subsequent housing for offenders.

E. **Licensing Authority.** ACC is the authority for licensing any type of Transitional Housing Facility. Facilities are licensed for one year with provisions for renewal as specified in this policy.

F. **Housing Manager:** The ACC individual assigned to monitor Transitional, Reentry, Subsequent, and Self-Governed Housing Facilities, to serve as the liaison between the facility and ACC for compliance issues, and to supervise the billing process.

IV. REQUIREMENT FOR TRANSITIONAL HOUSING FACILITY LICENSE

Arkansas Code sections 16-93-211, 16-93-1605 and related sections require facility operators to have a transitional housing facility license from ACC. The law states:

(a) (1) "transitional housing" means a program that provides housing for one (1) or more offenders who have been:

(A) Transferred or paroled from the Department of Correction by the Parole Board;

(B) Placed on probation by a circuit court or district court; or

(C) Administratively transferred from the Department of Correction to the Department of Community Correction for participation in a reentry program.

(2) An offender's home or the residence of an offender's family member shall not be considered a transitional housing facility for purposes of this section.

V. PROCEDURES.

A. **Application**. Applicants may contact the ACC Housing Manager for a Housing Facility license packet or download the application packet from the ACC public website (dcc.arkansas.gov). Applications, documents, and fees submitted for licensure consideration will not be returned. The completed application packet and any required fees will be sent to the Housing Manager at the Central Office of ACC. Initial Transitional Housing License application fee is $250.00, Annual Renewal fee is $100.00. Should a proposed facility fail to be licensed the fee will not be returned. No fee will be assessed for the licensing of a Subsequent Housing Facility.

1. For initial licensure or a proposed new location, the applicant must comply with the public hearing requirements of Arkansas Code, section 12-25-101:

    a. No community-based residential facility housing juveniles or adults adjudicated or convicted of any sexual or violent offense or any other criminal offense that would constitute a Class C felony or higher shall be located or constructed within any municipality or county of this state until a public hearing is conducted in the municipality or county of the proposed location of the facility at least thirty (30) days prior to the contracting for the acquisition of any property on which to locate the proposed facility or any existing structure in which to locate the proposed facility by the owner, operator, or care provider of the proposed facility.

    b. All residents within one thousand (1,000) feet of the proposed location of the facility shall be notified by mail at least ten (10) days prior to the day of the meeting.

2. To ensure compliance with Arkansas law, applicants must provide the following items to ACC:

    a. Copy of the notification letter prior to being mailed to residents informing them of the date and time ofthe meeting and the proposed purpose of the facility. The letter must include a return address and must be approved prior to mailing.

    b. List of all residents who were mailed the notificationletter.

    c. Notification of the date, time, and location of the public meeting. ACC staff must be present at the public meeting

    d. Copy of the sign-in sheet for those in attendance at the public meeting.

3. The ACC Housing Manager will review the application packet for completion and conduct background checks on individuals submitted by the owner/operator as being staff and volunteers of the facility. Individuals currently on parole or probation supervision with ACC cannot be employed in positions of authority over another offender on supervision.

B. Licensure.

1. Licenses will be issued only for the premises and persons specified in the application and are not transferable. Separate licenses are required for Transitional, Subsequent and Self Governed Housing facilities maintained on separate premises, even though they are operated under the same management. The facility cannot admit any ACC residents until the license to operate a Housing Facility has been issued.

2. An Arkansas Transitional Housing Facility License will not be issued for a facility under the management, supervision, oversight or ownership of a person currently under a sentence or probation supervision for a felony offense or who has current, pending felony charges. Ex-offenders must provide proof of discharge of the felony sentence.

3. The Housing Manager, for due cause, may recommend to the Assistant Director of Reentry that a facility license be suspended or revoked. The Assistant Director may assign ACC staff or another local, state, or federal agency to assist in a facility investigation. In the event of a recommendation for denial of an application or the suspension or revocation of license, the applicant may appeal the decision to the Chief Deputy Director or Director of the agency within 30 days of the written recommendation for denial/suspension/revocation. Applicants may appeal that decision in writing within 30 days of the decision to the Board of Corrections whose decision is final.

4. When a license is renewed, it will be from the previous license expiration date, not any possible extended inspection date. A facility that wishes to renew its license must have all required paperwork and fees submitted to the Housing Manager no later than 30 days prior to the license's expiration.

5. All areas of the licensed facility and all records related to the care and protection of residents, including resident and employee records, must be open for inspection by ACC for the purpose of ensuring compliance with agency policy and local, state, and federal laws.

C. **Request for Qualifications.** After obtaining a license, the owner/operator may choose to obtain a contract by responding to the Arkansas Community Correction Request for Qualifications. When obtained, the facility may bill ACC for limited reimbursement for housing residents as stated in the contract. The Request for Qualifications is available from the ACC website, from the Housing Manager, and from the ACC Purchasing Department.

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

E. **Resident Employment.** The vendor is required to aid the resident in seeking employment as outlined in this policy. The resident must be fully employed and maintain full time employment through the duration of their time at the housing facility.

Upon obtaining employment, the facility must complete employment checks to verify the legitimacy and nature of the employment. The facility must review residents' pay stubs to ensure each resident is earning at least minimum wage and having taxes withdrawn.

The vendor must not require or allow the resident to work without payment at any employment that pays less than Arkansas minimum wage, whether that employment is outside of the facility or for the facility. The resident may not "volunteer" to work without pay. The resident must not work to have their expenses from the vendor reduced. The resident must be paid in full and will in turn make payments to the vendor if owed. Employment and payment records for residents will be made available upon the request of ACC.

F. **Drug/Alcohol-Free Premises**. All housing facilities must be free of alcohol, illegal drugs, or any non-controlled prescription medications. Facilities may enforce a tobacco policy; however, if allowed, designated smoking areas must be clearly identified.

G. **Resident Income.** A facility may not withhold any portion of the income of a resident, regardless of the income source, to include Social Security, Disability, SSI, SNAP, or any other government or private income source. All resident income, in check or any other form will be the property of the resident. The facility may bill the resident for any authorized costs and the resident will pay the authorized cost from their funds. A receipt will be given to the resident for any and all payments.

H. **Electronic Monitor Costs.** ACC maintains the right to collect applicable costs for Electronic Monitoring devices for residents in any housing facility.

I. Facility staff must notify ACC of any resident's positive drug/alcohol test results immediately by phone and email

J. Facilities must use at least an 8-panel drug test and must include testing for methamphetamines, THC, cocaine, opiates, alcohol, K2, benzodiazepines, and hydrocodone. Drug test logs must be maintained by the facility and must include all residents. The log must include date, time, provider, collector, substances tested for, disposition, and reason for test.

VI. OPERATION OF A TRANSITIONAL, SELF-GOVERNED, OR SUBSEQUENT HOUSING FACILITY WITHOUT A LICENSE

A. **Non-Licensed Facility Penalty**. If a facility is housing residents for reimbursement without a license, ACC will impose civil penalties not to exceed $500 per day for each day the violation continues. In addition, alternative sanctions may be imposed pursuant to law (Arkansas Code, section 16-93-1603 and section 25-15-217).

B. ACC staff aware of an unlicensed facility being operated in Arkansas must bring this to the attention of the Housing Manager. Members of the public may bring unlicensed facilities to the attention of any ACC staff member who will, in turn, notify the Housing Manager. The Housing Manager will report claims of an unlicensed facility to the Assistant Director of Reentry who will ensure investigation.

VII. PROHIBITED STAFF BEHAVIOR

A. Transitional, Subsequent, and Self-Governed facility staff must not under any circumstance:

1. Exchange personal gifts or favors with residents, their family, or their friends.
2. Accept any form of bribe or unlawful inducement.
3. Discriminate against any resident on the basis of race, religion, creed, gender, national origin, disability, or charge/offense or any other individual characteristic.
4. Employ corporal punishment or unnecessary physical force.
5. Subject residents to any form of physical or mental abuse.
6. Intentionally demean or humiliate an offender.
7. Withhold information which, in doing so, threatens the security of the facility, its staff or visitors, or the community. This can lead to termination of contract.
8. Engage in any form of business or profitable enterprise with offenders.
9. Enquire about, disclose, or discuss details of an offender's crime other than as may be absolutely necessary in performing official duties.
10. Knowingly allow any resident to violate any condition of release.
11. Engage in any form of a sexual relationship with any current or past resident.

VIII. COLLABORATION.

The following is established to gain continuity and coordination in the management of transitional housing arrangements for ACC residents:

A. The Institutional Release Officer will coordinate activities between the transitional housing provider, the Arkansas Parole Board, and the correctional staff as described in the Request for Qualifications provided by the Office of State Procurement.

B. Parole/Probation Area Managers will assign and maintain assignment of a supervision officer to manage cases and coordinate with staff at Transitional Housing Facilities as necessary. The Area Manager may assign others as needed. The assigned officer(s) must be knowledgeable of the minimum standards that are required of the facility.

C. The licensed Housing Facility must provide the names and numbers of those under supervision that are residing at the facility to ACC staff when requested.

D. The Supervision Officer assigned to a facility will report findings of any complaints, observed or suspected non-compliance with rules, policies, laws and regulations to the Housing Manager for possible further referral or action. Area Managers will report any serious violations of policy, procedure, or practice to the Housing Manager. Area Managers will forward any written complaint by a resident, staff member, or member of the public concerning a facility to the Housing Manager to become part of the facility file.

E. Facility staff will respond to and notify the supervision officer of such requests as subpoenas, court orders, search and/or arrest warrants.

F. Facility staff will honor ACC travel passes, not to exceed an 8-hour period unless court ordered, and must immediately report any violations of travel restrictions to the supervision officer. Facility staff may correspond with the PO for recommendations to approve or deny a travel pass. Facility staff may not grant a travel pass

G. Facility staff will not, except in the case of emergency or threat of injury or death, dismiss a resident from the facility until they notify the supervision officer or the parole/probation office by phone. The facility should only dismiss a resident for substantial and documented reasons. Use of the Behavior Sanction Guide must be documented.

H. Facility staff will notify the supervision officer (or his/her office) immediately of any resident's violent or threatening behavior and endangerment of others, by phone and email

I. Facility staff will notify the supervision officer (or his/her office) by phone and email immediately of any awareness or discovery of a resident's abscond or escape. Failure to be present for facility count without a justifiable and documentable reason will be treated as an abscond.

J. The Housing Manager will arrange onsite visits and inspections (initial and periodic, announced and unannounced), review reports of critical incidents involving or concerning ACC residents, and make objective recommendations.

K. The facility will notify the Housing Manager of any employee additions with information needed to complete a criminal background check prior to offering employment. Acc.housing@arkansas.gov

L. Arkansas Community Correction shall, at all reasonable times, have the right to enter the facility's work and living areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

IX. **PREA COMPLIANCE.** Contracted facilities with populations consisting of at least 50% ACC residents for a majority of the contract year must pursue compliance with PREA standards for community confinement.

X. **CONTRACT COMPLIANCE.** The owner/operator/manager of the facility must comply with all requirements/agreements of the Request for Qualifications/Contract.

XI. **EQUAL OPPORTUNITY.** Housing facilities' accommodations and services must be provided without regard to race, color, gender, religion, age, national origin, genetic information, disability or other biases prohibited by state or federal law.

XII. HOUSING FACILITY PROGRAM REQUIREMENTS, REIMBURSEMENTS, AND FACILITY REQUIREMENTS.

A. Transitional Housing.

1. **Programming:** The vendor is expected to provide a minimum of 12 hours of applicable programming per week that identifies criminogenic needs, such as people, places or things that could cause criminal behavior. Programming can be provided through referrals to local service providers and in-house classes. This programming must include:

   a. Substance abuse education
   b. Education
   c. Family reunification
   d. Thinking patterns

2. **Acceptance of Residents.** Licensed transitional facilities must review and accept all submitted applications, unless justifiable reasons are present. Justifiable reasons include, but are not limited to, acceptance of a resident which would result in the violation of any city, county, or state laws. The transitional facility must provide the reason for denial to the ACC Housing Manager and the inmate applicant, in writing.

3. **Find Good.** All Transitional Housing Facilities must use Find Good, the online application process contained in The Good Grid, for inmate acceptance/denial to the facility. Each facility must appoint a person of contact capable of accepting and denying resident applications. The facility must provide justification for denial of placement through the find good system to the Housing Manager.

4. **Performance Standards.**

   Failure to meet or exceed these performance standards may result in sanctions placed on the facility. Reentry Facilities must meet or exceed the following performance standards to remain in compliance.

   a. Maintain a 90% employment rate for residents at completion of the six-month program.
   b. Maintain a 90% stable housing rate for residents at completion of the six-month program.
   c. Maintain a recidivism rate not less than 20% lower than the statewide recidivism rate.

5. **Resident Employment.** The vendor is required to aid the resident in seeking employment including use of The Good Grid for resume writing and employment searches.

   The resident must be at the facility for seven days prior to beginning employment. The resident must have full-time employment by day 30 and maintain full time employment through the duration of his/her time at the transitional housing facility.

6. **Staffing Requirements.**

   Licensed transitional houses must have trained staff (paid or volunteer) on premises to provide 24-hour supervision, 7 days a week. Facilities must maintain a staff to offender ratio of no less than 1 to 25 at all times.

   The facility must post staffing hours and must comply with posted staffing hours.

7. **Transportation.** Facilities must provide necessary transportation to the parole office, interviews, work sites, medical and mental health appointments and off-site programming.

8. **Billing ACC.** When a Transitional Housing Facility has met the conditions of licensure and has been approved by the Office of State Procurement for payment as a vendor, ACC will reimburse the facility for resident housing at the approved reimbursement rate for up to 90 or 120 days, depending on the classification of the offender, from the date of release from an ADC or ACC facility.

   A facility may not bill ACC for housing a resident prior to their approval as a vendor. The billing process will follow the instructions stated on the Request for Qualification and may include the use of electronic monitoring for residential verification.

During a period of license suspension, payment may be withheld or reduced pending satisfactory implementation of a corrective action plan that must be approved by ACC.

ACC will reimburse licensed Transitional Housing Facilities according to the following schedule:

a. Payment will be made for a resident's date of arrival to the facility; ACC will not be responsible for payment for a resident's date of departure.

b. ACC will not reimburse licensed Transitional Housing Facilities for residents assessed as a low risk for recidivism, unless prior approval from ACC Director. Risk levels will be determined by ACC risk assessment.

c. Moderate risk, High risk, level 1 and level 2 sex offenders:
Length of stay: 90 days
Daily Per Diem Reimbursement paid by ACC:

- Days 1-45: $30.00/day
- Days 46-90: $20.00/day

d. Level 3 and level 4 sex offenders:
Length of stay: 120 days
Daily Per Diem Reimbursement paid by ACC:
- Days 1-60: $50.00/day
- Days 61-120: $40.00/day

9. **Billing Offenders.**

On days when ACC is being billed for per diem, an offender may be billed for up to $14.00/day starting on the first day of full time employment and for subsequent days while employed full time. An offender must work a minimum of 40 hours per week to be considered full time.

When ACC has been billed for the maximum number of reimbursable days, the facility may charge an offender up to $30.00 per day.

In addition, residents may be charged a maximum of $2.00 per day on days the resident is transported. The $2.00 fee covers round trip transportation to the parole office interviews, work sites, medical and mental health appointments and off-site programming.

Residents, their families, and any other financial source may not be charged any additional admission, filing, or entry fees, fees for services, or fines for policy violations.

10. **Offender Counts.**

Transitional Housing Facility staff must complete and document daily scheduled and unscheduled counts. Residents not present during count must be accounted for through sign out logs and/or approved employment schedules. Counts must be conducted at least twice per shift and at every shift change for the housing facility.

11. **Food Service.**

Licensed transitional facilities must provide 3 meals per day for each resident with at least one meal being hot. Total calories for the day must total at least 2,500.

Facility may be required to provide a menu at ACC request.

12. **Drug Testing.**

Facility staff must conduct drug test at least once weekly of all residents.

B. **Self-Governed Transitional Housing Facilities.**

1. **General.** The facility must provide the time, peer support and structured living environment necessary for long-term recovery.

2. **Written Procedures.** The facility must have detailed procedures at the facility for operation by the residents.

3. **Programming.** The Self-Governed Housing Facility is expected to provide a minimum of 15 hours of applicable programming per week per offender that addresses identified criminogenic and other needs of the residents at the facility. Programming can be provided through referrals to local service providers and in-house classes. Applicable programming must include, but is not limited to:

   - Substance abuse education
   - Education services
   - Family reunification
   - Thinking patterns

4. **Resident Employment.** Residents must not be denied the opportunity to seek and obtain meaningful, legal, and gainful employment. Following the program orientation period, the resident is allowed to seek full time employment of 40 hours per week, unless it conflicts with conditions of release.

5. **Billing Residents.** Residents may be charged a self-pay per diem rate up to $30.00 per day. In addition, residents may be charged a maximum of $2.00 per day for the actual costs of transportation. The $2.00 fee covers round trip transportation to the parole office, employment interviews, and medical and mental health appointments.

   Residents, their families, and any other financial source may not be charged additional admission, filing, or entry fees or fees for services, or fines for policy violations.

6. **Billing ACC.** No ACC funding will be provided for the operation of a Self-Governed Housing Facility.

7. **Food Service.** Licensed facilities must provide 3 meals per day with at least one meal being hot. Total calories for the day must be at least 2,500.

8. **Drug Testing.** Drug testing of parolees or probationers will be conducted by staff at least bi-weekly.

9. **Staffing.** Self-Governed Housing Facilities are exempt from 24-hour staff coverage.

C. Subsequent Transitional Housing Facilities.

1. **Programming.** The Subsequent housing facility is expected to provide a minimum of five hours of applicable programming per week per offender that addresses identified criminogenic and other needs for residents at the facility. Programming can be provided through referrals to local service providers and in house classes. Applicable programming should include, but is not limited to:

   - Substance abuse education
   - Education
   - Family Reunification
   - Thinking Patterns

2. **Billing ACC.** No ACC funding will be provided for the operation of a Subsequent Housing Facility.

3. **Rent.** Rent for Subsequent Housing must be outlined in an lease agreement and cannot exceed $600.00 per resident, per month. Utilities must be included in the cost of rent. A copy of the lease must be submitted to the ACC Housing Manager for approval.

4. **Drug Testing.** Residents must be drug tested at a minimum of once weekly by staff of the Transitional or Reentry Facility responsible for the Subsequent House. A separate log must be maintained at the responsible Transitional or Reentry Facility.

5. **Subsequent Housing Staffing**. Subsequent Housing Facilities are exempt from 24-hour staff coverage.

6. **Inspections.** Inspections must be conducted by a facility owner or staff member at a minimum of twice monthly. The inspection must be documented and records maintained at the Transitional or Reentry Facility responsible for the Subsequent House.

XIII. ATTACHMENTS/FORMS:

Form: Transitional, Reentry, Subsequent, and Self-Governed Housing Facility Checklist

Arkansas Community Correction

TRANSITIONAL, REENTRY, SUBSEQUENT, AND SELF-GOVERNED HOUSING FACILITY CHECKLIST

Facility Name: _____ **Date:** _____

During initial license inspections, annual renewal inspections and unannounced visits by ACC staff, this checklist will be used. The inspections will not be limited to these items. Checklist items apply to all housing types unless otherwise indicated.

Copies of license or inspection by/from: _____ Inspector's Initials: _____

1. Fire/Safety Inspection. Annually.	
2. Health Department/Food Service Inspection. Annually.	
3. Business License. Initial license and after remodel or repair.	
4. Plumbing Code. Initial license and after remodel or repair.	
5. Electrical Code. Initial license and after remodel or repair.	
6. Compliance with applicable zoning and Special Use Permit requirements	
7. Public Hearing.	
8. Copy of transportation vehicles' insurance.	
9. Copy of Lease agreement for Subsequent houses only.	
10. List of all staff and volunteers for background check (owner/operator must obtain/maintain consent to release information from staff and volunteers.	
11. Itemized list of products or items and their cost sold to residents, if applicable	
12. Copies of facility disaster plans, evacuation plans, and contingency plans for operations if the facility must be abandoned.	
13. Copy of policy stating the facility will comply with subpoenas, court orders, arrest warrants.	
14. Copy of policy stating notification of ACC Supervising Officer when a resident escapes or absconds from the facility, or prior notification if discharged.	
15. Copy of facility Policy and Procedure Manual that is unique to this facility for Transitional, Subsequent, and Reentry houses only.	
16. Copy of facility resident handbook/orientation materials including facility rules, curfews, admission procedures, and consequences for violations.	
17. Copy of programming curriculum.	
18. Admission and discharge policies and procedures.	
19. Proof the facility is pursuing PREA compliance [not applicable for Subsequent Houses].	

20. If applicable, is the facility ADA compliant?	
21. Are resident records confidential, uniform in format and content, and properly secured?	
22. Copy of policy stating passes/furloughs for residents are approved by the ACC Reentry Officer [Not applicable for Self-Governed or Subsequent Houses].	
23. Proof of policy stating that facility services are equal opportunity and provided without regard to race, color, gender, religion, age, national origin, genetic information, disability or other biases prohibited by state or federal law.	
24. Copy of staff listing and staffing hours [not applicable for Subsequent Houses].	
25. Inspection team proof of adequate space in sleeping rooms for the number of occupants (minimum 50 square feet per intended occupant) [not applicable for Subsequent Houses].	
26. Inspection team proof of individual storage space for residents' clothing and personal items.	
27. Inspection team proof of minimum ratio of bathrooms (meaning sink, toilet, shower) to residents (1 to 8).	
28. Adequate laundry facilities at or near the Transitional/Reentry Housing Facility.	
29. Inspection team proof of signs posted at all entrances banning weapons except for law enforcement officials/officers.	
30. Inspection team proof of facility being equipped with First Aid Kit, fire alarms and that fire suppression equipment continues to comply with annual Fire Inspection.	
31. Proof of vendors' contractors for employment.	
32. Adequate kitchen facilities.	
33. Adequate space for programming.	
34. Adequate space for break room/day room.	
35. Bulletin board prominently displayed in the facility with postings of rules, fire evacuation plans, emergency protocols, PREA information, and emergency staff contact information.	
36. Inspection Team proof that medication not approved to be kept on person is behind double locks. (All narcotic, psychotropic, and diabetic supplies including syringes, lancets and insulin must be secured behind double locks.) [Not applicable for Subsequent Houses].	
37. Facility must be accessible by residents and ACC staff 24 hours per day.	
38. Check or Money Order attached to application in the correct amount.	

Notes: _____