



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

REQUEST FOR PROPOSALS (RFP)

FOR

**Residential Substance Use Disorder Treatment and
Behavioral Health Program for Clay County (Judicial Circuit 4), Alachua
County (Judicial Circuit 8) and Bradford County (Judicial Circuit 8)**

FDC RFP-19-044

**RELEASED ON
July 11, 2019**

**By the:
Florida Department of Corrections
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399-2500
(850) 717-3700**

**Refer ALL Inquiries to
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TIMELINE
FDC RFP-19-044

EVENT	DUE DATE	LOCATION
Release of RFP	July 11, 2019	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Pre-Proposal Conference (Non-Mandatory)	July 23, 2019 at 10:00 a.m., Eastern Time (ET)	Florida Department of Corrections Bureau of Procurement, Lacy Perkins 501 South Calhoun Street Tallahassee, FL 32399 Call-in Telephone Number: (888) 585-9008 Participant Code: 701874802
Last day for written inquires to be received by the Department	July 26, 2019 prior to 5:00 p.m., Eastern Time (ET)	Submit to: Florida Department of Corrections Bureau of Procurement, Lacy Perkins purchasing@fdc.myflorida.com
Anticipated Posting of written responses to written inquires	August 27, 2019	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Proposals Due and Opened	September 12, 2019 at 2:00 p.m., Eastern Time (ET)	Florida Department of Corrections Bureau of Procurement, Lacy Perkins 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	September 18, 2019 at 2:00 p.m., Eastern Time (ET)	Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Recommended Award	November 5, 2019	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 - INTRODUCTORY MATERIALS

1.1 Background

Section 945.025(1), Florida Statutes (F.S.), gives the Florida Department of Corrections (Department) responsibility for the supervision of Offenders. As of December 31, 2018, the State of Florida had a current total Offender population of approximately 103,501, all of whom are under community supervision.

The Residential Substance Use Disorder Treatment and Behavioral Health Program (Program) is a community-based Program for Offenders in need of these services, utilizing the Therapeutic Community (TC) Model with a Trauma-Informed Care Approach. All substance use disorder treatment services must be licensed in accordance with Chapter 65D-30, Florida Administrative Code (F.A.C.), and any subsequent revisions, as a Residential Level II Substance Use Disorder Treatment Program. The goal of this Program is to offer services and treatment interventions, in a supervised, and treatment-supported environment, to motivate and assist Offenders in their personal recovery from substance use disorders, allowing them to reintegrate and obtain employment in the community.

All Offenders receiving services under any resulting Contract are court ordered by the sentencing or releasing authority, required by or through Interstate Compact, required by a pre-trial intervention program, or referred by their Probation Officer as a result of a Department-identified need for substance use disorder treatment. All Offenders referred, are approved by the Department prior to receiving services. When an Offender engages in the Department's Program, the Offender receives intensive substance use disorder treatment and reentry/employment services. The Offender will also receive Mental Health Overlay Services, if applicable to the Offender's individual needs, and as contracted by the Department.

1.2 Statement of Purpose

The Department is requesting Proposals from qualified, responsive, and responsible Vendors, to provide residential substance use disorder treatment and behavioral health services, utilizing the TC Model, to Offenders in all, or a combination of, Clay County (Judicial Circuit 4), Alachua County (Judicial Circuit 8) and Bradford County (Judicial Circuit 8). These services shall be made available to male and female Offenders, as specified in this RFP. The Vendor shall give priority Program placement to Offenders who have served as members of the United States Armed Forces in either an Active, Reserve, or National Guard status. The Vendor may place other eligible Offenders in the Program if space is available.

The Department is requesting Proposals, from qualified Vendors, who have a minimum of three (3) years of business/corporate experience, within the last five (5) years, in the provision of residential treatment of substance use and Mental Health Overlay Services, to the criminal justice population.

The Department intends to award one (1) or more Contract(s), from this RFP, in Clay County (Judicial Circuit 4), Alachua County (Judicial Circuit 8), and Bradford County (Judicial Circuit 8), as described in the Mandatory Service Site Location table below, based on available funding. Vendors must propose a service location(s) located within one of these Counties to be considered for an award.

Circuit	Service Location	*Estimated Number of Total Contracted Beds	**Estimated Number of Funded Male Beds	***Estimated Number of Funded Female Beds	****Estimated Number of Funded Mental Health Overlay Service Beds, if applicable, (non-gender specific)	Anticipated Contract Start Dates
4	Clay County	Up to 52	Up to 22	Up to 10	Up to 20	No later than six (6) months after the Anticipated Posting of Recommended Award is posted
8	Alachua County	Up to 52	Up to 22	Up to 10	Up to 20	No later than six (6) months after the Anticipated Posting of Recommended Award is posted
8	Bradford County	Up to 52	Up to 22	Up to 10	Up to 20	No later than six (6) months after the Anticipated Posting of Recommended Award is posted

The Department's goal is to establish a Contract(s) with a Vendor who has the capability to serve an estimate of 22 male Offenders, 10 female Offenders, and 20 Mental Health Overlay Service beds for Offenders (non-gender specific), if applicable. However, the Department understands that due to circumstances beyond anyone's control this may not always be possible. When there are no female Offenders available to meet the estimated number of funded female beds, and/or there are no Offenders available to meet the estimated number of funded co-occurring beds, the Department will allow the contracted beds to be filled with male Offenders provided the areas for male and female beds are segregated.

***Estimated Number of Total Contracted Beds:** The maximum number of residential treatment beds that will be funded for any resulting Contract with a specific Vendor within one (1) of the specified service locations as indicated in the RFP.

****Estimated Number of Funded Male Beds:** The approximate number of contracted residential treatment beds for male Offenders that the Department is funding for any Contract(s) resulting from this RFP.

*****Estimated Number of Funded Female Beds:** The approximate number of contracted residential treatment beds for female Offenders that the Department is funding for any Contract(s) resulting from this RFP.

******Estimated Number of Funded Mental Health Overlay Services Beds:** The approximate number of contracted Mental Health Overlay Service beds (non-gender specific) that the Department is funding for any Contract(s) resulting from this RFP.

The Florida legislature has appropriated \$1,000,000.00 annually for these programs. The current Statewide average per diem rate for a residential treatment bed is \$49.38 per day, per occupied bed. The current Statewide average additive rate for a Mental Health Overlay Services bed is an additional \$12.58 per day, per occupied bed. The

Department will not pay more than an additive of \$15.00 over the residential treatment bed rate per day, per occupied bed, for Mental Health Overlay Services. The per diem, per occupied bed, is paid on the day of admission, and throughout the Offender's treatment, but not on the day of discharge.

1.3 Definitions

The following terms used in this RFP, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.3.1 **Clinical File**: The file developed and maintained by the Vendor, for each Offender engaging in the Program, that contains clinical treatment information in accordance with Chapter 65D-30, F.A.C., 42 Code of Federal Regulations (C.F.R.), Part 2, Subsection 297.501(7), F.S., and additional programmatic requirements for each Offender.
- 1.3.2 **Comma-Separated Values (CSV)**: A plain text file format where each record consists of one or more fields that are separated by commas.
- 1.3.3 **Community Based Residential Treatment Program Guide (Guide)**: The Department's guide which outlines the Program design and structure of the Department's residential licensed treatment programs and is provided as Attachment XIII. The Successful Vendor is required to provide services in accordance with the Guide, and any subsequent revisions thereto.
- 1.3.4 **Community Supervision Program Referral (Form DC5-404)**: The Department-required form that serves as the official record for the Offender's file and is used to document treatment referral, evaluation, outcome, and discharge. The form may be completed and submitted in an electronic format.
- 1.3.5 **Comprehensive Program Evaluation**: An in-depth contract compliance monitoring technique, conducted a minimum of once per Fiscal Year (FY) by the Department's Contract Manager, or designee, completed to document the Vendor's compliance with the terms of any resulting Contract(s), and to evaluate overall Program functioning. The frequency of monitoring will be at the discretion of the Department's Contract Manager, or designee, in accordance with the Department's procedures.
- 1.3.6 **Contract**: The agreement between a Successful Vendor and the Department resulting from this RFP.
- 1.3.7 **Contract Manager**: The person designated by the Department as responsible for performance oversight of any resulting Contract.
- 1.3.8 **Contract Non-Compliance**: Failure to meet or comply with any requirement or term of any resulting Contract.
- 1.3.9 **Contract Quality Assurance Program Manager**: The Department's staff person responsible for the oversight of all quality assurance aspects of any resulting Contract.

- 1.3.10 Corrective Action Plan (CAP):** A Vendor's written comprehensive plan to remedy deficiencies discovered during any resulting Contract monitoring and/or discovered at any time during the term of any resulting Contract.
- 1.3.11 Day:** Calendar day, unless otherwise stated.
- 1.3.12 DC Number:** The Florida Department of Corrections Identification Number assigned to an Offender.
- 1.3.13 Deliverables:** Those services, items and/or materials provided, prepared, and delivered to the Department during any resulting Contract performance. Deliverables are specifically described in Section 2.12 of the RFP.
- 1.3.14 Department:** The Florida Department of Corrections (FDC).
- 1.3.15 Evaluation Methodology:** The process utilized by the Department to evaluate the portions of the Responsive Proposal against pre-determined, established evaluation criteria, in order to determine scores and final ranking of qualified, responsive Vendors.
- 1.3.16 Evidenced-Based Practices:** Service approaches, or utilization of curriculums, that have been validated by some form of documented scientific evidence, and specific outcome measures. Evidenced-based practices and/or curriculums stand in contrast to approaches that are based on tradition, convention, belief, and/or anecdotal evidence.
- 1.3.17 Fiscal Year Contract Value:** The maximum number of authorized bed days multiplied by the per diem rate, for a Fiscal Year (FY).
- 1.3.18 HIPAA:** The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requires the United States Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The awarded Vendor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.
- 1.3.19 Initial Treatment Plan:** A preliminary written plan of goals and objectives intended to inform the Offender of service expectations, and to prepare the Offender for service provision.
- 1.3.20 Individual Treatment Plan:** An individualized written plan of action that directs treatment services, and is based on an assessment and input from the Offender. This Plan also establishes goals and corresponding measurable objectives, timeframes for completing objectives, and the type and frequency of services to be provided.
- 1.3.21 Licensed Clinician:** Individuals licensed by the Florida Department of Health (DOH) pursuant to Chapters 490 or 491, F.S., and authorized to evaluate, assess, diagnose, and treat emotional and mental health overlay disorders.
- 1.3.22 Licensure:** The statutory or regulatory authority to provide substance use disorder treatment programs to Offenders.

- 1.3.23 Licensure Inspection:** An on-site inspection, of the licensed Program, conducted by the Florida Department of Children and Families (DCF) and a review of the service components provided to monitor and ensure the Vendor's level of compliance with licensure standards.
- 1.3.24 Local Quality Assurance Coordinator (LQAC):** A specific Department staff member located in the field/region, designated by the Contract Quality Assurance Program Manager, or designee, to assist in monitoring the performance of the Vendor under any resulting Contract.
- 1.3.25 Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the Vendor to be responsive to this solicitation. Failure to meet these responsiveness requirements will cause rejection of a Proposal.
- 1.3.26 Material Deviations:** A deviation is material if, in the Department's sole discretion, the deviation provides a substantial competitive advantage to one (1) Vendor over other Vendors, has a potentially significant effect on the quality or quantity of services sought, or the cost to the Department.
- 1.3.27 Mental Health Overlay Services:** Services that are designed to, and have the capability to, treat Offenders with a diagnosis of a substance use disorder and a concurrent diagnosis of a psychiatric disorder.
- 1.3.28 Minor Irregularity:** A variation from the RFP terms and conditions which does not have a significant affect on the price of the Proposal or the quality of services sought; does not give the Vendor a substantial competitive advantage or benefit not enjoyed by the other Vendors, and does not adversely impact the interests of the Department.
- 1.3.29 Occupied Bed:** A bed occupied by a Department-approved Offender who is participating in Program services.
- 1.3.30 Offender:** An individual who is under community supervision with the Department.
- 1.3.31 Primary Counselor:** An employee who is part of the Vendor's clinical staff, and who has primary responsibility for delivering and coordinating clinical services for specific Offenders.
- 1.3.32 Prison Rape Elimination Act (PREA):** Title 28 of the Code of Federal Regulations (C.F.R.), Part 115, National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
- 1.3.33 Proposal:** Any response to this RFP submitted by a Vendor.
- 1.3.34 Qualified Professional:** A physician licensed under Chapter 458 or 459, F.S., a practitioner licensed under Chapter 490 or 491, F.S., or a person who is certified through a Department-recognized certification process, as provided for in

Subsection 397.311(25) and Section 397.416, F.S. Individuals who are certified are permitted to serve in the capacity of a Qualified Professional, but only within the scope of their certification.

- 1.3.35 **Quality Improvement Program**: A systematic and organized approach to monitor and continuously improve the quality of services in order to maintain, restore, or improve outcomes in individuals and populations throughout a system of care.
- 1.3.36 **Quarterly**: The periods of January to March, April to June, July to September, and October to December, unless otherwise stated.
- 1.3.37 **Recovery Capital**: The internal and external resources necessary for an Offender to achieve and maintain recovery from substance use and mental health overlay disorders, as well as make behavioral changes. Recovery Capital recognizes that a variety of elements can support or jeopardize recovery; these include social networks, physical, human, cultural, and community issues. Recovery Capital differs from individual to individual and may change over time.
- 1.3.38 **Relapse Prevention**: A type of substance use disorder treatment program that includes therapeutic activities designed to foster greater awareness of the Offender's substance use disorder patterns, warning signs of regression, and coping skills to support recovery from substance use disorder.
- 1.3.39 **Responsible Vendor**: A Vendor who has the capability in all respects to fully perform the requirements of any resulting Contract, and the integrity and reliability that will ensure good faith performance.
- 1.3.40 **Responsive Proposal**: A Proposal, submitted by a responsive and responsible Vendor, that conforms in all material respects to the solicitation.
- 1.3.41 **Risk Behavioral Interventions**: Interventions that are concerned with the reduction in risk and the change in behaviors.
- 1.3.42 **Service Area**: The State's Judicial Circuit(s), wherein the services requested in this RFP are required to be delivered to the Department.
- 1.3.43 **SPECTRUM**: The Department's Risk Needs Assessment tool that is utilized to identify an Offender's criminogenic needs.
- 1.3.44 **Subcontract**: An agreement entered into by the Vendor with any other person, or organization, that agrees to perform any obligation for the Vendor under the terms of any resulting Contract.
- 1.3.45 **Subsistence**: A Department-approved fee that the Vendor may charge to Offenders in the Employment/Reentry Component of the Program if they are employed full-time in the community. This may be charged when they begin employment and may not be retroactive to the date of Program entry.
- 1.3.46 **Successful Vendor**: A legally qualified corporation, partnership, or other entity, that will be performing as the Vendor under any Contract resulting from this RFP.

- 1.3.47 Supervising Probation Officer:** The Offender's assigned correctional officer who ensures that the conditions of the probation are met.
- 1.3.48 Therapeutic Community Model:** Therapeutic communities (TCs) have a recovery orientation, focusing on the whole person and overall lifestyle changes, not simply abstinence from drug use. This orientation acknowledges the chronic, relapsing nature of Substance Use Disorders (SUDs) and holds the view that lapses are opportunities for learning.
- 1.3.49 Trauma-Informed Care Approach:** Services that are delivered in a way that avoids inadvertent re-traumatization and facilitates client empowerment and engagement in treatment. Trauma-specific interventions are designed specifically to address the consequences of trauma in the individual, and to facilitate healing. Treatment programs generally recognize the client's need to be respected, informed, connected, and hopeful regarding their own recovery; the interrelation between the trauma and symptoms of trauma (e.g. substance use, eating disorders, depression, anxiety, etc.) and the need to work in a collaborative way with survivors (also with family and friends of the survivor) and with other human service agencies in a manner that will empower survivors and consumers.
- 1.3.50 Value-Added Services:** Additional services and/or commodities the Vendor may offer the Department, in addition to the services and/or commodities expressly required by this RFP, including those that may be unknown to the Department at this time, and are within the general scope of this RFP. Value-added services are offered at no additional cost to the Department or Offender.
- 1.3.51 Vendor or Respondent:** A legally qualified corporation, partnership, or other entity submitting a Proposal to the Department pursuant to this RFP.

1.4 Implementation

The Vendor must have the capability to implement services, as described herein, no later than six (6) months after the Anticipated Posting of Recommended Award, unless an alternative timeframe is approved by the Department.

1.4.1 Facility/Site Requirements Certification/Attestation

Prior to final Contract execution and implementation of services, the Department will verify that the awarded Vendor's facility complies with the requirements of Section 1.2, Section 2.6.4, and Attachment VI, "Facility/Site Requirements Certification/Attestation Page" of this RFP, all applicable county and city zoning requirements, all other relevant requirements of this RFP, and any other requirements necessary to operate. The Vendor must complete and return Attachment VI when submitting their response to this RFP.

- 1.4.1.1** In the event the Successful Vendor proposes a facility that is ready for start-up, subsequent to the Posting of Recommended Award, a preliminary facility site inspection will be scheduled by the Department. This preliminary site visit will be scheduled no later than 15 business days after the Posting of Recommended Award is advertised. The Vendor will have a written report of the preliminary findings within three (3) business days of the preliminary inspection. A final site inspection will occur no later than 60 business days after the Posting of Recommended Award. Failure on the part of the Vendor

to correct any deficiencies found and noted as a result of the preliminary facility site inspection may result in rescission of an Award. The Department reserves the right to amend these timeframes as it deems appropriate.

After completion of the final inspection, the Department will address any specific deficiencies in a written report and allow the Successful Vendor 10 business days from the receipt of the report to correct identified deficiencies. An inspection confirming that all deficiencies have been corrected will then be conducted. Failure to correct deficiencies after 10 business days of receipt of the report may result in rescission of an Award.

1.4.1.2 In the event the Successful Vendor proposes a potential facility, the Vendor will have three (3) months to secure the site and contact the Contract Quality Assurance Program Manager, via email, to initiate a preliminary site visit. This preliminary site visit will be scheduled no later than 15 business days after the Contract Quality Assurance Program Manager is notified. The Vendor will have a written report of the preliminary findings within three (3) business days of the preliminary inspection. A final site inspection will occur no later than 60 business days after the Contract Quality Assurance Program Manager is notified to initiate the preliminary site visit. Failure on the part of the Vendor to correct any deficiencies found and noted as a result of the preliminary facility site inspection may result in rescission of an Award. The Department reserves the right to amend these timeframes as it deems appropriate.

After completion of the final inspection, the Department will address any specific deficiencies in a written report and allow the Successful Vendor 10 business days from the receipt of the report to correct identified deficiencies. An inspection confirming that all deficiencies have been corrected will then be conducted. Failure to correct deficiencies after 10 business days of receipt of the report may result in rescission of an Award.

1.5 Contract Term

The initial term of any Contract(s) resulting from this RFP shall be for five (5) years.

1.6 Contract Renewal

The Department may renew any Contract resulting from this RFP for up to five (5) years, or portions thereof, in accordance with Section 287.057(13), Florida Statutes (F.S.), at the same prices, terms, and conditions. If the Department makes the determination to renew any Contract resulting from this RFP, it will provide written notice to the Vendor, no later than 90 days prior to the Contract expiration date.

1.7 Conflicts and Order(s) of Precedence

All Proposals are subject to the terms of the following sections of this RFP, which in case of conflict shall have the following order of precedence:

- a) Addenda, in reverse order of issuance;
- b) Request for Proposal, including attachments;
- c) General Contract Conditions (Form PUR 1000) (Section 4.1); then
- d) General Instructions to Respondents (Form PUR 1001) (Section 3.1).

1.8 Vendor Inquiries

Questions related to this RFP must be received, in writing via email, by the Procurement Officer listed below, within the time indicated in the Timeline. Oral inquiries, or those submitted after the period specified in the Timeline, will not be acknowledged. All inquiries shall be labeled with the solicitation title and number in the subject line of the email.

Responses to questions will be posted on the Vendor Bid System (VBS), on or about the date referenced in the Timeline. The VBS is located at http://vbs.dms.state.fl.us/vbs/main_menu.

Procurement Officer Contact Information

Lacy Perkins, Procurement Officer
Bureau of Procurement
Florida Department of Corrections
Email: purchasing@fdc.myflorida.com

Vendors to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response, Section 287.057(23), F. S.

Any person requiring special accommodation in responding to this solicitation, because of a disability, should call the Bureau of Procurement, at (850) 717-3700, at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare Proposals accordingly.

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SECTION 2.0 - SCOPE OF WORK

2.1 Scope of Services - General Description of Services

The Residential Substance Use Disorder Treatment and Behavioral Health Program Services are designed to provide residential treatment of substance use disorder utilizing a TC Model and Mental Health Overlay Services, if applicable. The services required include a substance use disorder intensive treatment component, substance use disorder reentry/employment services, and may include Mental Health Overlay Services, if applicable, and other services described herein. The Program shall also utilize a Trauma-Informed Care Approach, as defined in Section 1.3.49.

All services to be performed by the Vendor under any resultant Contract, shall meet or exceed the minimum requirements outlined in this RFP.

2.2 Rules and Regulations

The following laws, rules, and regulations are incorporated herein by reference, and made part of the resulting Contract, as if fully stated.

2.2.1 All Substance Use Disorder Treatment Services, and Mental Health Overlay Services, provided under any resulting Contract, must meet the applicable requirements of Title 42 C.F.R. Part 2; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Standards for Privacy of Individually Identifiable Health Information, Title 45 C.F.R., Parts 160, 162 and 164, Chapters 397 and 415, F.S.; Chapters 33 and 65D-30, F.A.C.; Code of Ethics and Conduct for Addiction Professionals of Florida, Florida Certification Board, any applicable court orders, Attachment XIII, the Guide, policy guidelines, instructional manuals, any subsequent revisions, and/or addenda to those documents, and any additional applicable local, State, and federal laws, rules, and regulations. In addition, services, licensing, and Program requirements must be provided in accordance with any applicable court orders, Attachment XIII, the Guide, and any subsequent revisions or addenda; the updated version will take precedence. The Vendor and the Department shall work cooperatively to ensure service delivery is made in complete compliance with all such mandates and requirements. Should changes occur during any of the resulting Contract, the updated regulations and requirements will take precedence.

2.2.2 The Successful Vendor shall have, or shall obtain, the required licensure and accreditation to provide residential substance use disorder treatment Services, in accordance with Chapter 397, F.S., and Chapter 65D-30, F.A.C., that meet or exceed the requirements, as outlined herein, and all related materials and subsequent revisions and addenda. For the purposes of this RFP, the Department will accept a copy of the application for licensure with DCF, or the Vendor's plan to acquire the licensure, with the understanding and commitment of the Vendor that the required license will be obtained, as outlined in Section 2.2.4, prior to any resulting Contract execution. The Vendor shall be responsible for all costs associated with licenses and accreditation required for the Program.

2.2.3 The Vendor shall ensure that all staff providing services under the resulting Contract comply with prevailing ethical and professional standards, and the statutes, rules, procedures, and regulations relevant to the provision of services.

- 2.2.4** The Vendor shall pay for all costs associated with local, State, and federal licensing, permits, and inspection fees required to provide services. All required permits and licenses shall be current, maintained on-site, and a copy submitted to the Department's Contract Manager, or designee, upon request.
- 2.2.5** The Vendor agrees to modify its service delivery in order to meet or comply with changes required by operation of law, due to changes in practice standards or regulations, or as a result of legal settlement agreement, consent order, or change in the Department's mission. Any changes in the Scope of Service required to ensure continued compliance with State or federal laws, statutes, or regulations, legal settlement agreement, or consent order, or Department policy, will be made in accordance with Section 4.27, Modification after Contract Execution.
- 2.2.6** The Vendor's facility shall be in compliance with Chapter 69A-44, F.A.C., which establishes the minimum fire standards for residential alcohol and drug use disorder treatment and prevention programs, mental health residential treatment facilities, and crisis stabilization units.
- 2.2.7** The Vendor shall comply with all provisions of the Americans with Disabilities Act (ADA). This includes provisions referencing both employment and public service agencies (Titles I and II), as well as, any other applicable provision.
- 2.2.8** The Department has the exclusive right to make any and all determinations which it deems necessary to protect the best interests of the State and the health, safety, and welfare of the Department's Offenders, the general public, and all who are served by the Department, either directly or indirectly, through the Program services provided under any resulting Contract. The absence of the Department setting forth a specific reservation of rights does not signify that all other areas of the Program services resulting from any resulting Contract are subject to mutual agreement.
- 2.2.9** The Vendor shall comply with the Department's policy regarding "Non-Discrimination," which states, "No person on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from engagement in, be denied the benefits or the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract."
- 2.2.10** The Vendor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of any Contract(s) resulting from this RFP. This shall include, but is not limited to, worker's compensation, general liability coverage, and property damage coverage. The Department must be an additional named insured on the Vendor's insurance related to any Contract(s) resulting from this RFP.

2.3 Confidentiality

The Vendor shall maintain confidentiality with reference to Offenders receiving services, in accordance with all applicable local, State, and federal laws, rules, and regulations. The Vendor shall ensure all information and records obtained in the course of providing

services to Offenders shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

2.4 Department Responsibilities

- 2.4.1** The Department shall complete Section I of the Community Supervision Program Referral Form, DC5-404, for each Offender approved for the Program, and forward the Form to the Vendor.
- 2.4.2** The Department shall make available to the Vendor, upon request, all non-confidential records and social histories pertaining to referred Offenders, if such records are not otherwise protected from disclosure by law.
- 2.4.3** The Department shall provide, upon execution of any resulting Contract, a copy of all Department forms necessary to comply with Section 2.13, Reporting Requirements.

2.5 Vendor Administrative Responsibilities

- 2.5.1** The Vendor shall furnish its own supportive services (e.g., secretarial or clerical staff).
- 2.5.2** The Vendor shall provide its own Internet access and maintain a current, active email address at all times for the duration of any resulting Contract.
- 2.5.3** The Vendor shall be responsible for providing and paying for the following items, including, but not limited to:
 - a. Office supplies;
 - b. Office equipment; and
 - c. Forms, as required.
- 2.5.4** Copies of new or renewed residential substance use disorder treatment licenses shall be provided to the Department's Contract Manager, or designee, upon receipt from DCF. The DCF Licensure Site Visit/Audit Report and the required Accreditation Report shall be submitted to the Department's Contract Manager, or designee, within 30 days of its receipt from DCF.
- 2.5.5** The Vendor shall ensure that Program interventions, policies, and staff training reflect a Trauma-Informed Care Approach, as defined in Section 1.3.48 and utilizing a TC Model, as defined in Section 1.3.47.

2.6 Service Location(s) and Service Times

2.6.1 Service Location(s)

- 2.6.1.1** The Service Location(s) shall be at a facility/site located within the geographical boundary of Clay County (Judicial Circuit 4), Alachua County (Judicial Circuit 8) and Bradford County (Judicial Circuit 8).
- 2.6.1.2** The Service Location(s) shall meet all State, county, and city zoning, permitting, and licensing at the time of any resulting Contract execution, as well as other requirements necessary for operation. The Vendor shall

provide such documentation to the Department's Contract Manager, or designee, upon request, at any time during the term of any resulting Contract.

2.6.1.3 In addition, the Vendor shall attest that the address of all locations proposed comply with the requirements outlined in this RFP, and any resulting Contract.

2.6.1.4 The Department reserves the right to review Service Locations for compliance with stated service requirements and must approve the service location(s). Services provided under any resulting Contract(s) must be provided exclusively at Department-approved locations. Service Locations shall be designated in any resulting Contract.

2.6.1.5 The Vendor shall notify the Department of any zoning changes, notices, challenges from zoning bodies, or complaints from citizens or other entities regarding operation of the service location within 72 hours of knowledge or of receiving notification of changes, challenges, or complaints.

2.6.1.6 After any resulting Contract is executed, requests for changes to the Service Location shall be approved via formal communication (written communication between the Department and the Vendor regarding compliance and/or service quality), to include an effective date, by the Department's Contract Manager, or designee. Services shall not be delivered at any new/different location prior to the Vendor's receipt of the Department's approved formal communication. Such approval shall be followed by a formal Contract amendment, in accordance with Section 4.27, Modification after Contract Execution. Compensation will not be provided for services at any changed site prior to approval of the Department's Contract Manager, or designee, via a formal communication.

2.6.2 Service Times

The Vendor shall provide services 24-hours per day, seven (7) days per week, 365 days per year. The Vendor shall provide therapeutic and counseling activities at various times of day to accommodate Offenders' work schedules. The Department's LQAC, or designee, must approve the Program's daily activity schedule and any revisions thereof.

2.6.3 Service Requirements

2.6.3.1 Program Referrals (DC5-404 Form)

2.6.3.1.1 The Department shall refer approved Offenders to the Vendor, in a timely manner within the parameters of any resulting Contract, using the Community Supervision Program Referral Form (DC5-404).

2.6.3.1.2 All Offenders engaging in the Program must be initially approved for placement by the Department, in writing, prior to entrance into the Program. The Department, as the referring party, shall

complete Section I of the Community Supervision Program Referral Form, DC5-404, or its electronic equivalent, and shall forward the Form to the Vendor. The Vendor shall ensure that each Offender referred for services has a DC5-404 Form, with Section I completed. The Department is not liable for payment of services related to any Offender who does not have a Community Supervision Program Referral Form on file with the Vendor.

- 2.6.3.1.3** The Vendor is responsible for completing Sections II and III of the DC5-404 Form, as appropriate, and for returning all completed documents to the Department's Supervising Probation Officer, or designee.
- 2.6.3.1.4** Upon Offender admission to the Program, the Vendor shall complete Section II of the DC5-404 Form and forward a copy, or electronic equivalent, to the Department's Supervising Probation Officer, or designee, within three (3) business days. The Vendor shall retain a copy of this Form in the Offender's clinical record.
- 2.6.3.1.5** Upon an Offender's discharge from the Program, the Vendor shall complete Section III of the DC5-404 form and forward a copy, or electronic equivalent, to the Department's Supervising Probation Officer, or designee, within three (3) business days. The Vendor shall retain a copy of this Form in the Offender's clinical record.
- 2.6.3.1.6** The Vendor shall have a written, achievable, detailed procedure for completing, maintaining, and tracking Offender referrals. This procedure must meet the timeframes and requirements established by the Department.

2.6.3.2 Program Discharge

The Vendor shall develop discharge policies, which clearly define behavioral expectations of the Offender. The policies should thoroughly address full engagement by all Offenders in all Program activities. Additional guidelines for the three (3) types of discharge that the Department recognizes (successful, unsuccessful, and administrative) can be found in Attachment XIII, the Guide.

- 2.6.3.2.1** There are three (3) types of discharge from the Program: successful, unsuccessful, or administrative. The criteria for each type of discharge from the Program are listed below:

- a) Successful Discharge**

- Successful Discharge occurs when an Offender meets all of the following criteria:

- 1. The Offender complied with all Program requirements;
 2. The Offender made satisfactory progress towards the goals of their Individual Treatment Plan; and

The Offender obtained maximum benefit from the Program, as determined by their Primary Counselor and that counselor's clinical supervisor.

b) Unsuccessful Discharge

Unsuccessful Discharge occurs if the discharge is a result of any of the following criteria:

1. The Offender committed a violation of Program rules; or
2. The Offender failed to meet the requirements of a successful discharge as outlined above.

A decision to discharge an Offender unsuccessfully must be clinically based and be approved by the Qualified Professional responsible for supervising the clinical services of the Offender.

c) Administrative Discharge

An Administrative Discharge implies neither success nor failure in the Program. Some of the reasons for which an Offender might be administratively discharged from the Program include, but are not limited to:

1. A medical or mental health condition which prohibits an Offender from engagement in the Program;
2. A clinical determination that the Offender is not in need of services;
3. End of the Offender's sentence;
4. Death of the Offender; or
5. Another approved reason outside of the control of the Offender or Program and unrelated to Program compliance.

2.6.4 Facility Requirements

The Vendor shall provide, at no cost to the Offender (beyond the required Subsistence fee), a facility appropriate for the provision of the following, unless prior approval has been granted by the Department's LQAC, or designee:

2.6.4.1 Housing that includes electricity, central heating and air conditioning, running water (both hot and cold), and access to on-site local telephone service to make and receive calls;

2.6.4.2 Food service that includes three (3) balanced and nutritious meals and one (1) snack per day provided on-site for Offenders, prepared on-site by the Vendor, or prepared off-site by a food service establishment, operating in accordance with all applicable State, and county licensing requirements. Offenders with special nutritional and dietary needs shall be reasonably accommodated. Under no circumstances may food be

withheld for disciplinary reasons. The Vendor shall document and ensure that nutrition and dietary plans are reviewed and approved by a Florida Registered Dietitian, at least annually;

- 2.6.4.3** A dining area in which food may be served and consumed. If meals are prepared on-site, the facility shall include a fully equipped kitchen where the Vendor will prepare meals, and a dining area in which food may be served and consumed. If meals are prepared off-site, the facility shall include a dining area in which food may be served and consumed, as well as a service kitchen (refrigerator, stove/toaster oven/microwave oven, and sink) where the Vendor shall serve meals prepared off-site by a food service establishment, operating in accordance with all applicable State and county licensing requirements;
- 2.6.4.4** Clean, dry, ventilated space, not subject to wastewater back flow, or other contamination, in which to store dry food supplies;
- 2.6.4.5** Maintenance of adequate sleeping space, per Offender, as required by DCF to hold the Licensure for residential care;
- 2.6.4.6** A bed, pillow, mattress, bed linens, towels, and clothing storage area for each Offender;
- 2.6.4.7** Personal hygiene articles for Offenders who cannot provide their own (such as deodorant, shampoo, toothpaste, etc.);
- 2.6.4.8** Operable toilets, sinks, and bathing facilities for Offenders;
- 2.6.4.9** Adequate space to accommodate living and Program activities, such as counseling, indoor recreational activities, visiting, etc., as required by DCF to hold the Licensure for residential care;
- 2.6.4.10** Laundry facilities (washer and dryer), maintained in good condition, and proper working order for Offenders' use;
- 2.6.4.11** A pest control Program for prevention of vermin, insects, and other pests;
- 2.6.4.12** A maintenance plan which includes a monthly maintenance inspection to ensure that all components of the site and grounds are maintained in good repair and proper working order at all times. The Vendor shall ensure the facility and grounds are maintained in a clean, safe condition, and that all appliances and operating systems are in good repair and proper working order at all times. The Vendor shall be responsible for all costs associated with repairs and maintenance of the facility, and shall ensure that funds are available and dedicated to ensure the total safety, maintenance, upkeep, appearance, and sanitation of the facility and grounds;
- 2.6.4.13** Regularly scheduled trash and garbage removal from the facility; and

2.6.4.14 Office space available for use by Department staff that allows for confidential business to be conducted, including access to a phone line and computer access with Internet connection.

2.6.5 Facility Evacuations

2.6.5.1 The Vendor shall establish a written evacuation plan, including diagrammed evacuation routes covering such emergencies as fire, natural disaster, hurricanes, and severe weather. This plan shall be maintained on-site, and provided to the Department's Contract Quality Assurance Program Manager, or designee, upon request.

2.6.5.2 Whenever the facility requires evacuation, for safety and/or health reasons, the Vendor shall coordinate such evacuation in writing with the Department's Contract Quality Assurance Program Manager, or designee, identify alternative facility space to ensure that Offender and Program Services remain ongoing for Offenders during any evacuation period.

2.6.6 Facility Zoning

The Vendor shall notify the Department's Contract Manager, or designee, of any zoning changes, notices, or challenges from zoning bodies, as well as any complaint from citizens or other entities, to include fire and health department(s), regarding operation of the facility, within 72 hours of receipt of knowledge of the change, notice, challenge, or complaint.

2.7 Program Services to be Provided

The Vendor shall provide services and interventions, in a supervised and treatment-supported environment, that motivate and assist Offenders in their personal recovery from substance use or mental health overlay disorders, if applicable, in a manner that allows them to reintegrate and obtain employment in the community. The Vendor shall utilize a Trauma-Informed Care Approach and the TC Model in the delivery of services.

2.7.1 Program Eligibility and Referral

2.7.1.1 The Vendor shall determine initial Program eligibility upon referral by the Department, and receipt of the Department's Community Supervision Program Referral Form (DC5-404). To be determined as eligible for the Program, Offenders must at a minimum be:

- a. Referred by his/her Probation Officer, or designee, as a result of a Department/court-identified need for substance use disorder treatment;
- b. Court ordered;
- c. Required by/through Interstate Compact; or
- d. Required by a pre-trial intervention program.

2.7.1.2 Offenders who are referred, required, or ordered into the Program shall be screened by the Vendor, in accordance with the requirements of Chapter 65D-30, F.A.C., prior to referral. If it is not feasible for the Vendor to screen the Offender prior to sentencing and placement into

the Program, the Vendor must conduct the initial screening, as soon as possible, but no longer than within 24-hours of arrival at the facility, to determine suitability for treatment. The Vendor must document the clinical rationale for an Offender's admission or exclusion from the Program, in writing, utilizing a screening process identified in Chapter 65D-30, F.A.C., and place documentation of that determination in the clinical file.

Offenders who are approved for placement in a Mental Health Overlay Services bed must meet the following criteria:

- a. Have a principal diagnosis of a substance use disorder as referred to in the American Psychiatric Association's Diagnostic and Statistical Manual V (current edition); and
- b. Have a non-substance use disorder related diagnosis, as referred to in the American Psychiatric Association's Diagnostic and Statistical Manual V (current edition) which requires management with the use of psychotropic medications and psychiatric monitoring.

2.7.2 Risk and Needs Assessment

The Vendor shall incorporate a risk and needs assessment into its psychosocial assessment. This assessment component should be used to determine the Offender's criminogenic needs that will be addressed throughout the treatment process. The identified criminogenic needs shall be incorporated into his/her Individualized Treatment Plan, in conjunction with any other needs identified by the psychosocial assessment. The Vendor shall utilize the results of the Department's Risk and Needs Assessment, when available, in lieu of any tool they are currently utilizing.

2.7.3 Program Admission and Orientation

The Vendor shall conduct the following tasks in accordance with the requirements specified in Chapter 65D-30, F.A.C.:

2.7.3.1 Screening and Orientation;

2.7.3.2 Assessment to include:

2.7.3.2.1 Physical health;

2.7.3.2.2 Psychosocial assessment with administration of the Adverse Childhood Experience Questionnaire; and

2.7.3.2.3 Special needs assessment (identification of Offenders with mental illness and other needs).

2.7.3.3 Completion of Initial Treatment Plan and/or Individualized Treatment Plan; and

2.7.3.4 Provision of an Offender Handbook during orientation, which will also include subsistence and any other fee requirements.

2.7.4 Program Re-Admission

An Offender who is discharged under any circumstances from a Department Program may be considered for re-admission to the Program if a court so orders. In such cases, the Vendor should re-screen the former Offender to determine if he/she is clinically appropriate for re-admission. Former Offenders who are found to be clinically appropriate for re-admission will be re-admitted to the Program with the consent of the Vendor's Facility Program Director. If the former Offender is approved for re-admission, the Department's Supervising Probation Officer, or designee, must approve the Offender for placement via completion of a new Community Supervision Program Referral Form (DC5-404). If the Vendor re-screens a former Offender and determines that he/she is clinically inappropriate for re-admission to the Program, the Vendor should document their findings, in writing, and notify the Department's Supervising Probation Officer, or designee, who will then notify the court for further action.

2.8 Services to be Provided

The Vendor shall provide Program services which shall be divided into two (2) separate components: 1) Intensive Treatment Component (ITC) and 2) Employment/Reentry Component (ERC). The details for the Program components are found in Attachment XIII, the Guide, and summarized below. Aftercare/continuing care services shall also be offered by the Program itself or through referral.

2.8.1 Intensive Treatment Component (ITC)

The ITC is the first phase of the Program and may last two (2) months to 12 months, depending upon the individual Offender's progress in the Program, and clinical need.

While in the ITC, each Offender shall engage in the following, as described in Attachment XIII, the Guide:

2.8.1.1 A minimum of 10 hours of counseling activities each week;

2.8.1.2 One (1) individual counseling session each month (or more frequently, if clinically indicated);

2.8.1.3 30 hours of therapeutic activities each week.

2.8.2 Employment/Reentry Component (ERC)

The ERC is the second phase of the Program. and may last two (2) months to six (6) months depending upon the Offender's individual clinical need and Recovery Capital. The focus in this component shall be facilitating Offenders' re-integration into the community through community-based employment, continued education, and a plan for continuing sobriety. During this phase, Offenders are required to secure and maintain full-time employment, and engage in treatment activities, either before or after work.

While in the ERC, each Offender shall engage in the following, as described in Attachment XIII, the Guide:

- 2.8.2.1 A minimum of four (4) hours of counseling activities each week;
- 2.8.2.2 One (1) individual counseling session each month (or more frequently, if clinically indicated);
- 2.8.2.3 20 hours of therapeutic activities each week.

2.8.3 Program Activities

2.8.3.1 Cognitive Behavioral Programming

The Vendor shall ensure that all Offenders receive cognitive behavioral programming during their course of treatment that addresses criminal thinking, utilizing one (1) of the following evidenced-based curriculums:

- a. Thinking for a Change (T4C);
- b. Moral Reconciliation Therapy (MRT); or
- c. Criminal Conduct & Substance Use Treatment – Strategies for Self-Improvement and Change.

A Certificate of Completion must be issued to each Offender completing the cognitive behavioral criminal thinking curriculum. The Certificate of Completion must reflect the name of the cognitive behavioral criminal thinking curriculum, the Offender's name and DC number, and the number of hours completed in the course. Copies of Certificates of Completion shall be provided to the Department's Contract Manager, or designee, along with the monthly invoice.

2.8.3.2 Criminogenic Needs

All Individual Treatment Plans, counseling, and therapeutic activities shall, at a minimum, address the following criminogenic areas:

- a. Anti-Social Personality (Social Awareness);
- b. Criminal Associations;
- c. Substance Use Disorder;
- d. Family/Marital;
- e. Leisure/Recreation;
- f. Criminal Thinking/Attitude; and
- g. Employment/School.

2.8.3.3 Counseling Activities

Counseling activities shall include, but not be limited to:

- a. Individual Counseling Sessions;
- b. Process/Issues Groups;
- c. Criminal Conduct Experiential Groups;
- d. Family Counseling Sessions;
- e. Substance Use Disorder Education Groups; and
- f. Therapeutic Community Groups.

The details for required counseling activities are found in Attachment XIII, the Guide.

2.8.3.4 Therapeutic Activities

Therapeutic activities shall include, but not be limited to:

- a. Self-help or other recovery support groups;
- b. Life/transition reentry skills training such as budgeting, anger management, communication skills, employability skills, problem solving skills, decision making skills, relationship skills, and parenting skills;
- c. Non-verbal interventions such as recreation, art, music, or dance;
- d. Vocational training;
- e. Educational support, such as GED or basic literacy instruction; and
- f. Therapeutic Community work assignments or employment.

The details for required therapeutic activities are found in Attachment XIII, the Guide.

2.8.3.5 Aftercare/Continuing Care

Offenders successfully completing the Program may be referred for aftercare/continuing care service, as coordinated by the Vendor. The Offender shall be responsible for the cost of the aftercare/continuing care services. If the Vendor provides aftercare services themselves, the fees shall be approved by the Department’s LQAC, or designee.

2.8.3.6 Medication Assisted Treatment Services

If the Vendor provides medication-assisted treatment services (naltrexone), the Vendor shall have medical operating procedures for providing and/or arranging services for Offenders who volunteer for medication-assisted treatment. The Offender’s engagement in the medication-assisted treatment program shall be strictly voluntary. The Vendor shall comply with any licensure requirements or nationally accredited standards for use of medication-assisted treatment. The Vendor’s medical operating procedures must be approved by the Department’s Contract Quality Assurance Program Manager, or designee, prior to implementation of the Program.

The Department will only compensate the Vendor for medication-assisted treatment services on a cost reimbursement basis, as delineated below:

SERVICE TYPE	UNIT PRICE RATE (Per Offender; Per Service)
Naltrexone Screening/Procedure (This procedure will include Administrative Oversight, Physical, Lab Work, and Medication Education).	\$690.00

Administration of Single Dose of Medication (This will include Medication Management by the Physician, Medication Administration by the Nurse, Lab Work, and Medication).	\$1,331.00
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2.8.3.7 Mental Health Overlay Services

2.8.3.7.1 The Vendor(s) shall develop and implement operational procedures for serving or arranging services, for persons with substance use and mental health overlay disorders. These procedures shall be approved by the Department's LQAC, or designee, within 10 business days of execution of any Contract resulting from this RFP. If the Vendor is providing these services, the operational procedure shall reflect how Illness Management and Recovery (IMR) evidenced-based practices and principles, or approved alternative, are utilized in providing services. The procedure shall also include the frequency and type of co-occurring Mental Health Overlay Services. The Vendor shall utilize the IMR evidenced-based principles in addressing mental health overlay needs and any deviation must be approved in advanced by the Department's LQAC, or designee. IMR resources can be accessed by utilizing the following:

<http://store.samhsa.gov/product/Illness-Management-and-Recovery-Evidence-Based-Practices-EBP-KIT/SMA09-4463>

If the Vendor is being compensated for the provision of these services, the Vendor(s) must provide the following to approved Offenders as related to Mental Health Overlay Services:

- a. A psychiatric evaluation, diagnosis, and ongoing medication management by a Florida Licensed Board Certified Psychiatrist or other medical practitioner licensed under Chapter 458, F.S. or Chapter 459, F.S., who has at least two (2) years' experience in the diagnosis and treatment of mental disorders, or an Advanced Registered Nurse Practitioner (ARNP) with a specialization in mental health/psychiatry licensed under Chapter 466, F.S.;
- b. The Florida Licensed Board Certified Psychiatrist or other medical practitioner licensed under Chapter 458, F.S. or Chapter 459, F.S., who has at least two (2) years' experience in the diagnosis and treatment of mental disorders, or an ARNP with a specialization in mental health/psychiatry, licensed under Chapter 466, F.S., shall provide monthly medication management, unless lower frequency is clinically warranted, and documented in the Offender's clinical chart by the providing medical practitioner as described above. The medical

practitioner, as described above, shall order any necessary lab testing/blood work;

- c. A Licensed Clinician in accordance with the requirements set forth in Chapter 490 or 491, F.S., shall provide a minimum of two (2) hours of Mental Health Overlay Services, per qualifying Offender, per week to include: one (1) hour of individual counseling and one (1) hour of mental health overlay group counseling. Additionally, they will provide case-management services and liaison between the substance use disorder programming team and medication management with the Psychiatrist. These services are in addition to the counseling hour requirements for the residential Program for Offenders without mental health overlay disorders;
- d. An Individualized Treatment Plan that reflects the Offender's mental health overlay needs and approved services;
- e. The purchase and administration of psychotherapeutic medications for stabilization of mental disorder symptoms, including medications to treat any side effects; and
- f. Laboratory testing/blood work to ensure that Offender's prescribed psychotherapeutic medications are appropriately and properly managed regarding the type, dosage, and frequency of administration. The Vendor may utilize any public or subsidized funding available, as well as agreements with pharmaceutical companies, laboratories, health departments, or other county/State/federal resource. The Offender will not be responsible for payment of psychotherapeutic medications or testing/blood work, unless they have health insurance which covers the total cost.

2.8.3.7.2 Any deviation to the required services must be requested in writing to the Department's Contract Quality Assurance Program Manager, or designee.

Offenders who are approved for placement in a Mental Health Overlay Services bed must meet the eligibility criteria outlined in Section 2.7.1.2 of this RFP.

2.8.4 Quality Improvement Plan

The Vendor shall develop and implement a written Quality Improvement Plan that complies with the requirements set forth in Section 397.4103, F.S., and ensures the use of a continuous quality improvement process, in accordance

with Rule 65D-30.004(2), F.A.C. The Vendor shall be responsible for all costs incurred as a result of implementing the quality improvement plan. The Vendor shall submit a semi-annual (January 30th and July 30th) report on adherence with the Quality Improvement Plan to the Department's LQAC, or designee.

2.8.5 Guidelines for Offender Program Engagement

The Department has developed Program guidelines and requirements to assist the Vendor with specific areas concerning the role of the Offender in the Program. These guidelines for Offender can be found in Attachment XIII, the Guide, and shall include the following:

- a. Work details and extra duty;
- b. Employment and verification;
- c. Educational and vocational training;
- d. Management of personal finances;
- e. Management and oversight of Offender funds;
- f. Accounting for Offender's whereabouts;
- g. Program leave, off-site activities, and absences;
- h. Community/public services;
- i. Transportation of Offenders; and,
- j. Alcohol and drug screening and testing.

2.8.6 Program Administration, Licensing and Operations

The Vendor shall provide with this RFP, documentation showing current required licensure for the proposed site location(s), appropriate to the program type for this RFP, as specified by Rule 65D-30.003, F.A.C., Licensing and Regulatory Standards, a copy of the DCF application for licensure, or an implementation plan to obtain licensure and a copy of the application for licensure. If the Vendor is currently providing residential services, a copy of the most recent DCF audit for services should be provided.

2.8.6.1 Program Administration

The Vendor shall comply with the following requirements of Program Administration. The details of the Program Administration requirements are addressed in Attachment XIII, the Guide. Program Administration shall include the following:

- a. Programmatic Reporting;
- b. Records and Documentation;
- c. Policies and Procedures;
- d. Subsistence;
- e. Citizen and Volunteer Involvement; and
- f. Incident Reports.

2.8.7 Subsistence

The Vendor may charge a subsistence fee, if approved by the Department in writing, to Offenders in the ERC, who are employed full-time in the

community once they begin employment, not retroactive to the date of Program admission. The Vendor shall provide a receipt to the Offender for each monetary payment made to the Vendor.

Changes to the amount of the subsistence fee and terms of collection of the fee will be effectuated by formal communication from the Department's Contract Manager, or designee, to the Vendor.

2.8.8 Program Licensing and Operations

The Vendor shall obtain the required licensure and shall comply with requirements and standards regarding the operation of a comprehensive drug/alcohol rehabilitation program, as set forth in Chapter 65D-30, F.A.C. Complete details concerning these requirements and standards are addressed in Attachment XIII, the Guide.

2.8.9 Start-Up Period

The Department shall allow the Vendor a service start-up period of three (3) months for the "start-up" of services to Offenders. The three (3) month period and number of beds shall be implemented on a monthly cycle as follows:

- 2.8.9.1** By the 30th day following execution of any resulting Contract, the Vendor shall have at least 30% of the proposed total capacity of beds active and being utilized.
- 2.8.9.2** By the 60th day following execution of any resulting Contract, the Vendor shall have at least 60% of the proposed total capacity of beds active and being utilized.
- 2.8.9.3** By the 90th day following execution of any resulting Contract, the Vendor shall have 100% of the proposed total capacity of beds active and being utilized.
- 2.8.9.4** The Department reserves the right to make modifications to this service implementation process as deemed necessary.
- 2.8.9.5** The Department, at its exclusive option, may decrease the number of beds. If the Department determines additional beds are needed, it may pursue completion of a Contract Amendment following execution of any resulting Contract. These additional beds shall be payable at the existing rate, as established at the time of the requested increase in beds.

Any deviations from the monthly cycle must be approved by the Department's Contract Quality Assurance Program Manager, or designee.

2.9 Vendor Staff Requirements

2.9.1 Vendor Staffing Qualifications and Credentials

The Vendor shall have adequately trained and physically able, paid, alert staff on the premises 24 hours per day, seven (7) days per week, 365 days per year. Staffing levels shall be sufficient to deliver the services described in any resulting Contract and Attachment XIII, the Guide, including specialized Mental Health Overlay Services, if applicable, commensurate with the size of the Program, and

shall meet the requirements of Chapter 65D-30, F.A.C.; Chapter 397, F.S.; and all updates and revisions thereto.

The Vendor shall provide a staffing schedule that lists all position(s) for each shift to the Department's Contract Manager, or designee, and the Department's Contract Quality Assurance Program Manager, or designee. Any changes to the approved staffing schedule must be approved in advance, in writing by the Department's Contract Manager, or designee. The Primary Counselor to Offender ratio shall be in accordance with Chapter 65D-30, F.A.C., Chapter 397, F.S., and all updates and revisions thereto.

The Vendor shall notify the Department's Contract Manager, or designee, and the Department's Contract Quality Assurance Program Manager, or designee, in writing within two (2) days of any staff vacancies, resignations or terminations, in accordance with details concerning the Vendor staffing qualifications in Attachment XIII, the Guide.

2.9.1.1 The Vendor shall have a minimum of one (1) full-time Qualified Professional on-site, 40 hours per week.

2.9.1.2 The Vendor shall ensure Primary Counselors meet one (1) of the following qualifications, at a minimum:

- a. A Bachelor's degree from an accredited college or university in one (1) of the social sciences, and six (6) months of professional experience in chemical addiction and/or mental health counseling;
- b. A Bachelor's degree from an accredited college or university in any area of study, and one (1) year of professional experience in chemical addiction and/or mental health counseling;
- c. A Master's degree from an accredited college or university in one (1) of the social sciences;
- d. A Master's degree from an accredited college or university in any area of study, and one (1) year of professional experience in chemical addiction and/or mental health counseling;
- e. A Doctorate degree from an accredited college or university in chemical addiction and/or mental health counseling;
- f. A Doctorate degree from an accredited college or university in any area of study, and six (6) months of professional experience in chemical addiction and/or mental health counseling;
- g. A current Certification as a Certified Addictions Professional (CAP), Certified Addictions Counselor (previously CAAP-2; currently CAC), Certified Criminal Justice Addictions

Professional (CCJAP), Certified Criminal Justice Addiction Counselor (previously CCJAAP-2; currently CCJAC);

- h. An Associate's degree from an accredited college or university, and four (4) years of professional experience in chemical addiction and/or mental health counseling; or
- i. A high school diploma/GED, and six (6) years of professional experience in chemical addiction and/or mental health counseling.

2.9.1.3 If the Vendor utilizes student interns to provide services, they shall adhere to the following:

- a. Student interns may be assigned up to three (3) Offenders as a case load; however, the Offender must have an assigned Primary Counselor who is responsible for their care;
- b. The intern may not be considered the Primary Counselor. This will ensure continuity of care for the Offender during the course of their treatment Program; and
- c. The intern shall be supervised by a Qualified Professional.

2.9.1.4 The Department may grant an education/experience waiver if there are exceptional circumstances regarding a candidate being considered for employment. The waiver request shall be in writing from the Vendor to the Department's Contract Quality Assurance Program Manager, or designee, and shall include the potential employee's resume and any appropriate supporting documentation.

2.9.1.5 The Vendor shall maintain a personnel record, in accordance with Rule 65D-30.004(4)(a), F.A.C., for all staff providing services under any resulting Contract. The Vendor shall provide a copy of the personnel record to the Department's Contract Manager, or designee, upon request. Compliance with the requirements to maintain the file, in accordance with Chapter 65D-30, F.A.C., shall be maintained through the DCF licensure audits. The Vendor shall maintain the background check approval for each employee in their personnel file.

2.9.2 Clinical Supervision Requirements

The Vendor shall provide and document on-site clinical supervision, a minimum of four (4) hours per month, per counselor. Clinical supervision shall be provided by the designated on-site Qualified Professional, and at a minimum shall include:

2.9.2.1 One (1) individual, face-to-face, interview of one (1) hour's duration, with each counselor to discuss clinical problems, Program issues, and training needs. This interview shall be documented and signed by the counselor and the Qualified Professional.

2.9.2.2 One (1) hour observing the provision of direct client care services (i.e., group or individual counseling, or assessment). Each hour shall be documented and signed by the counselor and the Qualified Professional. The observation shall be documented and signed by the counselor and Qualified Professional.

2.9.2.3 The review of clinical charts, which shall be signed, dated, and credentialed by the Qualified Professional, in accordance with Chapter 65D-30, F.A.C. and Chapter 397, F.S. In addition, a minimum of five (5) charts or 10% of the Program's total charts, whichever is greater, must be reviewed monthly by the Qualified Professional. The Qualified Professional shall document the results of this monthly review, including the specific charts reviewed, and maintain it on-site for review by the Department's LQAC, or designee. The Qualified Professional shall be responsible for the overall quality of each Offender's clinical file.

2.10 Conduct and Safety Requirements

The Vendor shall ensure that all its staff adhere to, and are provided with a copy of, the Department's Conduct and Safety requirements. A signed receipt of acknowledgment shall be maintained in each employee's personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from any work under any resultant Contract. The Department is under no obligation to inform the Vendor of the criteria for disqualification or removal.

In addition, the Vendor shall ensure that all staff adheres to the following requirements:

2.10.1 The Vendor's staff shall not display favoritism to, or preferential treatment of, one (1) Offender or group of Offenders over another.

2.10.2 The Vendor's staff shall not interact with any Offender, except in a relationship that supports services under any resulting Contract. Specifically, staff members must never accept, for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an Offender, or an Offender's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report any violations or attempted violation of these restrictions to the Department's Contract Manager, or designee. In addition, no staff member shall give any gifts, favors, or services to Offender, their family, or close associates.

2.10.3 The Vendor's staff shall not enter into any business relationship with Offenders, close associates, or their families (example – selling, buying, renting, leasing, or trading personal property), or personally employ Offenders, or their families, in any capacity. Unless approved in writing by the Department's Contract Manager, or designee, the Vendor's staff shall not have outside contact (other than incidental contact) with an Offender, their family or close associates, except for those activities that are to be rendered under any resulting Contract.

2.10.4 The Vendor's staff shall not engage in any conduct which is criminal in nature, or which would bring discredit upon the Vendor or the Department. In providing services pursuant to any resulting Contract, the Vendor shall ensure that its employees avoid both misconduct, and the appearance of misconduct.

2.10.5 Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Department's Contract Manager, or designee, including proposed action to be taken by the Vendor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Vendor to punitive action, up to and including termination of any resulting Contract.

2.10.6 The Vendor shall have a written report of any incident described above, or requiring investigation by the Vendor, to the Department's Contract Manager, or designee, within 24 hours of the Vendor's knowledge of the incident.

2.11 Staff Background/Criminal Record Checks

The Vendor's or any subcontractor's staff, assigned to this Contract shall be subject, at the Department's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check as required in the Department's Procedure 602.016(10). This background check will be conducted by the Department and may re-occur at any time during any resultant Contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under any resulting Contract. The use of criminal history records and information derived from such records are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide, upon request, the following data for any staff or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue.

The Vendor shall ensure that the Department's Contract Quality Assurance Program Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being hired or assigned to work under any resulting Contract. The Vendor shall not offer employment to any individual, or assign any individual to work under any resulting Contract, who has not had an FCIC/NCIC background check conducted. The Vendor shall maintain the background check approval for each employee in their personnel file.

2.11.1 When providing contractual Program services, the Vendor shall obtain a Level II background screening (which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI), and results must be submitted to the Department prior to any current or new Vendor's staff being assigned to work under any resulting Contract. The Vendor shall bear all costs associated with this background screening. The Vendor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

2.11.2 No person barred from any FDC institution, or other Department facility, shall provide services under any resulting Contract without prior written approval from the Department's Contract Manager, or designee.

2.11.3 Offenders shall be precluded from any supervision or placement at a Program where pre-existing, or continuous close personal relationships exist between the

Offender and any staff of the Vendor. It is the responsibility of the Vendor to advise the Department's Contract Manager, or designee, of any known pre-existing close, personal relationships between staff and any Offender(s). Rule 33-208.002(26), F.A.C., shall apply at the Program, which stipulates that marriage between employee and Offender is prohibited.

- a. The Vendor shall immediately report any new arrest, criminal charges, or convictions of a current employee under any resulting Contract.
- b. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony, or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime, does not automatically bar the Vendor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Vendor shall require that all proposed employees provide to them the details of any criminal background information. The Vendor shall make full written report to the Department's Contract Manager, or designee, within 24 hours whenever an employee has a criminal charge filed against them, an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less), or when the Vendor or Vendor's staff has knowledge of any violation of the laws, rules, directives, or procedures of the Department.

2.12 Deliverables

The following services or service tasks are identified as deliverables for the purposes of any resulting Contract:

2.12.1 The Vendor shall provide Program services by way of an occupied bed, as described in Section 2.0 of this RFP and in the Attachment XIII, the Guide.

2.12.2 The Vendor shall provide all invoices and reports, as specified in Section 2.13, Reporting Requirements.

2.13 Reporting Requirements

The Vendor shall submit and maintain the following records and documentation on-site, and ensure they are available for review as requested by the Department, or as otherwise specified. The Department reserves the right to require ad-hoc, and/or additional reporting requirements, as necessary. The Vendor shall comply with all programmatic reporting requirements established by the Department, as set forth in Attachment XIII, the Guide. In addition, the Vendor shall provide the following reports:

2.13.1 Alcohol and Drug Screening and Testing Report: The Vendor shall submit a monthly report detailing the dates, list of substances (alcohol and drugs) for which the test was run, and results of all alcohol and drug testing for each Offender to the Department's Contract Manager, or designee, along with the invoice. The report shall contain the name and DC number for each individual Offender in the Program. This report shall be in Microsoft Excel, or CSV file.

- 2.13.2** Program Invoice and the Program Detail Reports: The Vendor shall provide the Department with a Program Invoice and Program Detail Report, using the Department's standardized format, on a monthly basis. The Program Invoice and Program Detail Report shall be submitted to the Department's Contract Manager, or designee, no later than the 10th business day of the month following the month service were provided, unless prior written approval for extenuating circumstances has been received by the Vendor from the Department's Contract Manager, or designee. The Program Invoice and Program Detail Report shall document the amount being charged to the Department, the Offenders being served and the services that each Offender received. This Report shall include copies of certificates of completion for all cognitive behavioral programming completed, as indicated in Section 2.8.3.1 of this RFP.
- 2.13.3** Monthly Progress Reports: The Vendor shall provide monthly written progress reports in a format approved by the Department's Contract Manager, or designee, and shall distribute this report to the Offender's Supervising Probation Officer, or designee, by the 10th day of the month following the month services were provided. These reports shall include any information or specific reporting requirements requested by the Offender's Supervising Probation Officer, or designee.
- 2.13.4** Referral List Report: The Vendor shall provide the Department with a Referral List using the Department-approved format. The Referral List shall be provided to the Department's LQAC, or designee, on a monthly basis. The Referral List shall provide the Department with a list of Offenders who have been referred to the Program, but who are awaiting initial screening or are currently serving jail time.
- 2.13.5** Wait List Report: The Vendor shall provide the Department with a Wait List Report using the Department-approved format. The Wait List Report shall be provided to the Department's LQAC, or designee, on a weekly basis. The Wait List Report shall provide the Department with a list of Offenders who meet the criteria, have been approved for placement by the Vendor, and are currently waiting for an available bed.
- 2.13.6** Staffing Report: The Vendor shall provide the Department's Contract Manager, or designee, with a staffing report, using the Department-approved format on a monthly basis. The staffing report will reflect the minimum number of counselor positions required, the Clinical Supervisors, Interim Staff and Facility Director positions, as applicable. The name of the person occupying the position, the date their background check was approved, the date they filled the position, the date they vacate the position and the number of days the position was vacant, if applicable.
- 2.13.7** Grievance Log Summary: The Vendor shall provide the Department's Contract Manager, or designee, with a Grievance Log Summary, upon request.
- 2.13.8** Incident Reports: The Vendor shall immediately report all incidents, including but not limited to, incidents involving any use of force by a Vendor's staff member upon an Offender, significant staff disciplinary incidents, staff employment terminations, any and all new staff arrests, physical or verbal threats, and assaults by an Offender upon another Offender or Vendor's staff, destruction of property, and Offender medical emergencies. All incidents shall be documented

in writing and submitted to the Department's LQAC, or designee, within 24 hours, in the Department-approved format.

- 2.13.9 Monthly Employment Report:** The Vendor shall provide a Monthly Employment Report using the Department-approved format. The Monthly Employment Report shall be submitted by the 15th day of the previous month to the Department's LQAC, or designee. The report shall contain all the Offenders in ERC on the last day of the month to include: Offender's name, DC number, date of placement in ERC, the date employment is first obtained, and a comment column for any relevant comments.
- 2.13.10 Ad-Hoc Reports:** The Vendor agrees to maintain on-site and make available all reports as specified in Attachment XIII, the Guide.
- 2.13.11 Quality Improvement Reports:** The Vendor shall be required to provide a written report detailing the findings of its quality improvement plan, as outlined in Section 2.8.4. This report shall be submitted semi-annually (January 30th and July 30th) to the Department's LQAC, or designee.

2.14 Performance Measures and Financial Consequences

The Department desires to Contract with a Vendor who clearly demonstrates its willingness to be held accountable for the achievement of certain Performance Measures in successfully delivering services under any Contract resulting from this RFP. Therefore, the Department has developed the following Performance Measures which shall be used to measure the awarded Vendor's performance and delivery of services.

Listed below are the key Performance Outcomes, Measures, and Standards deemed most crucial to the success of the overall desired service delivery. The Vendor shall ensure that the stated performance outcomes and standards (level of achievement) are met.

2.14.1 Performance Measure #1 – Program Invoice and the Program Detail Report

- Outcome:** The Vendor shall submit the Program Invoice and the Program Detail Report, in the Department-approved format, to the Department's Contract Manager, or designee, on or before the 10th business day of the month, following the month that services were rendered.
- Measure:** The Program Invoice and the Program Detail Report document shall be postmarked or sent by email on or before the 10th business day of the month, following the month that services were rendered.
- Standard:** 100% of the Program Invoice and the Program Detail Report documents shall be postmarked or sent by email on or before the 10th business day of the month, following the month that services were rendered.

Financial Consequence: Unless the Department's Contract Manager, or designee, has given prior written approval for extenuating circumstances the Vendor shall be assessed a financial consequence as noted below:

- a. Ten percent (10%) of the total invoiced amount, if the invoice is postmarked or emailed after the 10th business day of the month, following the month services were rendered; and
- b. An additional ten percent (10%) of the total invoiced amount for each additional month that the invoice is late thereafter.

The same reductions shall be applied to supplemental invoices, if they are considered late invoices. An invoice schedule will be provided through formal communication after Contract execution.

2.14.2 Performance Measure #2 - Annual Comprehensive Program Evaluation

Outcome: The Vendor shall meet the contractual obligations noted on the Annual Comprehensive Program Evaluation, completed by the Department.

Measure: On an annual basis, the Department shall conduct this evaluation, and a percentage of compliance will be noted.

Standard: 80% compliance.

Financial Consequence: The Department shall assess the percentage listed below of the Fiscal Year Contract Value or the specified dollar amount, whichever is higher, when compliance is within one of the ranges below:

- a. 79-70%: Two percent (2%) or \$2,500
- b. 69-60%: Three percent (3%) or \$3,500
- c. 59-0%: Four percent (4%) or \$4,500

Note: All Annual Comprehensive Program Evaluation scores will be rounded to the nearest whole percentage point. If the number behind the decimal point is a five (5) or higher, the score shall be rounded up to the next whole percentage. If the number behind the decimal point is a four (4) or lower, the score shall be rounded down to the next whole percentage point.

2.14.3 Performance Measure #3 – Licensure

Outcome: The Vendor shall maintain the appropriate level of licensure for the Program(s), in accordance with Chapter 397, F.S., and Chapter 65D-30, F.A.C. throughout the term of any resulting Contract.

Measure: The Department's Contract Manager, or designee, shall receive and review the written licensure reports from the DCF, and review a copy of the Vendor's licensure to ensure compliance with any resulting Contract requirements.

Standard: The Vendor shall maintain the appropriate regular license level(s) and be in good standing with the DCF licenses for the contracted program(s).

Financial Consequence: If the Vendor fails to meet the Performance Standard, as outlined above, one half of a percent (.5%) of the annual Contract value shall be assessed per month until such time as the appropriate license is issued for the Program(s).

Financial Consequences shall be assessed if an interim or probationary license is issued for any of the following reasons:

- a. The service site or service component under Contract with the Department is substantially non-compliant with licensure standards.
- b. The Vendor failed to provide satisfactory proof of conformance to fire, safety, or health requirements for the Program.
- c. The Vendor is involved in licensure suspension or revocation proceedings for the Program.

2.14.4 Performance Measure #4 - Reduction in Substance Use

Outcome: The Vendor shall ensure that Offenders remain drug-free from non-prescribed medication, illicit drugs, and alcohol while enrolled in the Program as evidenced by negative drug screens/tests and/or laboratory confirmations.

Measure: The Department shall review, on a quarterly basis, Alcohol/Drug Screening and Testing Reports that are submitted with the monthly invoices. The number of negative tests divided by the total population tested within the quarter, will be used to determine the percentage of drug-free Offenders.

Standard: Achievement of outcome shall meet or exceed 85% on a quarterly basis. The quarterly timeframes are July 1st through September 30th, October 1st through December 31st, January 1st through March 31st, and April 1st through June 30th.

Financial Consequence: If the Vendor fails to meet the Performance Standard, as outlined above, the Department shall assess financial consequences in the amount of one percent (1%) of the annual Contract value or \$1,000 (whichever is higher) in the month following the end of the quarter reviewed.

2.14.5 Performance Measure #5 – Counselor Staffing

- Outcome:** The Vendor shall consistently maintain one (1) full-time or interim full-time qualified Counselor for every 15 offenders Department-funded Residential Substance Use Treatment and Behavioral Health Program, with Mental Health Overlay Services, if applicable, assigned to the resulting Contract.
- Measure:** The Department shall review and compare the required written notification of any Counselor resignations or terminations received against the Monthly Employment Report(s) to determine the number of days from the date of vacancy to ensure the vacant position is filled within 28 days.
- Standard:** All required Counselor positions shall be filled with permanent or interim qualified Counselors within 28 days of becoming vacant.
- Financial Consequence:** If the Vendor fails to meet the Performance Standard, as outlined above, the Department shall assess financial consequences in the amount of \$115 per day, for each counselor position that is vacant after the allowable 28 days until filled (to begin the 29th day after the vacancy is reported). A review of records for imposition of financial consequences shall occur at least once a quarter during each fiscal year.

2.14.6 Performance Measure #6 – Cognitive Behavioral Criminal Thinking Curriculum

- Outcome:** The Vendor shall provide an approved Cognitive Behavioral Criminal Thinking Curriculum to all Program Offenders.
- Measure:** One (1) year after service implementation, and semi-annually thereafter, the Department shall compare the number of successfully discharged Offenders with a Cognitive Behavioral Criminal Thinking Certificate of Completion to the total number of Offenders successfully discharged.
- Standard:** Beginning one (1) year after service implementation, all Offenders successfully discharged shall complete the approved Cognitive Behavioral Criminal Thinking Program.
- Financial Consequence:** On a semi-annual basis, if the Vendor fails to meet the Performance Standard above, the Department shall assess financial consequences in the amount of \$250 for every Offender who is successfully discharged without completing the Cognitive Behavioral Criminal Thinking Program.

2.14.7 Performance Measure #7 - Repeated Deficiencies

Outcome:	The Vendor shall correct deficiencies identified by the Department.
Measure:	The Department shall identify and note each deficiency identified on a contract monitoring or review report that is repeated during any resulting Contract's service term.
Standard:	All deficiencies identified shall be corrected the first time a deficiency is identified.
Financial Consequence:	One percent (1%) of the Fiscal Year Contract Value or \$1,000 (whichever is higher), shall be assessed for each instance of a repeated deficiency.

2.14.8 Performance Standards

The standard for each Performance Measure shall be met for the amount of time specified. The Vendor shall advise the Department, in writing, of any extenuating or mitigating circumstances that will prohibit them from meeting the above-outlined Performance Measure Standards.

The Vendor expressly agrees to the imposition of financial consequences, in addition to all other remedies available to the Department by law.

The Department's Contract Manager, or designee, shall provide written notice to the Vendor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within 10 business days of receipt of a written notice of demand for consequences due, the Vendor shall forward payment to the Department. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order.

By execution of any resulting Contract, the awarded Vendor hereby acknowledges and agrees that its performance under any resulting Contract shall meet the standards set forth above. Any failure by the awarded Vendor to achieve the Performance Measures identified above will result in assessment of Financial Consequences. Any such assessment and/or subsequent payment thereof shall not affect the Vendor's obligation to provide services as required by this RFP.

2.15 Monitoring and Evaluation Methodology

The Department's Contract Manager, or designee, in consultation with the Department's Quality Assurance Program Manager, or designee, shall monitor the Vendor's service delivery to determine if the Vendor has achieved the required level of performance for each Performance Measure identified in Section 2.14., Performance Measures and Financial Consequences. If the Department determines that the Vendor has failed a Performance Measure, the Vendor shall be contacted by the Department's Contract Manager, or designee, to address the non-compliant service delivery. The Vendor shall correct all identified non-compliant service delivery related to failure to meet the Performance Measures within 30 days of notice.

The Department may utilize any, or all, of the following monitoring methodologies in monitoring the Vendor's performance under any resultant Contract, and in determining compliance with Contract terms and conditions:

- a. Site visits (announced and/or unannounced);
- b. Review of clinical charts to ensure delivery of required services;
- c. Desk reviews of records related to service delivery (shall include any documents and databases pertaining to any resultant Contract and may be based on all documents and data, or a sampling of same whether random or statistical);
- d. Interviews and/or surveys with Vendor and/or Department staff and Offenders;
- e. Reviews of grievances filed by Offender/residents regarding Vendor's service delivery; and
- f. Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies, as applicable (e.g., American Correctional Association, etc.).

A Contract Monitoring tool will be developed by the Department's Bureau of Contract Management and Monitoring and the Department's Bureau of Readiness and Community Transition, in accordance with the requirements in any resulting Contract. The monitoring tool will be utilized to review Vendor performance.

To further assist in the Contract monitoring process, the Department has established a Contractor Self-Certification of Compliance Form, provided as Attachment XII. The Contractor Self-Certification of Compliance Form will be retained in the Department's Contract Manager's file, and the official Contract file. The Vendor shall complete the Contractor Self-Certification of Compliance Form within 30 days of execution of any resulting Contract, and forward the original to the Department's Contract Manager, or designee. All documents referenced in the Contractor Self-Certification Compliance Form shall be maintained by the Vendor and copies shall be provided to the Department upon request, within three (3) business days. A Fiscal Year Supply Review Form shall be completed with each purchase made by the Program that was not previously reported during the current fiscal year. It shall be submitted to the Department's Contract Manager, or designee, with the monthly invoice for the period in which the purchase was made. Additionally, it should be made available to the Department upon request.

2.15.1 Program Start-up Orientation and Subsequent Monitoring

The Department's Contract Manager, or designee, and the Department's LQAC, or designee, shall conduct an onsite orientation during the first 30 days of Program Start-up. The Department's Contract Manager, or designee, and the Department's LQAC, or designee, shall observe and assess the Vendor's understanding of the tasks required for the overall success of the Program. This Program Start-up Orientation shall include confirmation that technical instructions have been provided to new staff, and a face-to-face meeting with the lead Contract supervisor(s) and staff to ensure that any resulting Contract requirements, monthly reporting, invoicing and Program data management are clearly understood and properly implemented. This will be followed up by an in-depth comprehensive monitoring evaluation of the Program at least once during every Contract year.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits at any site where services are delivered pursuant to any resulting Contract.

When issues of non-compliance are identified in the monitoring report, the Vendor shall be required to submit a written Corrective Action Plan (CAP) to the Department's Contract Manager, or designee, within 10 days of receipt of the monitoring report. If necessary, a follow-up monitoring evaluation will be scheduled, at which time full Contract compliance must be met. Failure to correct deficiencies as outlined in the monitoring report may result in assessment of financial consequences, and may result in Contract Breach and termination of services.

2.16 Value-Added Services

Value-added services include any additional services the Vendor offers, for no additional cost to the Department, as part of the resulting Contract, and which clearly exceed the minimum requirements and are within the scope of this RFP.

An example of value-added services would be, "The Vendor will provide bilingual substance use disorder treatment Program services, at no cost to the Department's Offenders."

Any value-added service proposed by the Vendor, if accepted by the Department, shall become a requirement and be a part of the minimum service specifications contained in any resulting Contract.

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SECTION 3.0 - PROCUREMENT RULES AND INFORMATION

3.1 General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents are outlined in form PUR 1001 which is a downloadable document, incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within form PUR 1001. There is no need to return this document with the response. The PUR 1001 is available at:

<http://dms.myflorida.com/content/download/2934/11780>.

3.2 Cost of Proposal Preparation

Neither the Department, nor the State of Florida, is liable for any costs incurred by a Vendor in response to this RFP.

3.3 Identical Tie Proposals

When evaluating Vendor responses to this RFP, if there is identical pricing or scoring from multiple Vendors, the Department shall determine the order of award in accordance with Florida Law.

3.4 Instructions for Proposal Submittal

Each Proposal response shall be prepared simply and economically, providing a straightforward, concise but thorough delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Each Proposal must emphasize completeness and clarity of content and the solution or service proposed. In order to expedite the review of Proposals, it is essential that Vendors follow the format and instructions.

- Proposals may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline;
- Electronic submission of Proposals will not be accepted;
- Proposals must be delivered on or before the Opening Date and Time, as stipulated in the Timeline. The Department's clocks will provide the official time for Proposal receipt and opening;
- All Proposals must be submitted in a sealed envelope/package with the relevant solicitation number and the date and time of the Proposal opening clearly marked on the outside of each envelope/package. Late Proposals will not be accepted;
- The completed Attachment I, Cost Proposal Sheet for Clay County, Attachment II, Cost Proposal Sheet for Alachua County, and/or Attachment III, Cost Proposal Sheet for Bradford County, **must be sealed in a separate envelope**, but may be included in the package with the Proposal;
- Vendors shall submit one (1) signed, original Technical Proposal, three (3) hard copies, and four (4) electronic copies, in a searchable PDF format on CDs or DVDs. The electronic copies should contain the entire Proposal, as submitted, including all supporting and signed documents. If the Vendor submits a redacted copy of the Proposal, as outlined in Section 4.29, the Vendor must submit one (1) redacted hard copy and one (1) electronic copy of their redacted Proposal in a searchable PDF format, on CD or DVD. The submitted CD/DVDs should not be protected with a password or encrypted.

- Material Deviations cannot be waived and shall be the basis for determining a Proposal non-responsive
- A Minor Irregularity will not result in a rejection of an otherwise Responsive Proposal.

3.5 Mandatory Responsive Requirements

The following conditions and requirements must be met by the Vendor to be considered responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause a Proposal to be deemed non-responsive. Any Proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated. Copies of non-responsive Proposals will be retained in the resulting RFP file.

- 3.5.1** It is mandatory that the Proposal is received by the Department by the date and time specified in the Timeline.
- 3.5.2** It is mandatory that the Vendor sign, have certified by a notary public, and return Attachment V, Certification/Attestation Form. It should be inserted under Tab A of the Proposal.
- 3.5.3** It is mandatory that the Vendor sign, have certified by a notary public, and return Attachment VI, Facility/Site Requirements Certification/Attestation Form. It should be inserted under Tab A of the Proposal.
- 3.5.4** It is mandatory that the Vendor complete, sign, and submit the Attachment I, Cost Proposal Sheet for Clay County; Attachment II, Cost Proposal Sheet for Alachua County; and/or Attachment III, Cost Proposal Sheet for Bradford County. The Cost Proposal Sheet(s) should be sealed separately, but should be able to easily insert into TAB F upon the Cost Proposal opening.

3.6 Project Proposal Format and Contents

This section prescribes the format in which Proposals must be submitted. There is no intent to limit the content of any Proposal. Additional information deemed appropriate by the Vendor may be included, but should be placed within the relevant section.

Additional tabs beyond those designated in this section will not be evaluated.

Proposals should be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). Fold-out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire Proposal. All pages should be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the prescribed format. They will be acceptable in current form and need not be reformatted.

All Proposals should contain the sections outlined below. Those sections are called "Tabs." A "Tab," as used herein, is a section separator, offset and labeled, so each Department Evaluator can easily turn to "Tabbed" sections during the evaluation process.

Vendors must submit a Proposal for a site location in Clay County (Judicial Circuit 4), Alachua County (Judicial Circuit 8) and/or Bradford County (Judicial Circuit 8). In the event a Vendor would like to propose multiple sites in Clay, Alachua or Bradford County, a separate Proposal must be submitted for each location.

3.6.1 Tab A – Executive Summary

Tab A of a Proposal shall include an Executive Summary (narrative) of the Vendor's method of delivering the required services, in compliance with the minimum requirements and Scope of Services outlined in this RFP. The synopsis should contain sufficient detail addressing all elements of the required service delivery and should be prepared in such a manner that clearly indicates the Vendors' understanding of the requirements of the RFP, and its intention to comply with those requirements. The Executive Summary shall be signed by a representative of the Vendor who is authorized to legally bind the corporate entity submitting the Proposal. The Executive Summary shall also contain information addressing each of the following requirements:

- 3.6.1.1** If the Vendor will use subcontractors to provide any of the services, the Vendor shall provide detailed information for all subcontractors it plans on contracting with to provide any of the services under any resulting Contract. This information shall be provided in accordance with Section 4.3 of this RFP. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under any resulting Contract, the number of years the subcontractor has provided services, projects of similar size and scope to the services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime subcontractor) the subcontractor has had in the past three (3) years.
- 3.6.1.2** Proof that the Vendor is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. This information may be obtained from the Florida Secretary of State's Office.
- 3.6.1.3** The Vendor must also include a current copy of all required State and federal licenses, permits, and registrations including, but not limited to the following:
 - 3.6.1.3.1** The face-sheet of the Vendor's current insurance policy showing sufficient coverage, including Worker's Compensation Insurance, as indicated in Section 2.2; and
 - 3.6.1.3.2** Any applicable State and/or federal licenses related to services provided under this RFP as applicable.
- 3.6.1.4** A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State of Florida and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Vendor is also an employee of the State, or no State employee owns a five percent (5%) interest in the Vendor or its affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.
- 3.6.1.5** A statement from any proposed or existing subcontractor acknowledging acceptance of, and intent to be bound by the resulting Contract terms should the Vendor be awarded any Contract resulting

from this RFP and include a statement indicating the percentage of work to be completed by the Vendor, and each subcontractor, as measured by percentage of the total Contract. The statement shall bear an original signature from a person authorized to legally bind the subcontractor. The proposed subcontractor shall also be licensed to conduct business in the State of Florida.

- 3.6.1.6** A statement certifying that the Vendor has no interest, and shall not acquire any interest, which will conflict with its performance of the services required under this RFP.
- 3.6.1.7** A statement identifying whether the Vendor, or all entities related to the Vendor (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Vendor; or subcontractors), have ever been convicted of fraud, deceit or unlawful business dealings, whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Vendor shall identify the amount of any payments made as part of any settlement agreement, consent order, or conviction relating to this paragraph. If there have been none, a statement must be provided to this effect.
- 3.6.1.8** A statement indicating whether it, its parent company, any of its corporate officers, affiliates, divisions, or subdivision, or any affiliates, divisions or subdivisions of its parent company is currently the subject of an investigation by a State, federal, or other governmental agency.
- 3.6.1.9** A signed and notarized Attachment V, Certification/Attestation Form.
- 3.6.1.10** A signed and notarized Attachment VI, Facility/Site Requirements Certification/Attestation Page.
- 3.6.1.11** A completed Attachment XI, Vendor's Contact Information.

3.6.2 Tab B - Business/Corporate Experience and Qualifications

3.6.2.1 Narrative/Record of Past Experience

The Vendor shall have three (3) years of business/corporate experience within the last five (5) years, in the provision of residential substance use disorder treatment and behavioral health program services, with Mental Health Overlay Services, to the criminal justice population utilizing the TC Model. Details of the Vendor's experience shall be provided in narrative form, in sufficient detail so the Department can evaluate its complexity and relevance. The following information shall be included under **Tab B**, and shall specifically include:

- a. A description of the Vendor's corporate purpose and approach.

- b. The Vendor's business plan and administrative structure. The Vendor's organizational structure shall be described with clear lines of authority depicted.
- c. A narrative description of the Vendor's experience, for the provision of services similar to those identified in this RFP for three (3) years within the last five (5) years, that fully demonstrate that the Vendor has the experience and ability to completely and timely perform all services contemplated by this RFP. This shall include the name and current telephone number, email address, and mailing address, for the specified Contract Manager, or designee, for each identified Contract, in addition to the following information:
 - 1) Estimated annual Contract value;
 - 2) Number of clients served, if applicable;
 - 3) The term of the Contract, including effective dates;
 - 4) Reason for Contract end, if the Contract is no longer in effect;
 - 5) Types of services directly provided by the Vendor under the resulting Contract and whether the Vendor was a prime contractor or subcontractor;
 - 6) Detailed examples of situations where the Vendor excelled at meeting performance criteria or deliverables; and
 - 7) A copy of the most recent contract management reviews, evaluations, audits, or similar documents for those Contracts identified.
- d. A summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience (i.e., specialized accreditations, grant awards, etc.).
- e. A summary of any ongoing litigation with an indication as to whether a negative outcome would have potential material impact on the Vendor. If none, then the Vendor should provide a statement to that effect.
- f. A summary of how the Vendor has implemented Trauma-Informed Care Approach in the Vendor's philosophy and in the delivery of residential services.

3.6.2.2 Business/Corporate Background

The following corporate details for the Vendor and each subcontractor, if applicable, shall be provided.

- a. Date established;
- b. Ownership (public company, partnership, subsidiary, etc.);
- c. Federal tax identification number (FEIN);
- d. Primary type of business and the number of years conducting primary business;

- e. Total number of employees; and
- f. National accreditations, memberships in professional associations, or other similar credentials.

3.6.2.3 Business/Corporate References

The Vendor shall furnish references with their Proposal, utilizing the form provided as Attachment VII of this RFP. The Department shall, at its discretion use Attachment VIII, Reference Questionnaire, to contact the references provided by the Vendor. To qualify as current experience, services described by corporate reference shall be ongoing or shall have been completed within the 18 months preceding the issue date of this RFP.

The Department reserves the right to use all information provided in determining Vendor's qualifications and whether the Vendor is responsible, as well as any other information the Department may obtain through any means that bears the issue of responsibility.

3.6.3 Tab C - Program Staffing

The purpose of this section is to provide the Department with a basis for determining the Vendor's understanding of the qualifications of personnel required for administrative oversight and/or management of any resulting Contract. The Vendor shall supply information related to project staff and insert it under Tab C of the Proposal. The information shall include:

3.6.3.1 Key Management Personnel and Qualifications

Resumes or curriculum vitae and qualifications of the following individuals to be assigned to the Contract. Such information should demonstrate the required experience and licenses or credentials, as applicable:

- a. **Chief Executive Officer (or equivalent title):** The Chief Executive Officer is the highest-ranking officer in the Vendor's company or organization. The CEO shall have a minimum of two (2) years' experience as CEO.
- b. **Program Manager (or equivalent title):** The Program Manager is the individual who will have corporate responsibility for administration of the resulting Contract. This individual shall have a minimum of two (2) years' experience within the last five (5) years at the management level, providing direct administrative oversight.
- c. **Qualified Professional:** The Qualified Professional is the individual who will be responsible for Clinical Supervision of services provided at the facility.
- d. **Licensed Clinician (Chapter 491, F.S.):** The Licensed Clinician will provide case-management services and liaison between the

substance use disorder treatment team and medication management with the Psychiatrist.

Additionally, the Vendor shall provide a list of all position titles in the organization that will provide any administrative oversight, support or direct services under any resulting Contract. This position title list should reflect the number of staff with that title who will be providing those services, specify whether it is an on-site position or an administrative oversight position, and include a description of how staff are trained and qualified to provide the services outlined in this RFP.

3.6.3.2 General Project Staff Requirements

3.6.3.2.1 Job Descriptions

The Vendor should provide a job description for each type of staff position identified below. Job descriptions should include minimum education and experience required, salary range and specific job duties. Clinical positions should also reflect the maximum caseload number for the identified positions.

- a. Qualified Professional/Clinical Supervisor (or equivalent title)
- b. Primary Counselor
- c. Management or Supervisory Positions
- d. Clinical/Program Support/Monitor Positions
- e. Licensed Clinician (Chapters 490 or 491, F.S.)
- f. Any other position(s) providing services under this RFP.

3.6.3.2.2 Staffing Plan and Schedule

The Vendor will provide the following:

- a. A list of all position titles in the organization that will provide any administrative oversight, support, or direct services under any resulting Contract. This position title list should reflect the number of staff with that title who will be providing those services, and specify whether it is an on-site position or an administrative oversight position;
- b. A detailed monthly master Program schedule for the Intensive Treatment Component Phase (ITC) and the Employment Reentry Phase (ERC), which reflects all counseling and therapeutic activities, as well as any other activities that are scheduled to occur, seven (7) days per week, 24 hours per day. These schedules should reflect the time the activities are scheduled to begin and end;
- c. A detailed potential monthly staffing schedule which reflects the number of staff and the position titles of the individuals who will be working each identified shift, seven (7) days per week, 24 hours per day;

- d. A detailed written “back up” plan for filling staff absences and vacancies;
- e. Prior history of staff retention, and what incentives and benefits are provided to retain staff; and
- f. Written plan to recruit, hire, and train staff for this project, which reflects an understanding of the Department’s role in approving an individual for work under any resulting Contract(s).

3.6.4 Tab D – Technical Proposal/Service Delivery Approach

The Vendor shall provide a narrative Service Delivery Approach identifying how the Vendor will meet the requirements of this RFP. The response should fully describe the Vendor’s methodology for meeting the Department’s requirements for service delivery, outlined in Section 2.0, SCOPE OF WORK. The Technical Response shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level. The Vendor shall insert the required information for this section under Tab D of their response.

Vendors shall be thorough and detailed in their responses and are encouraged to include any additional relevant information that would assist in evaluating the overall strength of the Program.

If offering any value-added services, the Vendor shall provide a detailed description of the value-added services the Vendor is offering the Department. Value-added services shall be provided at no cost to the Department and are in addition to those services that meet the minimum service requirements and are with the scope of this RFP.

Tab D shall also contain the following requirements:

- 3.6.4.1 Program Licensure:** The Vendor shall provide with their Proposal documentation showing current required licensure for the proposed site(s), appropriate to the program type for this RFP, as specified by Rule 65D-30.003, F.A.C., Licensing and Regulatory Standards, or a copy of the DCF application for licensure, or an implementation plan to obtain licensure including the plan for required accreditation. If the Vendor is currently providing residential services, a copy of the most recent DCF audit and/or required accreditation for services should be provided. The Vendor shall be responsible for all costs associated with licenses and accreditation required for the Program.
- 3.6.4.2 Referral Forms:** The Vendor shall provide with their Proposal a detailed description of the Vendor’s system for processing referral forms from Program referral to Program discharge, including maintaining wait lists, referral lists, meeting timeframes, and communicating with the Department’s Supervising Probation Officer, or designee.
- 3.6.4.3 Discharge Criteria and Planning:** The Vendor shall provide with their Proposal a detailed description of the Vendor’s discharge planning process for successful, unsuccessful, or administrative discharge, including

behavior expectations of the Offender, provision of documents to the Department, and timeframes for completion of these documents.

- 3.6.4.4** Program Eligibility/Screening: The Vendor shall provide with their Proposal a detailed description of the Vendor's determination of appropriateness and admission criteria for an Offender's admission or exclusion from the Program, and screening process to include the Offender's consent forms, timeframes, and provision for Offenders who do not meet the screening criteria, including the criteria that Offenders who are approved for placement in a Mental Health Overlay Services bed, if applicable, must meet.
- 3.6.4.5** Risk and Needs Assessment: The Vendor shall provide with their Proposal a detailed description of the Risk and Needs Assessment instrument they will utilize and how criminogenic needs identified will be incorporated into the Offender's Psychosocial Evaluation and Individual Treatment Plan.
- 3.6.4.6** Orientation: The Vendor shall provide with their Proposal a detailed description of how the orientation process will meet the requirements of Rule 65-D-30.004(16), F.A.C., including but not limited to, provision of Client Handbook, applicable fees, limits of confidentiality, Program rules, client grievance procedures, and address coordination with the Department's Supervising Probation Officer.
- 3.6.4.7** Treatment Planning: The Vendor shall provide with their Proposal a detailed description of the treatment planning process, including initial and Individual Treatment Plans and reviews, how they will incorporate identified criminogenic risks and needs, and how they will incorporate compliance with supervisory requirements.
- 3.6.4.8** Intensive Treatment Component (ITC): The Vendor shall provide with their Proposal a detailed description of how the ITC will be implemented, including the Vendor's approach to the provision of counseling sessions and therapeutic activities, which includes a schedule of the activities that will be offered including the counseling and therapeutic activities. The schedule should include how the Offender's time is utilized 24 hours per day, seven (7) days per week.
- 3.6.4.9** Employment/Reentry Component (ERC): The Vendor shall provide with their Proposal a detailed description of how the ERC will be implemented, including the Vendor's approach to the provision of counseling sessions and therapeutic activities, and a schedule of the activities that will be offered including the counseling and therapeutic activities. The schedule should include how the Offender's time is utilized 24 hours per day, seven (7) days per week.
- 3.6.4.10** Cognitive Behavioral Programming: The Vendor shall provide with their Proposal a detailed written description of its understanding that all engaging Offenders must receive Cognitive Behavioral Programming during their course of treatment addressing criminal thinking and the evidence-based curriculum that will be utilized.

- 3.6.4.11 Criminogenic Needs:** The Vendor shall provide with their Proposal a detailed written description of how they will address criminogenic needs, i.e., Anti-Social Personality; Criminal Associates; Substance Use; Family/Marital; Leisure/Recreation; Criminal Thinking/Attitude; and Employment/School in all counseling and Therapeutic Activities.
- 3.6.4.12 Counseling Activities:** The Vendor shall provide with their Proposal a detailed description of how the weekly required hours of counseling activities will be met, including:
- a. Specific activities that will be used to meet this requirement;
 - b. Evidence-based practices/curriculums that will be utilized to meet this requirement, and any specific criminogenic needs;
 - c. Length and type of group sessions, including minimum participants; and
 - d. Minimum credentials of the facilitator(s) for counseling activities.
- 3.6.4.13 Therapeutic Activities:** The Vendor shall provide with their Proposal a detailed description of how the weekly required hours of therapeutic activities will be met, including:
- a. Specific activities that will be used to meet this requirement;
 - b. Evidence based practices/curriculums that will be utilized to meet this requirement, and any specific criminogenic needs;
 - c. Length and type of meetings, groups, activities, including minimum participants; and
 - d. Minimum credentials of the facilitator for therapeutic activities.
- 3.6.4.14 Therapeutic Community Model:** The Vendor shall provide with their Proposal a detailed written description of how they will utilize the Therapeutic Community Model in the delivery of services, as described in Section II, C., D., and E., of Attachment XIII, the Guide.
- 3.6.4.15 Management of Personal Finances:** The Vendor shall provide with their Proposal a detailed description of how Offenders will be provided instruction and guidance on personal financial management and budgeting. The description should include how Offenders will apply and practice the instruction and guidance provided throughout the Program in the Employment/Reentry Phase.
- 3.6.4.16 Management and Oversight of Offender Funds:** The Vendor shall provide with their Proposal a detailed description of how Offenders' funds will be managed.
- 3.6.4.17 Subsistence:** The Vendor shall provide with their Proposal a detailed description of the amount of proposed Subsistence, how and when Subsistence fees from an employed Offender will be approved, accessed, collected, and recorded, and where receipts, pay stubs, etc. will be maintained. This description should also include how and when the Offenders will be oriented/notified of the Subsistence policy.

- 3.6.4.18** Work Details and Extra Duty: The Vendor shall provide with their Proposal, a policy for Work Details and Extra Duty, as outlined in Attachment XIII, the Guide.
- 3.6.4.19** Accounting for the Offender's Whereabouts/Signing In and Out of the Facility: The Vendor shall provide with their Proposal the Vendor's Policy and Procedure regarding Offenders signing in and out of the facility, and how the Vendor will ensure the whereabouts of Offenders at all times.
- 3.6.4.20** Program Leave, Off-Site Activities, and Absences: The Vendor shall provide with their Proposal, a detailed description of the Vendor's approved Offender leave program, including recreation and leisure activities, and other off-site activities, including Offender medical emergencies, eligibility, approval, and timeframes for all leave.
- 3.6.4.21** Employment and Verification of Employment: The Vendor shall provide with their Proposal a detailed description of their guidelines for Offender employment, and how the Offender's employment will be verified, including the frequency of contact with the Offender's employer to substantiate work performance and attendance.
- 3.6.4.22** Aftercare/Continuing Care Program: The Vendor shall provide with their Proposal a detailed description of their provision of aftercare/continuing care program services, or how services will be referred to other providers. The Vendor shall include the estimate cost of aftercare/continuing care program services to the Offender.
- 3.6.4.23** Mental Health Overlay Services: The Vendor shall provide with their Proposal a written detailed plan of how Offenders with mental health overlay disorders will be identified. The Vendor shall provide a written detailed plan of how all requirements for the delivery of Mental Health Overlay Services in Section 2.8.3.7 will be delivered, tracked, and measured.
- 3.6.4.24** Clinical Supervision: The Vendor shall provide with their Proposal a written description of the following: (1) a detailed description of how the Vendor will provide on-site individual/group clinical supervision a minimum of four (4) hours per month, per primary counselor, and specifically how this supervision will be documented; (2) detailed description of how the Qualified Professional will ensure that clinical charts are reviewed, signed and dated, in accordance with Chapter 65D-30, F.A.C. and Chapter 397, F.S.
- 3.6.4.25** Quality Improvement Plan: The Vendor shall provide with their Proposal a summary of their Quality Improvement Plan as it relates to the delivery of service outlined in this RFP.
- 3.6.4.26** Food Service/Meals: The Vendor shall provide with their Proposal a detailed description of how meals will be provided to Offenders to ensure three (3) balanced and nutritious meals per day, and one (1) snack, including the process for annual review of the menu, by a dietitian, how working Offenders will be provided meals, and how the needs of Offenders with special nutrition and dietary plans will be met.

- 3.6.4.27 Staff Conduct and Safety Requirements:** The Vendor shall provide with their Proposal its detailed written description understanding of staff conduct and safety requirements listed in Section 2.10, and how the Vendor will ensure that all its staff adhere to these requirements.
- 3.6.4.28 Emergency Operations Procedure:** The Vendor shall provide with their Proposal a written emergency procedure covering such emergencies as fire, natural disaster, hurricanes, severe weather, and pandemic outbreak, including, how the Vendor will coordinate with the Department during such emergencies.
- 3.6.4.29 Reporting Requirements:** The Vendor shall provide with their Proposal a written description of how the Vendor will meet the reporting requirements in Section 2.13 of this RFP. This detailed description must address each required report separately and should list any non-Department forms that will be utilized to meet the requirement.
- 3.6.4.30 Performance Measures:** The Vendor shall provide with their Proposal a written description of the steps the Vendor intends to implement in order to meet each of the performance measures of this RFP, and the Vendor's understanding of when and how financial consequences for failure to meet these performance measures will be assessed.
- 3.6.4.31 Records and Documentation:** The Vendor shall provide with their Proposal a detailed description of how the Vendor will maintain client records, and documentation to include the record of substance use services provided, including documentation of progress, record management system, and record retention and disposition.
- 3.6.4.32 Value-Added Services:** The Vendor shall provide with their Proposal a detailed description of any Value-Added Services the Vendor is offering the Department.

3.6.5 Tab E – Facility/Site Information

This information is being collected to assist in the evaluation of the proposed facility/site, and to aid in the facility/site inspection (see Section 1.4.1 regarding facility/site inspections). The Vendor's facility/site shall meet all requirements to the satisfaction of the Department, as determined by the Department. Note: The Department shall not enter into any resulting Contract execution until it provides written approval to the Vendor of the facility/site location(s) having met all requirements.

The Vendor shall provide, under Tab E, a detailed description of the proposed facility/site that will be utilized to house Offenders and provide space for services under any resulting Contract. The description should include, but is not limited to, the following:

- 3.6.5.1** The physical address of the current or proposed facility/site.
- 3.6.5.2** A brief description of the surrounding area/neighborhood, including proximity to public transportation, community resources, and employment

opportunities. Indicate if there is a school, daycare facility, park, playground or other area where children regularly congregate near the Program facility and the approximate distance from the Vendor's facility/site.

- 3.6.5.3** Documentation of compliance with zoning requirement, including the capability to obtain a Conditional Use Permit (CUP) and communication with the county's Zoning Advisory Board, if applicable, and copies of all existing permits or a plan to obtain and comply accordingly.
- 3.6.5.4** A facility start-plan which provides a timeline for the start of operations at the Vendor's facility, including, but not limited to, a timetable for preparing the facility/site for occupancy on or before the anticipated Contract start date, including any other tasks that are required before the actual occupancy and operation of the Program is commenced. This should also include the Vendor's understanding of the Department's allowable service start-up period of three (3) months for the "start-up period" of services to Offenders. The three (3) month period and number of beds will be implemented on a monthly cycle as noted in Section 2.8.9 of this RFP.
- 3.6.5.5** Compliance documentation to include, but not limited to, Americans with Disabilities Act (ADA) and all rules of the State Fire Marshal. Documentation shall support the ability to comply and obtain all required licenses or a plan to obtain and comply accordingly.
- 3.6.5.6** A brief description of how the facility will be maintained, including pest and vermin control and trash removal.
- 3.6.5.7** An acknowledgement that there will be dedicated private space that will be allocated for Department staff use.

3.6.6 Tab F – Cost Proposal Sheet

The Attachment I, Cost Proposal Sheet for Clay County; Attachment II, Cost Proposal Sheet for Alachua County; and/or Attachment III, Cost Proposal Sheet for Bradford County, shall be submitted with the most favorable terms the Vendor can offer. The Department may reject any and all Proposals that are conditional, incomplete, or which contain irregularities.

By submitting an offer under this RFP, each Vendor warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges may render the entire Proposal non-responsive.

The Cost Proposal Sheet(s) shall identify the name of the Vendor's Organization, date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Vendor to the prices submitted. The Cost Proposal Sheet(s) should be sealed separately, but should be able to be easily inserted into Tab E upon the Cost Proposal opening.

All calculations will be verified for accuracy by the Department's Bureau of Procurement. In the event a mathematical error is identified, unit prices submitted by the Vendor will prevail.

3.7 Response Opening

Proposals are due, and will be publicly opened, at the time, date, and location specified in the Timeline. Responses received late (after Opening Date and Time) will not be accepted or considered, and no modifications by the Vendor of any Proposal will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a Proposal not properly sealed, addressed, or identified. The name of all Vendors submitting Proposals will be made available to interested parties, after the Proposal Opening, upon written request to the Procurement Officer, listed in Section 1.8 of the RFP.

3.8 Evaluation Criteria

To assist the Vendor in the development of their Proposal and to facilitate Proposal review, and evaluation by the Department, the Vendor should provide the page number(s) (in column 2) for the requested information located in the Evaluation Criteria (Attachment IX), which should cross reference the contents of Vendor's Proposal, and will be used by the Department for the review and evaluation of Proposals. **The Vendor should indicate at the bottom of each sheet the Vendor name.** The Vendor should also leave the remaining fields blank for completion by evaluators.

3.8.1 Evaluation of Proposals

Following the opening, the Department will conduct a review of the Mandatory Responsiveness Requirements as a pass or fail (listed in Section 3.5 of the RFP). If a Proposal passes, it will then be evaluated and scored, based on the established criteria defined in Attachment IX, Evaluation Criteria. The Evaluation Score Sheet will be used by the Evaluation Team to allocate the technical point value assigned to each Proposal for Category I - Business/Corporate Experience and Qualifications, Category II - Project Staffing, Category III - Service Delivery Approach, and Category IV - Facility/Site Information. The Procurement Officer will allocate the Cost Points on the Evaluation Score Sheets.

The evaluation will involve the point scoring of each criterion in each Category by the Evaluation Team and the allocation of Cost Points by the Procurement Officer. The following shows the maximum number of points that may be awarded for each Category:

Category I - Business/Corporate Experience and Qualifications – Tab B	100 points
Category II - Project Staffing – Tab C	150 points
Category III - Service Delivery Approach – Tab D	425 points
Category IV - Facility/Site Information – Tab E	25 points
Cost Points - Cost Proposal Sheet(s) – Tab F	300 points
TOTAL POSSIBLE POINTS	1,000 points

3.8.1.1 Evaluators will independently score each criterion within a Category. Each Evaluator's score for each Category will be combined and averaged to determine the technical point value for that Category. Each Vendor's technical point value for each Category will then be combined, and added to the Cost Point value to determine Final Scores. Attachment IX, Evaluation Criteria, includes the questions that have been developed for each Category. A score should be assigned by the Department's evaluators to each question as follows:

Poor:	Not included in the Proposal or below minimum requirements; demonstrates insufficient understanding of the project, demonstrates poor programmatic capability, and is not clearly presented.
Adequate:	Meets minimum requirements; demonstrates general understanding of the project, and acceptable programmatic capability.
Good:	Above minimum requirements; Vendor(s) has a good approach with above-average understanding of the project, and above-average programmatic capability.
Exceptional:	Exceeds minimum requirements; demonstrates superior understanding of the project, excellent and innovative programmatic capability, an outstanding approach, and clarity in presentation.

3.8.1.2 For Cost Points, the Vendor submitting the lowest Grand Total Price will receive 300 points. All other Proposals will receive Cost Points according to the following formula:

$$(N / X) \times 300 = Z$$

Where: N = Lowest Grand Total Price received by any Proposal
X = Vendor's Grand Total Price
Z = Cost Points Awarded

3.9 Disclosure of Response Contents

All documentation produced as part of this RFP shall become the exclusive property of the Department and may not be removed by the Vendor or its agents. All Proposals shall become the property of the Department and shall not be returned to the Vendor. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Proposal. Selection or rejection of a Proposal shall not affect this right.

3.10 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority; the Vendor must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe, in writing, the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This Redacted Copy shall contain the Department's solicitation name, number, and the name of the Vendor on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time the Vendor submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Vendor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor fails to submit a Redacted Copy with its response, the Department is authorized to produce the

entirety of the documents, data or records submitted by the Vendor in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

3.11 Basis of Award

The Department anticipates awarding one (1) or more Contracts from this RFP; one (1) to each responsible and responsive Vendor(s) who receives the highest Final Score for each site location. The Department reserves the right to award a Contract(s), in whole, or for part of the work provided by this RFP. The Department reserves the right to accept, or reject any and all offers, or separable portions, and to waive any Minor Irregularity, technicality, or omission if the Department determines doing so will serve the best interest of the State.

3.12 Posting of Notice of Agency Decision

The Department shall post a public notice of agency action when the Department has made a decision to award a Contract(s), reject all Proposals, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Timeline, and will remain posted for a period of 72 hours (Saturdays, Sundays, and State holidays shall be excluded in the computation of the 72-hour time period). All postings will be made available on the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu.

3.13 Disposal of Proposals

All Proposals become the property of the State of Florida, and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Proposal will not affect this right.

3.14 Rules for Withdrawal

A submission may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the Vendor, within 72 hours after the Proposal submission date indicated in the Timeline. Any submitted response shall remain valid for 365 days after the Opening Date.

3.15 Rejection of Proposals

The Department shall reject any or all Proposals containing Material Deviations. In determining whether a Proposal contains a Material Deviation or a Minor Irregularity, the Department will use the definitions of those terms set forth in Section 1.3.

In addition, the Department reserves the right to reject all Proposals to this RFP.

3.16 Non-Mandatory Pre-Proposal Conference

The Department will conduct a Pre-Proposal Conference on the date, time and location specified in the Timeline. Attendance at the Vendors' conference is not mandatory, but is highly encouraged.

The purpose of the conference is to discuss the contents of this RFP and accept verbal questions from potential Vendors. The Department will make a reasonable effort to provide answers during this event. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response ONLY to those verbal questions subsequently submitted in writing in accordance with Section 1.8 of this RFP, Vendor Inquiries. The Department's written response will be provided to all prospective Vendors via posting on the VBS as an addendum to the RFP and shall be considered the Department's official answers. Verbal answers and discussions shall not be binding upon the Department.

3.17 Addenda

If the Department deems it necessary to supplement, modify or interpret any portion of the solicitation or exhibits, addenda and materials relative to this solicitation, it will be posted on the VBS at http://vbs.dms.state.fl.us/vbs/main_menu. Interested parties are responsible for monitoring this site for new or changing information or clarifications relative to this solicitation.

3.18 Verbal Instructions Procedure

The Vendor shall not initiate, or execute, any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department's Procurement Officer are considered duly authorized expressions on behalf of the State. Additionally, only written communications from Vendors are recognized as duly authorized expressions on behalf of the Vendor.

3.19 No Prior Involvement and Conflict of Interest

Section 287.057(17)(c), F.S., provides, "A person who receives a Contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent Contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to Contract with the agency for any other Contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such Contract. However, this prohibition does not prevent a Vendor who responds to a request for information from being eligible to Contract with an agency."

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

The Vendor shall acknowledge acceptance of this requirement on Attachment V, Certification/Attestation Form.

The Vendor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract

or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

3.20 State Licensing Requirements

All entities defined under Chapters 605, 607, 617, 620 or 621, F.S., seeking to do business with the Department shall be on file and in good standing with the Florida Department of State (DOS). If not currently registered with the DOS, the Successful Vendor will have five (5) days from the date of award to complete registration, or provide notice of exemption to this requirement.

3.21 Travel Expenses

The Department shall not be responsible for the payments of any travel expenses incurred by the Vendor resulting from this RFP.

3.22 Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to: CO-GCAgencyClerk@fdc.myflorida.com, or by facsimile to: (850) 922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after regular business hours (8:00 a.m. to 5:00 p.m., ET) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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SECTION 4.0 - SPECIAL CONDITIONS

4.1 General Contract Conditions (PUR 1000)

The General Contract Conditions are outlined in form PUR 1000 which is a downloadable document, incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within form PUR 1000. There is no need to return this document with the response. The PUR 1000 is available at:

[http://dms.myflorida.com/content/download/2933/11777.](http://dms.myflorida.com/content/download/2933/11777)

4.2 State Initiatives

4.2.1 Diversity in Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-owned, women-owned, and service-disabled veteran-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects these business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, Vendors may contact the Department of Management Services', Office of Supplier Diversity at (850) 487-0915.

The State is dedicated to fostering the continued development and economic growth of minority-owned, women-owned, and service-disabled veteran-owned business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it vital that minority-owned, women-owned, and service-disabled veteran-owned business enterprises participate in the State's procurement process as both Vendors, and subcontractors, of this solicitation.

Information on Certified Minority Business Enterprises (CMBE), and Certified Service-Disabled Veteran Business Enterprises (CSDVBE), is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/

Documentation regarding Diversity in Contracting must be submitted to the Department's Contract Administrator, and should identify participation by diverse Vendors and suppliers as prime Contractors, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree. This documentation shall include the timely reporting of funds expended to certified, and other, minority-owned/service-disabled veteran-owned business enterprises. Such reports must be submitted at least monthly, and must include the period covered, the name, minority code and Federal Employer Identification Number of each minority-owned/service-disabled veteran-owned Vendor utilized during the period, the commodities and services provided by the each, and the amount paid to each under the terms of any Contract resulting from this solicitation.

4.2.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Vendor shall submit a plan to support the procurement of products and materials with recycled content, referencing the intent of Section 403.7065, F.S. The Vendor shall also provide a plan, if applicable, for reducing and/or handling of any hazardous waste generated by the Vendor's company, referencing Rule 62-730.160, F.A.C. It is a requirement of the Florida Department of Environmental Protection (DEP) that a generator of hazardous waste materials exceeding certain thresholds must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Vendor's explanation of its hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.

4.3 Subcontracts

The Vendor may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services as indicated in this RFP. Anticipated subcontract agreements known at the time of Proposal submission, including the amount of the subcontract, must be identified in the Proposal. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, which the Vendor enters into with respect to performance of any of its functions under any resulting Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Vendor.

If a subcontractor is utilized by the Vendor, the Vendor shall pay the subcontractor within seven (7) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Vendor shall be solely liable to the subcontractor for all expenses and liabilities under any resulting Contract resulting from this RFP. Failure by the Vendor to pay the subcontractor within seven (7) business days will result in a penalty to be paid by the Vendor to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

4.4 Insurance

The Vendor agrees to provide adequate, comprehensive insurance coverage, and to hold such insurance at all times during the existence of any resulting Contract from this solicitation. The Vendor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Vendor, and the Department, under any resulting Contract from this solicitation. At a minimum, such insurance shall include workers' compensation and employer's liability insurance, per Florida statutory limits, covering all employees engaged in any Contract work; commercial general liability coverage; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work. The Vendor may be required to furnish the Department written verification of such insurance coverage. Such coverage

may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Vendor is a state agency or subdivision, as defined in Section 768.28, F.S., the Vendor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

4.5 Copyrights, Right to Data, Patents and Royalties

Where Contract activities produce original writing, sound recordings, pictorial reproductions, drawings, other graphic representation, and/or works of any similar nature, the Department has the right to use, duplicate and disclose such materials, in whole or in part, in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so also. If the materials so developed are subject to copyright, trademark, patent, legal title, then every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, will vest in the Florida Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm or corporation, including parties to the Contract resulting from this solicitation, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the Florida Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, F.S., and may not be copied or removed by any employee of the Vendor without express written permission of the Department.

The Vendor, without exception, shall indemnify and save harmless the Department, and its employees, from liability of any nature or kind, including costs and expenses, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article, manufactured, or supplied, by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article equipment or data not supplied by the Vendor, or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim regarding copyright or patent infringement, and will afford the Vendor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made, or is pending, the Vendor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the Department agrees to return the article to the Vendor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction. If the Vendor uses any design, device, or material(s) covered by letter, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials.

4.6 Independent Contractor Status

The Vendor shall be considered an independent contractor in the performance of its duties and responsibilities. The Department shall neither have nor exercise any control or direction over the methods by which the Vendor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

4.7 Assignment

The Vendor shall not assign its responsibilities or interests to another party without prior written approval of the Department's Contract Manager, or designee. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations to another governmental agency of the State of Florida upon giving written notice to the Vendor.

4.8 Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.9 Use of Funds for Lobbying Prohibited

The Vendor agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial Branch, or a state agency.

4.10 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the Department's Offenders and of the general public which is served by the Department, either directly or indirectly, through these services.

4.11 Convicted Felons

No personnel assigned may be a convicted felon or have relatives either confined by, or under supervision of, the Department, unless an exception is granted.

4.12 Taxes

The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. Tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by Vendors who use the tangible personal property in the performance of Contracts for the improvement of state owned real property, as defined in Chapter 192, F.S.

4.13 Safety Standards

Unless otherwise stipulated in the Proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

4.14 Americans with Disabilities Act (ADA)

The Vendor shall comply with the Americans with Disabilities Act (ADA). In the event of the Vendor's noncompliance with the nondiscrimination clauses, the ADA, or with any other such rules, regulations, or orders, any resulting Contract may be cancelled, terminated, or suspended in whole or in part, and the Vendor may be declared ineligible for further Contracts.

4.15 Employment of Department Personnel

The Vendor shall not knowingly engage, employ or utilize, on a full-time, part-time, or other basis during the period of any resulting Contract from this RFP, any current or former employee of the Department where such employment conflicts with Section 112.3185, F.S.

4.16 Legal Requirements

Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Proposal response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

4.17 Governing Law and Venue

Any resulting Contract shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

4.18 Prison Rape Elimination Act (PREA)

The Vendor will comply with the national standards to prevent, detect, and respond to prison rape under the PREA, Federal Rule 28 C.F.R. Part 115. The Vendor will also comply with all Department policies and procedures that relate to PREA.

4.19 Termination

4.19.1 Termination at Will

Any resulting Contract may be terminated by the Department upon no less than 30 days' notice and by the Vendor upon no less than 120 days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4.19.2 Termination for Lack of Funds

In the event funds to finance any Contract(s) resulting from this solicitation become unavailable, the Department may terminate the Contract upon no less than 24 hours' notice in writing to the Vendor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. The Department will be the final authority as to the availability of funds.

4.19.3 Termination for Cause

If a breach of any Contract(s) resulting from this solicitation occurs by the Vendor, the Department may, by written notice to the Vendor, terminate any Contract(s) resulting from this solicitation upon 24 hours' notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Rule 60A-1.006, F.A.C. The provisions herein do not limit the Department's right to remedies at law or to damages.

4.19.4 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of any Contract(s) resulting from this solicitation.

4.20 Retention of Records

The Vendor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any Contract(s) resulting from this solicitation for a period of five (5) years. The Vendor shall maintain complete and accurate record-keeping, and documentation as required by the Department and the terms of any Contract(s) resulting from this solicitation. All invoices and documentation must be clear, and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than 48 hours upon request if stored at a different site location than the address listed on Attachment XI, Vendor's Contact Information. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Vendor for a period of seven (7) years following termination of the Contract(s), or, if an audit has been initiated, and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Vendor shall advise the Department of the location of all records pertaining to the Contract(s) resulting from this solicitation, and shall notify the Department by certified mail within 10 days if/when the records are moved to a new location.

4.21 Indemnification

The awarded Vendor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and

attorney's fees arising out of intentional acts, negligence, or omissions by the Vendor(s), or its employees or agents, in the course of the operations of this Contract(s), including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

The Vendor further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the Department against the same at the Vendor's expense.

4.22 Inspector General

In accordance with Section 20.055(5), F.S., the Vendor, and any subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

4.23 Vendor Ombudsman

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this office include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Florida Department of Financial Services' at (850) 413-5516 or toll-free at 800-342-2762.

4.24 Records and Documentation

To the extent that information is utilized in the performance of any resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the Department; and (d) upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the Vendor for a period of five (5) years after the termination

of any resulting contract or longer as may be required by any renewal or extension of the Contract. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), F.S., or 119.071, F.S.

The Vendor further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the Department against the same at its expense.

4.24.1 Clinical Files

Upon admission, the Vendor shall prepare a clinical file for each Offender. All clinical files shall contain documentation as required by the service specifications of the Contract, Chapter 65D-30, F.A.C. and Chapter 397, F.S., and all updates and revisions to those documents. Files shall be retained in a manner consistent with all State, federal and other applicable regulations.

4.25 Audit Records

The Vendor agrees to maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Accounting Procedures (GAAP) and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under any resulting Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General, and to ensure that all related party transactions are disclosed to the auditor.

The Vendor agrees to include all record-keeping requirements in all subcontracts and assignments related to any resulting Contract.

4.26 Financial Specifications

4.26.1 Funding Source

The Department's performance and obligations to pay for services under any resulting Contract or PO are funded from the General Revenue through Specific Appropriation 744 and are contingent upon an annual appropriation by the Legislature. The cost of services paid under any other Contract(s) or from any other source are not eligible for reimbursement under this Contract(s).

4.26.2 Invoicing and Payment of Invoice

Any Contract(s) resulting from this RFP will be at a fixed per diem rate (per day, per occupied bed). The Department will compensate the Vendor for services, as specified in Attachment I, Cost Proposal Sheet for Clay County; Attachment II, Cost Proposal Sheet for Alachua County, and Attachment III, Cost Proposal Sheet for Bradford County. All charges must be billed in arrears, in accordance with Section 215.422, F.S.

The Vendor agrees to request compensation, on a monthly basis, through submission of a properly completed invoice within 10 days following the end of the

previous month of service delivery. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be accompanied by the required monthly summary reports as outlined in Section 2.13, Reporting Requirements, and shall be submitted to the Department's Contract Manager, or designee.

The Vendor's invoice shall include the Vendor's name, Contract number, invoice number, federal employer identification number (FEIN), unit rates in accordance with the Cost Proposal Sheet(s), description of service, dates of service, and total amount of invoice.

The Vendor's invoice shall include the Vendor's name, mailing address, FEIN, resulting Contract number, invoice number, unit rates, and dates of service. The Vendor shall submit invoices pertaining to any resultant Contract to the Department's Contract Manager, or designee.

4.27 Modification after Contract Execution

During the term of any resulting Contract, the Department may unilaterally require changes (altering, adding to, or deducting from the specifications), provided such changes are within the general scope of this solicitation.

The Vendor may request an equitable adjustment in the price(s) or delivery date(s), if the change affects the cost or time of performance. Such equitable adjustments require the express written approval of the Department's Contract Manager, or designee, and a written Contract amendment.

The Department shall provide written notice to the Vendor 30 days in advance of any Department-required changes to the technical specifications, and/or scope of service, which affect the Vendor's ability to provide the service as specified herein. Unless otherwise stated within the resulting Contract, modifications shall be valid only through execution of a formal Contract amendment.

4.28 MyFloridaMarketPlace (MFMP) Registration

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services, as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace Vendor Information Portal (VIP), unless exempted under Rule 60A-1.031, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any Vendor not registered in the VIP system, unless exempted by Rule. A Vendor not currently registered in the VIP system shall do so within five (5) days of award.

Registration may be completed at:

<http://vendor.myfloridamarketplace.com>. For assistance, contact the MyFloridaMarketPlace Customer Service Desk at (866)352-3776 or vendorhelp@myfloridamarketplace.com.

4.29 Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Vendor identified in any resulting Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during this Contract

term by the Vendor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Vendor to perform work pursuant to the Contract with the Department via <http://www.uscis.gov/everify>. Additionally, the Vendor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Contract term by the Vendor to perform work or provide services pursuant to this Contract with the Department.

4.30 Vendor Substitute W-9

The Florida Department of Financial Services (DFS) requires all Vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Answers to frequently asked questions related to this requirement are found at <https://flvendor.myfloridacfo.com>. For additional assistance, Vendors may contact their Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com.

4.31 Scrutinized Companies Certification

The Vendor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Vendor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Vendor agrees the Department may immediately terminate the resulting Contract for cause if the Vendor is found to have submitted a false certification or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services, of any amount, must certify that the company is not participating in a boycott of Israel.

4.32 HIPAA Business Associate Agreement

If the Vendor is awarded any resulting Contract, the Vendor will be required to execute a HIPAA Business Associate Agreement, included as Attachment IV, and comply with all provisions of State and Federal Law regarding the confidentiality of patient information.

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**ATTACHMENT I - COST PROPOSAL SHEET FOR CLAY COUNTY
FDC RFP-19-044**

In the tables below, the Vendor shall submit a fixed Residential Per Diem Rate (Unit Price) and, if able to provide, should submit a Mental Health Overlay Services Additive Rate per day, per occupied bed. The Unit Prices shall be inclusive of all supplies and related services, as described in this RFP. **A separate Cost Proposal Sheet must be submitted for each proposed service site location when responding to this RFP.**

Judicial Circuit 4
Clay County, Florida

ADDRESS OF PROPOSED FACILITY: _____
(Street Address)

(City/State/Zip Code)

Please respond to the following inquiries:

Does your organization currently operate this facility? YES _____ NO _____

NUMBER OF RESIDENTIAL BEDS: Total _____ Male _____ Female _____

Description of Service	Unit Price (per occupied bed, per day)
Residential Per Diem Rate	\$ _____

Does your organization offer Mental Health Overlay Services? YES _____ NO _____

If your organization offers Mental Health Overlay Services, what is the additive rate per residential bed? This is for informational purposes only and will not be considered for award purposes. This rate cannot exceed \$15.00.

Description of Service	Unit Price (per occupied bed, per day)
Mental Health Overlay Services Additive Rate	\$ _____

NAME OF VENDOR'S ORGANIZATION

FEIN

NAME OF AUTHORIZED REPRESENTATIVE

DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

**ATTACHMENT II - COST PROPOSAL SHEET FOR ALACHUA COUNTY
FDC RFP-19-044**

In the tables below, the Vendor shall submit a fixed Residential Per Diem Rate (Unit Price) and, if able to provide, should submit a Mental Health Overlay Services Additive Rate per day, per occupied bed. The Unit Prices shall be inclusive of all supplies and related services, as described in this RFP. **A separate Cost Proposal Sheet must be submitted for each proposed service site location when responding to this RFP.**

Judicial Circuit 8
Alachua County, Florida

ADDRESS OF PROPOSED FACILITY: _____
(Street Address)

(City/State/Zip Code)

Please respond to the following inquiries:

Does your organization currently operate this facility? YES _____ NO _____

NUMBER OF RESIDENTIAL BEDS: Total _____ Male _____ Female _____

Description of Service	Unit Price (per occupied bed, per day)
Residential Per Diem Rate	\$ _____

Does your organization offer Mental Health Overlay Services? YES _____ NO _____

If your organization offers Mental Health Overlay Services, what is the additive rate per residential bed? This is for informational purposes only and will not be considered for award purposes. This rate cannot exceed \$15.00.

Description of Service	Unit Price (per occupied bed, per day)
Mental Health Overlay Services Additive Rate	\$ _____

 NAME OF VENDOR'S ORGANIZATION

 FEIN

 NAME OF AUTHORIZED
 REPRESENTATIVE

 DATE

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

**ATTACHMENT III - COST PROPOSAL SHEET FOR BRADFORD COUNTY
FDC RFP-19-044**

In the tables below, the Vendor shall submit a fixed Residential Per Diem Rate (Unit Price) and, if able to provide, should submit a Mental Health Overlay Services Additive Rate per day, per occupied bed. The Unit Prices shall be inclusive of all supplies and related services, as described in this RFP. **A separate Cost Proposal Sheet must be submitted for each proposed service site location when responding to this RFP.**

Judicial Circuit 8
Bradford County, Florida

ADDRESS OF PROPOSED FACILITY: _____
(Street Address)

(City/State/Zip Code)

Please respond to the following inquiries:

Does your organization currently operate this facility? YES _____ NO _____

NUMBER OF RESIDENTIAL BEDS: Total _____ Male _____ Female _____

Description of Service	Unit Price (per occupied bed, per day)
Residential Per Diem Rate	\$ _____

Does your organization offer Mental Health Overlay Services? YES _____ NO _____

If your organization offers Mental Health Overlay Services, what is the additive rate per residential bed? This is for informational purposes only and will not be considered for award purposes. This rate cannot exceed \$15.00.

Description of Service	Unit Price (per occupied bed, per day)
Mental Health Overlay Services Additive Rate	\$ _____

NAME OF VENDOR'S ORGANIZATION

FEIN

NAME OF AUTHORIZED REPRESENTATIVE

DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

**ATTACHMENT IV - BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
FDC RFP-19-044**

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and _____ ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information ("PHI,") as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

Whereas, the Contractor may have access to PHI in fulfilling its responsibilities under its Contract with the Department;

Whereas, the Contractor is considered to be a "Business Associate" of a Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate Contract requirements of 45 C.F.R. §164.504(e).

Whereas, in regards to Electronic Protected Health Information as defined in 45 C.F.R. § 160.103, the purpose of this Agreement is to comply with the requirements of the Security Rule, including, but not limited to, the Business Associate Contract requirements of 45 C.F.R. §164.314(a).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions**

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule, HIPAA Security Rule or the Health Information Technology for Economic and Clinical Health (HITECH) Act. Contractor acknowledges and agrees that all PHI that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. **Confidentiality Requirements**

A. Contractor agrees to use and disclose PHI that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's

established policies rules, procedures and requirements, or as required by law, rule or regulation.

B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose PHI as follows:

- (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;
- (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of PHI by Contractor with the PHI received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- (3) Contractor may use and disclose PHI that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy Act relating to Contractor Contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.

C. Contractor will implement appropriate safeguards to prevent use or disclosure of PHI other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of PHI to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.

Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this Business Associate Agreement.

D. Contractor shall report to Department any use or disclosure of PHI, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of PHI that the Contractor receives directly and use best efforts to assist the Department in

investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

- 1) any Use or Disclosure of PHI (including Security Incidents) not permitted by this Agreement or in writing by the Department;
- 2) any Security Incident;
- 3) any Breach, as defined by the HITECH Act; or any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").
- 4) any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

Contractor will without unreasonable delay, but no later than 72 hours after discovery of a Breach, send the above report to the Department.

Such report shall identify each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during any Breach pursuant to 42 U.S.C.A. § 17932(b). Such report will:

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
- 2) Identify the PHI accessed, used or disclosed, and provide an exact copy or replication of that PHI.
- 3) Identify who or what caused the Breach and who accessed, used, or received the PHI.
- 4) Identify what has been or will be done to mitigate the effects of the Breach; and
- 5) Provide any other information, including further written reports, as the Department may request.

E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the Business Associate Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the Contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).

F. Contractor will ensure that its agents, including a subcontractor, to whom it provides PHI received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that, apply to Contractor, and apply reasonable and appropriate safeguards to protect such

information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to PHI. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.

- G. Contractor shall secure all PHI by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.
- H. Contractor agrees to make available PHI so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting PHI to fulfill its Contractual obligations or on the Department's behalf, and when using and disclosing PHI as permitted in this Contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to Offenders under supervision, not to Offenders) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.
- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of PHI that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that the Vendor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to

cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.

- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original Contract between the Department and the Contractor.

- C. **Effect of Termination**
 - (1) Termination of this agreement will result in termination of the associated Contract between the Department and the Contractor.

 - (2) Upon termination of this Agreement or the Contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

- 5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the HIPAA Privacy Rule, the HIPAA Security Rule, and the HITECH Act.

- 6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule, the HIPAA Security Rule, and/or the HITECH Act.

- 7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys’ fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any subcontractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.

- 8. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

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**ATTACHMENT V - CERTIFICATION/ATTESTATION FORM
FDC RFP-19-044**

1. **Business/Corporate Experience:** This is to certify that the Vendor has at least three (3) years of business/corporate experience within the last five (5) years relevant in the provision of residential substance use disorder or behavioral health program services to the criminal justice population.
2. **Authority to Legally Bind the Vendor:**
This is to certify that the person signing the Attachment I, Cost Proposal Sheet for Clay County; Attachment II, Cost Proposal Sheet for Alachua County; and/or Attachment III, Cost Proposal Sheet for Bradford County, and this Certification/Attestation Form is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the firm responsible for the prices and total amount of this submittal and the preparation of the response.
3. **Statement of No Involvement:**
This is to certify that the person signing the Proposal has not participated, and will not participate, in any action contrary to the terms of this solicitation.
4. **Statement of No Inducement:**
This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Proposal with regard to this solicitation. Furthermore, this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive submission.
5. **Statement of Non-Disclosure:**
This is to certify that neither the price(s) contained in this response, nor the approximate amount of this Proposal have been disclosed, directly or indirectly, to any other Vendor or to any competitor.
6. **Statement of Non-Collusion:**
This is to certify that the prices and amounts in this submittal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Vendor or with any competitor and not for the purpose of restricting competition.
7. **Non-Discrimination Statement:**
This is to certify that the Vendor does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.
8. **Unauthorized Alien Statement:**
This is to certify that the Vendor does not knowingly employ unauthorized alien workers.
9. **Statement of No Investigation/Conviction:**
This is to certify that Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
10. **Scrutinized Companies Lists:**
If value of this solicitation is greater than or equal to \$1 Million, then the Vendor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, per Section 287.135, F.S.

Dated this _____ day of _____ 20__.

Name of Organization: _____

Signed by: _____

Title: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20__.

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT VI - FACILITY/SITE REQUIREMENTS CERTIFICATION/ATTESTATION PAGE
FDC RFP-19-044**

Each item listed below is a Program facility/site requirement for the Program. The Vendor shall certify, by initialing next to each requirement that the proposed facility will meet these requirements **prior to Contract execution**. Prior to final Contract execution and implementation of services, the Department will verify that the selected Vendor(s) facility/site have complied with the requirements of Section 1.2, Section 2.6.4, and Attachment VI, "Facility/Site Requirements Certification/Attestation Page" of this RFP, and all applicable county and city zoning requirements.

Upon review of all submitted responses for this RFP, the Department will determine the Vendor selected for contract and a facility/site inspection will be scheduled.

Program Facility/Site Requirement	Vendor's Initials
The proposed facility/site is/will be licensed by the Florida Department of Children and Families as a residential treatment facility, per Rule 65D-30.007, F.A.C., Standards for Residential Treatment, and the license specifies at least the number of beds being contracted for.	
The proposed facility/site is/will be ready for occupancy by the agreed upon date for the applicable service location, pursuant to this RFP.	
The proposed facility/site has/will have working electricity in all areas used by Program Offenders.	
The proposed facility/site has/will have hot and cold running water for Program Offenders.	
The proposed facility/site has/will have working heating and air conditioning capabilities in all areas used by Program Offenders.	
The proposed facility/site has/will have operable bathroom facilities with showers and toilets for Offender use.	
The proposed facility has/will have on-site local telephone service for Program Offenders.	
The proposed facility has/will have adequate sleeping space for each Program Offender.	
The proposed facility has/will have adequate storage space for each Program Offender.	
The proposed facility has/will have a dining area in which food may be served and consumed.	
The proposed facility has/will have a fully equipped and operational kitchen in which to prepare meals on-site or a service kitchen (refrigerator, stove/toaster oven, microwave oven, and sink) at facilities where meals will be prepared off-site by a food service establishment operating in accordance with applicable state and county licensing requirements.	
The proposed facility has/will have adequate space to accommodate living and Program activities such as counseling and therapeutic activities.	
The proposed facility has/will have office space available for use by Department staff that allows for confidential business to be conducted. The office space includes or will include access to a telephone and computer connection.	
The proposed facility/site is currently or will be zoned appropriately for the facility and required programming.	

Proposed Facility/Site Address: _____

Dated this _____ day of _____ 20__.

Name of Organization: _____

Signed by: _____

Title: _____
being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20__.

Notary Public: _____

My Commission Expires: _____

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**ATTACHMENT VII - BUSINESS REFERENCE FORM
FDC RFP-19-044**

Vendor Name: _____

Vendors are required to submit with the Proposal, contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will make only two (2) attempts to contact each entity. The Department's determination is not subject to review or challenge.

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Signature of Vendor's Authorized Representative

**ATTACHMENT VIII - REFERENCE QUESTIONNAIRE
FDC RFP-19-044**

This form will be completed by the Department utilizing the information provided on Attachment VII, Business Reference Form.

Vendor's Name:

Reference's Name:

Primary Contact Person:

Alternate Contact Person:

Primary Phone Number:

Alternate Phone Number:

The following questions will be asked of three (3) references.

	Score
1. Briefly describe the services the Vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this Vendor? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
3. Did the Vendor consistently meet all of its performance/milestone deadlines? Yes = 4, No = 0	
4. Did the Vendor submit reports and invoices that were timely and accurate? Yes = 4, No = 0	
5. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the Vendor during the last 12 months? Yes = 0, No = 4	
6. How would you rate the vendor's key staff and their ability to work with your organization? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
7. Did you ever request dismissal of any key staff? Yes = 0, No = 4	
8. Did the Vendor's project/contract manager effectively manage the contract? Yes = 4, No = 0	
9. How would you rate the Vendor's customer service? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
10. Was the Vendor's staff knowledgeable about the contract requirements and scope of services? Yes = 4, No = 0	
11. Did the Vendor work cooperatively with the organization during the course of the contract? Yes = 4, No = 0	
12. Would you contract with this Vendor again? Yes = 8, No = 0	
Total Score:	

Reference Verified by:

Name (printed)

Title

Signature

Date

**ATTACHMENT IX - EVALUATION CRITERIA
FDC RFP-19-044**

EVALUATION SCORE SHEETS (USED BY EVALUATORS). VENDOR SHOULD COMPLETE COLUMN 2.

RFP SECTION REFERENCE	VENDOR'S PROPOSAL PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for the Vendor to complete	Category I –Business/Corporate Experience and Qualifications (Possible Points 100)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete.
1.2 3.6.1 3.6.2.1		1. To what extent does the Vendor's corporate qualifications and past experience demonstrate they have the required three (3) years business/corporate experience within the last five (5) years relevant in the provision of residential substance use disorder treatment and behavioral health program services with Mental Health Overlay Services, if applicable, to the criminal justice population utilizing a Trauma-Informed Care approach and TC Model and sufficient ability to perform under any Contract resulting from this RFP? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
1.2 3.6.1 3.6.2.1		2. To what extent does the Vendor demonstrate experience relevant to the provision of services to Offenders as described in this RFP in a residential substance use disorder treatment and behavioral health program services with Mental Health Overlay Services, if applicable, including any past Contracts providing these services? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
3.6.1.3		3. To what extent does the Vendor demonstrate the ability to comply with required licensure, permits, and registration? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
3.6.2.1		4. How extensive is the Vendor's experience in serving this type of population, including an estimated total population served annually and demographics of that population? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
3.6.1 3.6.2.1(c-f)		5. To what extent does the Vendor demonstrate the ability to provide up to 52 treatment beds (up to 22 male beds, up to 10 female beds, and 20 co-occurring beds)? (Poor – 8.75; Adequate – 17.5; Good – 26.25; Exceptional – 35)	35	
3.6.2.3		6. To what extent do the business/corporate references submitted by the Vendor demonstrate the Vendor's ability to perform under any resulting Contract from the RFP? (Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
Total Points Awarded - Category I –Business/Corporate Experience and Qualifications				_____

Vendor Name: _____

Evaluator's Name: _____

RFP SECTION REFERENCE	VENDOR'S PROPOSAL PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for the Vendor to complete	Category II – Project Staffing (Possible Points 150)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete.
1.3.31 3.6.3.2.1 3.6.3.2.1 (a) 3.6.3.1 (c) Section VIII. of the Guide		1. To what extent does the Job Description submitted for the Qualified Professional clearly demonstrate the required education/experience, salary that is comparable with similar employment in the geographical area, and job duties appropriate for the position? (Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)	10	
1.3.29 3.6.3.2.1 3.6.3.2.1.b Section VIII. of the Guide		2. To what extent does the Job Description submitted for the Primary Counselor clearly demonstrate the required education/experience, salary that is comparable with similar employment in the geographical area, and job duties appropriate for the position? (Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)	10	
3.6.3.2.1 3.6.3.2.1.c Section VIII. of the Guide		3. To what extent does the Job Description submitted for the management or supervisor positions clearly demonstrate the required education/experience, salary that is comparable with similar employment in the geographical area, and job duties appropriate for the position? (Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)	10	
1.3.20 3.6.3.1 (d) 3.6.3.2.1 3.6.3.2.1.e Section VIII. of the Guide		4. To what extent does the Job Description submitted for the Licensed Clinician (490 or 491, F.S.) clearly demonstrate the required education/experience, salary that is comparable with similar employment in the geographical area, and job duties appropriate for the position? (Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)	10	
3.6.3.2.1 3.6.3.2.1.d Section VIII. of the Guide		5. To what extent does the Job Description submitted for the any clinical/Program support/monitor or other position clearly demonstrate the required education/experience, salary that is comparable with similar employment in the geographical area, and job duties appropriate for the position? (Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)	10	
3.6.3.2.2.b Section VIII. of the Guide		6. To what extent does the Vendor's monthly master Program schedule for each Phase (ITC and ERC) demonstrate that they will have sufficient qualified staff available to deliver all counseling and therapeutic activities seven (7) days per week, including nights and weekends? (Poor – 7.5; Adequate – 15; Good – 22.5; Exceptional – 30)	30	
3.6.3.2.2.a-f Section VIII. of the Guide		7. To what extent does the Vendor's monthly staffing schedule demonstrate that they will have sufficient qualified staff available on-site to ensure proper supervision of programming for Offenders twenty-four (24) hours per day, seven (7) days per week, including the provision of adequate management staff on site, and a written back-up plan for filling staff absences and vacancies from work for the Program site? (Poor – 7.5; Adequate – 15; Good – 22.5; Exceptional – 30)	30	
3.6.3.2.2.d Section VIII. of the Guide		8. How extensive is the Vendor's detailed written "back up" plan for filling staff absences and vacations in order to ensure all positions are filled? (Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	

3.6.3.2.2.e-f Section VIII. of the Guide	9. To what extent does the Vendor demonstrate the ability to recruit, hire, and train staff for this project, including a description of any incentives and benefits they provide conducive to retaining staff and their understanding of the Department's role in approving an individual for work under any resulting contract? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
Total Points Awarded - Category II – Project Staffing			_____

RFP SECTION REFERENCE	VENDOR'S PROPOSAL PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for the Vendor to complete	Category III – Service Delivery Approach (Possible Points 425)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete
3.6.4.1 Section VII., A. of the Guide		1. How adequate is the Vendor's ability to maintain appropriate residential licensure and accreditation and comply with the requirements and standards of Chapter 65D-30, F.A.C. for residential substance use disorder treatment services? Has the Vendor included a copy of (1) their most current residential substance abuse license and accreditation if they are currently licensed/accredited, or (2) a copy of their application to Department of Children and Families for licensure or accreditation, or (3) an implementation plan to obtain license and accreditation? (Poor – 2.50; Adequate – 5.0; Good – 7.50; Exceptional – 10)	10	
3.6.4.2 Section V., B. of the Guide		2. How thorough and detailed is the Vendor's procedure for processing referral forms to include maintaining and tracking Referral and Wait Lists that are reasonable and manageable and does this include eligibility criteria, ineligible Offenders, exceptions and priority of acceptance and an ability to adhere to it? (Poor – 2.50; Adequate – 5.0; Good – 7.50; Exceptional – 10)	10	
3.6.4.3 Section V., E., F., G. of the Guide		3. How adequate and reasonable is the Vendor's detailed description of the discharge planning process for successful, unsuccessful or administrative discharge from both a clinical approach and the requirements of the Department, including behavioral expectations of the Offender, provision of documents to the Department and timeframes for completion of these documents? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
3.6.4.4 Section V., A. of the Guide		4. How adequate and appropriate is the Vendor's screening process and admission criteria? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
3.6.4.5 Section V., D. of the Guide		5. Rate the quality of the Vendor's Risk/Needs Assessment instrument and their plan for utilization, including incorporating the results into the Psychosocial Evaluation and Individual Treatment Plan? (Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
3.6.4.6 Section V., C. of the Guide		6. Rate the quality of the Vendor's Orientation process, including but not limited to provision of a Client Handbook, applicable fees, limits of confidentiality, Program rules, and client grievance procedures and addressing coordination with the Probation Officer? (Poor – 2.50; Adequate – 5.0; Good – 7.50; Exceptional – 10)	10	

3.6.4.7		7. Rate the quality of the Vendor's treatment planning process, including initial and Individual Treatment Plans and treatment plan reviews and how they will incorporate compliance with supervisory requirements and identified criminologic needs? (Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
3.6.4.8 Section IV., B. of the Guide		8. Rate the quality of the Vendor's Intensive Treatment Component, including the Vendor's approach to the provision of counseling sessions and therapeutic activities? (Poor – 7.50; Adequate – 15.0; Good – 22.50; Exceptional – 30)	30	
3.6.4.8 Section IV., B., 1 of the Guide		9. How thorough is the schedule of activities that will be offered during the Intensive Treatment Component and does this schedule include how the Offender's time is utilized 24 hours per day? (Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
3.6.4.9 Section IV., C. of the Guide		10. Rate the quality of the Vendor's Employment/Reentry Component, including the Vendor's approach to the provision of counseling sessions and therapeutic activities? (Poor – 7.50; Adequate – 15.0; Good – 22.50; Exceptional – 30)	30	
3.6.4.9 Section VI., C., 1. of the Guide		11. How thorough is the schedule of activities that will be offered during the Employment Reentry Component and does this schedule include how the Offender's time is utilized 24 hours per day? (Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
3.6.4.21 Section VI., B., 1-2, of the Guide		12. How adequately does the Vendor demonstrate a thorough understanding and ability to operate within the guidelines for Offender employment and employment verification? (Poor – 2.50; Adequate – 5.0; Good – 7.50; Exceptional – 10)	10	
3.6.4.10 Section III., D., 1. of the Guide		13. How adequate is the Vendor's understanding of the requirement to utilize Cognitive Behavioral Programming and the curriculums authorized as described in this RFP? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
3.6.4.14 Section II, C., D., E. of the Guide		14. How thorough is the Vendor's understanding of the Therapeutic Community Model of treatment and how it will be implemented into their Program? (Poor – 5.0; Adequate – 10.0; Good – 15.00; Exceptional – 20)	20	
3.6.4.11-13 Section III., D., 2. of the Guide		15. How adequate is the Vendor's plan to address criminogenic needs through counseling and therapeutic activities? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
3.6.4.13 Section III., D., 3. of the Guide		16. How adequate is the Vendor's plan to provide the weekly required hours of counseling activities, including use of evidence-based curriculums, length and type of sessions, maximum number of participants and credentials of the facilitator(s)? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
3.6.4.13 Section III., D., 3. of the Guide		17. How adequate is the Vendor's plan to provide the weekly required hours of therapeutic activities, including use of evidence-based curriculums, length and type of sessions, maximum number of participants and credentials of the facilitator(s)? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
3.6.4.22 Section IV., E., of the Guide		18. How adequate and appropriate is the Vendor's plan to either provide or make referrals for aftercare programs, including the estimated cost to the Offender? (Poor – 2.50; Adequate – 5.0; Good – 7.50; Exceptional – 10)	10	
3.6.4.15 Section VI. D in the Guide		19. How adequate is the Vendor's plan to provide instruction and guidance on personal financial management and budget, including the frequency of budget reviews? (Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.6.4.16 Section VI. E in the Guide		20. How adequate and reasonable is the Vendor's plan to manage and/or have oversight of Offender's funds? (Poor – 1.25; Adequate – 2.50; Good – 3.75; Exceptional – 5)	5	

3.6.4.17 Section X. E in the Guide		21. How adequate and appropriate is the Vendor's rate of subsistence and when subsistence fees will be accessed, collected and recorded and where receipts, pay stubs, etc. will be maintained, including how and when the Offenders will be oriented/notified of the subsistence policy? (Poor – 2.50; Adequate – 5.0; Good – 7.50; Exceptional – 10)	10	
3.6.4.18 Section VI A (1, 2, 3) in the Guide		22. How adequately does the Vendor's plan for the assignment of work details and extra duty in both treatment components meet the requirements of Attachment XIII, the Guide? (Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)	5	
3.6.4.19 Section VI, F. in the Guide		23. How adequately does the Vendor's plan for effectively managing and overseeing Offenders signing in and out of the facility meet the requirements of Attachment XIII, the Guide? (Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)	5	
3.6.4.20 Section VI., G. and H. in the Guide		24. How adequately does the Vendor's plan for Program and off-site activities meet the requirements of Attachment XIII, the Guide? (Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)	5	
3.6.4.23 Section III., F. in the Guide		25. How adequate is the Vendor's detailed plans of how Offenders with mental health overlay disorders, if applicable, will be identified, how all requirements for the delivery of mental health overlay services in Section 2.8.3.7 will be delivered, tracked and measured. If Vendor is not providing mental health overlay services how adequate is their procedure for referring and monitoring Offenders with Mental Health Overlay Disorders? (Poor - 5; Adequate - 10; Good - 15; Exceptional - 20)	20	
3.6.4.24		26. How thorough and appropriate is the detailed description of the Vendor's clinical supervision plan for staff involved in the delivery of services and does this include appropriate training for staff. Clinical chart reviews, and on-site individual/group clinical supervision a minimum of four (4) hours per Primary Counselor? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
3.6.4.25		27. How adequately does the Quality Improvement summary address guidelines for individual care and service standards, record maintenance, staff development, environment safety and maintenance, peer review, and incident reporting? (Poor – 2.50; Adequate – 5; Good – 7.50; Exceptional – 10)	10	
3.6.4.26 Section VII., C., of the Guide		28. How adequate is the Vendor's approach to providing three (3) balanced and nutritious meals and one (1) snack per day for Offenders, including if the meals will be prepared on-site or off-site, how the meals will be planned, who will prepare the meals, do they have a full-service kitchen, how meals will be provided to Offenders working off-site or during regularly scheduled meals and how will an Offender's special dietary requirements be accommodated? (Poor – 2.50; Adequate – 5; Good – 7.50; Exceptional – 10)	10	
3.6.4.32		29. How beneficial to the Program are the value-added services or items that the Vendor is offering to the Department in addition to minimum service requirements and specifications of the RFP and does the Vendor indicate an understanding of the fact that value-added services are no cost to the Department? (Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
3.6.4.30		30. How extensive is the Vendor's written plan for the achievement of the Performance Measures and their understanding of Financial Consequences as set forth in this RFP? (Poor – 2.50; Adequate – 5; Good – 7.50; Exceptional – 10)	10	

3.6.4.29 Section X., A., of the Guide		31. How adequate is the Vendor's written description of how they will meet the reporting requirements in Section 2.13 of this RFP and does the description include the methodology for complying with each of these requirements? (Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)	10	
3.6.4.28 Section II., D. of the Guide		32. How adequate is the Vendor's emergency operations procedures covering events such as fire, natural disasters, hurricanes, severe weather or pandemic outbreak and does the Vendor's procedures include clear direction to Program staff, and include guidelines for communication and coordination with Department staff during such events? (Poor – 2.50; Adequate – 5.0; Good – 7.50; Exceptional –10)	10	
3.6.4.27 Section VIII., D., of the Guide		33. How adequate is the Vendor's written description of their understanding of the staff rules of conduct and employment regulations in this RFP and does the description include a plan for Vendor to provide training on staff conduct and employment regulations to their staff, and how will staff adhere to the requirement? (Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
Total Points Awarded - Category III – Service Delivery Approach				_____

RFP SECTION REFERENCE	VENDOR'S PROPOSAL PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for the Vendor to complete	Category IV – Facility/Site Information (Possible Points 25)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete.
3.6.5.3 and 3.6.5.5		1. How adequately does the Vendor's Proposal demonstrate that the proposed facility is compliant with all applicable Florida Statutes, local and state zoning requirements, including the capability to obtain a Conditional Use Permit and communication with the county's Zoning Advisory Board, if applicable, health department regulations, substance abuse program licensure rules, American Disabilities Act (ADA), Florida Administrative Code requirements, and Rules of the State Fire Marshal? (Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
3.6.5.4		2. How adequate and detailed is the Vendor's facility start-up plan and how well does the plan realistically show the ability to meet the deadlines for inspections, and how thorough and adequate is their marketing program with the judiciary and local probation offices? (Poor – 2.50; Adequate -5.0; Good – 7.50; Exceptional – 10)	10	
3.6.5.2		3. How thorough and adequate is the Vendor's detailed description of the surrounding neighborhood/area, to include proximity to public transportation, community resources, employment opportunities and does it indicate if there is a school, daycare facility, park, playground or other area where children congregate near the Program facility and the approximate distance from the Vendor's facility? (Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	

RFP SECTION REFERENCE	VENDOR'S PROPOSAL PAGE NUMBER(S) WHERE INFO. IS LOCATED <u>Note: This column is for the Vendor to complete</u>	Category IV – Facility/Site Information (Possible Points 25)	TOTAL POSSIBLE POINTS	POINTS AWARDED <u>Note: This column is for the Department's Evaluators to complete.</u>
3.6.5.6 and 3.6.5.7 Section VII., B., of the Guide		4. How detailed and thorough is the Vendor's description of how the facility will be maintained, to include grounds, pest control, and trash removal and does it include dedicated private space that will be allocated for Department staff use? (Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
Total Points Awarded - Category IV – Facility/Site Information				

Vendor Name: _____ Evaluator's Name: _____

SUBTOTAL OF TECHNICAL POINTS AWARDED:

CATEGORY I _____ CATEGORY II _____ CATEGORY III _____ CATEGORY IV _____

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

COST POINTS WILL BE DETERMINED BY THE BUREAU OF PROCUREMENT.

The Cost Proposal Sheet, with the lowest verified Grand Total Price will be awarded 300 points. All other Cost Proposals will receive points according to the following formula:

$$(N / X) \times 300 = Z$$

Where: N = Lowest Grand Total Price received by any Proposal
X = Vendor's Grand Total Price
Z = Cost Points Awarded

The Department may reject any Proposal not submitted in the manner specified by the solicitation documents.

COST POINTS AWARDED: _____

FDC Representative calculating Cost Points:

NAME: _____ SIGNATURE: _____

FINAL SCORE (TOTAL TECHNICAL AND COST POINTS): _____

FDC Representative calculating the Final Score:

NAME: _____ SIGNATURE: _____

**ATTACHMENT X - CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC RFP-19-044**

Section 287.087, Florida Statutes provides that, where identical tie Proposals are received, preference shall be given to a Proposal received from a Vendor that certifies it has implemented a drug-free workforce program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Name: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Form revised 11/10/15)

ATTACHMENT XI - VENDOR'S CONTACT INFORMATION
FDC RFP-19-044

The Vendor shall identify the contact information as described below.

For solicitation purposes, the Vendor's contact person shall be:

For contractual purposes, should the Vendor be awarded, the contact person shall be:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ATTACHMENT XII - CONTRACTOR SELF-CERTIFICATION OF COMPLIANCE
FDC RFP-19-044**

CONDITIONS	Yes	No	N/A
Records			
The Contractor certifies and agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and s. 945.10, Florida Statutes (F.S.), made or received by the Contractor in conjunction with this Contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in this Contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies that copies of all records and documents will be made available to the Department, upon request.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies that all invoices and documentation will be clear and legible for audit purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies that all documents will be retained at the address listed in the Contractor's Representative or the address listed in the Official Payee section of this Contract for the duration of the contract period.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies that all documents will be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of this Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records will be retained until resolution of the audit findings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State Objectives			
The Contractor certifies that following the award of this Contract, it will comply with all of the State's objectives, to the extent applicable to the services covered by this Contract. The Contractor further certifies that a Fiscal Year Supply Review will be completed within 30 days of each new fiscal year and before any purchases are made in the new fiscal year. A Fiscal Year Supply Review form will be completed for each fiscal year of the Contract to document the review was completed. If further commodities are purchased after the new fiscal form is completed that are not listed on the form, a new form will be completed and submitted with the monthly invoice for the period that the services were purchase within. All forms will be made available to the Department upon request. The MBE/SDVBE form will be submitted monthly with the invoice for the period of services, when applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All plans and forms shall be submitted to the Department's Contract Manager, or designee, as specified in this Contract.			
Diversity in Contracting (Minority Business Enterprises (MBE)/Service-Disabled Veteran Business Enterprises (SDVBE)): The Contractor certifies that documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority, women, and service-disabled veteran business enterprises to the Department's Contract Manager, or designee. Diversity in Contracting documentation will include the timely reporting of spending with certified and other MBE/SDVBE. Reports will be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each MBE/SDVBE utilized during the period, commodities and services provided by the MBE/SDVBE on behalf of each purchasing agency ordering under the terms of this Contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Considerations: The Contractor certifies that the identification number (i.e., valid and current Hazardous Waste Generator Identification Number) will be submitted as part of the Contractor's explanation of its company's hazardous waste plan and will be explained in detail the handling and disposal of this waste.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) The Contractor certifies that any articles which are the subject of, or are required to carry out this Contract, will be purchased from PRIDE, identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Sections 946.515(2) and (4), F.S. Further, the Contractor certifies that the Fiscal Year Supply Review form will be completed each fiscal of the Contract term and every time additional commodities are purchased in the fiscal year that were not listed on the submitted fiscal year supply review form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* N/A is not typically an appropriate response for mandatory statutory requirements; however, it may be appropriate for such requirements regarding PRIDE, RESPECT and Procurement of Materials with Recycled Content.

CONDITIONS	Yes	No	N/A
State Objectives (Continued)			
Products Available from the Blind or Handicapped (RESPECT) The Contractor certifies that any articles that are the subject of, or required to carry out, this Contract will be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Procurement of Materials with Recycled Content			
The Contractor certifies that any products or materials which are the subject of, or are required to carry out, this Contract, will be procured in accordance with the provisions of Section 403.7065, F.S.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment of Department Personnel			
The Contractor certifies that it will not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, F.S.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Americans with Disabilities Act			
The Contractor certifies and agrees to comply with the Americans with Disabilities Act.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insurance			
The Contractor certifies and agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies upon the execution of this Contract, that it shall furnish the Contract Manager, or designee, written verification of such insurance coverage.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies a copy of all insurance policies and renewals will be provided to the Contract Manager, or designee, upon receipt and before the previous policy expires.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subcontracts			
The Contractor certifies that it will not enter into a subcontract for services to be provided under this Contract without prior written consent from the Department's Contract Manager, or designee.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies all payments to the subcontractor will be made by the Contractor within seven (7) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies that a penalty will be paid to the subcontractor for all late payments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assignment			
The Contractor certifies that it will not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager, or designee.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conflict of Interest			
The Contractor certifies that it will not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scrutinized Companies Contractor Certification			
The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies that they are not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of this Contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONDITIONS	Yes	No	N/A
Health Insurance Portability and Accountability Act			
The Contractor certifies that it will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (<u>42 U. S. C. 1320d-8</u>), and all applicable regulations promulgated thereunder.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Performance Guarantee			
The Contractor certifies that it will furnish the Department with a Performance Guarantee in the amount specified in this Contract, on an annual basis, for a time frame equal to the term of this Contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies that the form of the guarantee will be a bond, cashier's check, or money order made payable to the Department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies that the guarantee will be furnished to the Department's Contract Manager, or designee, within 30 calendar days after execution of this Contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Contractor certifies that upon Contract renewal, it will provide proof that the performance guarantee has been renewed for the term of the Contract renewal.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Contractor Name:	
Contract Number:	
Contractor/Representative Name:	
Contractor/Representative Signature:	
Contractor/Representative Title:	
Date:	

State Objective Plan – Date submitted to Contract Manager:	
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Fiscal Year Supply Review

Contractor: _____

PRIDE: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/pride/pride

RESPECT: <http://www.respectofflorida.org>

SQ#	Item	Quantity	PRIDE	RESPECT	OTHER	Other Supplier Name	Decision	Justification (Availability, delivery time, quantity, cost)
01		01	\$	\$	\$			
02		01	\$	\$	\$			
03		01	\$	\$	\$			
04		01	\$	\$	\$			
05		01	\$	\$	\$			
06		01	\$	\$	\$			
07		01	\$	\$	\$			
08		01	\$	\$	\$			
09		01	\$	\$	\$			
10		01	\$	\$	\$			
11		01	\$	\$	\$			
12		01	\$	\$	\$			
13		01	\$	\$	\$			
14		01	\$	\$	\$			
15		01	\$	\$	\$			
16		01	\$	\$	\$			
17		01	\$	\$	\$			
18		01	\$	\$	\$			
19		01	\$	\$	\$			
20		01	\$	\$	\$			

In accordance with Contract Sections CONDITIONS, State Objections, PRIDE and RESPECT, I have reviewed the availability of products, delivery times, quantity and costs on the PRIDE and RESPECT websites along with the other suppliers listed. After comparison, the most appropriate supplier was selected in accordance with this Contract and Florida Statutes for the inventory items identified.

Contractor's Representative or Designee Signature

Contractor's Representative or Designee Typed/Printed Name

Date

Florida Department of Corrections

**Division of Development: Improvement and Readiness
Bureau of Readiness and Community Transition**



Community Based Residential Treatment Programs *A Guide to Services and Program Requirements*

Julie L. Jones, Secretary

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The Department of Corrections Bureau of Readiness and Community Transition wish to thank all of the individuals who contributed their time, energy, knowledge and expertise to the development of this manual. It is our hope that through our concerted efforts and continued partnerships with community-based organizations, we will deliver meaningful and substantive substance use disorder treatment programs that will provide the framework upon which individuals can begin to rebuild their lives.

COMMUNITY-BASED RESIDENTIAL TREATMENT PROGRAMS

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I. Introduction and Overview

Through provision of community-based residential substance use disorder treatment programs, the Department has sought to remove barriers to drug treatment for offenders by making treatment available and accessible to all offenders in need of such services, regardless of their ability to pay for services. Offenders enrolled in these programs are court-ordered to successfully participate in and complete the treatment program, and failure to participate and comply with all program rules and requirements may subject them to more restrictive sanctions. Research has shown this element of coercive motivation for treatment to be effective in gaining treatment compliance. Probation Officers are encouraged to recommend participation in a community-based residential substance use disorder treatment program as an option on Violation Reports and Pre-Sentence Investigations for appropriate offenders and in accordance with Department policies and practice.

The Department's contracted community-based residential substance use disorder treatment programs are specifically designed to provide services to offenders who have a chronic, untreated substance use disorder problem requiring a residential therapeutic community (hereinafter referred to as TC) treatment intervention or present a history of non-responsiveness to previous treatment opportunities. Candidates for this placement may also present a history of intermittent successful periods of clean and/or sober time with repeated periods of return to use or relapse. Assessment of these individuals should indicate that residential treatment is the least restrictive and most appropriate treatment placement option.

The intended benefits of offenders' increased accessibility to substance use disorder treatment services are: (1) increased public safety through reductions in drug-related criminal acts; (2) decreased recidivism; (3) reduced drug use by offenders; (4) decreased recommitment of offenders; (5) efficiency in government spending; and (6) preservation of limited institutional resources for secure confinement.

Through contracted providers, the Department offers nonsecure (short-term), secure (long-term) residential substance use disorder treatment programs, and residential substance use disorder and behavioral health programs. The three programs have many elements in common. The primary difference between the three programs is the length of each program component and in the third program, the involvement of behavioral health programs and the possibility of co-occurring overlay services. An offender may be appropriate for referral to one of these residential substance use disorder treatment programs if he or she has a history of substance use disorder, previous treatment failures, and an inability to abstain from using substances in spite of the negative impact of

such behavior on his or her day to day functioning and impairment of their ability to live as a responsible, law-abiding citizen, and who may be in need of co-occurring disorder services.

While enrolled in a community-based residential substance use disorder treatment program, offenders must comply with all conditions of supervision imposed by a sentencing court or releasing authority including, but not limited to, conditions requiring the submission of written monthly reports and payment of victim restitution and other court-imposed financial obligations (to the extent possible while in treatment).

The programs may be briefly described as follows:

A. Nonsecure (Short-Term) Drug Treatment Program

This program is a six (6) to eight (8) month residential program, with most offenders completing the program in six (6) months. The program operates as a TC. During the first two (2) months of the program, offenders participate in an Intensive Treatment Component (ITC), during which time they live and remain at the facility 24 hours per day. Thereafter, offenders participate in a four (4) month Employment/Re-entry Component (ERC) during which they obtain gainful employment in the community while continuing to reside at the facility and participate in treatment services at the facility in the evenings and weekends.

Family and relationship counseling sessions are encouraged to educate the offender's family and support system concerning the addiction and recovery process and the importance of relapse prevention planning.

B. Secure (Long-Term) Drug Treatment Program

This program operates as a TC and the length of stay shall not exceed eighteen (18) months. The Intensive Treatment Component (ITC) will last between two (2) and twelve (12) months dependent on individual clinical need. During the first four (4) months offenders live and remain at the facility 24 hours per day. During the remainder of their stay in the ITC approved offender leave may be granted in increments. Thereafter, offenders participate in an Employment/Re-entry Component (ERC) for up to six (6) months during which time they obtain gainful employment in the community while continuing to reside at the facility and participate in treatment services at the facility in the evenings and weekends.

Family and relationship counseling sessions are encouraged to educate to the offender's family and support system concerning the addiction and recovery process and the importance of relapse prevention planning.

C. Residential Substance Use Disorder Treatment and Behavioral Health Program

This program operates as a TC and the length of stay shall not exceed eighteen (18) months, based on individual clinical need. The Program will be a Residential Substance Use Disorder Treatment and Behavioral Health Program and may include co-occurring overly services.

The Intensive Treatment Component (ITC) will last between two (2) and twelve (12) months dependent on individual clinical need. During the first four (4) months offenders live and remain at the facility 24 hours per day. During the remainder of their stay in the ITC approved offender leave may be granted in increments. Thereafter, offenders participate in an Employment/Re-entry Component (ERC) for up to six (6) months during which time they obtain gainful employment in the community while continuing to reside at the facility and participate in treatment services at the facility in the evenings and weekends.

Family and relationship counseling sessions are encouraged to educate and reinforce the offender's family and support system concerning the addiction and recovery process and the importance of relapse prevention planning.

II. PROGRAM PURPOSES

A. Program Regulations

All substance use disorder treatment services provided through contracts with the Department must meet the applicable requirements of the following and any updates and revisions thereof:

- Title 42 Code of Federal Regulations, Part 2.
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Standards for Privacy of Individually Identifiable Health Information;
- Title 45 Code of Federal Regulations, Parts 160, 162 and 164, Chapters 39, 397 and 415, of the Florida Statutes;
- Section 69A-44, of the Florida Administrative Code, Rules of the State Fire Marshall;
- Rules 33 and 65D-30, 64E-11 and 64E-12 of the Florida Administrative Code;

- Code of Ethics and Conduct for Addiction Professionals of Florida;
- Americans with Disabilities Act, including provisions referencing both employment and public service agencies (Titles I and II); and
- Any additional applicable local, state and federal laws, rules and regulations.

In addition, services must be provided in accordance with any Department of Corrections' program and policy guidelines, procedures, instructional manuals, and any subsequent revisions and/or addenda to those documents. Should licensing or program requirements change during the course of the contract, the updated regulations and requirements will take precedence.

The provider will ensure that all offenders are provided equal access to all services provided at the program. Further, all programming shall be sensitive to ethnic and cultural issues. Program staff shall receive appropriate training and educational experiences regarding the clinical issues specific to the various ethnic and cultural subgroups within the program.

All offender activities conducted outside the program facility that are not covered specifically by this Guide or the provider's contract will be coordinated with and pre-approved by the Local Quality Assurance Coordinator, or designee. While in the residential treatment program, all activities of offenders shall be governed by regulations applicable to offender supervision as set forth in the Department of Corrections' procedures and applicable orders of the court. In order to allow for some flexibility and individuality within a contracted provider's program, providers may request changes or variances from the program structure. Any request by the provider to change the treatment program structure must be requested in writing and include justification for the requested variance. All such requests must be approved in writing by the Local Quality Assurance Coordinator, or designee prior to implementation.

B. Philosophy of Treatment

In the Department's Community-Based Residential Treatment Programs, emphasis shall be on enhancing recovery using the treatment models developed by various researchers in the field of addictions. It also will involve facilitating supervised re-integration of the offender into the community-at-large and a plan for continuing sobriety. The primary goal of effective treatment is the development or restoration of pro-social competencies that support psychological, physical and social health.

Open and consistent communication between the Provider's staff and Department staff regarding all aspects of an offender's participation in the program is critical to the successful operation of the community-based residential program and is the cornerstone of a successful collaboration. An offender's supervising probation officer should be kept abreast of the offender's progress, or lack thereof, in the program on a regular and continuing basis.

Work responsibilities are a significant treatment responsibility and requirement within the TC structure. With the treatment emphasis on social learning as a tool and a method to support personal change, the TC becomes a controlled environment for testing both behavioral failure and success. This learning environment provides the "real life" opportunity for much of the behavioral rehearsal and feedback that is critical to challenging and supporting changes in attitude and behavior.

C. The Therapeutic Community Model (TC)

Both the nonsecure, the secure and the residential substance use disorder treatment program with behavioral health programming utilize the TC model. This model provides for a residential treatment setting where offenders and staff work together in a carefully managed social community with governing **TC Principles** and **Concepts**. These concepts are evidenced-based (Sacks and DeLeon) and have proved to be effective. Offenders and staff practice and live these concepts together. Within the program structure, treatment activities, community self-management/personal responsibility functions and the various educational activities provide the opportunity for self-examination, skill building, behavioral practice, teaching/learning and lifestyle change. Offenders and staff participate in formal and informal individual and group functions. The combination of the TC environment and the treatment structure allows offenders to honestly struggle with problem areas while at the same time supporting each person's best efforts in daily living.

The TC treatment regimen uses self-and mutual-help approaches, peer pressure, and role modeling in a structured environment to achieve the recovery goal. Peer pressure is often the catalyst that converts criticism and personal insight into positive change. High expectations and high commitment from both offenders and staff support this positive change.

An important treatment philosophy used in Therapeutic Communities includes an "act as if..." approach toward changing behavior. Offenders are taught to "act their way into a new way of thinking." Insight into one's problems is gained through group and individual interaction. However, active learning through experience -- failing and succeeding and experiencing the logical consequences -- is considered to be the most

potent influence toward achieving lasting change and developing personal responsibility for one's life. In order to promote and teach self sufficiency, the program also focuses on development of educational, vocational and other employment related skills, including basic life skills.

TC program services shall be provided in a positive environment wherein participants share similar problems of chemical abuse or dependency and live and work together to change their lives while residing in a TC, similar to a large family, with staff representing the "parent" or authority figures. There is a chain-of-command that must be followed and a hierarchy in which each offender strives to earn better jobs, better privileges and a higher status in the community. Individuals gain upward mobility within the TC by complying with rules and regulations, participating in all groups and activities and exhibiting high levels of motivation in their job functions. The TC model emphasizes structure, responsibility, credibility, accountability, discipline, consistency and consequences/limit setting. TC services shall be dedicated to facilitating change, growth and improved self-worth for each member of the community. Effective TC services are a "school about life", teaching offenders how to live a life without committing crimes and without using drugs, and providing them with the tools to accomplish these goals.

TC program services will be directed at changing offenders' substance use disorder and criminal behaviors by utilizing, among other activities, Special Groups, Encounter Groups, Large Accountability Groups, Affirmation Groups, House Theme Groups, Intervention Groups and Morning Start-up and Wrap-up House Meetings. Program services will attempt to instill the work, educational, vocational and social skills necessary for offenders' successful re-entry into society. Offenders participating in the program will fulfill their roles as members of the TC.

Each program shall develop and post a detailed daily schedule reflecting program activities twenty-four (24) hours per day, seven (7) days per week. The daily schedule will show all counseling and therapeutic program activities and when they are scheduled, including but not limited to counseling, educational/vocational activities, work assignments, skills training activities, TC activities, recreation and leisure activities, counts, personal time, meals, and sleep. The daily program schedule shall be approved by the Local Quality Assurance Coordinator, or designee. Significant changes to the approved daily program schedule must be approved by the Contract Quality Assurance Program Manager, or designee prior to implementation and posting.

Individual counseling sessions shall consist of a minimum of thirty (30) minutes of face-to-face contact with the offender on a monthly basis (or more frequently if clinically indicated). Individuals in the residential

substance use disorder treatment and the behavior health program, who are diagnosed with co-occurring disorder, will receive one (1) individual mental health counseling session each week. Group counseling sessions shall be at least fifty (50) minutes in duration. Neither individual or group sessions will include time utilized for recording progress notes, etc.

D. Therapeutic Community Program Principles

- Each offender, regardless of personal history, is unique, worthwhile and valuable.
- In the TC, we separate the self worth and value of the individual from the behaviors of the individual. The therapeutic commitment is to challenge any behaviors which threaten or undermine one's self worth and value.
- Change is voluntary. Each offender is in final control of the decisions and behaviors which truly result in change. Staff and offender are partners in the change process and will actively participate in creating respectful interventions to stimulate and encourage nurturing choices.
- Positive change requires doing. If something, intellectual, physical, emotional or spiritual isn't happening, then change isn't occurring. Positive change has a direction away from negative and toxic choices toward positive and nurturing choices.
- Meaningful changes occur when problems are identified, goals are set, and new ways of doing things are practiced. Offenders and staff actively participate together to provide an environment which stimulates meaningful change. Seeking recovery requires desire, hope and action combined with willingness and acceptance. The TC creates the safe environment which allows and supports this search.
- The concept of community in treatment leads to the concept of recovery within community. The support for recovery which exists within the TC also exists in the practice of Self-Help principles in a recovery focused lifestyle.
- Essential to the TC is the principle of self-governance. Therapeutic communities operate under the leadership of a therapeutically-selected leadership team. Residents are assigned to positions of progressively increasing responsibility and leadership potency as their skills and competencies grow. This principle should not be misconstrued as placing one offender within the community under the authority of another, but rather as an exposure of offenders to the concept of exercising group leadership, nurturing teamwork, and serving the larger

community. Through this process, residents learn that leadership is a call to responsibility rather than privilege. In any TC, staff members remain the rational and programmatic authority that has ultimate responsibility for the operation of the program.

E. Therapeutic Community Program Concepts

1. Practicing Self-Help and Mutual Help

Giving support to others and getting support from others allows offenders to use each other as they work to change behaviors. Through self-help/mutual help, offenders create an open, caring and honest environment. Offenders use the "tools" of the environment (confrontation, write-ups, one-on-ones, groups, work, encouragement, "right living" and positive recognition, etc.) for problem solving and for personal growth. Self-help/mutual help represents the contract to work together for my and your recovery.

2. Practicing Positive Role Modeling

Providing an example by behavior is a mission for all members of the TC. We recognize that in the past we were influenced and influenced others by our behavior. Making the decision to influence positively allows us to choose to be a positive role model for other offenders. We also then have other offenders as our role models. Recognizing that I, through my modeling, can pull another person through treatment allows me to give back what others have given me.

3. Practicing Social Learning

Learning from each other is the basis for social learning. Our TC is a small society. How we behave toward each other has an effect on other members of the community. Being willing to challenge each other's behavior and the effect of that behavior allows us the opportunity to see ourselves through the eyes of others. With that opportunity comes the responsibility and the requirement that we make use of information about our behaviors and attitudes in order to change those behaviors and attitudes in a positive direction. It is in this social learning environment that offenders are able to express feelings, get feedback, and mirror behaviors in order to increase feelings of self worth, acceptance and self-respect.

4. Practicing the Concept of No "We/They" Dichotomy

Within the TC all individuals are respected and accepted as being unique. At the same time, the strength of the community is derived

from no individual difference being given any greater power or significance over any other individual difference. What this means is that each of us is equally valuable. We are resources to each other and we are respected for this. We recognize that each person has strength that may be different from the strengths of others and we expect these strengths to be shared and recognized. The idea is to recognize the importance of the cultural, ethnic, sexual, political or personal histories of members while not letting these differences cloud recovery issues. This encourages an attitude of participation based on shared strengths.

5. Promoting Upward Mobility and Earned Privileges

"There is no free lunch" expresses the basic truth in the TC that members earn what they get. Changing behaviors, improving attitudes, receiving sanctions, acquiring responsibility, gaining recognition and receiving privileges are all determined by observations and decisions about the honesty of the work done as well as the quality of the effort. We recognize that making any change is often extremely hard and yet, as a community, we expect each member to be committed to doing what's hard. We recognize the results of success by giving greater responsibility, making increasing demands and by assigning privileges and status. Continuous attention is given to monitor and measure these efforts to make and maintain changes. Status and privilege is withdrawn when personal work stops and actions become complacent and irresponsible.

6. Practicing "Acting As If"

Changing attitudes, behaviors and lifestyles requires practicing new and different ways of doing things. In the TC, offenders are expected to place an emphasis on practicing positive behaviors and the attitudes connected to these behaviors. This allows us to try out what we are learning even though the patterns of more familiar attitudes and behaviors feel more comfortable. Changing behavior requires doing something different even though we may not want to do this. Acting as if we feel responsible helps us learn what it feels like to be responsible. We know that if we act a certain way long enough, we begin to become comfortable with the thoughts and feelings that go with that behavior.

7. Understanding the Relationship of Belonging and Individuality

Generally, the focus in the early phase of a TC is on ownership and belonging as a participating member of the community, while individuality and self-realization is stressed in the latter phases. Belonging indicates a sense of ownership and relationship to the community and the people within it. To foster a sense of belonging

helps to encourage our belief that the TC will help us. Feelings of “I belong” encourage team activities and a group spirit which increases self-esteem. Knowing that I belong as a member of this community provides the support and nurturing needed for each of us to search out our own identity within the community. We recognize that placing too much stress on belonging encourages cultism, while stressing too much individuality supports separateness and isolation, causing people to lose sight of the need for balance and integration as a community goal. We know that growth comes as a result of coming to the TC disconnected from any sense of a caring community, then becoming connected, and eventually learning to separate as an individual with a recovery-based way of living.

8. Understanding the Function of a Belief System in the TC

Individuals, groups, cultures and societies are guided by written or unwritten sets of beliefs. Some beliefs are strongly held and commonly agreed upon; others operate behind the scenes but greatly influence what happens in a person’s life. The TC has many different levels of beliefs. We call this a belief system. We have the Principles of the TC Concepts. We have beliefs about recovery. We have beliefs about how we want to live together in a positive environment. We have beliefs about what behavior is not acceptable. We have beliefs about how to handle violations of our beliefs. We also have beliefs about the importance of our community modeling beliefs that are positive and important to the larger community (society). We know that there will be conflicts between the beliefs of individuals participating in treatment in the TC and the beliefs held by the TC. In struggling and resolving these conflicts, the individual confronts the consequences and the benefits of their personal belief system.

9. Participating in the Group Process

While offenders will often have treatment and work responsibilities which require that they work independently, all activities in the TC eventually lead back to the group. We are a community of individuals who recognize and participate in a group environment. We believe that this group environment supports individual change. The other members of the community are a resource. We come together with different opinions, insights, histories, experiences, skills and strengths. We share these personal resources in a group setting using challenge, public or private information, encouragement, disagreement, support and confrontation. Our desire is to create a safe personal crisis which will lead to new insights, new attitudes and new behaviors supporting and resulting in a recovery-based way of living.

10. Maintaining Written Assignments

The many different opportunities for members to observe, monitor, track, verify, record and document information, activities, tasks and behaviors support the emphasis on personal responsibility and community safety. The wide range of continuous activities within the community provides all members with an environment to test and challenge individual and community awareness. We are able to develop skills in problem-solving, organizing and managing, planning and follow through, consistency, accuracy, timeliness, attention to detail, and self-determination. We help to create and maintain an environment where the record keeping responsibilities and practices support an atmosphere of trust and safety. Managing our own personal community and treatment observations and recording tasks and responsibilities allows us to learn and practice attitudes and behaviors which support our personal growth.

III. TREATMENT PROGRAM STRUCTURE

A. Program Rules

One of the values of a TC is a safe environment for growth and positive risk-taking. Accordingly, the program has rules designed to support such an environment.

Any community member who does not practice and support program rules, or allows another member to disregard program rules, is subject to challenge and sanction by members of the community. Community enforcement of these sanctions, depending on the nature of the rule violation and the threat to the safety of the community, could result in an offender's termination from the program. Individuals violating rules regarding weapons, violence, and substance use within the program will receive the strictest application of consequences.

Clinical staffing may occur after any number of rule violations. It is recommended that the primary counselor, the qualified supervisor, and the probation officer assigned to the facility be present at every clinical staffing. It is recommended that the Provider document all efforts to gain offender compliance with program participation requirements, including the use of graduated sanctions, in the offender file.

The Mandatory Program Rules indicated below shall be consistent for all residential TC programs contracted by the Department. Individual providers may develop additional program/facility specific rules. All facility and program rules developed independently by providers must be approved by in writing by the Department. Each offender will be notified of all the program/facility rules and will sign a form indicating they have read

the rules, understand the rules, and agree to abide by the rules. All program/facility rules shall be conspicuously posted in the facility.

B. Mandatory Program Rules

1. Community members will comply with all rules of the Department of Corrections and the Provider treatment management policies and procedures.
2. Community members will not threaten, intimidate or behave with violence toward any person(s) or property. This includes acting in any way which encourages, supports or allows threats, acts of intimidation or violence against personal property.
3. Community members will not behave in any way sexually that violates the "family" concept of the community. This means that community members do not participate in or allow any sex talk, harassment, threats, intimidation, disrespect or sexual behavior among or between community members.
4. Community members will remain free from engaging in substance manufacture and distribution, holding or passing contraband and use of mood altering and dependency forming drugs, including alcohol and alcohol products
5. Community members will attend and participate in all therapeutic and/or other program activities. This means that community members "work" to continue to earn their membership in the therapeutic community.
6. Community members will support and participate in community safety and security responsibilities including sign in/out, room and space checks, roll calls, attendance checks, and accountability verifications.
7. Community members will not participate in or allow the use of cultural put-downs, racial, ethnic or religious slurs, jokes or abuses. This includes any attitudes or behaviors which create "we/they" separateness in the community such as gang signs/talk, posse behaviors or separatist talk and behavior.
8. Community members will treat all personal and community property with respect. This means community members will create and maintain attitudes of honesty, trust, reliability and dependability with respect to safe-guarding personal and community property.
9. Community members will treat information shared within the community with respect. The rights of all members to have personal information

kept confidential within the boundaries of the program and consistent with the laws, regulations and policies of the program are respected.

10. Community members will not participate in or allow gambling, gambling talk or games, manufacturing, trading in, possession of or use of weapons, or any criminal behavior or activity.

C. Graduated Sanctions

In order to teach and reinforce personal responsibility, sanctions for inappropriate attitudes and behaviors are TC "tools" which help offenders as they learn to make lifestyle changes. Sanctions may be imposed when a offender fails to make efforts to correct inappropriate attitudes and behaviors which have been challenged by the community. Sanctions may also be imposed as a consequence for rule violations or in cases where motivation and commitment appear questionable. The use of sanctions in the community is one of the responsible ways the community safeguards its personal safety. Sanctions range from oral and written warnings with specific learning experiences, and extra duty, to move backs and suspension/time-freezing in treatment. Ultimately, the final sanction is termination from treatment as a direct result of continued violations in spite of graduated sanctions having been imposed. Sanctions shall always be clinically based and justified. The sanctions should address the behavior and attitude being corrected. The provider shall develop a procedure detailing their graduated sanction policy and shall be subject to approval from the contract manager or designee.

D. Program Activities

Scheduled activities provide structure to the program. Program activities shall be divided into two (2) categories: Counseling Activities and Therapeutic Activities. Any curriculum and/or lesson plan utilized in these activities shall be made available to the Contract Quality Assurance Program Manager, or designee upon request.

1. Cognitive Behavioral Programming:

All participants should receive cognitive behavioral programming during their course of treatment that addresses criminal thinking utilizing one (1) of the following evidenced-based curriculums:

- Thinking for a Change (TFC);
- Moral Reconciliation Therapy (MRT); or
- Criminal Conduct & Substance Use Disorder Treatment – Strategies for Self-Improvement and Change.

A Certification of Completion must be issued to each participant completing the cognitive behavioral criminal thinking program. The Certificate of Completion must reflect the name of the cognitive behavioral thinking program. The Certificate of Completion must reflect the name of the cognitive behavioral criminal thinking program, the offender's name and DC number, and the number of hours completed in the course.

2. Criminogenic Needs

All individual treatment plans, counseling, and therapeutic activities should, at a minimum, address the following criminogenic areas.

- Anti-Social Personality (Social Awareness);
- Criminal Associates;
- Substance Use;
- Family/Marital;
- Leisure/Recreation;
- Criminal Thinking/Attitude; and
- Employment/School.

3. Counseling Activities and Therapeutic Activities:

For the purposes of this program, guidelines for what constitutes counseling activities and therapeutic activities are specified as follows:

a. Counseling activities include but are not limited to:

- Individual Counseling Sessions
 - a minimum of thirty (30) minutes of face-to-face contact
- Process/Issues Groups
 - maximum of twenty (20) offenders per group
 - minimum of fifty (50) minutes of face-to-face contact exclusive of time utilized to record progress notes, etc., facilitated by a professional level counselor
- Criminal Conduct Experiential Groups
 - maximum of thirty (30) offenders per group
 - minimum of fifty (50) minutes of face-to-face contact
- Family Counseling Sessions
 - minimum of thirty (30) minutes of face-to-face contact
- Substance Use Disorder Education Groups
 - strategies for avoiding substance use or relapse

- health problems related to substance abuse
- motivational enhancement and strategies for living without using substances
- minimum of fifty (50) minutes of face-to-face contact
- maximum of thirty (30) offenders per group
- TC Groups
 - Groups must be facilitated by a counselor, i.e., house meeting groups, encounter groups, evening wrap up groups

b. Therapeutic Activities include but are not limited to:

- Self-Help or other recovery support groups.
- Life/Transition Re-Entry Skills training such as budgeting, anger management, communication skills, employability skills, problem solving skills, decision making skills, relationship skills, and parenting skills.
- Non-verbal interventions such as recreation, art, music, or dance
- Vocational Training
- Educational support such as GED or basic literacy instruction
- TC work assignments or employment

Provision of counseling activities and therapeutic activities may be verified by the posted daily program schedule and entries in offenders' clinical charts, per Rule 65D-30, F.A.C.

IV. TREATMENT PROGRAM COMPONENTS

A. Program Components

The nonsecure (short-term) treatment program, the secure (long-term) treatment program, and the residential substance use disorder with behavioral health program, all contain an intensive treatment component and an employment re-entry component. Aftercare/continuing care services should also be offered by the program or through referral.

B. Intensive Treatment Component (ITC)

The Intensive Treatment Component is the first phase of the nonsecure (short-term) program, the secure (long-term) program, and the residential substance use disorder with behavioral health program. In these programs,

this component may last from two to 12 months depending upon an individual offender's progress in the program and clinical need.

During this phase, offenders are oriented to the program and the recovery process. Offenders attend group and individual counseling sessions, as well as participate in TC activities, work assignments, self-help groups and educational/vocational programming as appropriate. They also prepare for re-entry into the work environment and a gradual transition into the community. Individualized needs shall be addressed through the offender's treatment planning during this phase.

Any fees to be incurred by the offender while participating in the treatment program must be fully disclosed to the offender in writing during the orientation/admission process. All fees charged to offenders, including subsistence, must be approved in writing by the Contract Manager or designee.

1. While in the Intensive Treatment Component (ITC), each offender shall participate in:

- a minimum of ten (10) hours each week of counseling activities as described in Section III., D., 1. of this Guide;
- one (1) individual counseling session each month (or more frequently if clinically indicated) as described in Section III., D., 1. of this Guide;
- one (1) individual mental health counseling session each week (co-occurring only);
- a minimum of one-1 hour mental health group weekly (co-occurring only); and
- thirty (30) hours each week of therapeutic activities as described in Section III., D., 2. of this Guide.

C. Employment/Re-entry Component (ERC)

The Employment/Re-entry Component is the second phase of the nonsecure (short-term) program, the secure (long-term) program, and the residential substance use disorder with behavioral health program. In these programs, this component may last from two to six months depending upon an individual offender's progress in the program and clinical need and recovery capital. The focus in this component shall be facilitating offenders re-integration into the community through community-based employment, continued education, relapse prevention and practicing the skills learned in the ITC. During this phase, offenders are required to secure and maintain

full-time employment (minimum of thirty-two (32) hours per week) and participate in treatment and TC activities, either prior to or after work.

Counseling and therapeutic activities in this component will emphasize individualized relapse prevention planning, employment, budgeting and re-entry skills. Offenders attend group and individual counseling sessions, as well as participate in TC activities, work assignments, self-help groups, social learning activities and educational/vocational programming as appropriate. Individualized needs shall be addressed through the offender's treatment planning during this phase.

Prior to final completion of the Employment/Re-entry Component (ERC), all offenders should be linked to appropriate after/continuing care services and self-help groups. If the offender is returning to another geographical area, the counselor should link the offender to services in that location.

1. While in the Employment Re-entry Component (ERC) each offender shall participate in:

- a minimum of four (4) hours of counseling activities each week as described in Section III., D., 1. of this Guide;
- one (1) individual counseling session each month (or more frequently if clinically indicated) as described in Section III., D., 1. of this Guide;
- one (1) individual mental health counseling session each week (co-occurring only);
- a minimum of one (1) hour mental health group weekly (co-occurring only); and
- twenty (20) hours of therapeutic activities per week as described in Section III., D., 2. of this Guide.

D. Exceptions to Component and Program Length

There may be times when, for clinical reasons, an offender may benefit from extended participation in a program component or moving back to the ITC after having begun the ERC. Such exceptions shall be handled for each program as follows:

Nonsecure Program: An offender's total length of participation in the nonsecure program, including extensions to participation time in the ITC or the ERC and move backs, may be extended up to seven (7) months at the discretion of the Provider, based upon the offender's clinical need, and with the input of the offender's supervising probation officer. In such cases,

approval of the Contract Quality Assurance Program Manager, or designee, is not required. Extensions to seven (7) months should be the exception and not the standard.

All requests to extend the length of participation beyond seven (7) months (up to a maximum of eight (8) months), requires the prior approval of the Contract Quality Assurance Program Manager or designee. The supervising officer will notify the sentencing Court, in accordance with Department policy and procedure and local practice, of all extensions to an offender's term of participation in either the ITC or ERC, and/or extensions to the total length of participation in the nonsecure program.

Secure Program: An offender's total length of participation in the secure program, including extensions to participation time in the ITC or the ERC and move backs, shall not exceed 18 months. The Provider may extend an offender's participation time in the ITC or the ERC and/or move them back at their discretion, based upon the offender's clinical need, and with the input of the offender's supervising probation officer. Approval of the Contract Quality Assurance Program Manager, or designee, is not required. Extensions to an offender's total length of participation in the secure program will not be granted, as the individual program components and the program length already provide sufficient flexibility to accommodate individual offender's treatment needs.

Residential Substance Use Disorder and Behavioral Health Program: An offender's total length of participation in this program, including extensions to participation time in the ITC or the ERC and move backs, shall not exceed 18 months. The Provider may extend an offender's participation time in the ITC or the ERC and/or move them back at their discretion, based upon the offender's clinical need, and with the input of the offender's supervising probation officer. Approval of the Contract Quality Assurance Program Manager, or designee, is not required. Extensions to an offender's total length of participation in the secure program will not be granted, as the individual program components and the program length already provide sufficient flexibility to accommodate individual offender's treatment needs.

E. Aftercare/Continuing Care

Offenders successfully completing any of the three programs shall be referred for aftercare/continuing care service coordinated or offered by the Provider. The offender shall be responsible for the cost of the aftercare program. Fees shall be approved by the Department.

F. Co-occurring Disorder Services

Providers shall develop and implement operating procedures for serving or arranging services for persons with co-occurring substance use disorder and mental health disorders.

If co-occurring disorder services are provided under the Contract, then the operational procedure shall reflect how Illness Management and Recovery (IMR) evidenced-based practices and principles, or approved alternative, are utilized in providing services. The procedure shall also include the frequency and type of co-occurring overlay services. The Provider shall utilize the IMR evidenced-based principles in addressing co-occurring disorder needs, any deviation must be approved in advanced by the Department. IMR resources can be accessed by utilizing the following:

<http://store.samhsa.gov/product/Illness-Management-and-Recovery-Evidence-Based-Practices-EBP-KIT/SMA09-4463>

Provider(s) that offer co-occurring overlay services must provide the following, to approved offenders, related to co-occurring disorder overlay services:

1. A psychiatric evaluation, diagnosis, and ongoing medication management by a Licensed Psychiatrist, other medical practitioner licensed under Chapter 458, F.S. or Chapter 459, F.S., who has at least two (2) years' experience in the diagnosis and treatment of mental and nervous disorders, or a Licensed Psychiatric, Advanced Registered Nurse Practitioner (ARNP);
2. The Licensed Psychiatrist, other medical practitioner licensed under Chapter 458, F.S. or Chapter 459, F.S., who has at least two (2) years' experience in the diagnosis and treatment of mental and nervous disorders, or a Licensed Psychiatric ARNP shall provide monthly medication management, unless less frequently is clinically warranted and should be documented in the clinical chart by the Licensed Psychiatrist or medical practitioner as described above. The Licensed Psychiatrist, or other medical practitioner as described above, shall order any necessary lab testing/blood work;
3. A Mental Health Clinician licensed in accordance with the requirements set forth in Section 490 or 491 F.S., shall provide a minimum of two (2) hours of mental health services, per resident, per week to include: one (1) hour of individual counseling and one (1) hour of mental health group

counseling. Additionally, they will provide case-management services and liaison between the substance use disorder programming team and medication management with the Psychiatrist. These services are in addition to the counseling hour requirements for the residential program;

4. An individualized treatment plan that reflects their mental health needs and services for approved offenders;
5. The purchase and administration of psychotherapeutic medications for stabilization of mental disorder symptoms, including medications to treat any side effects; and
6. Laboratory testing/blood work to ensure that offender's prescribed psychotherapeutic medications are appropriately and properly managed regarding the type, dosage, and frequency of administration. The Vendor may utilize any public or subsidized funding available, as well as agreements with pharmaceutical companies, laboratories, health departments, or other county/state/federal resources. The offender will not be responsible for payment of psychotherapeutic medications or testing/blood work, unless they have insurance which covers the total cost.

Any deviation to the required services must be made in writing to the Contract Quality Assurance Program Manager.

Offenders who are approved for placement in a co-occurring disorder bed must meet the following criteria:

- a) Have a principal diagnosis of a substance use disorder as referred to in the American Psychiatric Association's Diagnostic and Statistical Manual V (current edition); and
- b) Have a non-substance use disorder related diagnosis, as referred to in the American Psychiatric Association's Diagnostic and Statistical Manual V (current edition) which requires management through the use of psychotropic medications and psychiatric monitoring.

V. PROGRAM ELIGIBILITY, REFERRAL, ADMISSION, AND DISCHARGE

A. Determining Initial Program Eligibility

Ideally, offenders who are court-ordered into the programs will have been screened by the Provider in accordance with the requirements of Rule 65D-30, F.A.C. prior to placement. If it is not feasible for the Provider to

screen the offender prior to sentencing and placement into the program, it is imperative that the Provider conduct the initial screening as soon as possible thereafter in order to determine appropriateness for treatment. The Provider must document the clinical rationale for an offender's admission or exclusion from the program in writing, utilizing a screening process identified in Rule 65D-30, F.A.C.

The Provider shall notify the Local Quality Assurance Coordinator, or designee, and the supervising probation officer in the event an offender is screened subsequent to placement in the program and determined by the Provider to be inappropriate for the program. In such cases, the provider shall document their rationale for the recommendation and suggest an alternate placement for the offender.

To be eligible for the program:

1. The offender must be under the legal supervision of the Department of Corrections and court-ordered into the treatment program by a sentencing court or releasing authority. This includes offenders on interstate compact. Offenders may be pending sentence and have a history of substance use disorder problems, be in violation of the terms of their current supervision with a new drug offense or other technical or substantive violation indicative of a substance use disorder problem, or be an interstate compact case with sanctions imposed by the sending state or receiving state; and
2. The offender must have been screened to be in need of either short-term or long-term residential substance use disorder treatment, or the residential substance use disorder treatment and behavioral health program, and have sufficient time remaining on their period of supervision to allow them to meet successful program completion requirements.

The admission of the following categories of offenders shall be at the discretion of the individual service provider as long as they meet the criteria above and have the ability to function in the program:

1. Offenders with mental health conditions for which a licensed physician has prescribed psychotropic or other non-addictive medication;
2. Offenders under treatment for a diagnosed condition(s) for which a licensed physician has prescribed non-narcotic/non-addictive medications;
3. Offenders with a history of severe physical aggressiveness not associated with substance abuse;
4. Offenders with a history of arson or fire-starting; or

5. Offenders with a history of sexual offenses.

B. Program Referral

For offenders who meet the eligibility criteria, the officer shall complete Section I of the Community Supervision Referral Form (DC5-404) even if the Provider has not yet conducted an initial screening on the offender to determine suitability for the program. The Supervising Probation Officer (officer assigned to the program) may also complete Section II of the DC5-404 on behalf of the Provider, in accordance with local practice, and enter into data entry, or forward to the appropriate circuit staff for data entry, once the officer confirms the offender's arrival at the program. Only those offenders referred and approved by the Department via a completed DC5-404 are eligible to be placed into a Department-contracted community-based residential substance use disorder treatment program. Upon the offender's admission to the program, the Provider shall provide written notification to the supervising officer to document program entry for the offender's Department of Corrections offender file.

The Department will make available to the Provider all confidential and non-confidential records pertaining to the offender that relate to the offender's suitability for treatment in the program. This includes the Probation Order and any other information available and/or requested that will assist the Provider in making an informed decision concerning treatment appropriateness. The acceptance of an offender into a residential substance use disorder treatment program does not preclude the timely completion of all other Probation and Parole intake and supervision requirements.

C. Program Admission and Orientation

The provider shall conduct the following tasks in accordance with the requirements of Rule 65D-30, F.A.C. and within the timeframes specified in the rule:

1. Screening and Orientation;
2. Assessments:
 - a. Physical health
 - b. Psychosocial to include administration of the Adverse Childhood Experience Questionnaire;
 - c. Special needs (identification of offenders with mental illness and other needs)
3. Initial Treatment Plan and/or Individualized Treatment Plan; and

4. Provide an Offender Handbook during orientation, which will also include subsistence and any other fee requirements.

D. Risk and Needs Assessment

The Provider shall incorporate a risk and needs assessment into their psychosocial assessment. This assessment component should be used to determine the criminogenic needs that will be address throughout the treatment process. The identified criminogenic needs shall be incorporated into the Individualized treatment Plan, in conjunction with any other needs identified by the psychosocial assessment. The Vendor shall utilize the results of the Department's Risk and Needs Assessment, when available, in lieu of any tool they are currently using.

E. Program Discharge

For all program discharges (successful, administrative, and unsuccessful) the Provider shall complete Section III of the Community Supervision Referral Form (DC5-404) and forward (electronically preferred) the completed form to the Supervision Probation Officer no later than three (3) business days from discharge. The three business days begin the day after the discharge date. The Provider shall retain a copy of the completed form in the offender's clinical file. The Department's appointed staff will review the form and ensure the data is entered into the Department's Offender Based Information System (OBIS) within two (2) working days subsequent to the date of receipt from the Provider and put a copy of the form in the offender's clinical file.

F. Discharge Summary

The Provider shall submit a written discharge summary to the officer assigned to the facility within seven (7) business days of the offender's discharge. All discharge summaries will minimally include the following information:

1. Offender's DC number;
2. Address and telephone of the offender's proposed residence upon release from the program;
3. Name, address and telephone of the offender's employer (if applicable).
4. Summary of progress in the program;
5. Recommendations for aftercare/continuing care; and
6. Any referrals made for follow-up services and/or intervention.

G. Criteria for Discharge

Each Residential Treatment Program Provider should develop a policy on discharge, which clearly defines the program's behavioral expectations of the offender. The policy should stress the requirement for full participation by all offenders in all program activities. The Department recognizes three types of discharge, successful, administrative and unsuccessful.

1. Successful Completion

An offender will be considered to have successfully completed the residential substance abuse program when he or she:

- a. has attended the specific number of modules, hours, and/or days associated with/required by the program;
- b. has made satisfactory progress toward achieving the goals of his or her Individual Treatment Plan; and
- c. has obtained maximum benefit from the program as determined by his or her counselor and the counselor's clinical supervisor.

Each offender will remain in the Treatment Program until released by the Court, the Department of Corrections or the Provider. The Provider will notify the Department when it is determined that the offender is ready for release. The Department will be responsible for verifying and approving the offender's proposed discharge plan, which shall include written recommendations for continuing aftercare for the offender. The Provider will determine clinical successful completion.

2. Administrative Discharge

An administrative discharge from the program implies neither success nor failure in the program. An offender will be administratively discharged from the residential substance use disorder program under the following circumstances, including, but not limited to:

- a. clinical reasons other than refusal to participate in program activities (e.g., a clinical assessment determines that the offender does not meet the diagnostic criteria for admission);
- b. a medical or mental health condition that prohibits an offender from participation in treatment;
- c. termination of supervision due to a court order or expiration of sentence;

- d. transfer to a more appropriate treatment modality; or
- e. death of the offender.

Upon administrative discharge of an offender, the Department will so advise the sentencing authority.

3. Unsuccessful Termination

An offender who does not meet the criteria for successful completion or administrative discharge outlined above will be considered to have been unsuccessfully terminated. In addition, an offender may be unsuccessfully terminated from the program under the following circumstances:

- a. violation of program rules;
- b. failure to attend therapeutic and program activities as required;
- c. a documented pattern of undermining program effectiveness for him/herself or others by being sufficiently apathetic, problematic, and/or disruptive toward staff and/or other program offenders; and
- d. revocation of probation or community control if the violation occurred while the offender was enrolled in the program.

All discharges for unsuccessful termination will be clinically staffed with the final decision made by the Program Director. The Provider shall notify the probation officer assigned to the facility immediately. The officer will notify the sentencing authority of the offender's unsuccessful termination from the program and/or conduct a warrantless arrest in accordance with applicable Department procedures.

In cases where an offender commits an assault or battery on any individual or staff member in the facility, or other serious law violation, the treatment staff shall immediately request assistance from local law enforcement if necessary and duly notify the Department.

If, at any time, the offender cannot be located and his/her whereabouts is unknown, program staff shall, within two (2) hours, notify the Department's designated Probation Officer or other designated person of the absence of the offender. Following this notification, program staff will document the circumstances of the offender's absence in writing and convey it to the Probation Officer or Department designee assigned to the facility within one (1) business day following telephone

notification, unless the day falls on a Saturday or Sunday and then it should be no later than Monday.

G. Program Readmission

An offender who is discharged from a residential substance use disorder treatment program under any circumstances may be considered for readmission to the program. In such case, the Provider shall re-screen the offender to determine if the offender is clinically appropriate for readmission. Offenders who are found to be clinically appropriate for readmission will be readmitted to the program with the consent of the Program Director. If the offender is approved for readmission, the Contract Manager or designee shall approve the offender for placement via completion of a new Community Supervision Program Referral Form (DC5-404). If the Provider re-screens an offender and determines that the offender is clinically inappropriate for readmission to the program, the Provider shall document their findings in writing and notify the Department. The Department will then notify the court for further action.

VI. GUIDELINES FOR OFFENDER PROGRAM PARTICIPATION

A. Work Details and Extra Duty

In the TC model, all aspects of daily living become part of the therapeutic learning process. Work responsibilities must have some direct connection to the support of community values of personal and shared responsibility and the treatment planning of the individual offender. Work is never to be seen as separate from the treatment structure of the therapeutic environment, does not replace treatment specific activities (i.e., individual counseling, group specific counseling, education, seminars, reading and writing activities, community functions, etc.), and supports the core philosophical concepts which underlie the functions of Therapeutic Communities as environments of individual and pro-social change. Work assignments shall be a scheduled activity and shall not be done during or in lieu of other therapeutic programming.

The following constitutes the sole circumstances under which offenders are permitted to perform any type of physical labor with the exception of the employment obtained during the Employment/Re-entry Component of the program. Work assignments may be assigned to offenders in both ITC and ERC. Offenders are permitted to be assigned to work details described below:

- 1. Internal Work Details** – These consist of offenders' daily job assignments to insure order and cleanliness of the facility. Each offender shall have a distinct job responsibility. Internal work details may include assisting with food service and preparation and shall be

considered a part of an offender's total time allotted for internal work details.

Nonsecure: A maximum of two (2) hours per day, per offender, six (6) days per week may be allotted to internal work details.

Secure: A maximum of four (4) hours per day, per offender, six (6) days per week may be allotted to internal work details.

Residential Substance Use Disorder Treatment and Behavior Health Program: A maximum of four (4) hours per day, per offender, six (6) days per week may be allotted to internal work details.

2. **External Work Details** – These consist of large group activities that benefit the facility. Examples include policing the grounds and minor landscaping projects. Minor landscaping projects may include cutting the grass, and planting flowers, gardens, and small shrubbery.

Nonsecure: A maximum of five (5) hours per week, for the entire community, may be allotted to external work details.

Secure: A maximum of twelve (12) hours per week, four (4) hours per day for the entire community, may be allotted to external work details.

Residential Substance Use Disorder Treatment and Behavior Health Program: A maximum of twelve (12) hours per week, four (4) hours per day for the entire community, may be allotted to external work details.

3. **Extra Duty** - Extra work duty can be imposed for facility rule infractions in accordance with the following stipulations:

- Extra duty shall never supplant therapeutic, educational, vocational, or employment activity.
- Though extra duty is recognized as a legitimate form of behavior modification, the treatment provider shall consider other appropriate means to address rule violations such as written assignments and the assignment of seminars, etc.
- Extra duty must be clinically justified.
- Extra duty must relate directly to the rule violated and the offender's treatment plan.

- All extra duty shall be recorded in the offender treatment file and include the date, time and type of rule infraction, the date of the extra duty assignment, the type of extra duty assigned, the amount of time allotted to the extra duty, and the staff person(s) who assigned the extra duty.
- No more than two (2) hours of extra duty may be assigned for any rule infraction.
- A maximum of two (2) hours extra duty shall be performed by an offender on any given day, regardless of the number of hours of extra duty the offender has been assigned.
- A maximum of ten (10) hours extra duty may be assigned to an offender in any given week.

Offenders shall never be required to perform the following work at the facility while enrolled in the residential treatment program:

- New construction
- Remodeling or renovation
- Carpentry
- Plumbing
- Electrical or mechanical work
- Air conditioning installation or repair
- Primary food service, i.e., Chef or Supervisor of food service preparation

Any work activity assigned to offenders that is not specifically identified in the Guide shall be approved by the Contract Manager or designee prior to assignment.

B. Employment

Offenders in residential substance use disorder treatment programs shall receive instruction and guidance in employment readiness skills such as preparing resumes, completing applications for employment, interviewing skills, developing good work habits, and other such topics. In addition, program staff shall assist offenders in developing job leads and ultimately, obtaining full-time employment. Offender full-time employment shall consist of one (1) or more jobs that are lawful and verifiable and shall total

a minimum of thirty-two (32) hours per week. Offenders may also attend Adult Education classes, basic literacy, General Equivalency Diploma (GED) preparation and other on or off-site vocational training and/or apprenticeship programs and work in a part-time capacity (generally 16 hours of work per week) while participating in the Employment/Re-Entry Component. It is recommended, however, that whenever possible, offenders should work forty (40) hour per week. Providers are encouraged to establish relationships with employers in the public and private sectors, and other community resources to develop job opportunities for offenders in the program.

Offenders who are employed full time are not permitted to perform work for the treatment Provider, other than the daily upkeep of their respective living areas (i.e., sweeping and cleaning their immediate living areas, recreation or day room areas, bathroom, and hallway areas).

Programs may hire offenders as full-time or part-time paid employees. Employed offenders must receive payroll checks and benefits in accordance with the program's procedure for all other employees. The offender cannot be employed to provide direct treatment services. Employed offenders must not have access to treatment files and shall not supervise or be in authority of another offender in the residential treatment program.

Offenders in the Employment Re-Entry Component who are disabled and/or unable to find employment in the community may work for the Provider performing office work or telephone coverage in lieu of payment of subsistence to the Provider, payment for drug tests conducted by the Provider, and payment for the physical health examination conducted by the Provider. Offenders' work hours shall be valued at or above the prevailing minimum hourly wage. The offenders that work for the provider performing office work or telephone coverage in lieu of payment of subsistence to the provider shall not have access to confidential or other offender records.

1. Guidelines for Offender Employment

- All offender employment must be lawful and verifiable
- All offender employment must support the gains made in treatment
- All offender employment must be approved by the Probation Officer and the Program Director, including self-employment and employment by a relative.
- Offenders employed in the community must return to the treatment

facility no later than 7:30 p.m. unless they have prior approval from the Probation Officer and the Program Director.

- Offender employment shall be within the set geographical boundaries established by the Program Director unless an exception has been approved by the Probation Officer and the Program Director.

2. Verifying Offender Employment

The Provider will contact the employer and verify employment within seven (7) days of the offender's employment start date. In order for this to occur, the offender must execute an authorization for release of information that permits the Provider to contact the employer. Once the offender has executed the proper authorizations for release of information, the provider may contact the offender's employer to verify employment and confirm that the employer is aware of the offender's legal status. Thereafter, weekly verification by paycheck, phone call or an on-site visit will be done on each offender and monthly contact shall be made with the offender's work supervisor to substantiate the offender's work performance and attendance and discuss any problems the offender may be having at the workplace. The Provider shall establish a primary and secondary job contact person and document it in the offender file, except when a secondary contact person cannot be established. All employment contacts shall be fully documented in writing and placed in the offender's file. Program staff shall ensure that confidentiality concerns are respected at all times when communicating with offenders' employers.

C. Educational and Vocational Training

While in the program, offenders may participate in available educational and vocational activities as clinically appropriate. Such activities may include participation in adult education classes, basic literacy, GED preparation, and on and off-site vocational training and/or apprenticeship programs. Offenders may only participate in off-site vocational training activities during the ERC phase with the prior approval of the Contract Manager/designee and the supervising probation officer.

D. Management of Personal Finances

Each offender shall be given instruction and guidance on personal financial management and budgeting. The individualized budget shall be reviewed monthly while the offender is in the ERC and documented in the progress notes.

E. Management and Oversight of Offender Funds

Providers may utilize any one of a variety of approaches to assisting offenders in developing habits of fiscal discipline, budgeting and personal responsibility:

1. Providers may assist offenders in opening a savings and/or checking account and monitoring the account weekly to ensure compliance with program goals and participation requirements; or
2. Providers may maintain oversight of offenders' personal funds by opening a non-interest bearing Trust Account in a qualified depository (bank) and provide for an accounting system of the Trust Account that has the capability of reflecting individual offender trust account (sub-account) detail balances. Providers shall monitor the sub-accounts daily, in accordance with accepted accounting principles, and provide each offender with a monthly statement that includes the current balance, deposits, and deductions for allowable fees and obligations; or
3. Providers may utilize an internal accounting system subject to approval by the Contract Manager or designee.

In all cases, Providers will provide the terms under which offenders' funds will be managed to offenders in writing, will obtain offenders' signed acknowledgement of the terms, and will retain a copy of this acknowledgement in offenders' case files. The Department will not be responsible for any offenders' funds turned over to a Provider for management or oversight or for administration or oversight of any account related to such funds. In addition, the Department is not responsible for accounting or reconciliation of offenders' funds. The provider shall develop a written policy detailing the management and oversight of offender funds and this policy shall be subject to approval by the Contract Manager or designee.

F. Accounting for Offenders' Whereabouts/Signing In and Out of the Facility

To effectively manage and oversee offenders coming in and out of the facility and account for offenders' whereabouts, the Provider shall have a policy and a procedure in place governing offender sign-in and sign-out from the program facility and accounting for the whereabouts of all offenders at all times.

At a minimum, the policy and procedure shall:

1. require that every offender sign out when leaving the facility and sign in upon return;
2. specify how program staff will monitor all entries and exits to and from the program;
3. specify how and when program staff will document offenders' whereabouts when they are off-site, including guidelines and frequency for telephone contacts, and recording requirements for all program staff contacts made with offenders while they are off-site;
4. require that each offender in the program has his/her own/individual standardized sign-in and sign-out log sheet; and
5. require that the standardized log sheet contain a place for the offender's full name and DC number, time out, destination, purpose, authorized return time, offender's signature, actual return time, staff signature, and section for comments.

G. Program Leave and Off-Site Activities

Offenders in all three of the residential substance-use disorder treatment programs may be granted permission to participate in the Approved Offender Leave Program. All time away from the program facility requires the prior approval of the Provider and the supervising Probation Officer assigned to the program and shall be in accordance with program guidelines governing these activities, the offender's supervision type, and the individual offender's specific conditions of supervision. All offenders leaving the program facility shall comply with the provider's policy and procedures on signing in and out of the program.

For Community Control offenders in any of the residential substance use disorder treatment programs, the program facility is their approved **residence of confinement**. As such, they are only permitted to leave the program facility as specified in the Order of Community Control, and as approved in advance by the Community Control officer. The Court must explicitly approve a community control offender to participate in the Approved Offender Leave Program and any other off-site recreation and leisure program activities. If the court grants permission for community control offenders to participate in Approved Offender Leave, the offender is restricted to the approved residence while on approved offender leave, unless the court specifically approves, in writing, participation in activities outside the residence. The community control officer must explicitly approve all passes from the facility, to ensure compliance with the order of community control and other applicable court orders.

1. Approved Offender Leave Program

The Approved Offender Leave Program is designed to motivate the offender toward self-improvement, to gradually re-integrate the offender into the community, to strengthen family ties, to accustom the offender to self-reliance, and to expose the offender to beneficial programs and experiences. Leave granted under this program must have a specific therapeutic value and the leave plan must specify therapeutic goals and methods.

In order for an offender to participate in the Approved Offender Leave Program, the offender must either (1) have no prohibition against participation in such a program as indicated in the order of supervision and any other applicable court or administrative order; or (2) have the explicit approval of the court or releasing authority to participate in such a program. Offenders approved to participate must also have a community sponsor, preferably a family member. If a family member is not available, a citizen volunteer sponsor will be considered. The Provider and the Probation Officer shall screen, approve, and provide orientation to the offender's community sponsor. Sponsors may not be under the current supervision of the Department.

The Provider and the Probation Officer assigned to the facility must approve all requests for leave requested under this program and approve all passes. Approved Offender Leave shall not be approved to a residence/location without either a working land-line telephone or cellular phone services at the approved residence/location. Each time Approved Offender leave is granted, the Provider shall note the location, times, dates, address, sponsor or citizen volunteer and phone contacts in the offender file. Approved Offender Leave will be allowed within the State of Florida only. Each time an offender signs out of the facility on Approved Offender Leave, at least one telephone call will be made by the treatment program staff each day, at various times, to speak with the offender at the designated residential location stipulated in the pass. Staff shall document all contacts with offenders on leave and note the time and date of the contact.

While on Approved Offender leave, offenders may participate in activities outside the approved offender leave residence, as long as such participation is not prohibited by the offender's orders of supervision or other court order and if such participation is approved by the staff and the supervising probation officer assigned to the program facility. If the offender's approved sponsor representative resides outside of the local area, a hotel room may suffice as an approved leave residential location, subject to the approval of the program staff and the probation officer.

While on Approved Offender Leave, offenders may attend religious services away from the approved residential location with the prior approval of the program staff and the supervising probation officer assigned to the program facility. Offenders requesting to attend religious services away from the approved residential location must provide the address and telephone number of the religious institution, and the date and time frame of the service they will be attending to program staff and the probation officer. Program staff and the probation officer will document this information and the approval granted to the offender to attend the specified service.

All approved leave must be with the offender's spouse, son, daughter, brother, sister, parent, legal guardian, or sponsor approved by the Department.

The following schedule of Approved Offender leave shall apply to offenders in the **Nonsecure Program**:

- a. During the first two (2) months after program entry, Approved Offender Leave may not be authorized.
- b. During the 3rd month of program participation, an offender may be granted a maximum of eight (8) daylight hours of approved leave per week.
- c. During the 4th month of program participation, an offender may be granted a maximum of twelve (12) hours of approved leave per week.
- d. During the 5th and 6th months of program participation an offender may be granted a maximum of forty-eight (48) hours of approved leave per week.

The following schedule of Approved Offender leave shall apply to offenders in the **Secure Program and in the Residential Substance Use Disorder and Behavioral Health Program**:

- a. During the first four (4) months after program entry, Approved Offender Leave may not be authorized.
- b. During the 5th month of program participation, an offender may be granted a maximum of four (4) daylight hours of approved leave per week.
- c. During the 6th month of ITC program participation, an offender may be granted a maximum of eight (8) hours of approved leave per

week. During the 6th month if the offender is in the ERC a maximum of twelve (12) hours of approved leave per week may be granted.

- d. During the 7th through the 12th month of program participation an offender may be granted a maximum of twelve (12) hours of approved leave per week if the offender is in the ITC. An offender in the ERC during their 7th-12th month may be granted a maximum of twenty-four (24) hours of approved leave per week.
- e. During the last two months of an offender's participation in the ERC, an offender may be granted a maximum of forty-eight (48) hours of approved leave per week.

Providers may be compensated for a maximum of two (2) days for offenders absent from the program on Approved Offender Leave with approval of the Contract Manager or designee.

2. Recreation and Leisure Activities

The program should provide offenders with the opportunity to participate in healthy recreational and leisure activities of a civic, artistic, athletic, cultural and social nature, away from the facility. Generally, offenders will participate in these activities under the direct supervision of program staff, however, unsupervised participation in off-site events may be allowed under certain conditions. Prior written approval must be obtained from the Contract Manager or his/her designee for all off-site recreational and leisure activities and their frequency. Individual offender's participation in any off-site recreational activity must be approved by program staff and the probation officer assigned to the program. Offenders on Community Control may only participate in off-site recreational and leisure activities with the explicit, written consent of the sentencing court.

If permitted by the offenders' orders of supervision, offenders on probation who are within three (3) months of successful discharge may be permitted to leave the facility to participate in approved recreational activities accompanied by a minimum of two (2) other offenders of equal status. Participation in the activity must relate to the offenders' therapeutic goals and must be approved by program staff and the probation officer assigned to the program. The time frames, location, and accompanying persons for all unsupervised recreation activities shall be recorded in the offender file.

Participation in off-site recreational activities shall be limited to a maximum of eight (8) hours per week. Unsupervised night-time

recreational activities are discouraged, but not prohibited. In these instances, offenders must return to the facility no later than midnight.

3. Other Off-Site Activities

If the offender's court order permits, and with the prior approval of the program staff and the probation officer, an offender may be permitted to leave the facility to seek employment, shop for personal necessities not supplied by the program, attend worship services, attend 12-step support groups or tend to other necessary personal matters, for short periods of time, normally not to exceed four (4) hours at any one time. This time may be extended up to a maximum of eight (8) hours at any one time, on a case by case basis, and with proper approval, if needed.

Any time an offender is approved to sign out of the facility and is not supervised by staff, a sponsor, or a volunteer, the treatment staff shall closely monitor compliance with the conditions of the pass by telephone contacts and/or review of purchase receipts.

An offender may be granted permission to leave the facility at any time during their enrollment in the program, with required approvals from the supervising officer and, if required, from the sentencing court or releasing authority, for the following reasons:

- a. To visit a dying relative. Relative is defined as a member of the offender's immediate family. Exceptions will be considered on a case by case basis.
- b. To attend the funeral of a relative as defined above.
- c. Any other reason consistent with public interest, medical or mental health treatment, and mandatory attendance at a civil or criminal court hearing.

H. Absence from Program Other Than Approved Offender Leave

Offenders who, for any reason, will be absent from the program for any period of time beyond two days at one time will be evaluated on a case by case basis for discharge from the program by the Local Quality Assurance Coordinator. Each time an offender signs out of the facility and is absent from the program other than Approved Offender Leave, at least one telephone call will be made by the program staff each day, at various times, to speak with the offender at the designated residential location stipulated in the pass. Program staff shall document all contacts with offenders on leave and note the time and date of the contact.

Medical Emergency – An offender admitted into the hospital for more than two (2) days will not be compensated for treatment of that particular offender. While the offender is in the hospital for the period up to two (2) days, at least one telephone call will be made by the program staff each day, at various times, to speak with the offender at the designated hospital location stipulated and document this case management activity in the clinical chart.

I. Community/Public Service Work

Offenders are permitted to engage in community service projects to benefit local, non-profit service agencies or entities. Offenders who are court-ordered to perform community service work are to be given preference to work on any such endeavors.

Offenders are not to perform public service or community service work at the treatment program while they are enrolled in the treatment program and residing at the program facility.

Arrangements for the direct supervision of Probationers and Court Approved Community Control offenders performing Community/Public Service Work are to be made between the Provider and the agency receiving the service. Community Control offenders who are not required to perform Community/Public Service Work as a condition of their community control supervision and do not have the explicit written consent of the Court to participate in Community/Public Service Projects are prohibited from participating in Community/Public Service Work or Project.

J. Transportation of Offenders

The Provider shall provide transportation to the facility for offenders who have been ordered into the program by the court and who are in custody pending placement into the program. Transportation shall be provided within twenty-four (24) hours of bed space availability whenever possible. If the local Sheriff is transporting the offender, per the court order or the County Standard Operation procedure (SOP), then transportation will be coordinated through the provider and the local Sheriff's office.

The provider shall arrange for or provide transportation services to offenders in the program who are involved in activities or in need of services that are provided at other facilities.

The probation officer and the program must approve an offender's use of an employer/ company vehicle or their personal vehicle for employment purposes. Offenders requesting such approval must provide the following:

- a written request from their employer
- a valid driver's license
- proof of insurance

Copies of these documents shall be retained in the offender's file and updated as appropriate.

If the offender does not work out of one central location, they may be permitted to return to the center in the company vehicle. The mileage on the odometer on personal and company vehicles will be documented when the offender returns to the facility and the following morning to ensure the vehicle is used only for employment purposes.

K. Alcohol/Drug Screening and Testing:

The Provider shall conduct an on-site and/or alcohol breath/laboratory drug screen/test on offenders enrolled in the program at any time for cause or as needed, depending upon an offender's particular circumstances. The Provider shall randomly conduct on-site alcohol breath and/or laboratory drug screens/tests on offenders in the program at the following frequency:

During the Initial Fourteen Days of Treatment:

- **Nonsecure Program:** No random alcohol breath/laboratory drug test screen/test is required during the first fourteen (14) days of offender's treatment.
- **Secure Program:** No random alcohol breath/laboratory drug screen/test is required during the first fourteen (14) days of offender's treatment.
- **Residential Substance Use Disorder Treatment and Behavioral Health Program:** No random alcohol breath/laboratory drug screen/test is required during the first fourteen (14) days of offender's treatment.

During the Intensive Treatment Component:

- **Nonsecure Program:** minimum of one (1) random alcohol breath/laboratory drug screen/test (on-site and/or laboratory) per calendar month (calendar month begins with first day of enrollment in program);
- **Secure Program:** minimum of one (1) random alcohol breath/laboratory drug screen/test (on-site and/or laboratory) per

calendar month (calendar month begins with first day of enrollment in program);

- **Residential Substance Use Disorder Treatment and Behavioral Health Program:** minimum of one (1) random alcohol breath/laboratory drug screen/test (on-site and/or laboratory) per calendar month (calendar month begins with first day of enrollment in program);

During the Employment/Re-Entry Component:

- **Nonsecure Program:** minimum of one (1) random alcohol breath/laboratory drug screen/test (on-site and/or laboratory) every calendar week. For the purposes of this Guide, the calendar week runs from Monday thru Sunday;
- **Secure Program:** minimum of one (1) random alcohol breath/laboratory drug screen/test (on-site and/or laboratory) every calendar week. For the purposes of this Guide, the calendar week runs from Monday thru Sunday.
- **Residential Substance Use Disorder and Behavioral Health Program:** minimum of one (1) random alcohol breath/laboratory drug screen/test (on-site and/or laboratory) every calendar week. For the purposes of this Guide, the calendar week runs from Monday thru Sunday.

A single panel on-site screen (based on drug use history) will meet this testing requirement. In addition, it is suggested that a full panel test be taken occasionally. Alcohol Breath Tests may also be conducted, as needed. All Alcohol Breath/drug test/screens conducted on offenders shall be random and observed by the treatment staff.

The Provider shall utilize on-site testing devices that have the same cut off standards as the on-site testing devices utilized by the Department. The Provider shall also utilize a laboratory that has the ability to conduct a **GC/MS and/or LC/MS/MS** Confirmation test on a specimen and utilizes the same cut-off standards as the contracted laboratory services utilized by the Department.

Program staff shall provide electronic or written notification to the Probation Officer assigned to the facility of all offender positive on-site and/or laboratory results and admissions to drug usage, immediately and no later than 24 hours.

The Department's expectation is that the Provider shall maintain the above frequency for all randomly conducted on-site alcohol breath/laboratory

screen/test on offenders in the program and under no circumstances will a compliance rate of alcohol breath/laboratory screen/tests of less than eighty percent (80%) be acceptable.

VII. PROGRAM LICENSURE AND FACILITY REQUIREMENTS

A. Program Licensure

The Provider shall have and maintain the level of licensure appropriate to the program type and as specified by Rule 65D-30, F.A.C. and all updates and revisions. Licensure shall be current at all times and prominently displayed at the program site. The Provider shall provide the Contract Manager or designee with a copy of all licenses.

In accordance with Department' Contract, the Provider (program director or clinical supervisor) will report in writing to the Contract Manager, or designee, and the Local Quality Assurance Coordinator, license status as follows immediately upon notification from the Department of Children and Families:

1. The issuance or extension of a probationary license,
2. The issuance of a regular license,
3. The issuance or extension of an interim license, or
4. Suspension of a program's license to operate.

The Provider (program director or clinical supervisor) will notify the Contract Manager, or designee, and the Local Quality Assurance Coordinator of all Department of Children and Families scheduled on-site license inspections and visits. Whenever the Department of Children and Families conducts a licensing inspection, the program director or the clinical supervisor will forward a copy of the Department of Children and Families licensing inspection report to the Contract Manager, or designee, and the Local Quality Assurance Coordinator.

The Provider (program director or clinical supervisor) will discuss strategies with the Contract Manager or designee to address the Department of Children and Families report, including:

1. Any noted program non-compliance issue(s),
2. The time frame in which to correct deficiencies cited by Department of Children and Families, and

3. Corrective actions to be implemented by the program to address the non-compliance issues.

B. Program Facility Standards

The Provider shall staff, equip, and maintain the program facility in accordance with the requirements of Rule 65D-30.004(34), F.A.C. and all updates and revisions as evidenced by the program's current DCF residential licensure report. The facility shall have office space available for use by Department staff that allows for confidential business to be conducted. The department designated office space must have access to a telephone and computer hook-up.

C. Food Service Standards

The Provider's food service operations shall be conducted in accordance with the requirements of Rule 65D-30, F.A.C., and all updates and revisions, with the additional requirements below:

1. Offenders, while out of the facility with approval, may take their meals in the community at their expense with approval of program staff. However, unless this is spontaneously requested by the offender, the Provider is required to provide a bag meal when the offender is out of the facility at mealtime.
2. The Provider shall make arrangements for special diets required by a physician or provision for meals for those offenders who work odd hours and are not available at meal time, or allow those offenders to take the meal with them into the community (bag meal).

D. Disaster Management, Safety and Sanitation

The Provider shall maintain the facility in a safe and sanitary condition in accordance with the requirements of Rule 65D-30, F.A.C. and all updates and revisions. This includes having written protocols for: Regularly scheduled trash and garbage removal and regularly scheduled vermin and pest control.

The Provider shall have a written plan for managing disasters in accordance with Rule 65D-30.004 (34)(g) F.A.C. and this plan shall also be provided to the Contract Manager or designee upon request.

E. Offender Program Costs

Any fees incurred by the offender while participating in the treatment program must be fully disclosed to the offender during orientation. All fees

for which the Provider will request reimbursement from the offender must be approved in advance by the Contract Manager or designee. The Provider shall provide a receipt to the offender for every payment made to the Provider.

Offenders who are financially able will be expected to pay for the physical examination and other medical costs required for program entry. Offenders who do not have the financial means to pay for these services at the time of program entry may be required to reimburse the Provider for these costs once they have obtained full time employment provided they are advised of such during program orientation.

Offenders will be responsible for all expenses related to their medical, mental health and dental treatment while in the program.

VIII. STAFFING

A. Staffing Pattern

The Provider shall have adequately trained and physically able, paid, awake staff on the premises twenty-four (24) hours per day, seven (7) days per week. All other staffing level shall be sufficient to deliver the services described in the Contract and this Guide, including specialized staff to provide co-occurring services if required, commensurate with the size of the program and shall meet the requirements of Rule 65D-30, F.A.C. and Chapter 397, F.S., and all updates and revisions.

The Provider shall minimally have one (1) full-time qualified professional, as defined in chapter 397, F.S. on-site 40 hours per week. Clinical supervision shall be provided by this Qualified Professional in accordance with the contract. The provider shall also have necessary staff to carry out the program requirements as set forth in the contract and the program Guide and cover staff absences and vacancies.

Upon execution of any contract for provision of community-based residential substance use disorder treatment services, the Provider shall submit a written staffing schedule listing the job title and number of staff scheduled to work on each shift to the Contract Manager or designee for approval. Any changes to the approved staffing schedule must be approved in advance by the Local Quality Assurance Coordinator. Primary Counselor to offender ration shall be in accordance with Chapter 65D-30, F.A.C., and Chapter 397, F.S. and all updates and revisions thereof.

All staff must receive twenty (20) hours of orientation on center rules and regulations prior to assuming responsibility for the position they were hired

for. Annual training should be in accordance with the requirements of Rule 65D-30, F.A.C. and Chapter 397, F.S., and all updates and revisions.

B. Staff Vacancies

The Provider shall notify the Contract Manager or designee in writing of any facility director, qualified professional, counselor or monitor staff resignations or terminations within two (2) calendar days of the received resignation or termination. This requirement pertains only to employees providing services under the contract. The Provider shall ensure that all vacant positions delineated above are filled within twenty-eight (28) continuous calendar days of becoming vacant or ensure interim staff is assigned to carry out the duties.

C. Staffing Qualifications

The Provider shall ensure Primary Counselors meet one (1) of the following qualification, at a minimum:

1. A Bachelor's degree from an accredited college or university in one (1) of the social sciences and six (6) months of professional experience in chemical addiction and/or mental health counseling;
2. A Bachelor's degree from an accredited college or university in any area of study; and one (1) year of professional experience in chemical addiction and/or mental health counseling;
3. A Master's degree from an accredited college or university in one (1) of the social sciences;
4. A Master's degree from an accredited college or university in any area of study and one (1) year of professional experience in chemical addiction and/or mental health counseling;
5. A Ph.D. from an accredited college or university in chemical addiction and/or mental health counseling;
6. A Ph.D. from an accredited college or university in any area of study and six (6) months of professional experience in chemical addiction and/or mental health counseling;
7. Current Certification as a Certified Addictions Professional (CAP), Certified Addictions Counselor (previously CAAP-2; currently CAC), Certified Criminal Justice Addictions Professional (CCJAP), Certified Criminal Justice Addictions Counselor (previously CCJAAP-2; currently CCJAC);
8. An Associate's degree from an accredited college or university institution and four (4) years of professional experience in chemical

addiction and/or mental health counseling; or

9. High school diploma/GED and six (6) years of professional experience in chemical addiction and/or mental health counseling.

Effective January 1, 2013, if the Contractor utilizes student interns to provide services, they must adhere to the following: Student interns may be assigned 2-3 offenders as a case load; however, the offender must have an assigned primary counselor who is responsible for their care. The intern may not be considered as the primary counselor. This is to ensure continuity of care for the offender during the course of their treatment program. The intern must be supervised by a Qualified Professional.

All non-professional staff employed in the capacity of program monitor must meet the following minimum qualification:

1. High School Diploma or General Equivalency Diploma (GED).

Only the Contract Quality Assurance Program Manager may grant an education/experience waiver if a prospective candidate for employment possesses exceptional qualifications and/or experience. In such cases, the Provider shall submit a written waiver request that specifically documents the exceptional qualifications of the candidate, to the Department. Waiver requests must include the prospective employee's resume and any documentation in support of the waiver request. The Department will provide a written response to each request within seven (7) business days of receipt. Waiver requests will not be granted during the first 180 days of program start-up.

The Provider shall maintain written job descriptions for each position and provide each employee with a copy of his or her job description.

D. Staff Conduct

In accordance with the Contract, the Provider shall ensure that all staff adhere to and are provided with a copy of the standards of conduct and safety requirements. A documented receipt of such notification shall be maintained in the employee's personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from any work under this Contract. The Department is under no obligation to inform the Provider of the criteria for disqualification or removal.

E. Staff Background/Criminal Record Checks

Staff background/criminal records checks shall be conducted prior to any staff being assigned to work under a contract. Please refer to the

specific contract for the information regarding Staff Background/Criminal Record Checks.

IX. Program Monitoring

The Department's Bureau of Contract Management and Monitoring will perform an on-site, in-dept quality assurance, programmatic, and facility Comprehensive Program Evaluation on an annual basis in conjunction with the Bureau of Readiness and Community Transition (responsible for Quality Assurance Program Oversight).

Department staff conducting program monitoring will make every attempt to coordinate with other licensing and monitoring agencies to minimize disruption to program operations and promote efficiency. Program monitoring shall determine program compliance or non-compliance and shall consist of, but not be limited to, reviews of the following program functions:

- Administrative issues
- Program facilities
- Program staff
- Program operation
- Clinical record reviews
- Interviews with Department and program staff
- Interviews with offenders

Quality Assurance on-site monitoring shall occur at intervals determined by the Department and shall be conducted on-site by the Local Quality Assurance Coordinator, or designee.

Department staff shall provide a written monitoring report to the Provider in accordance with timelines established by Department procedure.

When issues of non-compliance are identified in the monitoring report the Provider shall be required to submit a written Corrective Action Plan (CAP) to the Contract Manager or designee within the timeframe specified by the Contract Manager or designee. A follow-up monitoring visit will be scheduled by the Contract Manager or designee at which time full contractual compliance must be met. Failure to correct deficiencies as outlined in the monitoring report may result in a determination of breach of contract and termination of services.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced visits to any program site under this project.

X. PROGRAM ADMINISTRATION

A. Programmatic Reporting

Programmatic reporting requirements are outlined in the Contract.

B. Records and Documentation

The Provider shall maintain the following records and documentation on-site and available for review by the Contract Manager or designee:

1. A clinical case file for each offender, maintained in accordance with the requirements of Rule 65D-30, F.A.C. and all updates and revisions;
2. The Community Supervision Program Referral form (DC5-404) with all required sections completed;
3. All permits and licenses required by county, state, and federal law required to operate the program and/or facility;
4. Program curricula;
5. Program grievance log;
6. Incidents reports;
7. Approvals for all program leave;
8. Alcohol/Drug Screening and Testing logs and results of all alcohol drug tests;
7. All DCF licensure review reports and other such reports from accrediting agencies (i.e., CARF, JCAHO);
8. Copies of all Program Invoice and Monthly Performance Reports; and
9. Subsistence Fee Receipts.

Provider personnel records that are not maintained on-site at the program shall be made available to the Department for review, upon request of the Contract Manager or designee.

C. Policies and Procedures

Each program shall develop its own Operations Manual and Policy and Procedure Manual containing operational procedures and policies that will supplement the Residential Treatment Program Guide and define specific protocols for operation of the individual program. All policies and procedures developed and implemented by the Provider must comply with all Department of Corrections policies and procedures applicable to the program and supervision of offenders. The procedures shall also meet the requirements of Florida Administrative Code 65D-30.004, Common Licensure Standards (1) Operating Procedures, and any revisions/updates. Provider Manuals will be reviewed and updated as needed, but no less than once per year, and made available to the Department, program staff and program volunteers.

At minimum, the Provider shall develop and implement policies and procedures that address the following program areas:

1. All areas required by licensure in accordance with 65D-30 F.A.C. and any revisions/updates;
2. Timely dissemination of approved or revised policies and procedures to designated staff and, when appropriate, to offenders prior to implementation;
3. Monitoring of the program through internal audits and reviews conducted by the Program Director or designated staff;
4. Monthly staff meetings with key staff members;
5. Prohibiting any offender from being in a position of authority over other offenders, yet allowing for offender participation in the treatment structure of the Residential Treatment Program;
6. Conducting searches at the facility, as needed, to control contraband and locate missing or stolen property;
7. Prohibiting the use of personal abuse and corporal punishment and ensuring that offenders are not subject to unusual punishment, mental abuse, or punitive interference with daily functions of living, such as eating and sleeping;
8. Grievance and appeal process;
9. Use of graduated sanctions;

10. Recruitment, selection, training, authority and responsibilities of citizen volunteers;
11. Addressing program offender language and/or literacy problems to ensure their understanding of program requirements, rules, and regulations;
12. Medical protocol to include under what circumstances and the manner by which an offender will be referred for medical services on a twenty-four (24) hour basis.
13. Emergency, Pandemic and Infectious disease plans. This includes evacuation plans and isolation plans.

D. Offender Handbook

Each Provider shall develop an Offender Handbook that describes the program, describes the activities in which the offender will participate, and assists the offender in understanding his/her role in the program and behavioral expectations. The provider shall submit the Offender Handbook to the Contract Manager or designee for review and approval and any future revisions.

Each offender should be issued a handbook during the required program orientation.

E. Subsistence

Providers may begin charging the Department's approved subsistence rate to offenders in the Employment Re-Entry Component who are employed full-time in the community when they begin employment, not retroactive to the date of program entry. The Provider shall provide a receipt to the offender for each monetary payment made to the Provider.

Changes to the amount of the subsistence fee and terms of collection of the fee will be instituted by letter from the Contract Manager or designee to the Provider.

F. Citizen and Volunteer Involvement

The Provider shall have a policy and procedure for citizen/volunteer involvement which includes a system for a selection, term of service and definition of tasks, responsibility and authority. This policy and procedure shall prohibit the use of volunteers in the nonsecure or secure programs who are under the current supervision of the Department of Corrections.

The Provider shall screen, approve, and provide orientation to the program volunteers. Volunteers in the programs shall agree in writing to abide by facility policies and staff conduct requirements.

The treatment Provider shall ensure a staff member is designated to serve as supervisor of volunteer services. Definitions of responsibilities and authority of the supervisor of volunteer services shall be in writing. The supervisor of volunteer services shall maintain records and reports pertinent to services rendered by volunteers. The treatment Provider shall include in their written policy and procedure guidelines under which the services of a volunteer or volunteer organization shall be curtailed, postponed or discontinued for cause.

G. Incident Reports

The Provider shall immediately, or as soon as possible thereafter, report all incidents, to the Contract Manager or designee. The Provider shall follow up with submission of a signed and dated Incident Report (DC3-225) to the Department within 24 hours. A copy of the report shall be placed in the offender's case file.

Reportable incidents include, but are not limited to:

1. Incidents involving any use of force or restraint by a staff member upon a Department of Corrections offender;
2. Physical or verbal threats and assaults regarding offenders upon each other or facility staff;
3. Destruction of property;
4. Program participants use of drugs, including alcohol;
5. Staff misconduct;
6. Inappropriate sexual behavior by offenders,
7. Offender medical emergencies; and
8. Emergency Medical Services personnel or law enforcement response to incidents at the facility.

Written policy and procedure restricts the use of physical force to instances of justifiable self protection, protection of others, and prevention of property damage, and only to the degree necessary and in accordance with the appropriate statutory authority.