Date: TBD

Solicitation Title: Juvenile Diversion Alternative Program (JDAP) in Circuits 1, 2, 3, 4, 7, 14, 15, and 19

Subject:

The Department of Juvenile Justice (Department or DJJ), Office of Probation and Community Intervention, is issuing this Request for Proposals (RFP) to interested parties for the purpose of obtaining a qualified organization to design, implement, and operate a Juvenile Diversion Alternative Program (JDAP) as specified in the Attachment I, Services To Be Sought, to serve male and female youth, seventeen (17) years of age and under, who have been referred to the Department for behavior which, if committed by an adult, would be a criminal act. Services shall be provided to youth who reside in circuits 1, 2, 3, 4, 7, 14, 15, and 19, specifically Bay, Calhoun, Clay, Columbia, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gulf, Hamilton, Holmes, Indian River, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Martin, Nassau, Okaloosa, Okeechobee, Palm Beach, Putnam, St. Johns, St. Lucie, Santa Rosa, Suwannee, Taylor, Volusia, Wakulla, Walton, and Washington counties.

In addition, at JDAP locations, Civil Citation Services shall be provided to youth as set forth in the Attachment II, and shall be provided to male and female youth twelve (12) years of age and under, as well as youth who have high needs (e.g. a victim of human trafficking, crossover youth being served by multiple entities, history of trauma, intellectually or emotionally challenged) who are issued a Civil Citation from Law Enforcement, or referred by the State Attorney's Office, or by existing Civil Citation programs.

A single response to this RFP shall be submitted, regardless of proposed service areas.

The RFP package consists of this Transmittal Letter with the following attachments and exhibits (some of which are not included but are available electronically as noted):

PUR 1000[1] General Contract Conditions - Incorporated by Reference¹
PUR 1001[1] General Instructions to Respondents - Incorporated by Reference¹

Attachment A General Instructions to Respondents - Special Conditions

Attachment B General Instructions for the Preparation and Submission of Proposals

Attachment C Certification of Experience

Attachment D Evaluation Criteria
Attachment E Client Contact List

Attachment F Florida Certified Minority Business Enterprise (CMBE) Subcontracting Utilization

Plan²

Attachment G Sample Contract²

Attachment H Budget for Probation Services - September 2019

Attachment I Reserved
Attachment J Price Sheet

Attachment K Drug-Free Workplace Certification²

Attachment L Facility / Site Requirements Certification (for Respondent Proposed Owned /

Leased Facility)

Attachment M Notice of Intent to Attend Solicitation Conference Call form³

Attachment N Notice of Intent to Submit a Proposal/Bid³

Attachment O Cross Reference Table

Attachment P Evaluation Questions/Considerations

Attachment Q Reserved

Attachment R Tie Breaking Certifications³

Attachment S Proposal Verification Form³ (NEW)

Attachment I Services To Be Sought
Attachment II Civil Citation Services

Exhibit 1 Invoice⁴

Exhibit 2 Youth Census Report⁴

Exhibit 3 Florida Minority Business Enterprise (MBE) Utilization Report⁴

¹Available at:

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

- ²Available at: http://www.djj.state.fl.us/providers/contracts/index.html
- ³ Document uploaded as a separate document for the RFP and posted on the Vendor Bid System.
- ⁴Available at: http://www.djj.state.fl.us/partners/forms-library/contracts

Respondents shall comply fully with the instructions on how to respond to the RFP. Respondents submitting hardcopy Proposals shall label them as "DJJ SOLICITATION NUMBER 10650" using the label form included in this RFP on the envelope(s) containing the Proposal. The purpose of labeling the envelope is to put the Department's mailroom on notice that the package is a Proposal in response to a DJJ solicitation and should not be opened except by the Department's Procurement & Contract Administration Bureau at the specified date and time.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager, or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a Proposal. All communications from Respondents shall be in writing (by e-mail, facsimile or mail), cite the subject solicitation number, and be directed to the attention of the Procurement Manager below.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal/proposal documents or the attendance at any related meeting or Proposal opening. If accommodations are needed because of a disability, please contact the Bureau of Procurement and Contract Administration at (850) 413-0708 at least five business days prior to the meeting.

In addition to other criteria set forth in this solicitation document, any Respondent, and any and all subsidiaries of the Respondent, who have had a contract terminated by the Department for cause is subject to the following provisions below:

- 1) The twelve (12) month period shall begin with the effective date of termination for cause, as delineated in the termination letter from the Department.
- 2) If terminated for cause in the last twelve (12) month period preceding the date Proposals Due and Opened for this solicitation, the Respondent shall be ruled disqualified, and therefore ineligible to submit a bid, proposal, or response to the solicitation.
- 3) If terminated for cause in the last twelve (12) month period preceding the Anticipated Date of Contract Award resulting from this solicitation, the Respondent shall be ruled disqualified, and therefore ineligible to receive a contract award.
- 4) The above applies regardless of the business structure (for profit/not for profit) or the dates the corporations were created.

The "One Florida Initiative" was developed in an effort to increase diversity and opportunities in state contracting without using discriminatory policies. If a Respondent(s) is awarded a contract resulting from this solicitation, answers to the following questions are due to the Department prior to contract execution:

- 1) Does your organization have a Small Business Administration 8(a) certification? Yes (Y) / No (N) If Y, then proceed no further with these questions.
- Is your organization a non-profit? Y/N
 If Y, then proceed no further with these questions.
- 3) Does your organization have more than 200 permanent full-time employees (including the permanent full-time staff of any affiliates)? Y/N

- If Y, then proceed no further with these questions.
- 4) Does your organization have a net worth of \$5 million or more (including the value of any affiliates)? Y/N

Sincerely,

Kim Daugherty, Procurement Manager Bureau of Procurement and Contract Administration Florida Department of Juvenile Justice The Knight Building, Suite 1100 2737 Centerview Drive Tallahassee, Florida 32399-3100 Telephone: (850) 717-2619

Fax: (850) 414-1625

E-Mail Address: kim.daugherty@djj.state.fl.us

ATTACHMENT A GENERAL INSTRUCTIONS TO RESPONDENTS – SPECIAL CONDITIONS

CONTENTS

- 1. Definitions
- 2. General Instructions
- 3. Submission of Proposals
- 4. Terms and Conditions
- 5. Questions
- 6. Conflict of Interest
- 7. Convicted Vendors
- 8. Discriminatory Vendors
- 9. Scrutinized Companies List
- 10. Respondent's Representation and Authorization
- 11. Performance Qualifications
- 12. Public Opening
- 13. Methodology for Agency Decision
- 14. Electronic Posting of Notice of Agency Decision
- 15. Firm Response
- 16. Clarifications/Revisions
- 17. Minor Irregularities/Right to Reject
- 18. Contract Formation
- 19. Contract Overlap
- 20. Public Records
- 21. Confidential, Proprietary, or Trade Secret Material
- 22. Protests
- 23. Captions and Numbering
- 24. Contact During Solicitation
- 25. Special Conditions
- 26. Cooperation with Inspector General

1. **DEFINITIONS**

The definitions found in Rule 60A-1.001, Florida Administrative Code (F.A.C.), shall apply to this agreement. The following additional terms are also defined:

- (a) "Department" means the Department of Juvenile Justice that has released the solicitation:
- (b) "Procurement Manager" means the Department's contracting personnel, as identified in the procurement;
- (c) "Prospective Provider" or "Provider" means the business organization or entity providing the services and commodities specified in the response to this Request for Proposals ("RFP"):
- (d) "Respondent" means the entity that submits materials to the Department in accordance with these Instructions; and
- (e) "Proposal" means the material submitted by the Respondent in answering the solicitation.

2. GENERAL INSTRUCTIONS

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.

3. SUBMISSION OF PROPOSALS

Proposals are required to be submitted according to the instructions in Attachment B of the solicitation.

4. TERMS AND CONDITIONS

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

- (a) Technical Specifications;
- (b) Special Conditions:
- (c) Instructions to Respondents (Attachment A);
- (d) Instructions to Respondents (PUR 1001[1]);
- (e) General Conditions (PUR 1000[1]); and

(f) Introductory Materials.

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

5. QUESTIONS

Respondents shall address all questions to the Procurement Manager. Questions must be submitted according to the instructions in Attachment B of the solicitation.

6. CONFLICT OF INTEREST

This solicitation is subject to chapter 112, F.S. Respondents shall disclose within their proposal the name of any manager, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any state employee who owns, directly or indirectly, an interest of 5% or more in the Respondent or its affiliates.

7. CONVICTED VENDORS

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- (a) submitting a bid on a contract to provide any goods or services to a public entity;
- (b) submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submitting bids on leases of real property to public entity;
- (d) being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- (e) transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017, F.S.

8. DISCRIMINATORY VENDORS

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not:

- (a) submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity;
- (b) submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit bids, proposals, or replies on leases or real property to a public entity;
- (d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and
- (e) transact business with any public entity.

9. SCRUTINIZED COMPANIES LIST

In submitting a bid or proposal, the Respondent certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel; or on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; or engaged in business operations in Cuba or Syria; or engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela pursuant to subsection 215.472(3), F.S. The Department may, at its option, terminate the resulting Contract if the Provider is found to have submitted a false certification as provided under subsection 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela.

10. RESPONDENT'S REPRESENTATION AND AUTHORIZATION

In submitting a proposal, each Respondent understands, represents, and acknowledges the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its proposal a written explanation of why it cannot do so):

- (a) The Respondent is not currently under suspension or debarment by the State or any other governmental authority;
- (b) To the best of the knowledge of the person signing the proposal, the Respondent, its affiliates, subsidiaries, directors, managers, and employees have not in the last ten years been convicted or found liable for any act prohibited by law in any public contract;
- (c) The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under this and/or any other contract;
- (d) The submission is made 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 noncompetitive proposal;
- (e) The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximated, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening;
- (f) The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in paragraph 287.133(1)(a), F.S.), and all directors, managers and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract. This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company;
- (g) Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, manager, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged with: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal or state or local government transaction or public contract; violation of antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - 2) Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- (h) The product offered by the Respondent will conform to the specifications without exception;
- (i) The Respondent has read and understands the Contract terms and conditions (Attachment G), and the submission is made in conformance with those terms and conditions:
- (j) If an award is made to the Respondent, the Respondent agrees to be legally bound to the Contract that is formed with the State:
- (k) The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the proposal;
- (I) The Respondent shall indemnify, defend and hold harmless the Department and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the Respondent's preparation of its bid; and
- (m) All information provided by and representations made by the Respondents are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

11. PERFORMANCE QUALIFICATIONS

The Department reserves the right to investigate or inspect at any time whether the services, qualifications, or facilities offered by a Respondent meet the anticipated Contract requirements. The Respondent shall at all times during the resulting Contract term remain responsive and responsible. The Respondent must be prepared, if requested by the Department, to present

evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the delivery of services. If the Department determines that the conditions of the solicitation documents are not complied with, or that the services proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may reject the proposal. The Respondent may be disqualified from receiving awards if the Respondent, or anyone in the Respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the resulting Contract, but should the Department elect to do so, the Respondent is not relieved from fulfilling all resulting Contract requirements.

12. PUBLIC OPENING

Proposals shall be opened on or about the date and at the location indicated in Attachment B. Respondents may, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to subsection 119.07(6), F.S. Any person requiring a special accommodation because of a disability should contact the Procurement Manager at least five workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Department by using the Florida Relay Service at (800) 955-8771 (TDD).

13. METHODOLOGY FOR AGENCY DECISION

As per 287.057(1)(b)4., F.S., "the Contract shall be awarded by written notice to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the request for proposals."

The Department will use the following information to determine Contract award:

- (a) Technical Proposal Cumulative Score;
- (b) Reference checks are submitted, completed and correct per the instructions listed in the RFP Yes/No (Attachment E);
- (c) Relevant Experience and/or In Good Standing with Current/Recent DJJ Contract attachment is completed and verified Yes/No (Attachment C); and
- (d) Proposed Cost/Price (Attachment J).

14. ELECTRONIC POSTING OF NOTICE OF AGENCY DECISION

On or about the date indicated in Attachment B, the Department shall electronically post a notice of intended award at http://myflorida.com/apps/vbs/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award, the Department shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within seventy-two (72) hours after the electronic posting. The Department shall not provide tabulations or notices of award by telephone.

15. FIRM RESPONSE

The Department may make an award within 120 days after the date of the opening, during which period proposals shall remain firm and shall not be withdrawn. If an award is not made within 120 days, the proposal shall remain firm until either the Department awards the Contract, or the Department receives written notice from the Respondent that the proposal is withdrawn.

16. CLARIFICATIONS / REVISIONS

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Respondents deemed eligible for Contract award. Failure to provide the requested information may result in rejection of the proposal.

17. MINOR IRREGULARITIES / RIGHT TO REJECT

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any proposal not submitted in the manner specified by the solicitation documents.

18. CONTRACT FORMATION

The Department shall issue a notice of award, if any, to the successful Respondent(s) by posting on the Vendor Bid System, however, no Contract shall be formed between the Respondent and the Department until the Department signs the Contract. The Department shall not be liable for

any costs incurred by a Respondent in preparing or producing its proposal or for any work performed before the resulting Contract is effective.

19. CONTRACT OVERLAP

Respondents shall identify any services covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the resulting Contract, a Provider authorizes the Department to eliminate duplication between agreements in the manner the Department deems to be in its best interest.

20. PUBLIC RECORDS

Article 1, Section 24, Florida Constitution, guarantees every person access to public records. Florida law generously defines what constitutes a public record in section 119.07, F.S. As such, all proposals to a competitive solicitation are public records unless exempt by law.

21. 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 Respondent 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 Respondent must also simultaneously provide the Department with a separate redacted copy of its proposal 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 Respondent on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Respondent submits its proposal to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The Respondent shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Respondent fails to submit a Redacted Copy with its proposal, the Department is authorized to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.

22. PROTESTS

Any protest concerning this solicitation shall be made in accordance with subsections 120.57(3) and 287.042(2), F.S., and Rule 28-110, F.A.C. Questions to the Procurement Manager shall not constitute formal notice of a protest. It is the Department's intent to ensure that specifications are written to obtain the best value for the State and those specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

- (a) Paragraph 120.57(3)(b), F.S., and Rule 28-110.003, F.A.C., require that a Notice of Protest of the solicitation documents shall be made within seventy-two (72) hours after the posting of the solicitation.
- (b) Paragraph 120.57(3)(a), F.S., requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), F.S., 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, F.S."
- (c) Rule 28-110.005, F.A.C. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), F. S., 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, F. S."

23. CAPTIONS AND NUMBERING

The captions, section numbers, article numbers, title and headings appearing in this solicitation are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this solicitation, nor in any way affect this solicitation and shall not be construed to create a conflict with the provisions of this solicitation.

24. CONTACT DURING SOLICITATION

Pursuant to subsection 287.057(23), F.S.: "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (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."

25. SPECIAL CONDITIONS

Pursuant to Rule 60A-1.002(7), F.A.C., an agency may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over Form PUR 1000 and PUR 1001 unless the conflicting term is statutorily required, in which case the term contained in the form shall take precedence.

26. COOPERATION WITH INSPECTOR GENERAL

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. By submitting a proposal to this solicitation, the Respondent acknowledges its understanding and willingness to comply with this requirement.

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ATTACHMENT B GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

I. **SOLICITATION NUMBER** RFP #10650

II. SOLICITATION TYPE

Request for Proposal: The Department of Juvenile Justice (Department or DJJ), Office of Probation and Community Intervention, is issuing this Request for Proposals (RFP) to interested parties for the purpose of obtaining a qualified organization to design, implement, and operate a Juvenile Diversion Alternative Program (JDAP) as specified in the Attachment I, Services To Be Sought, to serve male and female youth, seventeen (17) years of age and under, who have been referred to the Department for behavior which, if committed by an adult, would be a criminal act. Services shall be provided to youth who reside in circuits 1, 2, 3, 4, 7, 14, 15, and 19, specifically Bay, Calhoun, Clay, Columbia, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gulf, Hamilton, Holmes, Indian River, Jackson, Jefferson, Lafavette, Leon, Liberty, Madison, Martin, Nassau, Okaloosa, Okeechobee, Palm Beach, Putnam, St. Johns, St. Lucie, Santa Rosa, Suwannee, Taylor, Volusia, Wakulla, Walton, and Washington counties.

In addition, at JDAP locations, Civil Citation Services shall be provided to youth as set forth in the Attachment II, and shall be provided to male and female youth twelve (12) years of age and under, as well as youth who have high needs (e.g. a victim of human trafficking, crossover youth being served by multiple entities, history of trauma, intellectually or emotionally challenged) who are issued a Civil Citation from Law Enforcement, or referred by the State Attorney's Office, or by existing Civil Citation programs.

III. PROCUREMENT OFFICE

Kim Daugherty, Procurement Manager Bureau of Procurement and Contract Administration Florida Department of Juvenile Justice The Knight Building, Suite 1100 2737 Centerview Drive Tallahassee, Florida 32399-3100 Telephone: (850) 717-2619

E-Mail Address: kim.daugherty@djj.state.fl.us

IV. GENERAL INFORMATION

A. Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. All references to "days" in this document refer to calendar days unless otherwise specified. If the Department finds it necessary to change any of these dates and/or times, the change will be accomplished via an informational notice or addendum, and will be posted on the "MyFlorida" website http://www.myflorida.com/apps/vbs/vbs_www.main_menu. All listed times are local time in Tallahassee, Florida (Eastern Daylight/Standard Time).

DATE	TIME	ACTION	WHERE
12/5/2019	C.O.B.	Release of solicitation	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_menu
12/13/2019	C.O.B	Solicitation Conference Question Deadline –	Send to kim.daugherty@djj.state.fl.us

Fax: (850) 414-1625

DATE	TIME	ACTION	WHERE
		Last date and time written questions will be accepted for discussion at Solicitation Conference	
12/20/2019	C.O.B.	Deadline for Submission of Intent to Attend Solicitation Conference Form (Attachment M)	Send to kim.daugherty@djj.state.fl.us
12/26/2019	10:00 AM EST/ 9:00 AM CST	Solicitation Conference/Conference Call (This is a Public Meeting to be held only upon public interest)	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-585-9008 and enter code 840-266-860 when directed. The Agenda can be found on MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_menu under the solicitation #.
12/30/2019	C.O.B.	Deadline for Written Questions	Send to kim.daugherty@djj.state.fl.us
1/9/2020	C.O.B.	Anticipated date that answers to written questions will be posted on the web site	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_menu
1/13/2020	C.O.B.	Deadline for Submission of Intent to Submit a Proposal / Bid (Attachment N)	Send to kim.daugherty@djj.state.fl.us
1/24/2020	10:00 AM EST/ 9:00 AM CST	Proposals Due And Opened	Attention: Kim Daugherty Department of Juvenile Justice Bureau of Procurement and Contract Administration 2737 Centerview Drive, Suite 1100 Tallahassee, FL 32399-3100
2/4/2020	9:00 AM EST/ 8:00 AM CST	Evaluation Team Briefing Conference Call (This meeting is open for public attendance)	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-585-9008 and enter code 840-266-860 A recording of the Conference Call will be available at: http://www.djj.state.fl.us/partners/contracting/conference-calls within 48 hours of the Briefing being concluded excluding weekends and holidays.

DATE	TIME	ACTION	WHERE
2/18/2020	10:00 AM EST/ 9:00 AM CST	Evaluation Team Debriefing Conference Call (This meeting is open for public attendance)	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-585-9008 and enter code 840-266-860 A recording of the Conference Call will be available at: http://www.djj.state.fl.us/partners/contracting/conference- calls within 48 hours of the Debriefing being concluded excluding weekends and holidays.
3/23/2020	C.O.B.	Anticipated Date of Contract Award (also referred to as the Notice of Intended Award)	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_menu
5/15/2020		Anticipated Contract start date	

B. Time, Date and Place Proposals are Due

Proposals must be received **NO LATER** than the date and time specified in the Calendar of Events (Attachment B, Section IV., A.), and submitted to the Department at the address identified in Section III., above.

Caution: A proposal received at the designated office after the exact time specified will not be considered, as specified by Attachment B.

- C. Respondent Owned/Leased Facility Site Visit Inspection: The Respondent must complete the Facility / Site Requirements Certification (for Respondent Proposed Owned / Leased Facility) (Attachment L). Site Visit Inspections for Respondent Owned/Leased Facilities will be held by the Department as per Attachment L.
- D. The Department reserves the right to modify non-material terms of the RFP prior to execution of the Contract resulting from this RFP, when such modification is determined to be in the best interest of the State of Florida.

E. Solicitation Conference Call

The Department may conduct a Solicitation Conference Call on the date and at the time specified in the Calendar of Events. The purpose of the Solicitation Conference Call is to discuss the contents of the solicitation, answer the Respondents' questions and clarify areas of misunderstanding or ambiguity. If no interest in the Solicitation Conference Call is indicated by Respondents (Attachment M), the Department has the option of cancelling the conference by placing a notice of cancellation of the conference on the Vendor Bid System website at http://www.myflorida.com/apps/vbs/vbs_www.main_menu under the solicitation number. If the Solicitation Conference Call is cancelled, questions and answers will be posted in the form of an addendum on or before the date specified in the Calendar of Events. Respondents interested in the Solicitation Conference Call shall take note of the following:

- 1. <u>Notice of "Intent to Attend Solicitation Conference Call"</u>: Respondents interested in participating in the Solicitation Conference Call are encouraged to submit a Notice of Intent to Attend Solicitation Conference Call (Attachment M to this RFP) by the date and time specified in the Calendar of Events to the Procurement Manager by fax or e-mail. This is not a mandatory requirement.
- 2. Questions for Solicitation Conference Call: Questions for verbal discussion at the Solicitation Conference Call shall be submitted in writing and sent to the Procurement Manager at: kim.daugherty@djj.state.fl.us, or by mail or facsimile, and shall be received by the date specified for Solicitation Conference Call. Questions in the Calendar of Events (Attachment B, Section IV., A.). The intent

- of this deadline is to provide the Department sufficient time to prepare answers for discussion at the conference call.
- 3. <u>Agenda</u>: An Agenda with questions submitted to date by Respondents will be posted on the Vendor Bid System website at http://www.myflorida.com/apps/vbs/vbs_www.main_menu under the solicitation number no less than forty-eight (48) hours (two business days) prior to the meeting time.
- 4. <u>Solicitation Conference Call</u>: At the scheduled time of the conference call, Respondents shall contact the Bureau of Procurement and Contract Administration at the number listed in the Calendar of Events.
- 5. <u>Final Questions/Inquiries</u>: Final questions after the Solicitation Conference Call, or any other inquiries regarding the solicitation, shall be submitted in writing and sent to the Procurement Manager at kim.daugherty@djj.state.fl.us, or by mail or facsimile, and shall be received by the date specified for Deadline for Written Questions in the Calendar of Events (Attachment B, Section IV., A.). The Department will not accept questions for this solicitation after close of business on the date specified in the Calendar of Events. The Respondent is responsible for ensuring that the Procurement Manager receives the inquiry.
- 6. Non-Binding Communication: The Department will accept verbal questions during the Solicitation Conference Call and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted, and spontaneous answers provided; however, the Department will issue written answers ONLY to questions subsequently submitted in writing as indicated in Attachment B, Section VII. Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any Respondent. Questions shall be submitted in writing in accordance with the Deadline for Written Questions in the Calendar of Events.
- 7. <u>Department's Official Answer to Questions:</u> The Department's official response to all written questions will be posted at http://www.myflorida.com/apps/vbs/vbs_www.main_menu as an addendum to this solicitation on or about the date specified in the Calendar of Events.

F. Evaluator Briefing Session

The Department will hold an Evaluator Briefing Session at the date and time specified in the Calendar of Events. The purpose of the Evaluator Briefing Session is to ensure that evaluators fully understand the solicitation requirements and the evaluation and scoring process. This meeting is open for public attendance. A recording of the call will be available on the Department's website (http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html) within forty-eight (48) hours of the date listed on the Calendar of Events excluding weekends and holidays.

G. Evaluator Debriefing Session

The Department will hold an Evaluator Debriefing Session at the date and time specified in the Calendar of Events. The purpose of the Debriefing Session is to allow Evaluators an opportunity to state the page number(s) in the proposals where information relied on for assessing a score was found, record the scores assessed for the proposals and provide a concise summary of comments for each category/consideration. A recording of the call will be available on the Department's website at (http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html) within forty-eight (48) hours of the date listed on the Calendar of Events excluding weekends and holidays.

H. On or about the date specified in the Calendar of Events (Attachment B, Section IV., A.), the Department's Notice of Agency Decision will be posted on the Vendor Bid System website at http://www.myflorida.com/apps/vbs/vbs_www.main_menu. Click on "Search Advertisements," and use the drop-down list under Advertisement Type and select Agency Decision, then under Agency, select the Department of Juvenile Justice. Click "Initiate Search," select the RFP and double click on the RFP number. Call the Department's Procurement Manager at the telephone number listed in Attachment B, Section III., with any questions regarding accessing the website.

I. At every meeting subject to the Sunshine Law which relates to this procurement, the public shall be given reasonable opportunity to be heard.

V. MANDATORY REQUIREMENT

The following requirement must be met by the Respondent to be considered responsive to this RFP. Although there are other criteria set forth in this RFP, this is the only requirement deemed by the Department to be mandatory. Failure to meet this requirement may result in a proposal not being evaluated and rejected as non-responsive.

A. It is **MANDATORY** that the Respondent submit its proposal within the time frame specified in the Calendar of Events (Attachment B, Section IV., A.).

VI. SOLICITATION INFORMATION

- A. The term "Provider" refers to:
 - 1. "Provider" is defined to also include: any and all subsidiaries of the prospective Provider where the prospective Provider owns 80% or more of the common stock of the subsidiary; the parent corporation of the prospective Provider where the parent owns 80% or more of the common stock of the prospective Provider; and any and all subsidiaries of the parent corporation of the prospective Provider where the parent owns 80% of the common stock of the prospective Provider and the parent's subsidiaries.
 - 2. For all other purposes, the definition shall be as specified in Attachment A., 1.
- B. For the purposes of the Dun & Bradstreet SQR (if applicable): the proposing entity ("Provider") named in the Transmittal Letter and the DUNS number listed there must match the company name and DUNS number listed on the D & B SQR.
- C. Respondents shall submit proposals in one of the following formats:
 - 1. Electronic Upload of the Proposal(s):
 - a. The Department prefers Respondents upload complete electronic proposals via the DJJ Bid Library, a private and secure online portal for solicitation documents, in SharePoint:
 - b. Respondents shall register for a DJJ Bid Library account by contacting the Procurement Manager for this RFP: Kim Daugherty via E-mail at: kim.daugherty@djj.state.fl.us, or Phone: 850-717- 2619;
 - c. Respondents are required to register their email address for access to the DJJ Bid Library using a Microsoft account;
 - If the Respondent's organization already uses a Microsoft account, that email address should be utilized in the registration request.
 - 2) If the Respondent's organization does not use a Microsoft account, a free account can be created through Microsoft at https://www.office.com. This step must be completed first, prior to submitting the DJJ Bid Library registration request. The email address used to create the Microsoft account should be utilized in the registration request to the Procurement Manager.
 - 3) Access to the DJJ Bid Library is granted by each user's specific Microsoft account. The Respondent's organization may elect to register a single or general Microsoft account for all submissions. This allows multiple users, with the Microsoft account log-in information, to view each other's uploads to the DJJ Bid Library. It also allows other users to edit and delete each other's uploads. This is the method recommended by the Department.
 - 4) If the Respondent's organization elects to register multiple users with individual Microsoft accounts, each user **will not** be able to view, edit, or delete each other's submissions. If two users with individual accounts upload the same document, the Department will use the most current version of the document (by the established deadline for proposals), even if there are multiple uploaded versions of the same document.

- 5) Once registered, the access link to the DJJ Bid Library will be emailed (sent from no-reply@sharepointonline.com. Check Spam, Clutter, or Junk folder).
- d. Electronic proposals shall be uploaded to the DJJ Bid Library no later than the deadline specified in the calendar of events for this RFP. Any and all documents uploaded, edited, or modified in any way after this deadline will be deemed non-responsive;
- e. The complete proposal which contains Volumes 1 and 2 shall be saved in Microsoft Word and/or Excel. The signed transmittal letter (Volume 1, Tab 1), Attachment C (Volume 1, Tab 2), and Attachment J (Volume 2, Tab 1) are the only documents which can be saved in a PDF format. The Attachment H Budget for Probation Services September 2019 (Volume 2, Tab 2) must be submitted in Excel, at a minimum; and
- f. In the event the Provider needs technical assistance, the Bid Library Technical Assistant is Leanna Brown, and can be reached via Email at: Leanna.Brown@dij.state.fl.us or Phone: (850) 717-2601.

OR

- 2. Hardcopy with CD-ROM of the Proposal(s):
 - An original (which shall be identified as "Original" on the cover, and shall bear an original signature(s) on the Respondent's Transmittal Letter) and six copies of the Respondent's Volume 1 proposal;
 - b. An original (which shall also be identified as "Original" on the cover and shall bear an original signature(s) on Attachment J Price Sheet) and six copies of the Respondent's Volume 2 proposal;
 - c. A CD-ROM that contains the complete proposal (Volumes 1 and 2) saved in Microsoft Word, Excel, and/or PowerPoint. It is the intention of the Department to use the CD-ROM for purposes of electronic storage of the submission, and therefore it must contain the complete proposal, with the exception of original signatures.
- 3. Additional instructions concerning proposal submission:
 - a. Use of legible reproductions of signed originals is authorized for all copies of the proposal unless specifically noted;
 - b. Email submissions are not permissible;
 - c. See instructions for proposal preparation in Attachment B, Section XX., and submittal information in Attachment B, Section III.; and
 - d. Evaluation and review of the proposal will be based solely on information and documents submitted in the copies of Volumes 1 and 2, unless otherwise indicated in the RFP.
- D. All dates in this solicitation, and other RFP requirements, are subject to change. Modifications of the schedule or changes to the RFP shall be provided through an Addendum or Informational Notice, and posted on the Vendor Bid System website at: http://www.myflorida.com/apps/vbs/vbs_www.main_menu. Prospective Respondents are responsible for checking the website for any changes.

VII. RESPONDENT'S QUESTIONS

INFORMATION WILL NOT BE AVAILABLE ORALLY. All inquiries shall be in writing and be sent to the Procurement Manager at kim.daugherty@djj.state.fl.us, or by mail or by facsimile (850-414-1625) and shall be received by the date specified in the Calendar of Events (Attachment B, Section IV., A.). The Respondent is responsible for ensuring that the Procurement Manager received the inquiry. The Department will not take any further questions on this RFP after close of business that day. The Department's responses to questions will be posted at http://www.myflorida.com/apps/vbs/vbs_www.main_menu as an Addendum to this RFP on or about the date specified in the Calendar of Events (Attachment B, Section IV., A.). Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any Respondent. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the

seventy-two (72) hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays, any employee or manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a proposal.

VIII. NUMBER OF AWARDS

The Department anticipates awarding one contract as a result of this RFP. The award shall be made to a responsive and responsible Respondent.

IX. FAILURE TO EXECUTE CONTRACT

In the event no protest is filed within the prescribed timeframe, the Department will commence preparation of the Contract with the intended Respondents. If, for any reason, the intended Respondent fails to execute a contract within fifteen (15) consecutive calendar days after a Contract has been presented to it for signature, or if the Department determines that the Respondent is ineligible to participate due to its being convicted of a Public Entity Crime, debarred, suspended or otherwise prohibited from receiving federal or state funds, the Department may (1) attempt to contract with the next ranked Respondent without posting of an additional Notice of Intended Award or Addendum; (2) reject all proposals and re-advertise the RFP; or (3) reject all proposals. If the Department and the next ranked Respondent fail to execute a contract, the Department may (1) attempt to contract with the next ranked Respondent sequentially until a Respondent willing to execute a Contract is found without posting of an additional Notice of Intended Award or Addendum; (2) reject all proposals and re-advertise the RFP; or (3) reject all proposals.

X. VENDOR REGISTRATION

Prior to entering into a Contract with the Department, the selected Respondent(s) must be registered with the Florida Department of Management Services (DMS) Vendor Registration System. To access online registration, click on the DMS website at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfm p_vendors, and click on the Registration Requirements link. In order to register, you will need the following information:

- A. Company name:
- B. Tax ID type and number Social Security Number (SSN) or Federal Employer Identification Number (FEIN);
- C. Tax filing information, including the business name on the 1099 or other tax form (where applicable):
- D. Location information:
 - A business name for each company location (if different from the company name)
 - 2. A complete address for each location (including details for sending purchase orders, payments, and bills to each location)
 - 3. A contact person for each of the locations
- E. Commodity codes that describe the products and/or services the company provides:
- F. CMBE information, if applicable; and
- G. Complete the Substitute Form W-9 Process.

XI. CONTRACT PERIOD AND RENEWAL

The resulting Contract is expected to begin on **May 15, 2020** and shall end at **11:59 p.m.** on **May 14, 2025**. The Department may renew the resulting Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original contract, or three years, whichever is longer.

XII. TYPE OF CONTRACT CONTEMPLATED

A Fixed Price Contract is anticipated from this solicitation. A copy of a sample Contract containing all required terms and conditions is included as Attachment G.

XIII. DESIGNATION OF CONTRACT UNDER THE FLORIDA SINGLE AUDIT ACT

- A. All contracts with the Department are classified as either Recipient/Sub-Recipient, FSAA Exempt, or Vendor contracts. It is the Department's determination that this Contract is a Recipient/Sub-Recipient.
- B. Statutory and rule requirements for the Provider for these types of contracts are specified in Attachment G, Section VI. FINANCIAL AND TRANSACTIONS AUDIT REQUIREMENTS.

XIV. TOTAL MAXIMUM CONTRACT DOLLAR AMOUNT

Total Maximum Annual Contract Dollar Amount	\$1,866,309.45
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XV. FINANCIAL CONSEQUENCES

- A. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with the FDJJ Policy 2000 (Revised 01/31/19) for the following:
 - 1. Failure to submit an Outcome Based Corrective Action Plan (OBCAP) within thirty (30) calendar days of the finalized monitoring summary. This requires an acceptable OBCAP that clearly identified the root cause of the problem and outlines the process measures and outcomes that can be used to track the program's success at correcting the issues. This timeframe may exceed thirty (30) calendar days if agreed to and approved in advance by the Regional Director or designee. The number of deficiencies or the complexity of the OBCAP will determine this approval;
 - 2. Failure to implement the OBCAP for identified deficiencies within the specified time frame(s); or
 - 3. Further failure to make acceptable progress in correcting deficiencies as outlined in the OBCAP within specified timeframes.
- B. The Department's Contract Manager or Regional Program Monitor conducts verification within ten business days of date identified by the Respondent on the OBCAP in the Department's Program Monitoring and Management (PMM) system of when the deficiency would be corrected.
- C. The Department shall assess a financial consequence for noncompliance on the Respondent for each uncorrected deficiency identified in the OBCAP. After a failed second verification, the financial consequence(s) shall be assessed for each day the Provider has not complied retroactive to the date of the Department's second verification site visit and shall continue to be imposed daily until each identified deficiency is remedied to full compliance with the OBCAP. Financial consequences for noncompliance can only be made as long as the language and calculations for financial consequences is in the original contract or amendment(s).
- D. The Respondent expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
 - Total contracted available slots X available slot per diem X 5.0% = Financial Consequence. Imposition of consequences shall be per deficiency per day.
- E. Written notification to the Respondent, including the deficiency(ies), the conditions (including time frames) that must be in place to satisfy the deficiency(ies) or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice, will be drafted by the Department's Contract Manager. The Department's Contract Manager shall deduct the approved amount from the Respondent's next monthly invoice as specified in the written notification.
- F. If the Respondent has a grievance concerning the imposition of financial consequences for noncompliance, the Respondent shall follow the dispute process outlined in the resulting Contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).
- G. If the Respondent fails to address the Department's concerns after second verification and after the imposition of financial consequences, absent documentation of extenuating

circumstances, the Department may move to the cure process, demand corrective action, and advise the Respondent that failure to do so will result in suspension of services or contract termination.

XVI. OPTIONS

The Department reserves the right to exercise the option below in the event the Department's needs change:

Option for Changes in Contract Services

The Department has the option to modify the resulting Contract, including adding, reducing, or deleting services during the Contract term. The optioned services may not commence before execution of an amendment. Delivery of changed services shall be upon the terms, conditions, and rate agreed in the exercise of the options of the resulting Contract.

XVII. SUBCONTRACTING

The Respondent shall not subcontract, assign, or transfer any of the services sought under this RFP, without the prior written consent of the Department.

The Department supports diversity in its procurement program and requests that Respondents use all subcontracting opportunities afforded by this solicitation to embrace diversity. The award of subcontracts by Respondents should reflect the full diversity of the citizens of the State of Florida. The Office of Supplier Diversity (OSD) website http://osd.dms.state.fl.us/ includes a list of Certified Minority Business Enterprises (CMBEs) that could be offered utilization opportunities.

XVIII. FAITH-BASED NON-DISCRIMINATION CLAUSE

Pursuant to paragraph 985.601(3)(b), F.S., the Department intends that, whenever possible and reasonable, it will make every effort to consider qualified faith-based organizations on an equal basis with other private organizations when selecting Providers of services to juveniles.

XIX. ELABORATE PROPOSALS

It is not necessary to prepare proposals using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Proposals should be prepared in accordance with the instructions herein. The Department is not responsible for and, therefore, shall not reimburse any costs incurred in the preparation or submission of the proposal submitted in response to this RFP. The Department shall be liable for payment only as provided in a fully executed contract.

XX. GENERAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL

The instructions for this RFP have been designed to help ensure that all proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS MAY NOT BE REVIEWED OR EVALUATED. All proposals must detail the services that will be delivered, the expected results and the recommended performance measures and contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Transmittal Letter"), so that each evaluator can easily turn to "Tabbed" sections during the evaluation process. Failure to have all copies properly "tabbed" makes it much more difficult for the Department to evaluate the proposal. Failure of the Respondent to provide any of the information required in the hard copy or electronic submission of either Volume 1 (the Technical Proposal) and Volume 2 (the Financial Proposal) portions of the RFP proposal shall result in no points being awarded for that element of the evaluation/review.

Prior to submitting the proposal, the Respondent shall complete, sign, and submit the **Attachment R – "Proposal Verification Form" (NEW)** to assist and ensure that the proposal is in compliance with the instructions listed below. This form shall be placed in Volume 1, Tab 1 **before** the Transmittal Letter.

The proposal shall consist of the following parts:

A. Transmittal Letter – Volume 1, Tab 1

The proposal must contain a fully completed Transmittal Letter that meets the following criteria:

1. Submitted on the Respondent's letterhead;

- 2. Signed by an individual who has the authority to bind the Respondent;
- 3. Contain the Respondent's official name (the company name), address, telephone number, fax number, and email address;
- 4. Contain the name and title of the Respondent official who will sign any contract (this individual shall have the authority to bind the Respondent and shall be available to be contacted by telephone, email or attend meetings, as may be appropriate regarding the solicitation);
- 5. Contain the Respondent's Federal Employee Identification Number (including the State of Florida Vendor Sequence Number, if available). If not available, please make that statement, and the Department will collect the information prior to Contract award:
- 6. Contain the Respondent's DUNS Number, if applicable. If not applicable, please make that statement;
- 7. If the proposing entity is a "DBA" or "Doing Business As", the Respondent shall state the reason for it;
- 8. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that the (insert Respondent's name) agrees to all terms and conditions contained in the Request for Proposal for which this proposal is submitted":
- 9. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that (insert Respondent's name) has met all conditions and requirements of Attachment A, including that neither it nor its principals are presently debarred, suspended, or proposed for debarment, or have been declared ineligible or voluntarily excluded from participation in this Procurement/contract by any federal department or agency." If the Respondent is unable to certify any part of this statement, the Respondent shall include an explanation in the Transmittal Letter;
- 10. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that neither (insert Respondent's name) nor anyone acting on its behalf have contacted, between the release of the solicitation and the end of the seventy-two (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 Manager or as provided in the solicitation documents"; and
- 11. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that (insert Respondent's name) is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; has been engaged in business operations in Cuba or Syria; or engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela (pursuant to F.S. 215.472, 215.4725, 215.473, and 287.135)".
- B. <u>Cross Reference Table Volume 1, Tab 1</u>

In order to assist the Respondent in its development of a responsive proposal and to facilitate proposal evaluation by the Department, the Respondent shall provide a table that cross-references the contents of its proposal with the contents of the RFP. Please see Attachment O to this RFP for the cross-reference table. The Respondents shall insert the Attachment O in Volume 1, Tab 1, just after the Part A - Transmittal Letter. Remember to complete the Attachment O in its entirety.

- C. Certificate of Experience Volume 1, Tab 2
 - It is required that the Respondent sign and submit under Volume 1, Tab 2, the Attachment C, Certificate of Experience. The Respondent must demonstrate two years of experience within the last five years of implementing and operating programs for at-risk and/or delinquent youth.
- D. <u>Drug-Free Workplace Certification & Tie Breaking Certifications Volume 1, Tab 2</u>

The proposal may contain the Drug-Free Workplace Certification in accordance with section 287.087, F.S., (if desired by the Respondent) for preference in the event of a tie in the scoring of a competitive solicitation. This is not a mandatory requirement. The form is labeled as Attachment K. The Respondent may also submit the Attachment R (Tie Breaking Certifications), which is not mandatory.

E. <u>Client Contact List – Volume 1, Tab 2</u>

It is required that the Respondent submit an Attachment E with a minimum of three references. This list is required in order for the proposal to be complete.

- The Attachment E must be completed and submitted with at least three previous or current clients for whom the Respondent has provided non-residential diversion services to a juvenile justice population as specified in this RFP, and the dates of performance (Respondent must demonstrate two years of experience within the last five years).
- The Department reserves the right to contact any and all references in the course
 of this solicitation and make a fitness determination, not subject to review or
 challenge.
- 3. The Department shall not provide a reference. If the Respondent has only provided these same or similar services to the Department, the Respondent is to include an attestation statement from the individual with authority to bind the Respondent in place of the Attachment E.
- 4. No faxes will be accepted for the Attachment E. Only originals submitted with the proposal or copies submitted electronically through the Bid Library are acceptable.

F. Technical Proposal - Volume 1, Tab 3

The Technical Proposal (described below) shall be prepared in the format listed below utilizing 8.5" x 11" paper with one-inch margins top, bottom, and sides. Each Respondent shall limit the Technical Proposal's narrative to no more than sixty (60) consecutive pages. Pages submitted in excess of the specified limit for the Technical Proposal's narrative will be removed prior to evaluation and will not be evaluated. Any attachments, charts, photos, maps, diagrams, or other resource materials that support the information provided in the Technical Proposal shall be referenced within the Technical Proposal's narrative, included as exhibits or attachments to the Technical Proposal, and presented at the end of the Technical Proposal. Such exhibits or attachments shall not be counted in the sixty (60) page limitation established for the Technical Proposal.

The Technical Proposal package shall contain the following sections in the following sequence (PLEASE NOTE THAT IT IS INSUFFICIENT FOR PROPOSALS TO MERELY RECITE OR REITERATE THE SERVICES TO BE SOUGHT):

Category #1: Management Background, Experience, Structure

The Respondent shall describe the background and experience that demonstrates the ability of the organization to deliver the JDAP and provide the minimum services sought by the RFP. The Respondent shall provide a corporate organizational chart, identifying key corporate personnel/positions and their qualifications (resume or job description) that will have sufficient management and oversight of the proposed JDAP. The Respondent shall describe, through their internal quality improvement processes, its internal resources, strengths, and skills to demonstrate the ability to deliver the services offered.

Category #2: Management Competencies and Capabilities

The Respondent shall describe, in narrative form, their organization's competencies (knowledge, skills and abilities) that clearly support their proposed services for the program and the specific services required that support the goals of differing youth from the juvenile justice system.

Category #3: Programmatic Oversight, Quality Improvement

The Respondent shall describe the management design/structure that ensures provision of oversight and control of the program(s) proposed by the Respondent, by Regional area, to obtain optimum service delivery. The Respondent shall describe their internal

quality improvement process necessary to identify problems and improve service delivery, including frequency of monitoring reviews, etc., and the methods to be employed.

Category #4: Organizational Approach, Philosophy and Vision for JDAP Services The Respondent shall describe their organization's approach and philosophy, including mission statement, core values, and vision, to further the Department's goal for youth requiring JDAP services.

Category #5: Overall Program Delivery for JDAP Services

The Respondent shall describe their understanding and approach to tasks that will ensure compliance with the minimum service requirements set forth in the RFP, including all rules and regulations, specifically addressing all sections of Attachment I of the RFP. The Respondent shall describe their understanding of the needs of the target population, including criminogenic risk factors, status, specialized gender needs, and other components that contribute to delinquency, and the Respondent's approach to identifying and meeting the needs of the target population. The Respondent shall describe continuity of care from program admission to release for youth receiving JDAP services.

Category #6: Needs Assessment, Service Planning and Barriers for Youth

The Respondent shall describe the Community Assessment Tool (CAT) assessment process and individualized care/service planning (and any tools/instruments) to be used for youth referred to the JDAP. The Respondent shall describe perceived barriers to engaging youth in the JDAP services and how the program will move youth through program services resulting in successful completion.

Category #7: Case Management Services

The Respondent shall describe the program's methodology for providing case management services, including the process for arrangement, referrals and coordination of services and resources to assist the youth and families based on the youth's assessed needs. The Respondent shall describe the process for monitoring goals and objectives of the youth's Individual Service Plan (ISP) and how the youth's progress will be measured to reflect progress during program participation.

Category #8: Supervision/Contact Tasks

The Respondent shall describe the program's methodology for providing needed supervision and making contacts to program participants, which provides for advancement of the youth through the program to complete the program goals and sanctions for successful discharge. Include methods, frequency, and documentation.

Category #9: Referrals for Outside Services

The Respondent shall describe the program's methodology for making referrals for youth and family to outside sources for services not available through the JDAP, including mental health and/or substance abuse treatment, and other community services. The Respondent shall describe available community resources proposed, by Circuit, with which the Respondent has working relationships that will support the youth's progress and meet identified needs. Indicate the method of determining how outside referred services will be paid.

Category #10: Sanctions and Community Service/Restitution

The Respondent shall describe the methods and process used to ensure program youth are meeting their court ordered sanctions, performing community service as applicable, and paying any ordered restitution. Describe the JDAP's restitution process that works with the Circuit Court(s) procedures for the Circuits proposed.

Category #11: Staffing

The Respondent shall describe the number and type of proposed program staff that will operate and deliver JDAP services as specified in the RFP, including the youth to staff

ratios to be maintained for Case Managers. The Respondent's proposed staffing plan shall identify all program staff, as applicable, including Program Directors, Case Managers, Supervisors, and administrative workers that are part of the proposed JDAP. Describe the qualifications of all staff positions proposed, including job descriptions for each type of position. The Respondent shall describe their operational approach to the recruitment, training, supervision and retention of staff to provide services, and describe its back-up plan for ensuring staff absences and vacancies will be filled to ensure uninterrupted services for the proposed JDAP. The Respondent shall provide a staff training plan that outlines all Department-required Direct Services Staff training, Respondent employee training and modality/intervention required training that must occur to provide services as specified in the RFP. List each topic, how it will be delivered (either instructor-led by Respondent using the Department's online Learning Management System, or a Department Instructor-led training). Indicate how training documentation will be maintained and submitted to the Department's Staff Development & Training Office. A finalized plan shall be approved by the Contract Manager of the resulting Contract.

Category #12: Youth Case Files, Records and Documentation

The Respondent shall explain their program's process for developing a youth's case file upon admission and describe their understanding of the documentation requirements, to include timeframes.

Category #13: Data Collection and Reporting Services

The Respondent shall describe their organization's process for data collection and reporting in JJIS all referrals (both accepted and rejected), placements (admissions), and releases, with dates and reasons notated for each youth.

Category #14: Implementation Plan

The Respondent shall describe their understanding of the tasks involved, with dates and time frames necessary, for program service implementation as soon as possible, but no later than **May 15, 2020**, which specifically addresses key pre-operational points, including but not limited to the following:

- a. Finalizing site arrangements and ordering fixtures and furnishings for the JDAP facility / site in each of the identified Circuits to receive services under this RFP;
- b. Obtaining Local and State facility inspections prior to occupancy;
- c. Meal and snack preparation and delivery to youth, and where youth will eat;
- d. Advertising, hiring, and background screening of proposed staff; and,
- Training staff for direct care and other training, including training in any modalities to be delivered.

G. <u>Facility / Site Requirements Certification (for Respondent Proposed Owned / Leased Facility)</u> (Attachment L) – Volume 1, Tab 4

For Respondents proposing JDAP Services under this RFP, the Attachment L is required for each circuit where a JDAP is proposed to be delivered. Submission of this form and the supporting documentation is a requirement for the Respondent to be deemed responsive to this RFP. The Respondent shall certify, by initialing next to each requirement, that the proposed facility fully meets or will meet the requirements at the time of proposal submission or will fully meet these requirements prior to the start of contract services. The Department may or may not elect to conduct a site inspection on the date and time indicated in the RFP Calendar of Events. All facilities and property provided for services must meet the requirements stated in the Attachment L.

- H. Financial Proposal Volume 2
 - Price Sheet Volume 2, Tab 1
 - a. It is required that the Respondent shall provide a price for the services by returning a completed and signed copy of the Department's Attachment J Price Sheet. The price must include all services, material and labor necessary to complete the Services to be Sought as stated in the Attachment I of this RFP and the Respondent's proposal. This price shall be expressed as two decimal number prices.

- b. It is required that the Respondent shall submit a completed and signed Attachment J that proposes a maximum annual Contract dollar amount at or below the maximum annual Contract dollar amount stated in the RFP.
- c. The Price Sheet will be scored (see Attachment D).
- 2. Budget Volume 2, Tab 2
 - The Respondent must complete and submit the Attachment H (Budget for Probation Services - September 2019). The total budget amount must match the total proposed amount on the Attachment J – Price Sheet
- 3. CMBE Subcontracting Utilization Plan Volume 2, Tab 3

 The Respondent shall describe its plan and/or methods to encourage diversity and utilize minority businesses in the performance of the services described in this solicitation. The information provided in this section shall address the plan described in the CMBE Subcontracting Utilization Plan of the RFP. The Respondent shall also include documentation supporting the CMBE Subcontracting Utilization Plan, for each Florida CMBE listed that the Respondent intends to utilize in the program procured. Florida CMBEs must meet all CMBE eligibility criteria and be certified as a CMBE by the Office of Supplier Diversity (OSD) of the Florida Department of Management Services. The documentation shall be a one-page letter supplied by the CMBE on its letterhead stationery, stating the intent of the CMBE to participate in the program and clearly identifying the Department Solicitation Number. No points will be awarded for the CMBE Subcontracting Utilization Plan.
- I. Mailing Label

Respondents submitting hardcopy proposals in response to this solicitation shall either affix the label below (or a copy thereof) to the lower, left hand corner outside of all envelopes or containers containing their proposals or mark their proposal with the identifying information. This is to ensure that the Department's mailroom identifies the package(s) as a proposal and delivers it expeditiously. Respondents shall complete the information on the label prior to affixing the label.

DJJ SOLICITATION NUMBER 10650

DATE DUE: 1/24/2020 at 2:00 PM EST / 1:00 PM CST ENVELOPE/BOX #_____ OF ____ENVELOPE(S)/BOX(ES)

Florida Department of Juvenile Justice Bureau of Procurement and Contract Administration Attention: Kim Daugherty, Procurement Manager 2737 Centerview Drive, Suite 1100 Tallahassee, Florida 32399-3100

XXI. ADDITIONAL REQUIREMENTS FOR RESPONDENTS SELECTED FOR CONTRACT AWARD

Respondents selected for Contract award must submit the following information and/or documentation prior to Contract execution:

- A. Answers to One Florida Initiative Questions (page 2 of RFP);
- B. Prospective provider's State of Florida Vendor Sequence Number; and
- C. The name, title, address, telephone number, and e-mail address of the prospective provider's Contract Manager. Note: This is not the Departments' assigned Contract Manager.

ATTACHMENT C CERTIFICATION OF EXPERIENCE (TO BE COMPLETED BY THE RESPONDENT)

THIS FORM SHALL BE COMPLETED BY THE RESPONDENT AND SIGNED BY A PERSON LEGALLY AUTHORIZED TO MAKE BINDING STATEMENTS ON BEHALF OF THE RESPONDENT. THE COMPLETED AND SIGNED FORM SHALL BE SUBMITTED WITH THE PROPOSAL.

COMP	ANY NAME:						
DATE ESTABLISHED:							
PRIMARY BUSINESS:							
TOTAL	TOTAL NUMBER OF EMPLOYEES:						
NUMBER OF EMPLOYEES ENGAGED IN ACTIVITIES RELEVANT TO THIS RFP:							
NUMBE	NUMBER OF YEARS PROVIDING (PUBLIC AND OR PRIVATE):						
SERVIO OF PE	ENTITIES FOR WHOM THE COMPANY HAS PROVIDED NONRESIDENTIAL DIVERSION CES TO A JUVENILE JUSTICE POPULATION AS SPECIFIED IN THIS RFP, AND THE DATES RFORMANCE (RESPONDENT MUST DEMONSTRATE TWO YEARS EXPERIENCE WITHIN AST FIVE YEARS):						
IF SER	VICES PROVIDED TO THE DEPARTMENT:						
A.	THIS SECTION IS TO BE COMPLETED BY RESPONDENTS CURRENTLY PROVIDING SERVICES TO NONRESIDENTIAL DIVERSION SERVICES TO A JUVENILE JUSTICE POPULATION AS SPECIFIED IN THIS RFP FOR THE DEPARTMENT FOR AT LEAST THE LAST SIX CONSECUTIVE MONTHS:						
	CURRENT DEPARTMENT CONTRACT / RATE AGREEMENT NUMBER PROVIDING						
	SERVICES:						
	DATE SERVICES BEGAN FOR THE ABOVE CONTRACT/RATE AGREEMENT:						
B.	THIS SECTION IS TO BE COMPLETED BY RESPONDENTS WHO HAVE PROVIDED SERVICES TO NONRESIDENTIAL DIVERSION SERVICES TO A JUVENILE JUSTICE POPULATION AS SPECIFIED IN THIS RFP FOR THE DEPARTMENT WITHIN THE LAST TWO YEARS FROM THE DATE OF RFP ISSUANCE:						
	PREVIOUS DEPARTMENT CONTRACT / RATE AGREEMENT NUMBER THAT PROVIDED						
	SERVICES:						

DATE SERVICES BEGAN FOR THE	ABOVE CO	ONTRAC	T/RAT	E AGREEMENT:		_
I	CERTIFY	THAT	THE	RESPONDENT	KNOWN	AS
	HAS A	T LEAS	Т	YEARS EXPER	IENCE WIT	THIN
THE LAST FIVE YEARS RELEVANT TO	THE DESIG	SN, IMPI	LEMEN	TATION, AND C	PERATION	l OF
NON RESIDENTIAL DIVERSION SERVICES	S TO A JUV	ENILE J	IUSTIC	E POPULATION	AS SPECIF	FIED
IN THIS RFP.						
SIGNATURE:						
PRINTED NAME:						
TITLE:						
DATE:						

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ATTACHMENT D - EVALUATION CRITERIA

Proposal Section	Section Title	Maximum Possible Points per Section
A.	<u>Technical Proposal – Volume 1</u>	
	Management Background, Experience, Structure	95
	Management Competencies and Capabilities	50
	Programmatic Oversight, Quality Improvement	60
	4. Organizational Approach, Philosophy and Vision for JDAP Services	20
	5. Overall Program Delivery for JDAP Services	100
	6. Needs Assessment, Service Planning and Barriers for Youth	45
	7. Case Management Services	45
	8. Supervision/Contact Tasks	25
	Referrals for Outside Services	40
	10. Sanctions and Community Service Restitution	30
	11. Staffing	70
	12. Youth Case Files, Records and Documentation	20
	13. Data Collection and Reporting Services	20
	14. Implementation Plan	50
B.	Financial Proposal – Volume 2	
	Price Sheet (Attachment J)	400
	2. Budget (Attachment H)	0
	Total Maximum Overall Points	1070

Evaluation Criteria

This RFP contains requirements that are specified in Attachment B, Section V. Failure to meet these requirements may result in a proposal not being evaluated and rejected as non-responsive. Evaluation and review of the Respondent's proposal will be based solely on the Volumes 1 and 2, unless otherwise noted in this RFP.

I. The Department will use the following methods to score the relevant section of the Respondent's proposal.

A. <u>Technical Proposal</u>

1. The Technical Proposal's sections will be evaluated by a minimum of three Department employees serving as evaluators. They will independently score these sections based on the requirements of the RFP on a 0-5 scale. The assignment of points by each evaluator will be based upon the following description of each score:

Use the following rating scores to rate the evaluation question in Attachment P:		AWARD CRITERIA
RATING	SCORE	EVALUATION DESCRIPTION
Excellent	5	The proposal exceeds all technical specifications and requirements for the service component specified. The approach is innovative, comprehensive, and complete in every detail.
Very Good	4	The proposal meets all technical specifications and requirements for the component specified. The approach is comprehensive and complete in every detail. The proposal

Use the following rating scores to rate the evaluation question in Attachment P:		AWARD CRITERIA
RATING	SCORE	EVALUATION DESCRIPTION
		approach contains some innovative details for some of the components specified.
Adequate	3	The proposal meets all technical specifications and requirements for the component specified.
Poor	2	The proposal does not meet all technical specifications and requirements for the component specified, or it demonstrates minimum understanding of the requirements for the component specified.
Unsatisfactory	1	The proposal fails to demonstrate the Respondent's understanding of the requirements for the component specified or the ability to provide the service.
Not Addressed	0	The Respondent's proposal does not address the service component(s) specified, or the evaluator is not able to locate the information in the Respondent's proposal.

2. Evaluators will score proposals based on the information provided in response to the criteria outlined in Attachment P.

B. Financial Proposal - Evaluation Criteria

- 1. It is required that the Respondent shall provide a price for the services by returning a completed and signed copy of the Department's Attachment J Price Sheet. The price must include all services, material and labor necessary to complete the Services to be Sought in Attachment I as described in this RFP and the Respondent's proposal. The price sheet will be scored. Any proposal without a completed and signed Attachment J or with a proposed Total Annual Price exceeding the Maximum Allowed Price for Services shall be rejected.
- 2. The score for price will be based upon the lowest Total Annual Price submitted on Attachment J by all Respondent's. The total available points for price are 400 points. Therefore, the Respondent(s) who submits the <u>lowest</u> Total Annual Price shall receive 400 points. All others will receive points for pricing according to the following formula:

$$\frac{(N)}{X} \times 400 = Z$$

Where:

N = lowest verified Total Annual Price of all proposals submitted

X = the Respondent's proposed price

Z = price points awarded

- 3. Attachment J Price Sheets will be examined by the Department to determine if all calculations are accurate. Any Attachment J Price Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications or counter offers will be accepted. The Department reserves the right to reject any or all proposals.
- 4. All Attachment J Price Sheet calculations will be verified by no less than two Department personnel for accuracy. In the event that a mathematical error is made by the Department, the Available Slot Rate submitted by the Respondent in Attachment J Price Sheet will prevail.

ATTACHMENT E CLIENT CONTACT LIST

THE DEPARTMENT SHALL NOT PROVIDE A REFERENCE.

THIS FORM SHALL BE SUBMITTED WITH THE PROPOSAL UNDER VOLUME 1, TAB 2.

CLIENT 1:		
NAME OF CLIENT:		
TITLE OF CLIENT:		
FIRM OR BUSINESS NAME:		
OFFICE TELEPHONE NUMBER:	OFFICE E-MAIL:	
ADDRESS:		
CLIENT 2:		
NAME OF CLIENT:		
TITLE OF CLIENT:		
FIRM OR BUSINESS NAME:		
	OFFICE E-MAIL:	
CLIENT 3:		
NAME OF CLIENT:		
TITLE OF CLIENT:		
FIRM OR BUSINESS NAME:		
	OFFICE E-MAIL:	
ADDRESS:		
CLIENT 4:		
NAME OF CLIENT:		
TITLE OF CLIENT:		
FIRM OR BUSINESS NAME:		
OFFICE TELEPHONE NUMBER:	OFFICE E-MAIL:	
ADDRESS:		

ATTACHMENT G

SAMPLE CONTRACT

THIS DOCUMENT IS AVAILABLE ONLINE AT THE WEBSITE PROVIDED ON PAGE 1 OF THIS RFP.

ATTACHMENT G IS FOR INFORMATIONAL PURPOSES ONLY AND WILL BE CHANGED AND COMPLETED AFTER CONTRACT AWARD.

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ATTACHMENT J - PRICE SHEET

<u>Deliverable</u>	Quantity*	Available Slot Rate	Number of Program Service Days Annually	<u>Total An</u>	nual Price
AVAILABLE SLOT	#	\$	313	\$	
	Maximum Allowed Price for Services (May Not Exceed This Total) \$1,866,309.4			\$1,866,309.45	

INSTRUCTIONS:

- 1) Enter the total quantity of available slots proposed.
- 2) Enter the available slot rate.
- Then multiply the quantity x the available slot rate proposed x the number of program service days annually and enter the Total Annual Price.
- 4) NOTE: Total Annual Price shall not exceed the Maximum Allowed Price for Services.

NAME:	TITLE:
COMPANY:	
E-MAIL ADDRESS:	
TELEPHONE NUMBER:	
SIGNATURE:	DATE:

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Page 30 of 72

ATTACHMENT L FACILITY / SITE REQUIREMENTS CERTIFICATION (FOR RESPONDENT PROPOSED OWNED / LEASED FACILITY)

FOR CIRCUIT #

FOR RESPONDENTS PROPOSING USE OF THEIR OWNED/LEASED FACILITY OR FOR RESPONDENTS PROPOSING USE OF AN OWNED/LEASED FACILITY NOT CURRENTLY OWNED/LEASED BY THE RESPONDENT

For Respondents proposing JDAP Services under this RFP, this Attachment is required for **each** circuit where a JDAP is proposed to be delivered.

Submission of this form and the supporting documentation is a requirement for the Respondent to be deemed responsive to this RFP. Each item listed below is a program facility/site requirement for a Department of Juvenile Justice program. The Respondent shall certify, by initialing next to each requirement below, that the proposed facility fully meets or will meet these requirements at the time of proposal submission or will fully meet these requirements prior to the start of contract services. The Department may or may not elect to conduct a site inspection on the date and time indicated in the RFP Calendar of Events.

All facilities and property provided for services must meet the requirements stated in this Attachment.

Please indicate program facility/site status by circling one (**IS or WILL**) status for each of the following requirements listed below and initialing to signify compliance with the requirement, and attach the required letters or documentation:

	Program Facility/Site Requirement	Respondent's Initials
1	The proposed facility is/will meet all state, county, and city zoning, permitting and licensing, as well as any other requirements necessary to operate the facility.	
2	The proposed facility is/will be ready to commence program operations prior to the Department scheduled site visit/inspection.	
3	The proposed facility has/will have working electricity in all areas to be used by program participants.	
4	The proposed facility has/will have working air conditioning and will maintain air conditioning in all areas to be used by program participants.	
5	The proposed facility has/will have a working heating system and will maintain heating in all areas to be used by program participants.	
6	The proposed facility has/will have adequate space to accommodate program activities.	
7	The proposed facility has/will have adequate space and facilities to meet bathroom and dining needs for the number of youth proposed to be served.	
8	The proposed facility complies/will comply with all applicable Florida Administrative Code requirements, Rules of the State Fire Marshal, and applicable Uniform Fire Safety Standards found in Chapter 633, Florida Statutes. The proposed facility is in current/or will be in current compliance with the Florida American with Disabilities Accessibility Implementation Act before occupancy.	
9	Reserved	
10	The proposed facility has/will have a written evacuation plan that includes diagrammed evacuation routes covering emergencies such as fire, natural disasters, hurricanes, and other severe weather. This plan is/will be maintained on-site and provided to the Department at the scheduled site inspection and to the Department's Contract Manager on an annual basis thereafter.	
11	The proposed facility is/will be accessible to public or other means of transportation.	
12	The proposed building or site is available/will be available and suitable for use for the program to be procured by this RFP by the anticipated Contract start date of services.	
13	If the Respondent does not own the proposed site(s), the Respondent has attached additional documentation demonstrating the proposed building or site is available/or will be available and is suitable for use for the program being procured by this RFP. If unable to obtain a letter, a signed affidavit shall be inserted in its place attesting to the attempt to obtain the letter and signed by the person who signs the Written Proposal Transmittal Letter. If only an affidavit is submitted, and the Respondent is determined to be the highest-ranking Respondent, prior to notice of Final Agency Decision, the Procurement Manager shall request, and the Respondent shall submit, within ten (10) business days of the request date, a letter from facility	

·	owner/leasing agent indicating the proposed facility/site is available for services by the	
	anticipated Contract start date.	
(1 1 1	The Respondent shall <u>attach a letter</u> from the local government(s) that the facility or site complies with any specified comprehensive plan, zoning codes, ordinances and other requirements. If the Respondent is unable to obtain a letter, a signed affidavit shall be inserted in its place attesting to the attempt to obtain the letter and signed by the person who signs the transmittal letter. If only an affidavit is submitted, and the Respondent is determined to be the highest-ranking Respondent, prior to notice of Final Agency Decision, the Procurement Manager shall request, and the Respondent shall submit, within ten (10) business days of the request date, a letter from the facility owner/leasing agent indicating the proposed facility/site is available for services by the anticipated Contract start date.	
	The Respondent shall attach narrative information on how or if the facility or site will be renovated, maintained or otherwise made suitable for the Department for this program and provide a timeline for any renovations. If no changes are anticipated, the Respondent shall so state.	
1	The Respondent further agrees to be responsible for all costs associated with repairs and maintenance of the program facility and shall ensure that funds are available and dedicated to ensuring the total safety, maintenance, upkeep, appearance, and sanitation of the facility and grounds.	
	The Respondent agrees that the proposed facility is/will be in working order (passing all occupancy inspections) and is located within the targeted zip codes for the proposed County /Circuit(s) as specified in this RFP.	

The following 4 items are informational only:

1	Name of Proposer's Organization	
2	Circuit of Proposed Program	
3	Street Address (Location) of Proposed Facility City, State, Zip	
4	Total Number of Slots Proposed	

ATTESTATION: I,	, certify, as the Respondent, that I understand and agree that
the contracted or proposed location/facility/site for the JDAP s	site within the Circuit(s) proposed for this RFP, shall meet all of
the facility and/or site requirements as outlined in this RFP, the	ne timeframes as specified in the RFP. The site and/or facility
shall meet all requirements to the full satisfaction of the Depa	artment, as determined by the Department, prior to the start of
Contract services.	• • • • • • • • • • • • • • • • • • • •

Respondent's Signature	
Printed Name	
Title	
 Date	

Site Inspection

Prior to posting a final contract award, the Department may conduct a site inspection to ensure that the proposed site in each Circuit meets all requirements of the Department and the RFP. The Respondent's owned/leased site and/or facility shall meet all requirements to the satisfaction of the Department, as determined by the Department.

The Respondent with whom the Department proposes an award for the JDAP in the specified Circuit shall be provided advance notice by telephone of the specific date for the site inspection(s) in each Circuit. Reasonable attempts will be made to contact the Respondent between the hours of 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, no less than twenty-four (24) hours prior to the visit. Therefore, it is the responsibility of the Respondent to provide notice of any change in contact information, including telephone number, to the Procurement Manager.

ATTACHMENT O					
	CROSS REFERENCE TABLE				
RFP DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)		LOCATION IN PROPOSAL (TO BE COMPLETED BY RESPONDENT)			
SECTION/PART	SUBJECT		PAGE NUMBERS	SECTIONS/PARTS	
Attachment B., Section XX., A.	Transmittal Letter				
Attachment B., Section XX., B.	Attachment O - Cross Reference	Table			
Attachment B., Section XX., C.	Attachment C - Certification of Expe	rience			
Attachment B., Section XX., D.	Certificate of Drug-Free Workplace & Ti- Certifications	_			
Attachment B., Section XX., E.	, Attachment E – Client Contact List				
Attachment B., Section XX., G., 1.	Attachment J - Price Sheet				
Attachment B., Section XX., G., 2.	Attachment H – Budget for Probation Service 2019	es - September			
Attachment B., Section XX., G., 3.	Certified Minority Business (CMBE) Sub Utilization Plan	contracting			
	TECHNICAL PROPOSAL				
*PLEASE NOTE: The Respondent is requested to provide evidence of existing documentation (plans, resumes, charts, etc.) as requested in this cross-reference table and addressed below. If evidentiary documentation is not currently available, provide evidence of intent or plan to implement and identify as such. This will include proposed plans, schedules, proposed staff contracts, job description etc. Include all relevant information that will assist in evaluating the proposal. Failure to provide information as requested may result in 0 points being assessed for that portion of the proposal evaluation. If the Respondent is selected for contract award, the proposed service and all elements thereof will be incorporated by reference into the resulting Contract, unless they do not otherwise meet the terms and conditions of this RFP.					
	CATEGORY #1: MANAGEMENT BACKGROUND, EXPERIENCE, STRUCTURE				
Attachment B, Section XX., F., 1.	The Respondent shall describe the background and experience that demonstrates the ability of the organization to deliver the JDAP and provide the				

ATTACHMENT O CROSS REFERENCE TABLE RFP DOCUMENTATION **LOCATION IN PROPOSAL** (TO BE COMPLETED BY RESPONDENT) (TO BE COMPLETED BY DEPARTMENT) PAGE SECTION/PART SECTIONS/PARTS **SUBJECT** NUMBERS minimum services sought by the RFP. The Respondent shall provide a corporate Attachment B. organizational chart, identifying Section XX., F., kev corporate personnel/positions and their 1. qualifications (resume or job description) that will have sufficient management and oversight of the proposed JDAP. The Respondent shall describe, through Attachment B. Section XX., F., quality improvement their internal processes, its internal resources, strengths, 1 and skills to demonstrate the ability to deliver the services offered. **CATEGORY #2: MANAGEMENT COMPETENCIES AND CAPABILITIES** Attachment B. The Respondent shall describe, in narrative Section XX., F., form, their organization's competencies 2. (knowledge, skills and abilities) that clearly support their proposed services for the program and the specific services required that support the goals of diverting youth from the juvenile justice system. CATEGORY #3: **PROGRAMMATIC OVERSIGHT, QUALITY IMPROVEMENT** The Respondent shall describe the Attachment B. management design/structure that ensures Section XX., F., provision of oversight and control of the 3. program(s) proposed by the Respondent, by Circuit, to obtain optimum service delivery. The Respondent shall describe their internal Attachment B. quality improvement process necessary to Section XX., F., identify problems and improve service 3. delivery, including frequency of monitoring, reviews, etc., and the methods to be

ATTACHMENT O **CROSS REFERENCE TABLE** RFP DOCUMENTATION **LOCATION IN PROPOSAL** (TO BE COMPLETED BY DEPARTMENT) (TO BE COMPLETED BY RESPONDENT) PAGE SECTION/PART SECTIONS/PARTS SUBJECT NUMBERS employed. CATEGORY #4: **ORGANIZATIONAL** APPROACH, PHILOSOPHY AND VISION FOR JUVENILE **DIVERSION** ALTERNATIVE PROGRAM (JDAP) SERVICES The Respondent shall describe their Attachment B, organization's approach and philosophy, Section XX., F., including mission statement, core values, 4. and vision, to further the Department's goal for youth requiring JDAP services. CATEGORY #5: OVERALL PROGRAM **DELIVERY FOR JDAP SERVICES** The Respondent shall describe their Attachment B. Section XX., F., understanding and approach to tasks that will ensure compliance with the minimum 5. service requirements set forth in the RFP, including all rules and regulations, specifically addressing all sections of the Attachment I of the RFP. The Respondent shall describe their Attachment B. understanding of the needs of the target Section XX., F., population, including criminogenic risk 5. factors, status, specialized gender needs, and other components that contribute to delinquency, and the Respondent's approach to identifying and meeting the needs of the target population. The Respondent shall describe continuity of Attachment B, Section XX., F., care from program admission to release for 5. youth receiving JDAP services. CATEGORY #6: ASSESSMENT, INDIVIDUALIZED SERVICE PLANNING AND BARRIERS FOR YOUTH

ATTACHMENT O

CROSS REFERENCE TABLE				
		LOCATION IN PROPOSAL (TO BE COMPLETED BY RESPONDENT)		
SECTION/PART	SUBJECT		PAGE NUMBERS	SECTIONS/PARTS
Attachment B, Section XX., F., 6.	The Respondent shall describe the Community Assessment Tool (CAT) assessment process and individualized care/service planning (and any tools/instruments) to be used for youth referred to the JDAP.			
Attachment B, Section XX., F., 6.	The Respondent shall describe perceived barriers to engaging youth in the JDAP services and how the program will move youth through program services resulting in successful completion.			
	CATEGORY #7: CASE MANAGEMENT SERVICES			
Attachment B, Section XX., F., 7.	The Respondent shall describe the program's methodology for providing case management services, including the process for arrangement, referrals and coordination of services and resources to assist the youth and families based on the youth's assessed needs.			
Attachment B, Section XX., F., 7.	The Respondent shall describe the process for monitoring goals and objectives of the youth's ISP and how the youth's progress will be measured to reflect progress during program participation. CATEGORY #8:			
	SUPERVISION/CONTACT TASKS			
Attachment B, Section XX., F., 9.	The Respondent shall describe the program's methodology for providing needed supervision and making contacts to program participants, which provides for advancement of the youth through the program to complete the program goals and sanctions for successful discharge. Include			

ATTACHMENT O						
CROSS REFERENCE TABLE						
RFP DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)			LOCATION IN PROPOSAL (TO BE COMPLETED BY RESPONDENT)			
SECTION/PART	SUBJECT		PAGE NUMBERS	SECTIONS/PARTS		
	methods, frequency, and documentation.					
	CATEGORY #9: REFERRALS FOR OUTSIDE SERVICES					
Attachment B. Section XX., F., 10.	The Respondent shall describe the program's methodology for making referrals for youth and family to outside sources for services not available through the JDAP, including mental health and/or substance abuse treatment, and other community services.					
Attachment B, Section XX., F., 10.	The Respondent shall describe available community resources proposed, by Circuit, with which the Respondent has working relationships that will support the youth's progress and meet identified needs. Indicate the method of determining how outside referred services will be paid.					
	CATEGORY #10: SANCTIONS,					
Attachment B, Section XX., F., 11.	The Respondent shall describe the methods and process used to ensure program youth are meeting their court ordered sanctions, performing community service as applicable, and paying any ordered restitution. Describe the JDAP's restitution process that works with the Circuit Court(s) procedures for the Circuits proposed.					
	CATEGORY #11: STAFFING					
Attachment B, Section XX., F., 12.	The Respondent shall describe the number and type of proposed program staff that will operate and deliver JDAP services as specified in the RFP, including the youth to staff ratios to be maintained for Case Managers. The Respondent's proposed					

ATTACHMENT O CROSS REFERENCE TABLE RFP DOCUMENTATION **LOCATION IN PROPOSAL** (TO BE COMPLETED BY RESPONDENT) (TO BE COMPLETED BY DEPARTMENT) PAGE SECTION/PART SECTIONS/PARTS **SUBJECT** NUMBERS staffing plan shall identify all program staff, as applicable, including Program Directors, Managers, Supervisors, Case and administrative workers that are part of the proposed JDAP. Describe the qualifications of all staff positions proposed, including job descriptions for each type of position. Attachment B. The Respondent shall describe their operational approach to the recruitment, Section XX., F., training, supervision and retention of staff to 12. provide services, and describe its backup plan for ensuring staff absences and vacancies will be filled to ensure uninterrupted services for the proposed JDAP. CATEGORY #12: YOUTH CASE FILES, RECORDS AND DOCUMENTATION The Respondent shall explain their Attachment B. program's process for developing a youth's Section XX., F., case file upon admission and describe their 13. understanding of the documentation requirements, to include timeframes. CATEGORY #13: DATA COLLECTION AND REPORTING SERVICES The Respondent shall describe their Attachment B, organization's process for data collection Section XX., F., and reporting in JJIS all referrals (both 14. accepted and rejected), placements (admissions), and releases with dates and reasons notated for each youth. **CATEGORY #14: IMPLEMENTATION PLAN** The Respondent shall describe their Attachment B. Section XX., F., understanding of the tasks involved, with

ATTACHMENT O **CROSS REFERENCE TABLE** RFP DOCUMENTATION **LOCATION IN PROPOSAL** (TO BE COMPLETED BY DEPARTMENT) (TO BE COMPLETED BY RESPONDENT) PAGE SECTION/PART SECTIONS/PARTS SUBJECT **NUMBERS** dates and time frames necessary for 15. program service implementation as soon as possible, but no later than May 15, 2020, which specifically addresses key preoperational points, including, but not limited to, the following: Finalizing site arrangements and ordering fixtures and furnishings for the JDAP facility / site in each of the identified Circuits to receive services under this RFP: Obtaining Local and State facility inspections prior to occupancy; Meal and snack preparation and C. delivery to youth, and where youth will eat: Advertising, hiring, and background screening of proposed staff; and, Training of staff for direct care and e. other training, including training in any modalities to be delivered.

ATTACHMENT P EVALUATION QUESTIONS/CONSIDERATIONS

CATEGORY #1: MANAGEMENT BACKGROUND, EXPERIENCE, STRUCTURE

Consideration 1.1: To what extent does the Respondent's background and experience demonstrate their ability to manage/control the services to be provided and provide the minimum services outline in the RFP? (Weighted: 7 Max Points: 35)

Consideration 1.2: To what extent does the Respondent provide a copy of the corporate organizational chart and description of the corporate organizational structure and leadership staff's qualifications (resume or job description) that indicates sufficient management capability to perform or provide oversight of the services required? (Weighted: 6 Max Points: 30)

Consideration 1.3: To what extent does the Respondent demonstrate, through their internal quality improvement processes, their ability to deliver the services proposed and identify problems to improve service delivery and processes? (Weighted: 6 Max Points: 30)

CATEGORY #2: MANAGEMENT COMPETENCIES AND CAPABILITIES

Consideration 2.1: To what extent does the Respondent's description of their organization's competencies (knowledge, skills and abilities) clearly demonstrate their support of the proposed services for the program and the specific services required that support the goals of diverting youth from the juvenile justice system? (Weighted: 10 Max Points: 50)

CATEGORY #3: PROGRAMMATIC OVERSIGHT, QUALITY IMPROVEMENT

Consideration 3.1: To what extent does the Respondent describe the management design/structure that ensures provision of oversight and control of the program(s) proposed by the Respondent, to obtain optimum service delivery? (Weighted: 6 Max Points: 30)

Consideration 3.2: To what extent does the Respondent describe their internal quality improvement process necessary to identify problems and improve service delivery, including frequency of monitoring, reviews, etc., and the methods to be employed? (Weighted: 6 Max Points: 30)

CATEGORY #4: ORGANIZATIONAL APPROACH, PHILOSOPHY AND VISION FOR JDAP SERVICES

Consideration 4.1: To what extent does the Respondent describe their organization's approach and philosophy, including mission statement, core values, and vision to further the Department's goal for youth requiring JDAP services? (Weighted: 4 Max Points: 20)

CATEGORY #5: OVERALL PROGRAM DELIVERY FOR JDAP SERVICES

Consideration 5.1: To what extent does the Respondent describe their understanding and approach to tasks that will ensure compliance with the minimum service requirements set forth in the RFP, including all rules and regulations, specifically addressing all sections of Attachment I of the RFP? (Weighted: 10 Max Points: 50)

Consideration 5.2: To what extent does the Respondent describe their understanding of the needs of the target population, including criminogenic risk factors, status, specialized gender needs, and other components that contribute to delinquency, and the Respondent's approach to identifying and meeting the needs of the target population? (Weighted: 5 Max Points: 25)

Consideration 5.3: To what extent does the Respondent describe continuity of care from program admission to release for youth receiving JDAP services? (Weighted: 5 Max Points: 25)

CATEGORY #6: NEEDS ASSESSMENT, SERVICE PLANNING AND BARRIERS FOR YOUTH

Consideration 6.1: To what extend did the Respondent demonstrate an understanding of the CAT assessment process and individualized care/service planning (and any tools/instruments) to be used for youth referred to the JDAP? (Weighted: 5 Max Points: 25)

Consideration 6.2: To what extent does the Respondent describe perceived barriers to engaging youth in the JDAP services and how the program will move youth through the program services resulting in successful completion? (Weighted: 4 Max Points: 20)

CATEGORY #7: CASE MANAGEMENT SERVICES

Consideration 7.1: To what extent does the Respondent's proposal describe it's program methodology for providing case management services, including the process for arrangement, referrals and coordination of services and resources to assist the youth and families based on the youth's assessed needs? (Weighted: 4 Max Points: 20)

Consideration 7.2: To what extent does the Respondent describe the process for monitoring goals and objectives of the youth's Individualized Service Plan (ISP) and how the youth's progress will be measured to reflect progress during program participation? (Weighted: 5 Max Points: 25)

CATEGORY #8: SUPERVISION/CONTACT TASKS

Consideration 8.1: To what extent does the Respondent describe the program's methodology for providing needed supervision and making contacts to program participants, which provides for advancement of the youth through the program to complete the program goals and sanctions for successful discharge? Consider methods, frequency, and documentation. (Weighted: 5 Max Points: 25)

CATEGORY #9: REFERRALS FOR OUTSIDE SERVICES

Consideration 9.1: To what extent does the Respondent describe the program's methodology for making referrals for youth and family to outside sources for services not available through the JDAP, including mental health and/or substance abuse treatment, and other community services? (Weighted: 4 Max Points: 20)

Consideration 9.2: To what extent does the Respondent describe available community resources proposed, by Circuit, with which the Respondent has working relationships that will support the youth's progress and meet identified needs. This should include the Respondents indication of the method for determining how outside referred services will be paid. (Weighted: 4 Max Points: 20)

CATEGORY #10: SANCTIONS AND COMMUNITY SERVICE RESTITUTION

Consideration 10.1: To what extent does the Respondent describe the methods and process used to ensure program youth are meeting their court ordered sanctions, performing community service as applicable, and paying any ordered restitution? Consider the JDAP's restitution process that works with the Circuit Court(s) procedure(s) for the Circuits proposed. (Weighted: 6 Max Points: 30)

CATEGORY #11: STAFFING

Consideration 11.1: To what extent does the Respondent describe the number and type of proposed program staff that will operate and deliver JDAP services as specified in the RFP, including the youth to staff ratios to be maintained for Case Managers? Consider if the proposed staffing plan identifies all program staff, as applicable, including Program Directors, Case Managers, Supervisors, and administrative workers that are part of the proposed JDAP. Consider the qualifications of all staff positions proposed, including job descriptions for each type of position. (Weighted: 10 Max Points: 50)

Consideration 11.2: To what extent does the Respondent describe their operational approach to the recruitment, training, supervision and retention of staff to provide services, and describe its backup plan for ensuring staff absences and vacancies will be filled to ensure uninterrupted services for the proposed JDAP? (Weighted: 4 Max Points: 20)

CATEGORY #12: YOUTH CASE FILES. RECORDS AND DOCUMENTATION

Consideration 12.1: To what extent does the Respondent explain their program's process for developing a youth's case file upon admission and does their description identify the documentation requirements, to include timeframes? (Weighted: 4 Max Points: 20)

CATEGORY #13: DATA COLLECTION AND REPORTING SERVICES

Consideration 13.1: To what extent does the Respondent describe their organization's process for data collection and reporting in JJIS all referrals (both accepted and rejected), placements (admissions), and releases with dates and reasons notated for each youth? (Weighted:4 Max Points: 20)

CATEGORY #14: IMPLEMENTATION PLAN

Consideration 14.1: To what extent does the Respondent describe their understanding of the tasks involved, with dates and time frames necessary, for program service implementation as soon as possible, but no later than **May 15, 2020**, which specifically addresses key pre-operational points, including but not limited to the following:

- a. finalizing site arrangements and ordering fixtures and furnishings for the JDAP facility / site in each of the identified Circuits to receive services under this RFP;
- b. obtaining Local and State facility inspections prior to occupancy;
- c. meal and snack preparation and delivery to youth, and where youth will eat;
- d. advertising, hiring, and background screening of proposed staff; and,
- e. training staff for direct care and other training, including training in any modalities to be delivered. (Weighted: 10 Max Points: 50)

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ATTACHMENT I SERVICES TO BE SOUGHT

I. INTRODUCTION AND BACKGROUND

All youth seventeen (17) years of age and under charged with a crime in Florida are referred to the Department of Juvenile Justice (Department). A referral is similar to an arrest in the adult criminal justice system. The Department provides a recommendation to the State Attorney and the Court regarding appropriate sanctions and services for the youth. When making a recommendation, the Department has several options that allow the youth to remain in his or her home community.

One option is diversion, which uses programs that are alternatives to the formal juvenile justice system for youth who have been charged with a minor crime.

Each youth is assigned a Juvenile Probation Officer (JPO) who monitors compliance with the youth's diversion plan and helps the youth connect with service providers.

Youth referred for diversion and/or court supervision may have a variety of conditions or sanctions of supervision to follow, such as:

- A. Restitution (payment) to the victim(s);
- B. No victim contact:
- C. Community service hours;
- D. Letter of apology to the victim(s);
- E. Curfew:
- F. Forfeiture of driver's license;
- G. Avoid contact with co-defendants, friends, or acquaintances who are deemed to be inappropriate associations:
- H. Referrals to local social service agencies; and
- I. Referrals for mental health and/or substance abuse counseling.

II. GENERAL DESCRIPTION OF SERVICES SOUGHT

A. <u>General Description</u>

The Respondent shall implement and operate a Juvenile Diversion Alternative Program (JDAP) to serve male and female youth, seventeen (17) years of age and under, who have been referred to the Department for behavior which, if committed by an adult, would be a criminal act. Services shall be provided to youth who reside in circuits 1, 2, 3, 4, 7, 14, 15, and 19 specifically Bay, Calhoun, Clay, Columbia, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gulf, Hamilton, Holmes, Indian River, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Martin, Nassau, Okaloosa, Okeechobee, Palm Beach, Putnam, St. Johns, St. Lucie, Santa Rosa, Suwannee, Taylor, Volusia, Wakulla, Walton, and Washington counties. All JDAP services shall be conducted to assist the Department in diverting eligible youth from entering the juvenile justice system. The Respondent shall establish and maintain working relationships with local service resources with the ability to provide services at a reduced or zero cost to Department youth and the State Attorney's Office in the judicial circuit in which the program will operate.

B. Services to be Provided

The Respondent shall ensure the following services are provided to youth referred to the program for diversion services as specified further in Attachment I, Section IV., A., Service Tasks, below:

- Provide a preliminary screening for youth referred for program services;
- 2. Provide case management services which include arrangement for, referral to, and coordination of community services and resources based on individual youth and family needs:
- 3. Collaborate with other community-based agencies to identify and meet the needs of the youth and families referred to the program;
- 4. Monitor school attendance and make contact with school personnel, as needed;
- 5. Conduct the Community Assessment Tool (CAT) and ensure youth entry and release information for all referrals into the Juvenile Justice Information System (JJIS);

- 6. Document completions of community service/compliance with sanctions and restitution, and report hours and amounts, and maintain in the youth's program case file:
- 7. Assist the family, including siblings, by making referrals to other social service agencies; including counseling, drug rehabilitation, education, and parenting classes;
- 8. Follow-up with the Department, the State Attorney's Office, and other community-based agencies (referrals) to report on a youth's progress, including but not limited to, the youth's completion of the program, and again at one (1) year post completion to track recidivism data:
- 9. Furnish a written status report for each unsuccessful youth to the State Attorney's Office; and,
- 10. The Respondent shall provide services to Civil Citation youth in accordance with the Attachment II.

C. <u>Authority for Specific Contracted Program Services</u>

The authority to operate delinquency and diversion programs is granted to the Department in 63D-10, Florida Administrative Code (F.A.C.), which specifies the requirements and criteria governing alternative interventions used to divert youth from formal judicial system involvement.

D. Definitions

- 1. <u>Accessible Services</u> Services that are timely, comprehensive, geographically accessible and family-friendly (in the community, close to family), available during nonworking hours and culturally sensitive, without unreasonable barriers.
- 2. <u>Balanced and Restorative Justice Approach</u> A philosophy that focuses on repairing harm caused to people and relationships by the criminal/delinquent act(s). Service(s) is delivered in a manner that holds youth accountable for their behavior and fosters a restorative community and culture where staff and youth are encouraged to participate in decision-making, conflict resolution, and community service and awareness activities that build leadership skills.
- 3. <u>Chief Probation Officer (CPO)</u> A Department employee who is responsible for managing community-based program operations and staff within each of Florida's twenty (20) judicial circuits.
- 4. <u>Community Assessment Tool (CAT)</u> The primary assessment instrument used by the Juvenile Probation Officer (JPO) to determine the youth's risk to re-offend and identify criminogenic needs that require intervention. The Pre-Screen is completed and maintained for all youth who are referred to the Department. The Full Assessment is completed and maintained for all youth who have been placed under the jurisdiction of the Department by the court and have been identified with a risk to re-offend by the Pre-Screen.
- 5. <u>Complainant</u> Any person or agency having knowledge of the facts related to the allegations of the delinquency of a youth and who makes a formal complaint or delinquency referral based upon these facts.
- 6. <u>Criminogenic Needs</u> Critical factors identified during the assessment process that have been statistically proven to predict future criminal behavior.
- 7. <u>Cultural Competence</u> A set of congruent behaviors, attitudes and policies that allows professionals to work effectively in cross-cultural situations.
- 8. <u>Delinquency Interventions</u> Research-proven strategies and tactics that provide delinquent youth with skills, training, and education to appropriately and responsibly respond to environmental, social, and familial triggers that previously resulted in delinquent, criminal, and/or anti-social behavior(s). The purpose of implementing a delinquency intervention is to prevent criminal and anti-social behavior; reduce recidivism for those already in the juvenile justice system; and reduce youth dynamic/changeable risk factors (termed criminogenic needs) proven to be the major causes of juvenile criminal behavior.
- 9. <u>Direct Care Staff</u> Staff having direct contact with youth for the purpose of providing care, supervision, custody, or control in a detention facility, probation unit, day treatment program or commitment program within any restrictiveness level, operated by the Department or by a Provider under contract with the Department.

- 10. Evidence-Based Practices Treatments and practices independently evaluated and found to reduce the likelihood of recidivism, or at least two criminogenic needs with juvenile offenders. The evaluation must have used sound methodology, including, but not limited to, random assignment, use of control groups, valid and reliable measures, low attrition, and appropriate analysis. Such studies shall provide evidence of statistically significant positive effects of adequate size and duration. In addition, there must be evidence that replication by different implementation teams at different sites is possible with similar positive outcomes.
- 11. <u>Gender-Specific Services</u> Services that address the unique needs of both boys and girls. This includes gender identity development, identification of risk and protective factors that hinder pro-social and responsible decision-making, and skills competencies that promote responsible male/female behavior. Gender-specific services may include parenting; health and/or sexual education classes; and communication techniques utilizing an evidence-based approach specific to boys/girls.
- 12. <u>Individualized Services</u> Services delivered in accordance with strengths and needs identified, both by the youth and through valid professional assessments, and guided by an ISP. The services should be provided at the specific level, intensity and duration as needed by the individual family.
- 13. <u>Individualized Services Plan</u> A written plan for guiding the services and structure of the focus of a youth's JDAP services.
- 14. <u>Inactive Status</u> A youth who is prohibited from participating in program services due to placement in a Detention Center or jail, or other treatment service (in-patient treatment) program. Youth who fail to attend and for whom a diligent search was conducted shall be considered an absconder once the *Affidavit of Diligent Search* is submitted. The JPO will complete the *Affidavit for Order to Take Into Custody* and submit the documentation to the Court for approval.
- 15. <u>Intervention</u> An action taken or facilitated to promote the reduction of a criminogenic need, and may include direct contact with youth, collateral contacts, referrals for services, monitoring progress, and following up with youth and family.
- 16. <u>Juvenile Justice Information System (JJIS)</u> The Department's electronic information system, which is used to gather and store information on youth having contact with the Department.
- 17. Mental Health Provider A Psychiatrist licensed under chapter 458 or 459, Florida Statutes (F.S.), a Psychologist licensed under chapter 490, F.S., or a Licensed Mental Health Counselor, Licensed Clinical Social Worker, or Licensed Marriage and Family Therapist licensed under chapter 491, F.S., a Psychiatric Nurse as defined in 63N-1, F.A.C., a Community Mental Health Center or Clinic as defined in section 394.455, F.S., or a public or private mental health agency eligible to provide mental health services under chapter 394, F.S., who through employment, contract, subcontract or agreement provides mental health services in a Department program.
- 18. <u>Minority Services</u> Services to address the unique needs of minority youth in a manner that recognizes the factors that impact disproportionate minority contact with the juvenile justice system. The services address disproportionate minority contact and seek to foster positive identity development, address risk factors unique to minority youth, and build protective factors and skill competencies to deter future delinquency.
- 19. <u>Referral</u> Referrals made by the Department or State Attorney's Office (for JDAP) are reviewed for acceptance in accordance with local Circuit protocol. Youth files are transferred from the Department to the Respondent and an entry is made by the Department supervisor in JJIS Case Notebook.
- 20. <u>Successful Completion</u> Satisfaction of all program services and interventions required to be delivered by the Respondent to the youth including goals contained on the youth's ISP, court-ordered sanctions, and daily program attendance. Youth achieving his/her goals and meeting attendance requirements for which the Department loses jurisdiction due to age, may be considered a successful completion.
- 21. <u>Sourcebook of Delinquency Interventions</u> Department developed, quick reference to provide information related to interventions examined by the Department, the criminogenic

- needs those interventions address, contact and training information, and the Department's rank of those interventions.
- 22. <u>Skill Building</u> Programs providing instruction, practice, incentives, and other such activities aimed at developing skills that help youth control his/her behavior and participate in normative pro-social functions. The main forms of skill building include: behavioral programs, cognitive-behavioral therapy, social skills training, and challenge programs.
- 23. <u>Substance Abuse Service Provider</u> A public agency, a private for-profit or not-for profit agency, a physician or physician assistant licensed under chapter 458 or 459, F.S., a Psychologist licensed under chapter 490, F.S., or a Clinical Social Worker, Marriage and Family Therapist or Mental Health Counselor licensed under chapter 491, F.S., licensed under chapter 397, F.S., or exempt from licensure under chapter 397, F.S., who through employment, contract, subcontract or agreement provides substance abuse services in a Department program.
- 24. <u>Trauma-Informed Care</u> Trauma is the experience of violence and victimization often leading to mental health and other types of co-occurring disorders. This may result from sexual abuse, physical abuse, severe neglect, loss, domestic violence, and/or the witnessing of violence, terrorism, or disaster(s). Trauma-Informed Care services are designed to determine the root cause of delinquency, and mental health/co-occurring disorders, and is based on the premise many youth in the juvenile justice system have experienced trauma(s) associated with abuse, violence, and/or fear.

E. Service Limits

JDAP services shall be limited to youth referred by the Department or referred by the State Attorney's Office.

- F. Major Goal(s) of the Service
 - 1. Services shall facilitate a positive change in youth behavior, bring about positive changes in criminal thinking, and provide the youth with the tools necessary to avoid recidivism or future criminal involvement. Services shall be designed to address family issues and needs with the goal of improving family functionality.
 - Services shall address criminogenic risk factors with the goal of determining the youth's individual risks, needs and provision of services to directly address identified risks and needs as determined through the preliminary screening and any assessments completed by referral agencies.
- G. JDAP Services Shall, at a Minimum, Include the Following Tasks
 - 1. All JDAP youth will require sanctions management, which includes the scheduling, supervision and monitoring of compliance with court-ordered sanctions including community service, curfew and restitution.
 - 2. Youth who need additional diversion services, as identified during the CAT assessment, will require the provision of additional services to meet the needs of the youth, including but not limited to: services that ensure curfew compliance; increase youth accountability for behavior; provide crisis intervention (as necessary to include referrals to appropriate mental health and substance abuse service providers); develop anger management skills; develop conflict resolution and problem solving skills for the youth and families; and include educational/vocational skill enhancement, or instruction to the youth, parent(s)/guardian(s), or both.
 - 3. Random urinalysis monitoring for youth who are assessed as being at risk or having a history of substance abuse, and referrals to a substance abuse prevention provider who is licensed under chapter 397, F.S., for those youth who are at risk of developing a substance use disorder.
 - 4. Referrals for individual, group, and family counseling which address the youth's individualized mental health treatment needs, and/or individualized substance abuse treatment needs, as determined by the youth's Individualized Service Plan (ISP).
- H. <u>Balanced and Restorative Justice Approach</u>

The Respondent's program design and operation shall reflect the Restorative Justice philosophy. At a minimum, the program shall provide for a restorative environment that includes:

- 1. Holding youth accountable for their behavior, including the harm their crime(s) caused to the victim(s) and the community:
- 2. Encouraging youth and staff to be actively involved in treatment goals;
- 3. Sanctioning program completion through participation in decision making, practicing a leadership role, utilization of restorative conflict resolution strategies, and contributing to the community; and
- 4. Competency development shall facilitate skills valued by others in the community and should assist offenders in functioning in society in a meaningful, positive way by:
 - a. Becoming stronger in character;
 - b. Showing remorse and empathy towards others;
 - Connecting within the community and recognizing potential to be positive members of the community; and
 - d. Practicing opportunities to lead, belong, mentor, contribute and make meaningful choices.

I. Gender-Specific Programming

The Respondent shall provide and ensure that referred services utilize gender-specific services which will foster positive gender identity development, recognize the risk factors and issues most likely to impact youth and the protective factors and skill competencies that can deter future delinquency. All gender-specific services shall be provided in a safe environment, free from verbal harassment, bullying, teasing, stalking, domestic violence, racism, sexism and sexual abuse.

- 1. <u>Female-Specific Services</u>: Gender-specific programming for girls refers to program components and services that comprehensively address the special needs of adolescent girls. The Respondent shall ensure the environment in which services will be provided enables girls to feel safe to share their feelings and discuss their problems, removed from family and friends and the demands of adolescent males, and protected from harm by self, peers, family members and staff, and acknowledges the contributions of women through posters, murals, books, magazines, and videos. Programming shall include such issues as:
 - Referrals for, or provision of, mental health and substance abuse treatment services that address girls' issues, such as (but not limited to) addiction, depression, anxiety, post-traumatic stress disorder and trauma relating to physical or sexual abuse, neglect, or domestic violence;
 - b. Services and program activities that use effective interventions, such as behavioral, cognitive, affective/dynamic, and systems perspectives to address the needs of individual girls:
 - c. The promotion of positive relationships, including those with family members, friends and staff;
 - d. Improving communication skills, assertiveness and appropriate expression of anger, using evidence-based approaches shown to be effective for girls;
 - e. Education about girls physical and sexual health, including sexually transmitted diseases, contraception, exercise, and personal health care;
 - f. Educational programs, events and speakers to share experiences of women from various ethnic, racial and socio-economic backgrounds;
 - g. Skills to build responsible sexual decision making and communicating personal limits; and,
 - h. Parenting education, when appropriate.
- 2. <u>Male-Specific Services:</u> Gender-specific programming for boys refers to program components and services that comprehensively address the special needs of adolescent boys. Programming shall foster positive gender identity development, recognize the risk factors and issues most likely to impact males and the protective factors and skill competencies that can deter future delinquency. Programming shall include such issues as:
 - a. Learning to deal with anger in socially responsible ways;
 - b. Responsible parenting/fatherhood/teen parenting;
 - c. Learning to deal with peer pressure;

- d. Appropriately expressing emotions;
- e. Appropriate dating behaviors and respecting women's sexual rights;
- f. Domestic violence education/prevention;
- g. Learning to deal with authority figures;
- h. Referrals for or provision of mental health and substance abuse treatment services that address boys' issues, such as (but not limited to) addiction or substance abuse prevention, impulse control disorders, post-traumatic stress disorder and trauma relating to physical or sexual abuse, neglect, or domestic violence:
- i. Contraception and sexually transmitted disease prevention; and
- j. Adolescent male development.

J. Minority Services

The Respondent's program shall include the identification of minority services to youth in a manner that addresses the factors that impact disproportionate minority contact with the juvenile justice system. The program shall be provided in a manner that fosters positive identity development, recognizes the risk factors and issues most likely to impact minority youth and the protective factors and skill competencies that can deter future delinquency. Programming shall be culturally sensitive and include events that recognize the contributions of people from various ethnic, racial and socio-economic backgrounds and include a plan to review its data related to releases, extensions of length of stay, transfer requests, and violations of supervision, and its policies and practices related to these areas to ensure that minority overrepresentation does not unnecessarily occur as a part of the community-based intervention program.

K. <u>Evidence-Based Program</u>

The Respondent shall provide the ARISE Life Skills for At-Risk Youth, for those youth identified as moderate-high or high-risk and any other youth identified by the Respondent as in need of these services.

III. YOUTH TO BE SERVED

A. General Description of Youth to be Served

The Respondent's program shall serve male and female youth, seventeen (17) years of age and under, who reside in circuits 1, 2, 3, 4, 7, 14, 15, and 19 specifically Bay, Calhoun, Clay, Columbia, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gulf, Hamilton, Holmes, Indian River, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Martin, Nassau, Okaloosa, Okeechobee, Palm Beach, Putnam, St. Johns, St. Lucie, Santa Rosa, Suwannee, Taylor, Volusia, Wakulla, Walton, and Washington counties. Only youth referred by the Department or State Attorney's Office in the judicial circuit in which services are to be provided shall be admitted to the JDAP.

B. <u>Youth Eligibility</u>

Eligibility criteria shall include, but not be limited to: youth who have been charged with a first-time misdemeanor, up to two subsequent misdemeanors or first time non-violent third-degree felony. The Respondent shall provide services to all youth who meet the eligibility criteria for diversion upon referral to the JDAP.

C. Youth Referrals

- 1. The Respondent shall establish a process for receiving referrals and forwarding documentation to the Department, which shall include notification when the JDAP is at capacity, when an available slot is anticipated, the person responsible, and the time frames and method to communicate this information.
- 2. The Department and State Attorney's Office in each judicial circuit shall provide referrals to the Respondent. A referral will include the youth's basic demographic information, arrest information, and other documents, which may vary from area to area based on what the State Attorney's Office will provide. The typical Department referral packet will not be provided if referred youth are not in the custody of the Department. The method of referrals shall be either hard copy or electronic (e-mail is acceptable).
- 3. Time frames for acceptance/rejection/contact and placement in JJIS:
 - a. If the Respondent determines a referred youth is appropriate for services and as long as space is available, within two business days of receipt of the referral, the

- Respondent shall notify the Department (email is acceptable), that the youth is appropriate for JDAP services.
- b. After the Respondent notifies the Department, the Respondent has two business days to make initial contact with the youth and/or parent(s)/guardian(s) to schedule the face-to-face contact.
- c. After the Respondent makes initial contact with the youth, the Respondent has an additional three business days to conduct the face-to-face interview with the youth and parent(s)/guardian(s) to have them consent to participation which shall be evidenced by the signature of the youth and parent(s)/guardian(s) on the participation agreement as set forth in the Monitoring and Quality Improvement Standards for the JDAP Standard 2.02. Regardless of when initial contact takes place, the face-to-face contact shall occur within seven business days upon receipt of referral.
- d. After the participation agreement is signed by the youth and parent(s/guardian(s), the Respondent shall place the youth in the Youth-Facility module of the JJIS.
- e. If the Respondent determines a referred youth is not appropriate for services, the Respondent shall contact (e-mail acceptable) the local Chief Probation Officer (CPO) or designee to discuss the referral within three business days of the referral. The Department's CPO or designee will review all declined referrals and handle any disputes on the appropriateness of the referral to the Respondent. The Department has final decision regarding disputed referrals.
- 4. If the Department determines admissions to the program must be suspended due to safety, security, staffing or other programming concerns, the Department will notify the Respondent, in writing, of the suspension of admissions.

D. Youth's Release Determination

- 1. The determination that a youth is ready to be released from the JDAP shall be based on the youth's performance in the JDAP, level of progress, and assessment of threat to the community supported by documentation contained in the youth's program case file (see Attachment I, Section IV., A., 9., Collaboration, below).
- 2. Youth may not continue in the JDAP solely due to restitution owed. Successful completion shall be sought for youth in substantial compliance with restitution payments and it should be recommended that any remaining restitution be handled in accordance with local agreement.
- 3. Upon release/discharge from the JDAP, the Respondent shall enter release data in the JJIS Youth Release module and the youth's JPO shall be notified via email or in writing that the youth has successfully completed the JDAP and has been released.

E. <u>Limits on Youth to be Served</u>

- 1. The Respondent shall only be paid for services rendered to youth admitted for services that were referred by the Department or State Attorney's Office, and only after the Department has been notified of the youth's admission to the JDAP.
- 2. Typically, the standard length of time for youth participation in the JDAP shall be two to four months (120 calendar days); however, the length of services to a youth shall be based on the individualized needs assessment (CAT) and service planning.
 - a. Any requests for extension of service beyond 120 calendar days shall be made in writing by the Respondent to the CPO in the respective Circuit fourteen (14) calendar days before the 120th day of JDAP participation eligibility expires. The request to extend shall include the reason and length of the proposed extension.
 - b. The CPO will have five business days to respond in writing to the Respondent. The length of an extension will be determined on a case-by-case basis.

IV. SERVICES TO BE PROVIDED

A. Service Tasks

The following minimum service tasks must be delivered as part of any JDAP and must be provided to all youth. At a minimum, the Respondent shall provide the following tasks:

1. JDAP Admission/Orientation

- a. Admission to the JDAP for services shall be documented through the signature of the youth and his/her parent(s)/guardian(s) on a JDAP participation agreement(s) denoting their understanding of the expectations of the program (which shall be maintained in the youth's program case file).
- b. Upon admission of the youth to the JDAP, the Respondent shall ensure all youth and his/her parent(s)/guardian(s) receive an orientation. Elements of a JDAP orientation include but are not limited to: signed consent for services/information release from the youth and family, the delivery of handbook or brochure detailing JDAP goals, expectations of the youth and his/her family, proposed hours and location of services, and emergency contact information.
- c. Youth who fail to complete the intake process shall be terminated through administrative closure.
- d. The Respondent shall ensure a youth's program case file is developed for each JDAP participant, to include a signed consent, the youth's ISP, program expectation, supervision contacts, case notes, discharge information and other documentation as outlined herein.

2. <u>CAT Assessment</u>

- a. The Respondent shall ensure each youth is assigned a Case Manager and shall conduct a CAT Full Assessment on all youth within fourteen (14) calendar days of the date of the Department's or State Attorney's Office referral. The CAT Assessment shall document pre- and post-testing.
- b. Once the youth has been admitted to the JDAP, the assigned Case Manager will conduct an interview to complete the CAT Full Assessment. The results of the CAT will outline the risk and needs of the child and will assist in service planning. The "CAT Risk Report" must be viewed to determine if any of the following domains have Moderate-High or High-risk scores:
 - 1) School:
 - 2) Use of Free Time;
 - 3) Employment;
 - 4) Relationships;
 - 5) Family;
 - 6) Alcohol and Drugs;
 - 7) Attitudes and Behaviors;
 - 8) Aggression; and,
 - 9) Skills.
- c. For youth with no moderate-high or high-risk domains, individualized services planning should be focused on a sixty (60) to ninety (90) day schedule for completion of the JDAP to include sanctions and restitutions. These youth should not need a delinquency intervention as part of their case plan.
- d. For youth with one or more moderate-high or high-risk domains, individualized service planning should be focused on a ninety (90) to 120-day schedule for completion of the JDAP that addresses identified service needs, including sanctions and restitution. These youth shall have a delinquency intervention addressing their criminogenic needs as part of their ISP.
- e. Within ten calendar days of the initial CAT, the Respondent's Case Manager shall refer the youth with identified needs to the identified outside service provider(s). The Respondent's Case Manager shall make contact with the service provider within thirty (30) calendar days of the referral to ensure the initiation of services. The Respondent's Case Manager shall make contact with the service provider monthly to determine youth participation and progress until completion of services.

3. Individualized Service Planning

a. The Respondent shall, within twenty-one (21) calendar days from admission, develop an ISP for the youth. Service planning includes meeting with the youth and family to allow their input and preferences and negotiating the terms and

- conditions of the ISP. This meeting shall occur face-to-face. The ISP shall address identified needs and must contain clear actions that state who, what, and how frequently services and other action items shall occur.
- b. The Case Manager's supervisor shall conduct reviews every thirty (30) calendar days of the youth's program case file to provide guidance and make recommendations regarding the youth's progress toward program completion and the Case Manager's effort in monitoring the youth's ISP. These reviews shall be documented in the JJIS Case Notebook Module by using the Supervisory Review function.
- c. The Respondent shall update the ISP for each youth monthly, prior to the monthly face-to-face contact with the youth and parent(s)/guardian(s).

4. Case Management

- a. The Respondent shall provide case management services which include arrangement for, referral to, and coordination of community services and resources based on individual youth and family needs; and transportation of youth when necessary and appropriate, to services, treatment appointments, and JDAP sponsored activities included in the youth's ISP.
- b. The Respondent's Case Manager shall monitor the youth's goals and objectives in meeting sanctions, as set forth in the ISP, that are used to measure required progress during participation in the program.
- c. The Respondent's staffing shall not exceed a maximum of twenty-five (25) youth per Case Manager.
- d. The Respondent's Case Manager shall monitor youth school attendance, grades, and disciplinary status monthly via email, telephonic, or face-to-face with a school official, prior to the monthly face-to-face contact with youth and parent(s)/quardian(s).

Education

- a. During communication with the youth, the Respondent's Case Manager shall place a major emphasis on education to the youth.
- b. The Respondent's Case Manager shall identify problems the youth may be experiencing in school, with particular attention given to reducing truancy.
- c. The Respondent's Case Manager shall monitor school attendance and make contact with school personnel, as needed.

6. Supervision/Contacts

- a. The Respondent's JDAP shall require contacts for each youth admitted to the program that ensures advancement through the program and assistance in meeting the goals and sanctions contained in his/her ISP.
- b. Face-to-face contact is made, at a minimum, of once per month with the youth and family by the youth's assigned Case Manager. Family engagement is of critical importance throughout the JDAP duration. Contact requirements for each youth admitted to the JDAP shall be based on the youth needs as identified and the goals and requirements established in the ISP.
- c. The progress of each youth shall be monitored based on the requirements of the ISP, with documentation maintained in the youth's electronic case file with case notes and progress entered into the JJIS Case Notebook Module as activities occur.

Referrals for Outside Services

- a. Respondent staff will ensure that any needed outside referrals for services (e.g. mental health or substance abuse treatment or delinquency interventions) are made to address the needs of the youth and family. Referrals may include, but not be limited to, counseling, drug rehabilitation, and parenting classes.
- b. The Respondent shall provide follow-up and monitoring for all outside referrals to ensure youth referrals for services in the community needed to complete the youth's ISP are carried out. Once a month, the Respondent shall make a collateral contact with any and all service providers to which a youth was referred as part of their ISP.

- c. The Respondent is not required to provide mental health or substance abuse treatment services. The Respondent is required to ensure the provision of individual, group and family mental health counseling which addresses the youth's individualized needs and risks, and/or need for substance abuse treatment, as identified in the ISP.
- d. If identified services are obtained through community resources, the Respondent is encouraged to obtain services utilizing available community resources or utilize the youth/family's private insurance or coverage through Medicaid to cover such expenses. If a youth/family is unable to meet expenses required for referred services and there are no available community funding resources, the Respondent shall contact the CPO to determine if the Department has other services available to meet the youth's specific assessed needs.

8. Sanctions/Community Service/Restitution

- a. The Respondent shall assist JDAP youth with the completion of sanctions, community service and restitution, as identified in their ISP.
- b. The Respondent shall identify a location(s) for youth to complete required community service hours and verify the completion of those community service hours. Community service hours shall be completed consistent with the principles of the Balanced and Restorative Justice Approach.
- c. The Respondent shall ensure the collection of required restitution consistent with local procedures of the Clerk of the Court. A youth may not be kept in the JDAP solely for the purposes of restitution.
- d. The Respondent shall document completions of sanctions, community service and restitution in each youth's program electronic case file and program hard copy case file.

9. Collaboration

- a. The Respondent shall develop a cooperative working relationship with the State Attorney's Office of the judicial circuit where services are provided and other related social service agencies.
- b. The Respondent shall collaborate with other community-based agencies to identify community resources that can be used to meet the needs of the youth and families referred to the program.

10. Release from JDAP

- a. The Respondent shall complete the CAT Full Assessment no more than fortyeight (48) hours prior to the request to the Department for case closure and
 discharge. No other reassessments during program participation are required.
 The Respondent shall also provide aftercare service recommendations for each
 youth discharged from the program utilizing the JDAP Closure Summary form.
 These releases shall be entered under the Youth Placement Facility Module in
 the JJIS within three calendar days of the JDAP discharge.
- b. Releases from the JDAP shall occur for youth who have successfully completed each service and sanction requirement detailed in the ISP using "Program Completion."
- c. Other Releases from the JDAP as defined in the JJIS shall occur as follows:
 - Improper Referral-Referred to State Attorney: Youth who move from the service area or ordered by the Office of the State Attorney to return the case for judicial processing shall be released from the JDAP under "Improper Referral Referred to State Attorney." This discharge requires that the JDAP immediately notify the Department's Circuit JPO, Circuit JPO Supervisor, and Office of the State Attorney in writing, (emails acceptable). This release reason would not be considered unsuccessful.
 - 2) New Charges-Referred to State Attorney: Youth who receive new charges during program service shall be released from the JDAP under "New Charges-Referred to State Attorney." This discharge requires that

- the JDAP immediately notify the Department's Circuit JPO, Circuit JPO Supervisor, and Office of the State Attorney in writing, (emails acceptable). This release reason would not be considered unsuccessful.
- 3) Non-compliance-Referred to State Attorney: Youth who fail to comply with service and sanction requirements including but not limited to: Not completing community service, not maintaining school attendance, not attending required counseling, and not responding to an effective response intervention shall be released from the JDAP in the JJIS under "Non-Compliance-Referred to State Attorney." This discharge requires that the JDAP immediately notify the Department's Circuit JPO, Circuit JPO Supervisor, and Office of the State Attorney, in writing, (emails acceptable). This release reason would be considered unsuccessful.
- 4) Family Refused Services-Referred to State Attorney: Youth who refuse services shall be released from the JDAP in the JJIS under "Family refused services-Referred to State Attorney." This discharge requires that the JDAP immediately notify the Department's Circuit JPO, Circuit JPO Supervisor, and Office of the State Attorney, in writing (emails acceptable). This release reason would not be considered unsuccessful.
- 5) Unable to Locate-Referred to State Attorney: Youth who are unable to be located shall be released from the JDAP in the JJIS under "Unable to Locate-Referred to State Attorney." This discharge requires that the JDAP immediately notify the Department's Circuit JPO, Circuit JPO Supervisor, and Office of the State Attorney, in writing (emails acceptable). This release reason would not be considered unsuccessful.

d. Discharge Definitions

- Successful Discharges: This designation shall be used by the Respondent for youth who have successfully completed each service and sanction requirement detailed in the ISP.
- 2) Unsuccessful Discharges: This designation shall be used by the Respondent for any discharge that is used when a youth does not complete each service and sanction.

11. Case Files, Records and Documentation

- a. The Respondent shall, upon admission to the JDAP, develop a case file for each youth, to include signed consent/participation agreement, the youth's service/case plan, case notes, and release information.
- b. The Respondent's staff shall document all case activities, including face-to-face interaction and telephone contact with the youth, parent(s)/guardian(s), and providers, and review of written or verbal reports from collateral sources, such as educational institutions, employers, counselors, electronic databases, etc.
- c. Case notes shall demonstrate compliance (or non-compliance) with youth, parent(s)/guardian(s), and staff action steps contained in the ISP. Staff shall respond to non-compliance in a manner that is consistent with the Department's Effective Response Plan.
- d. At the time of a youth's discharge from the JDAP program, the Respondent shall upload the diversion case management file for diversion youth into the JJIS document library in the "Miscellaneous Documents" folder.

12. JJIS and Data Requirements

The Respondent shall ensure the following tasks for JJIS and data collection requirements are met throughout the term of the resulting Contract.

a. The Respondent and subcontracted service providers shall utilize the JJIS for data entry, including case notes, and shall monitor accuracy at all times.

- b. The Youth Placement-Facility module shall be utilized to handle all referral acceptance, rejection, and placement. Referrals made by the Department or State Attorney's Office must be reviewed and either accepted within two business days or rejected within three business days of referral. Placements shall be documented in JJIS within five business days of initial face-to-face contact with the youth.
- c. The Youth Release module in JJIS shall be used to complete all releases and is an up-to-date census for all youth currently being served. All JDAP youth receiving services from the Respondent must appear on the Youth Release module listing. Youth must be entered as "released" from the services in JJIS within twenty-four (24) hours of program discharge/release.
- d. The Respondent shall keep their own reports on all referrals (both accepted and rejected), placements (admissions), and releases with dates and reasons notated for each youth.
- e. Within JJIS, staff verification data shall be maintained by the Respondent utilizing the Staff Verification System (SVS) module.
- f. At a minimum, the following data shall be collected and reported in JJIS throughout the term of the resulting Contract:
 - Date of youth admission for service, and date of discharge/release;
 - 2) Release reason for each youth admitted;
 - The Respondent shall be responsible for the accuracy of the information input into JJIS. This responsibility is based on the Department's capability to provide access and utilization to the Respondent;
 - 4) The Respondent shall designate a lead staff person responsible for ensuring JJIS data entry, including admission and release dates. This staff person shall also be the main contact for the Department's Data Integrity Officer (DIO) and the Office of Program Accountability;
 - 5) The Respondent shall complete all required forms and training required prior to being given access to the JJIS.
 - 6) The Respondent shall notify the DIO and the Department's Contract Manager of any staff separations that have JJIS access within twenty-four (24) hours so access to JJIS can be terminated.
 - 7) The Respondent shall comply with all training standards for minimum data entry requirements and JJIS business rules for applicable program types such as Critical and Special Alerts training.
 - 8) All required forms and business rules are located at: http://www.djj.state.fl.us/partners/data-integrity-jjis.

B. <u>Service Limits</u>

All diversion services shall be designed and provided in a manner consistent with applicable federal and state laws, rules and regulations, Rule 63D, F.A.C., and Probation and Community Intervention policies.

C. <u>Staffing/Personnel</u>

The Respondent and all personnel provided under the resulting Contract, whether performance is as a Respondent, subcontractor, or any employee, agent or representative of the Respondent or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Respondent shall provide copies of all current licenses or certificates required for the delivery of services under the resulting Contract, to the Department's Contract Manager, prior to the delivery of services.

1. Staffing Levels/Staffing Plan

The Respondent shall ensure the constant presence of qualified staff to provide the services required under the resulting Contract. Staffing shall not exceed a maximum of twenty-five (25) youth per Case Manager at any given time. The Respondent shall submit a plan indicating the staff levels at the Full Time Equivalent (FTE) indicator for each Circuit as identified in this RFP. The final Staffing Plan will be included as an

exhibit to the Contract resulting from this RFP. Changes to the Staffing Plan may be done upon written request to and approval from the Department's Contract Manager, with a copy to the Regional Director of Probation and shall be updated by an Amendment to the resulting Contract.

- a. The Respondent shall provide an additional 4.75 full time clinical counselors/therapists to the required staffing. The Respondent will have flexibility of adjusting the additional clinical counselors/therapists by service location, based on identified needs of youth.
- b. In addition, the Respondent shall maintain a plan for recruitment and retention of staff, and maintaining staffing level ratios, that specifically address the handling of vacancies and absences. Staff shall be culturally diverse and, to the extent necessary, there shall be bilingual staff available and able to meet the unique cultural and gender specific needs of program participants.

2. Staffing Changes

Changes to the number of Key Personnel and staffing levels as set forth on the approved Staffing Plan in the resulting Contract are not authorized unless approved in writing by the Department's Contract Manager and CPO/designee.

3. Minimum Staff Qualifications

The following minimum qualification requirements for staff must be met. Resumes/Curriculum Vitae's shall be maintained in each individual employee's personnel file, along with the individual's job description and training documentation.

a. Direct Care Staff

All Direct Care Staff shall be at least twenty-one (21) years of age and possess sufficient education and aptitude to pass the Department's required training programs. Documentation of compliance with these requirements shall be maintained in the employee's personnel file. All staff providing gender-specific services shall be hired based on their interest and experience working with boys/girls and their knowledge of male/female specific development issues.

b. Case Managers

Case Managers, or similarly titled staff, shall possess a Bachelor's degree, or an Associate's degree with two years of experience working with youth or four years of experience working with youth. A combination of education and appropriate experience shall meet this qualification. Degrees must be conferred from an accredited college or university. Documentation of compliance with these requirements shall be maintained in the employee's personnel file. At a minimum, the Department requires staff performing case management duties to successfully complete training necessary to perform their assigned duties prior to assuming caseload duties.

c. Program Director

The Program Director must possess, at a minimum, a Bachelor's degree from an accredited college or university. Equivalent experience working with youth may be substituted on a year-for-year basis, subject to the approval of the Department's Regional Director of Probation, with input from the CPO and notification to the Assistant Secretary for Probation and Community Intervention. The Program Director shall have a minimum of one year of supervisory/management experience.

- 4. Clinical Staff Requirements (if Contracted or Employed by Respondent)
 - a. Mental Health Clinical Staff Qualifications
 - 1) Licensed Mental Health Professionals

A psychiatrist licensed under chapter 458 or 459, F.S., psychologist licensed under chapter 490, F.S., mental health counselor, clinical social worker or marriage and family therapist licensed under chapter 491, F.S., or psychiatric nurse as defined in section 394.455(23), F.S.

2) Non-Licensed Mental Health Clinical Staff

A mental health clinical staff person, if not otherwise licensed, shall have, at a minimum, a Master's Degree from an accredited university or

college with a major in psychology, social work, counseling or a related human services field. Related human services field is one in which major course work includes the study of human behavior and development, counseling and interviewing techniques, and individual, group or family therapy.

- 3) A non-licensed mental health clinical staff person providing mental health services in the program must meet the following qualifications:
 - Hold a Master's Degree from an accredited university or college in the field of psychology, social work, counseling, or related human services field.
 - b) The non-licensed mental health clinical staff person must work under the direct supervision of a licensed mental health professional.
 - c) Direct supervision means that the licensed mental health professional has at least one hour per week of on-site face-toface interaction with the non-licensed mental health clinical staff person for the purpose of overseeing and directing (as permitted by law within his/her State of Florida licensure) the mental health services that the non-licensed mental health clinical staff person is providing in the facility.
 - d) The licensed mental health professional must assure that mental health clinical staff (whether licensed or non-licensed) working under their direct supervision is performing services that they are qualified to provide based on education, training and experience.

b. Substance Abuse Clinical Staff Qualifications

- Substance abuse services for youth with a substance use disorder must be provided in accordance with Rule 65D-30.003 F.A.C., and any one of the three conditions described below.
 - a) The services must be provided in a facility that is licensed under chapter 397, F.S., for the appropriate licensable service component as defined in subsection 65D-30.002(16), F.A.C.
 - b) The services must be provided by employees of a service provider licensed under chapter 397, F.S.
 - c) The services must be provided by an individual who is an independent contractor who is licensed under chapters 458, 459, 490, or 491, F.S.

Thus, substance abuse services must be provided by employees of a service provider licensed under chapter 397, F.S., or by a qualified professional licensed under chapter 458, 459, 490 or 491, F.S., (a physician licensed pursuant to chapter 458 or 459, F.S.; a psychologist licensed pursuant to chapter 490, F.S.; or a mental health counselor, clinical social worker or marriage and family therapist licensed pursuant to chapter 491, F.S.), [as specified in condition (c) or (d) of Rule 65D-30.003(15), F.A.C.]

A non-licensed substance abuse clinical staff person may provide substance abuse services in a Department program only as an employee of a service provider licensed under chapter 397, F.S., or a facility licensed under chapter 397, F.S. The non-licensed substance abuse clinical staff person must hold a Bachelor's Degree from an accredited university or college with a major in psychology, social work, counseling or related human services field and meet the training requirements provided in Rule 65D-30, F.A.C., and work under the direct supervision of a qualified professional under, section 397.311, F.S. Direct supervision means that the qualified professional under section 397.311, F.S., has at least one hour per week of on-site face-to-

face interaction with the non-licensed substance abuse clinical staff person for the purpose of overseeing and directing the substance abuse services that the non-licensed substance abuse clinical staff person is providing in the facility.

Staff Training

a. <u>Training Plan</u>

The Respondent shall provide a training plan to incorporate, at a minimum, preservice and in-service training as outlined in Rule 63H, F.A.C. Training plans shall be approved by the Department's Staff Development & Training (SD&T) office to ensure compliance with Rule 63H, F.A.C. If applicable, the plan should also include any specialized training outlined in the resulting Contract. A plan must be submitted to the Department's Contract Manager at the onset of the resulting Contract as well as annually each January. The Respondent shall use the Department's Training Plan template to develop its plan. A copy of the template can be found at http://www.djj.state.fl.us/partners/contract-management.

b. <u>Direct Care Staff Training</u>

- This is considered a non-residential contracted program under the Direct Care Staff Rule. All Respondent direct care staff shall receive training consistent with the Department's Direct Care Staff Training Rule 63H-2.001-.008, F.A.C., prior to having supervisory responsibility for Department youth, and complete in-service training requirements. Training shall be specific to the functions and responsibilities of each staff member. Training must be provided by qualified personnel for the specific topic.
- 2) In addition, the Respondent shall ensure staff successfully complete training requirements as detailed in FDJJ 1520, Employee Training Procedures; Rule 63H-1.001-.016, F.A.C., pertaining to Chapters 63D-9 and 63D-10, F.A.C., pertaining to FDJJ 1205, Provider Access to the JJIS and JJIS Data Procedures, and the State's SVS, pursuant to the Department's directive (October 31, 2005). Note: At least one individual on the Respondent's staff shall be trained in the following JJIS components: SVS, Program Management and Monitoring (PMM) and the Department's Learning Management System (SkillPro) to ensure all data requirements are maintained.

c. Motivational Interviewing (MI) (two days)

- 1) All staff having direct contact with youth shall complete MI training prior to CAT training.
- A Respondent may conduct their own MI training, as long as they have a Department-approved Qualified Trainer who follows the training protocol/trainer agreement issued by the Department and the trainer meets Qualified Trainer qualifications. Documentation of MI Training shall be maintained for each employee.
- 3) MI training is provided by the Department at a variety of locations across the state and enrollment shall be coordinated with the Department.

d. <u>Department Learning Management System (LMS) Training Requirements (Web-Based On-Line Training)</u>

All staff must complete available training in the Department LMS and shall document training provided. The Respondent is required to utilize the LMS for tracking training provided through the on-line LMS, if the training topic is available. Note: If a course topic is not available in the Department LMS, then the Respondent's training may be utilized and documentation of such training shall be maintained and provided upon request to the Department. System requirements to access SkillPro are available on the Department's website.

e. <u>Training Costs</u>

The Respondent is responsible for all training costs associated with the resulting Contract. Respondent staff training shall be accomplished in accordance with the requirements contained herein and shall be coordinated with the Department. Any training to be provided by the Department shall be coordinated with the Department's Probation Program Operations staff.

6. Respondent Staff Documentation

All staff delivering services to Department youth must have in his/her personnel file, maintained by the Respondent, the following:

- Documentation demonstrating successful completion of Department required training, documentation of required training for the delinquency intervention to be provided;
- b. Documentation of a background screening conducted by the Department's Office of the Inspector General:
- c. Documentation of the minimum education and professional qualifications for the applicable position;
- d. Documentation of the completion of minimum training topics, with the number of hours earned, shall be maintained in each employee's personnel file and updated on an annual basis; and,
- e. Copies of such documentation shall be provided upon request of the Department's Contract Manager or Monitor.

7. Staff/Subcontractor Background Checks

- a. The Respondent shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Respondent shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, F.S., and the Department's background screening policy. Failure to comply with the Department's background screening requirements may result in termination of the resulting Contract.
- b. In lieu of background screening, law enforcement and security agencies shall complete on an annual basis Form IG/BSU-009-Affidavit of Compliance with Level 2 Screening Standards for Law Enforcement Personnel. This document certifies that all law enforcement officers, security officers and non-certified/unsworn personnel that are employed by the law enforcement or security agency and providing services in a Department or Respondent facility or program, successfully completed an employment background screening that meets Level 2 screening standards, as outlined in chapter 435, F.S., and the screening was completed prior to entering a Department or Respondent facility or program.
- c. A background screening shall be completed in accordance with the Department's Background Screening Policy and Procedures (FDJJ 1800, Effective Revised 1/30/18 on all newly hired staff providing direct care to youth and provided to the Department's Contract Manager prior to the initiation of employment to provide services under the resulting Contract.
- d. The Respondent shall ensure staff obtain the required five-year background rescreening every five years from the date of their approval to work at the facility in accordance with the Department's statewide procedure. Five-year rescreenings shall not be completed more than twelve (12) months prior to the original screening approval date. Results of re-screenings shall be provided to the Department's Contract Manager.
- e. The Respondent shall notify the Department's Background Screening Unit when their employee or subcontractor employees are no longer providing services under the resulting Contract.

V. SERVICE LOCATIONS AND TIMES

A. Service Locations

- 1. JDAP services shall be provided in a Respondent-owned or leased facility and other service locations (as deemed necessary to facilitate delivery of services to youth) within circuits 1, 2, 3, 4, 7, 14, 15, and 19 specifically Bay, Calhoun, Clay, Columbia, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gulf, Hamilton, Holmes, Indian River, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Martin, Nassau, Okaloosa, Okeechobee, Palm Beach, Putnam, St. Johns, St. Lucie, Santa Rosa, Suwannee, Taylor, Volusia, Wakulla, Walton, and Washington counties.
- The Respondent shall have an administrative office located within the North Region, (unless requested and approved in writing by the Department's Contract Manager). Service delivery locations are to be located in circuits 1, 2, 3, 4, 7, 14, 15, and 19 specifically Bay, Calhoun, Clay, Columbia, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gulf, Hamilton, Holmes, Indian River, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Martin, Nassau, Okaloosa, Okeechobee, Palm Beach, Putnam, St. Johns, St. Lucie, Santa Rosa, Suwannee, Taylor, Volusia, Wakulla, Walton, and Washington counties. The Respondent shall have a minimum of one JDAP site per circuit.
- 3. The final program service addresses shall be provided to the Department's Contract Manager in the form of an updated list of service locations, per circuit, within ten days of the start of program services. A copy shall be sent to the Bureau of Procurement & Contract Administration (BPCA) for the resulting Contract file.
- 4. At the service delivery locations, youths' program case files will be securely maintained and made available upon request to Department staff or auditors.

B. Service Times

Services to youth and families and supervision services shall be provided 313 days a year and be made available beyond traditional business days and hours. Traditional business days and hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., EST/CST, excluding State holidays.

C. Changes to Service Locations/Times

The Respondent shall submit a request for written (email is acceptable) approval prior to any changes to the location of services or times for service delivery to the Department's Contract Manager. Approval must be obtained in writing (email is acceptable) from the Department's Contract Manager, prior to any such changes. The changes to locations or service times shall be finalized through a Contract amendment. The Respondent must consult with the Department prior to the relocation or closing of the program location.

D. Property

No property furnished or purchased with Contract funds is required for the delivery of services defined under the terms of the resulting Contract.

E. Facility Standards, Department Property, Maintenance and Repair

Any facilities utilized by the Respondent to provide JDAP services shall be a Respondent-owned or leased facility. The Respondent shall comply with standards required by fire and health authorities. The Respondent shall ensure that all buildings and grounds, equipment and furnishings are maintained in a manner that provides a safe, sanitary and comfortable environment for youth, visitors and employees.

VI. DELIVERABLES

The Respondent shall submit an invoice with sufficient documentation to fully justify payment for services delivered. Failure by the Respondent to promptly report and document deliverables as required may result in a reduction in the respective invoice. In months where the Respondent did not complete services, an invoice is not required.

A. Service Unit/Deliverables

The Department will pay the Respondent for one or more service units delivered in accordance with Attachment I, Section IV., A., Service Tasks. The quantity and frequency of the service tasks may vary as outlined in Attachment I, Section IV., A., Service Tasks. The service units to be delivered under the resulting Contract are available slots. The Respondent shall make the contracted number of available slots continuously available throughout the term of the resulting Contract. A slot is defined as "available" only if the Respondent could accept a youth for

admission to the program and the program is fully staffed as required to provide services within forty-eight (48) hours.

VI. REPORTS

- A. The Department will require progress or performance reports throughout the term of the resulting Contract. The Respondent shall complete reports as required to become eligible for payment.
- B. The following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

Respondent	Department
Name: TBD	Name: TBD
Address	Address
City, State Zip Code	City, State Zip Code
Telephone Number	Telephone Number
Email Address	Email Address

C. After execution of the resulting Contract, any changes in the information contained in this section will be provided to the other party in writing, shall be sent by United States Postal Service or other delivery service with proof of delivery, and a copy of the written notification shall be maintained in the official Contract record. All notices required by the resulting Contract or other communication regarding the resulting Contract shall be sent by United States Postal Service or other delivery service with proof of delivery.

1. <u>Invoice</u>

A properly prepared invoice shall be submitted directly to the Department's Contract Manager within thirty (30) calendar days following the end of the month in which services were rendered. Payment of the invoice shall be pursuant to section 215.422, F.S. and any interest due shall be paid pursuant to section 55.03(1), F.S. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Respondent is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.

- a. The Respondent shall submit a monthly invoice accompanied by the Youth Census Report, with sufficient documentation to fully justify payment for the number of days for available slots. The Respondent shall report, in accordance with Department policy, all youth admissions, releases and inactive status. Failure by the Respondent to promptly report may result in a reduction in the monthly invoice.
- b. The Respondent shall not receive payment for services rendered prior to the execution date or after the termination date of the resulting Contract.
- c. Invoices for amounts due under the resulting Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- Documentation of service delivery shall be in accordance with Attachment I, Section VI.. Deliverables.

2. Youth Census Report

A complete list of youth who were provided services required under the terms and conditions of the resulting Contract during the service period detailed on the invoice shall be furnished. The Youth Census Report is to be submitted with the monthly invoice. At a minimum, the Youth Census Report shall include the youth's last name and initial of first name, juvenile justice identification number, and indicate the dates that the youth was active. Prior to the submission of the monthly Youth Census Report, the Respondent shall confirm the accuracy of youth census data in JJIS.

3. Monthly Revenue and Costs Report

a. The Respondent shall submit a detailed Monthly Revenue and Costs Report of all revenues and costs of Department Contract funds, which shall be submitted within thirty (30) calendar days following the end of the month in which services

were rendered. The Report shall include a detailed listing of revenues and costs by category (e.g. salary, travel, expenses, revenue, etc.). The Report shall include but not be limited to payee names, dates, amounts, and identifying check, document, or journal entry number. For staff salaries, the Monthly Revenue and Costs Report shall also include staff name, position title, and percentage of time charged to the Contract, or agree to the Staff Report that indicates the staff name, position title, and percentage of time charged to the Contract. A sample Report is provided at the following website: http://www.djj.state.fl.us/partners/forms-library/contracts.

- b. The Respondent shall maintain supporting documentation for all revenues and costs. The Respondent shall be required to submit supporting documentation for any and all revenues and/or costs within the timeframe mutually agreed upon between the Department and Respondent. Supporting documentation shall include, but not be limited to, copies of cashed checks, evidence of receipts, or bank statements, etc. The minimum requirements for the Salaries Category are a payroll register showing gross salary charges, fringe benefits, other deductions and net pay. When employees are paid on an hourly basis, documentation reflecting the number of hours worked multiplied by the hourly rate of pay will be acceptable and shall clearly reflect the dates the employee worked.
- c. The Monthly Revenue and Costs Report and any and all requested supporting documentation submitted later than the required due date shall result in a major monitoring deficiency until a properly completed Monthly Revenue and Costs Report with all its supporting documentation is received and accepted by the Department's Contract Manager.

4. Subcontract(s)

A copy of all subcontracted agreements entered into by the Respondent and a subcontractor for services required of the Respondent via the resulting Contract, shall be submitted to the Department in advance for review. A signed copy of the subcontract shall be provided to the Department's Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.

5. Organizational Chart

The Respondent's organizational chart shall be provided to the Department's Contract Manager upon execution of the resulting Contract, annually, and upon changes. The organizational chart will include the programmatic and administrative structure of the Respondent's organization.

6. Staff Vacancy Report

The Respondent shall provide a complete list of all vacant program positions required by the resulting Contract, and include the position title, position number, date of vacancy, and position description. The Respondent shall provide the Department's Contract Manager with an explanation for vacancies, which exceed sixty (60) calendar days. Services shall be provided to all Department youth by qualified Respondent staff regardless of whether a position(s) is vacant.

7. Staff Hiring Report

The Respondent shall provide to the Department's Contract Manager a complete list of staff hired to fill vacant positions to include their full legal name, the position title, position number, date of hire, date of background screening, and position description. If any position filled requires specific licensing, certification, or education as required in the resulting Contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report. The Respondent shall use the sample copy from the Department's website to see required data elements for the staff hire report submission or determine report format with the Department's Contract Manager. A sample copy can be found at http://www.dij.state.fl.us/partners/contract-management.

8. <u>Minority Business Enterprise (MBE) Utilization Report</u>
The Respondent shall submit to the Department's Contract Manager, along with each monthly invoice, the MBE Utilization Report listing all payments made for supplies and

services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.

9 Continuity of Operations Plan (COOP)

Prior to the delivery of service and annually, the Respondent shall submit a COOP to the Department's Contract Manager and CPO for review and approval. The COOP must provide for the continuity of contract services in the event of a manmade/natural disaster/emergency. The Department approved plan format can be found on the Department's website at http://www.djj.state.fl.us/partners/contract-management. Additional information can be found in FDJJ 1050, Continuity of Operations Plans.

10. Youth Unsuccessful Release Report

The Respondent shall furnish a written status report for each unsuccessful youth to the State Attorney's Office with a copy to the Circuit's CPO and the Department's Contract Manager. The Respondent shall include in the report any referrals for other services or any additional relevant information.

11. Training Plan

The Respondent shall provide to the Department's Contract Manager a training plan to incorporate at a minimum pre-service and in-service training as outlined in Rule 63H, F.A.C., at the onset of the resulting Contract as well as annually each January.

12. Ad Hoc Reports

The Respondent shall provide the Department ad hoc reporting of data collected upon request of the Department's Contract Manager or designee.

REPORT LIST	FREQUENCY	DUE DATE	DUE TO DEPARTMENT
Invoice	Monthly	Thirty (30) calendar days following the end of the month in which services were rendered	Contract Manager
Youth Census Report	Monthly	With the Invoice	Contract Manager
Monthly Revenue and Costs Report	Monthly	Within thirty (30) calendar days following the end of the month in which services were rendered	Contract Manager
Copy of Subcontracts	Upon Contract execution; prior to the delivery of services	Upon execution; prior to the delivery of services	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Upon Contract Execution; July 1 st ; and upon changes	Contract Manager
Staff Vacancy Report	Monthly	With the Invoice	Contract Manager
Staff Hiring Report	Monthly	With the Invoice	Contract Manager
CMBE Subcontracting Utilization Report	Monthly	With the Invoice	Contract Manager
Continuity of Operations Plan (COOP)	Prior to delivery of services and annually	Prior to delivery of services and July 1st	Contract Manager and Circuit CPO
Youth Unsuccessful Release Report	When a youth fails to comply with the required sanctions	Immediately	State Attorney's Office, Circuit CPO and Contract Manager

REPORT LIST	FREQUENCY	DUE DATE	DUE TO DEPARTMENT
Training Plan	Upon Contract execution and annually	Upon Contract execution and January 1st	Contract Manager
Ad Hoc Reporting	As requested	As requested	Contract Manager or Designee

D. Report Receipt and Documentation

The Respondent shall submit written reports with all required documentation within the time frames listed above to the correct individuals to become eligible for payment. Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Department's Contract Manager will approve or reject deliverables and reports.

VIII. PERFORMANCE OUTCOMES/OUTCOME EVALUATION

Listed below are the key Performance Measures/Outcomes with minimum standards of performance, deemed most crucial to the success of the overall desired service delivery. The Respondent shall ensure that the stated performance outcomes and minimum standards (level of performance) as set forth in the resulting Contract are met. Performance shall be measured annually, as appropriate, beginning the second month after which service has been fully implemented.

A. Performance Outcomes

The Respondent shall achieve the following performance outcomes throughout the term of the resulting Contract:

1. **GOAL**: 100% of youth released from the program will not receive Offense During Service (ODS).

MEASURE: This percentage is calculated by dividing the number of youths that did not receive ODS by the total number of youths released. ODS is defined as any new law offense that occurred during placement and resulted in adjudication or adjudication withheld. The Comprehensive Accountability Report (CAR) includes the percentage of youth that did received ODS, therefore this measure is the reverse of what is published in the CAR.

STANDARD: The percentage of youth released from the program that shall not receive ODS shall be at or above the last CAR of similarly classified services (greater or lesser depending on the measure).

2. **GOAL**: 100% of youth will not recidivate within one year of program completion.

MEASURE: This percentage is calculated by dividing the number of youths that did not recidivate by the total number of youths that completed program services. Recidivism is defined as an offense that occurs within twelve (12) months of program completion that results in an adjudication, adjudication withheld, or an adult conviction for any new violation of law. The CAR includes the percentage of program completions that did recidivate, so therefore this measure is the reverse of what is published in the CAR.

STANDARD: The percentage of youth that shall not recidivate within one year of program completion shall be at or above the last CAR of similarly classified services (greater or lesser depending on the measure)

B. Outcome Evaluation

- The Respondent, throughout the term of the resulting Contract, shall document compliance with required service tasks, performance, and provide documentation of such services for inspection upon request. The Respondent shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Respondent which are relevant to the resulting Contract and interview any clients and employees of the Respondent under such conditions as the Department deems appropriate.
- 2. The Department will conduct outcome evaluations and recidivism studies concentrating on the re-offending and re-adjudication of youth who complete the program.

3. These evaluations and studies will consider the content of the program, its components and the duration of the program. The results may be used in the rating of the program for its future funding

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ATTACHMENT II CIVIL CITATION SERVICES

I. GENERAL DESCRIPTION

A. <u>General Description</u>

In addition to JDAP services as per Attachment I, the Respondent shall also provide Civil Citation program services in circuits 1, 2, 3, 4, 7, 14, 15, and 19 specifically Bay, Calhoun, Clay, Columbia, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gulf, Hamilton, Holmes, Indian River, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Martin, Nassau, Okaloosa, Okeechobee, Palm Beach, Putnam, St. Johns, St. Lucie, Santa Rosa, Suwannee, Taylor, Volusia, Wakulla, Walton, and Washington counties as set forth in this Attachment II. Civil Citation services shall be provided to male and female youth twelve (12) years of age and under as well as youth who have high needs (e.g. victim of human trafficking, crossover youth being served by multiple entities, history of trauma, intellectually or emotionally challenged) who are issued a Civil Citation from Law Enforcement or referred by the State Attorney's Office or by existing Civil Citation programs.

B. <u>Service Description</u>

- Civil Citation program services shall be available to Civil Citation youth six days per week (313 days per year). The Respondent shall specify in writing to the Department's Contract Manager the hours Civil Citation program services will be available. These hours shall include hours beyond the normal 8:00 a.m. to 5:00 p.m., EST/CST, workday to ensure youth and families have appropriate access.
- 2. The Respondent shall deliver all services consistent with chapter 985, Florida Statutes (F.S.), and chapter 63D, Florida Administrative Code (F.A.C.).
- 3. The Respondent shall provide or arrange for the provision of all appropriate services as determined necessary for the youth as indicated by the Prevention Assessment Tool (PAT) process.
- 4. In addition, if the youth indicates a need for mental health/substance abuse services as determined by the PAT, the youth shall be referred for such services to resources in the community. The Respondent shall establish appropriate linkages with local service resources with the ability to provide services at a zero or reduced cost to the Civil Citation youth.
- 5. The Respondent shall also maintain a collaborative working relationship with the Office of the State Attorney in the Circuit and local Law Enforcement where Civil Citation services are offered and delivered to Civil Citation youth.

C. Authority for Specific Contracted Program Services

The authority to operate Civil Citation program services is granted to the Department in section 985.12, F.S., and 63D-10.002, F.A.C., which specifies the requirements and criteria governing alternative interventions used to divert low risk youth from formal judicial system involvement.

D. <u>Service Limits</u>

Civil Citation services shall be limited to youth issued a Civil Citation by Law Enforcement and/or the State Attorney's Office.

E. <u>Major Goal(s) of the Service</u>

The goal of the Civil Citation program is to provide case management services and delinquency intervention services which give misdemeanor offenders the opportunity to participate in intervention services at the earliest stage of delinquency, address a youth's behavior, and provide an alternative to arrest.

II. YOUTH TO BE SERVED

A. <u>General Description of Youth to be Served</u>

Youth referred to the Civil Citation program for services shall be offenders who have committed a misdemeanor offense and have been issued a Civil Citation by Law Enforcement or referred by the State Attorney's Office. Youth must admit to committing the alleged offense and have parental consent to participate in the Civil Citation program.

B. Youth Eligibility

Eligible youth are male and female youth twelve (12) years of age and under as well as youth who have high needs (e.g. a victim of human trafficking, crossover youth being served by multiple entities, history of trauma, intellectually or emotionally challenged) who are issued a Civil Citation from Law Enforcement or referred by the State Attorney's Office or referred by existing Civil Citation programs.

C. Youth Referrals

- Civil Citation youth may be referred by Law Enforcement through the issuance of a Civil Citation for a law violation and/or referred directly via the State Attorney's Office or existing Civil Citation programs.
- 2. **PRIORITY OF SERVICES**: The Respondent shall ensure the youth referred for JDAP services (as per Attachment I) are given priority for placement. Any vacant slot shall be filled, on a space available basis, by a youth referred for Civil Citation services. Youth shall not be discharged from the program to free a slot for a youth referred for JDAP.
- 3. The Respondent shall review referral information, determine if the program has capacity to serve the Civil Citation youth, and then accept or reject the youth's referral, by sending notice to the referring agency. The method of notice of acceptance/rejections of referral shall be either hard copy or electronic (e-mail is acceptable).
- 4. Upon acceptance of a referral by the Respondent, the Respondent shall place or verify the youth's information in the Prevention Web of the Juvenile Justice Information System (JJIS), indicating program placement for tracking of services and confirmation of youth census for payment purposes.
- 5. If the Respondent determines a referred youth rejects or elects not to participate, the Respondent shall reject the youth, close the youth's program case file in the Prevention Web, document information and retain in the youth's program case file and provide notification to the issuing Law Enforcement agency, the State Attorney's Office and the Department's Chief Probation Officer (CPO) in the Circuit where the Civil Citation was issued.

III. SERVICES TO BE PROVIDED

A. <u>Service Tasks</u>

The Respondent shall provide, at a minimum, the following services:

- 1. <u>Program Acceptance and Initial Face-to-Face</u>
 - a. Once it is determined that capacity is available, the Respondent shall accept the youth and a Case Manager shall be assigned to the youth within seven calendar days of receipt of the referral.
 - b. The Case Manager shall make face-to-face contact with the youth and parent(s)/guardian(s) within fourteen (14) working days of the receipt of the referral.
 - c. During the initial meeting, the Case Manager shall obtain the signature of the youth and parent(s)/guardian(s) on some type of participation agreement that denotes their understanding of the expectations regarding the Civil Citation program, willingness to participate, ability to comply with the requirements of the Civil Citation program, and understanding that failure to comply may result in processing of the youth through the formal criminal justice system via arrest and prosecution.
- 2. Assessment of Service Needs and Individual Service Planning
 - a. The Respondent shall, within forty-eight (48) hours of program admission, conduct or review the PAT to develop an Individualized Services Plan (ISP) for each youth. Individualized service planning includes allowing the youth and family to provide input on the youth's program participation requirements and scheduling of services. The ISP shall address identified needs and must contain clear action steps that

- state who, what, and how often services are required and what the youth must do to complete requirements. The ISP shall document how all requirements identified on the youth's assessment will be met, to include needed services, sanctions to be completed and restitution/community service, as applicable.
- b. The Respondent shall ensure that the youth's progress against the ISP is documented and retained on a weekly basis in the youth's program case file. The Respondent staff shall conduct monthly reviews (every thirty [30] days) of each youth's program case file to provide guidance and make recommendations regarding the youth's progress and efforts for completion of tasks required during the program participation period.

3. Case Management

- a. The Respondent shall provide case management services to all youth participating in Civil Citation program services.
- b. Case management duties include the review or provision of a PAT assessment and ISP.
- The Respondent shall provide trained staff to provide case management services.
- d. Case management services shall include arrangement for, referral to, and coordination of community services and resources based on individual youth and family needs.
- e. When necessary and appropriate, the Respondent shall arrange for and/or coordinate the youth's transportation to necessary services, treatment appointments, and program sponsored activities.
- f. Delivery of case management services shall include addressing all other tasks outlined in this section and shall occur as frequently as outlined, but at a minimum should be contacting youth weekly.
- g. The Respondent shall document all case management activities in the youth's program case file, including face-to-face interaction and telephone contact with the youth, parent(s)/guardian(s) and service providers, and review of written or verbal reports from collateral sources, such as educational institutions, employers, counselors, electronic data bases, etc. Case file notes shall demonstrate compliance or attempted compliance with the plan and sanctions in the Participation Agreement.
- h. All referrals to outside sources shall be documented and retained in the case file, with the date of referral and follow up notes ensuring the youth followed through with referrals.

Restitution

- a. The Respondent is responsible for conducting the oversight and documentation of the youth's required restitution to victims.
- b. The Respondent shall develop procedures to ensure youth meet all restitution requirements and ensure required restitution is collected and funds are forwarded consistent with locally approved procedures as established by the local stakeholders for collection and payment to the victim. A copy of the written procedures for youth restitution shall be provided to the Department Civil Citation Coordinator (email is acceptable).
- c. The youth's restitution payments and disbursements to the victim shall be documented and such documentation shall be retained in the youth's program case file.
- d. Community service hours shall be completed consistent with the principles of the Balanced and Restorative Justice Philosophy.

5. <u>Community Service</u>

a. The Respondent is responsible for conducting the oversight and documentation of the youth's required community service hours.

- b. The Respondent shall develop procedures to ensure youth meet all community service requirements and ensure required hours are collected with locally approved procedures. A copy of the written procedures shall be provided to the Department's Civil Citation Coordinator (email is acceptable).
- c. The Respondent shall provide/identify appropriate locations for youth to complete required community service hours and ensure youth participating in community service are appropriately supervised during the completion of community service hours. Community service hours shall be completed consistent with the principles of the Balanced and Restorative Justice Philosophy.
- d. Documentation of attendance of community service hours shall be retained in the youth's program case file.

6. Contact and Oversight

- a. The Respondent shall ensure case management staff conduct regular contact and provide oversight as required for Civil Citation youth.
- b. The Respondent shall require contacts for each youth admitted for Civil Citation services that promote advancement through the program and assistance in meeting the goals and sanctions contained in the youth's ISP.
- c. Contact requirements for each youth admitted to the program shall be based on the youth's needs as identified through the PAT assessment. At a minimum, the Respondent shall have face-to-face contact with the youth on a monthly basis to review progress and ensure completion of the ISP. In addition, the Respondent staff shall meet face-to-face with the youth and parent(s)/guardian(s) once per month to ensure ongoing parental support. Family engagement is of critical importance throughout the program duration.
- d. Contact with each youth shall be based on the ISP, and documentation shall be retained in the youth's program case file with notes and accounts as activities occur. Well-documented attempts to contact the youth and family may be accepted as contacts, with activity notes and signature of staff.

7. Mental Health and Substance Abuse Services

- a. Based on the needs of the youth indicated by the PAT assessment and set forth in the ISP, the Respondent shall ensure that any identified mental health and/or substance abuse services are obtained to address the needs of the youth and family.
- b. Respondent staff will ensure that any needed outside referrals for services (i.e. mental health and/or substance abuse treatment) are made to address the needs of the youth and family. The Respondent will propose a method of follow-up and monitoring for all outside referrals made as a result of program participation.
- c. The Respondent shall establish appropriate linkages with local service resources/Respondents with the ability to provide services at a reduced or zero cost. In addition, services shall be obtained through the use of Medicaid, if the youth is eligible, or by the family if individual insurance is available. In the event the youth has no ability to pay for referred services for mental health and/or substance abuse, the Respondent shall contact the CPO, who will determine mental health and/or substance abuse services availability and make the referral if appropriate.
- d. Additional Mental Health/Substance Abuse Requirements:
 - The Respondent must provide or arrange for youth who exhibit symptoms or behaviors which indicate the need for crisis intervention or emergency mental health and/or substance abuse services to receive such services pursuant to chapter 394, F.S.

and chapter 397, F.S. Emergency mental health and substance abuse services shall include the following:

- The Respondent must provide or arrange for youth who demonstrate suicide risk factors, suicide risk behaviors, or serious self-injurious behaviors to receive an immediate assessment of suicide risk or emergency mental health services. Youth who pose an imminent threat of harm to self or others due to mental illness are to receive emergency mental health services as set forth in chapter 394, F.S.
- b) The Respondent must provide or arrange for youth who demonstrate substance intoxication or withdrawal to receive emergency substance abuse services pursuant to chapter 397, F.S. Any youth suspected of substance intoxication or withdrawal symptoms must receive immediate medical attention.
- 2) The Respondent shall have a documented method of follow-up and monitoring for all mental health and substance abuse service referrals made as a result of identified needs on the PAT. Respondent shall follow up within thirty (30) calendar days to ensure that the youth and parent(s)/guardian(s) have taken the appropriate steps to obtain services and determine if services are ongoing or have been completed. Services needed beyond the date of the youth's completion and discharge from the Civil Citation program are not the responsibility of the Respondent.
- 3) When documenting follow-up or monitoring, the Respondent shall act upon reports of non-participation such as missed appointments, or not adhering to the policies of the program and retain all documents and monitoring forms in the youth's program case file.
- In the case of a youth whose assessment identifies the need for inpatient placement for mental health and/or substance abuse services, the Respondent shall forward written notification (email is acceptable) to the Department's Contract Manager and the CPO of any youth admitted to a mental health or substance abuse (inpatient) treatment program to address risks and needs critical to the youth's rehabilitation.
 - a) The youth shall be removed from the Respondent's Youth Census Report and shall not be included on the monthly invoice.
 - b) Youth who do not complete mental health or substance abuse inpatient treatment within thirty (30) calendar days shall be released from the Civil Citation program and the Respondent shall make notification to the Department's Contract Manager and the CPO and the State Attorney's Office in the Circuit where the Civil Citation was issued.

8. Other Program Services

Other services shall be provided based on identified needs including, but not limited to: gender-specific programming, social skills, self-sufficiency skills, life skills, educational assistance, minority services, behavior management, and prevocational services.

9. <u>Drug Screening/Urinalysis</u>

a. During the course of the program participation, youth with alcohol/substance abuse offenses or having identified needs on the PAT may be required to submit to random urinalysis testing, at the discretion of the Respondent. b. The Respondent shall retain a copy of all results within the youth's program case file.

10. Case Files, Records, and Documentation

- a. The Respondent shall, upon admission for Civil Citation services, develop a case file for each youth, to include a signed consent/participation agreement signed by the youth and parent(s)/guardian(s), the youth's service/case plan, case notes, and release information.
- b. Respondent staff shall document all case management activities, including face-to-face interaction, telephone and email contact with the youth, parent(s)/guardian(s), and other providers, and review of written or verbal reports from collateral sources, such as educational institutions, employers, counselors, electronic databases, etc. Additionally, all referrals to other providers shall be documented, with the date of referral and follow up notes ensuring the youth followed through with referrals.
- c. Case notes shall demonstrate compliance (or attempted compliance) with youth, parent(s)/guardian(s), and staff action steps contained in the service plan.

11. Program Discharge

- a. Upon any unsuccessful discharge of a program participant receiving Civil Citation services, the Respondent shall immediately notify the State Attorney's Office and the Department's CPO in the Circuit where the Civil Citation was issued.
- b. The average length of stay in the program shall not exceed ninety (90) calendar days. The Respondent shall release the youth upon successful completion of the program, or otherwise as indicated below.
 - 1) Successful completion of the program occurs when the youth has successfully met each service and sanction requirement detailed in the Participation Agreement. This agreement is between the youth/parent(s)/guardian(s) and the Respondent and shall be maintained in the youth's Civil Citation file.
 - 2) Unsuccessful completion of the program occurs when the youth has failed to comply with the service and sanction requirements detailed in the Participation Agreement after a period not to exceed ninety (90) calendar days unless an extension has been granted (see Attachment I, Section III., B., Service Limits, for limits and extension requirements).

12. <u>JJIS and Data Requirements</u>

- a. Throughout the term of the resulting Contract, the Provider is responsible for the collection, maintenance, analysis, and reporting of data to the Department. The Provider shall manage data in the Department's JJIS Prevention Web including youth demographics, daily enrollment, monthly census, discharge, and status updates.
- b. The Provider shall be responsible for the accuracy of the information entered into the JJIS Prevention Web and ensuring data is maintained.
- c. Youth must be placed in the program in JJIS within three business days of the youth's admission to the program.
- d. The information from the PAT shall be entered into JJIS upon completion of the PAT.
- e. Youth must be released from the program in JJIS within five business days of release.
- f. The Provider shall utilize the Staff Verification System (SVS) in JJIS and Skill Pro (in the Department's Learning Management System) to maintain staff verification data and training information.
- g. The Data Reporting requirement is based on the Department's capability to provide access and training for the JJIS Prevention Web.

- h. The responsibility for entering data in JJIS is based on the Department's capability to provide access and utilization to the Provider. The Provider shall contact the Department's DIO in the area to gain appropriate access and secure training within forty-five (45) calendar days of the resulting Contract start date.
- i. The Provider shall designate a lead staff person responsible for ensuring completion and accuracy of the JJIS data entry, including admission and release dates. This staff person shall also be the main contact for the Department's DIO and the Office of Program Accountability. The Provider shall ensure the accurate and timely recording of data by crosstraining a sufficient number of staff should there be a position.

B. Service Limits

The standard length of time for youth participation in the Civil Citation program shall be ninety (90) calendar days or less. However, the length of services to a youth shall be based on the youth's PAT assessment and ISP.

- Any requests for extension of service beyond ninety (90) calendar days shall be made in writing (email is acceptable), by the Respondent to the Department's CPO in the Circuit fourteen (14) calendar days before the 90th day of program participation eligibility expires. The request to extend shall include the reason and length of the proposed extension.
- 2. The CPO shall have five business days to respond in writing (email is acceptable), to the Respondent. The length of an extension shall be determined on a case-by-case basis.

C. Staffing

General Staffing

The Respondent and all personnel provided under the resulting Contract, whether performance is as a provider, subcontractor, or any employee, agent or representative of the Respondent or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Respondent shall provide copies of all current licenses or certificates required for the delivery of services under the resulting Contract, to the Department's Contract Manager, prior to the delivery of services.

Staff Levels

Staffing levels for Civil Citation services shall be in accordance with the JDAP Staffing Levels set forth in Attachment I, of the resulting Contract.

Staffing Qualifications

Staffing qualifications for Civil Citation staff shall be in accordance with the JDAP Staffing qualifications set forth in Attachment I, of the resulting Contract.

4. Staffing Training

Civil Citation staff training shall be consistent with the JDAP employee's training on the specified topics, as outlined in the Respondents approved Staff Training Plan set forth in Attachment I, of the resulting Contract.

5. <u>Background Screening</u>

Background Screening for Civil Citation services staff shall be in accordance with Attachment I, of the resulting Contract.

D. <u>Service Times and Location</u>

Services locations, time change and property for Civil Citation services shall be in accordance with Attachment I, of the resulting Contract.

IV. REPORTS

Submission and delivery of reports shall be in accordance with Attachment I, of the resulting Contract. In addition, the Respondent shall also submit the following: Youth Monthly Progress Report

The Respondent shall submit to the Department's Contract Manager, a report of each youth admitted to the Program. The Report shall include the youth's name and individual identification number; date of admission; services provided; dates of service; and a brief status update concerning the youth's progress.

REPORT LIST	FREQUENCY	DUE DATE	DUE TO DEPARTMENT
Youth Monthly Progress Report	Monthly	10 th business day of the following reporting month	Contract Manager

V. PERFORMANCE MEASURES

Performance Measures for Civil Citation youth shall be in accordance with Performance Measures outlined in the Attachment I, of the resulting Contract.