



FLORIDA DEPARTMENT OF CORRECTIONS

# Bureau of Procurement

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**NONSECURE (SHORT-TERM) RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM  
SERVICES IN  
JUDICIAL CIRCUIT 04 (DUVAL COUNTY, FLORIDA)  
AND  
JUDICIAL CIRCUIT 12 (SARASOTA AND MANATEE COUNTIES, FLORIDA)**

**FDC RFP-17-103**

**RELEASED ON  
October 24, 2016**

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

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**Refer ALL Inquiries to  
Procurement Officer:**

Allegra Small  
[purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com)

**TABLE OF CONTENTS**  
**FDC RFP-17-103**

<b>TIMELINE .....</b>	<b>4</b>
<b>SECTION 1.0 INTRODUCTORY MATERIALS .....</b>	<b>5</b>
1.1 Background.....	5
1.2 Statement of Purpose .....	5
1.3 Definitions .....	5
1.4 Overview .....	9
1.5 Final Facility/Site Inspection.....	9
1.6 Contract Term .....	10
1.7 Contract Renewal .....	10
1.8 Conflicts and Order(s) of Precedence .....	10
<b>SECTION 2.0 SCOPE OF WORK.....</b>	<b>10</b>
2.1 Scope of Services .....	10
2.2 General Description of Services .....	10
2.3 Rules and Regulations and Programmatic Authority .....	10
2.4 Department Responsibilities.....	12
2.5 Vendor's Administrative Responsibilities .....	12
2.6 Confidentiality .....	13
2.7 Facility Requirements.....	13
2.8 Program Services .....	15
2.9 Services to be Provided .....	16
2.10 Guidelines for Offender Program Participation .....	19
2.11 Program Administration, Licensing and Operations.....	19
2.12 Vendor's Staffing Requirements.....	21
2.13 General Reporting Requirements.....	25
2.14 Value-Added Services.....	26
2.15 Deliverables .....	27
2.16 Performance Measures .....	27
2.17 Monitoring Methodologies .....	29
2.18 HIPAA Business Associate Agreement .....	31
2.19 Records and Documentation.....	31
2.20 Audit Records .....	31
2.21 Financial Specifications.....	32
2.22 Modification After Contract Execution.....	32
<b>SECTION 3.0 - PROCUREMENT RULES AND INFORMATION .....</b>	<b>32</b>
3.1 Instructions to Respondents (PUR1001) .....	33
3.2 Vendor Inquiries.....	33
3.3 Cost of Proposal Preparation .....	33
3.4 Identical Tie Proposals.....	33
3.5 Instructions for Proposal Submittal.....	33
3.6 Project Proposal Format and Contents.....	33
3.7 Response Opening .....	45
3.8 Evaluation Criteria.....	45
3.9 Basis of Award .....	46
3.10 Disclosure of Response Contents .....	47
3.11 Posting of Notice of Agency Decision.....	47
3.12 Disposal of Proposals .....	47
3.13 Rules for Withdrawal.....	47
3.14 Rejection of Proposals .....	47
3.15 Non-Mandatory Pre-Proposal Conference .....	47
3.16 Addenda .....	48
3.17 Verbal Instructions Procedure .....	48
3.18 No Prior Involvement and Conflict of Interest .....	48
3.19 State Licensing Requirements .....	48
3.20 MyFloridaMarketPlace (MFMP) Registration .....	48
3.21 Travel Expenses .....	49
3.22 Confidential, Proprietary, or Trade Secret Material.....	49

3.23	E-Verify .....	49
3.24	Vendor Substitute W-9 .....	49
3.25	Scrutinized Companies .....	50
3.26	Protest Procedures .....	50
<b>SECTION 4.0 SPECIAL CONDITIONS.....</b>		<b>50</b>
4.1	General Contract Conditions (PUR1000) .....	50
4.2	State Initiatives.....	50
4.3	Subcontracts .....	51
4.4	Insurance .....	51
4.5	Copyrights, Right to Data, Patents and Royalties .....	52
4.6	Independent Contractor Status .....	53
4.7	Assignment .....	53
4.8	Severability .....	53
4.9	Use of Funds for Lobbying Prohibited .....	53
4.10	Reservation of Rights.....	53
4.11	Convicted Felons .....	53
4.12	Taxes .....	53
4.13	Safety Standards .....	53
4.14	Americans with Disabilities Act.....	54
4.15	Employment of Department Personnel.....	54
4.16	Legal Requirements .....	54
4.17	Conflict of Law and Controlling Provisions .....	54
4.18	Prison Rape Elimination Act (PREA) .....	54
4.19	Termination.....	54
4.20	Retention of Records .....	55
4.21	Indemnification.....	55
4.22	Inspector General .....	55
4.23	Vendor Ombudsman.....	55
<b>ATTACHMENT I</b>	<b>Cost Proposal Sheet.....</b>	<b>56</b>
<b>ATTACHMENT II</b>	<b>Certification/Attestation Form.....</b>	<b>57</b>
<b>ATTACHMENT III</b>	<b>Facility/Site Requirements Certification/Attestation Page.....</b>	<b>58</b>
<b>ATTACHMENT IV</b>	<b>Business/Corporate Reference Form.....</b>	<b>59</b>
<b>ATTACHMENT V</b>	<b>Reference Questionnaire .....</b>	<b>60</b>
<b>ATTACHMENT VI</b>	<b>Business Associate Agreement for HIPAA.....</b>	<b>62</b>
<b>ATTACHMENT VII</b>	<b>Financial and Compliance Audits .....</b>	<b>67</b>
<b>ATTACHMENT VIII</b>	<b>Certification of Drug Free Workplace Program Form .....</b>	<b>72</b>
<b>ATTACHMENT IX</b>	<b>Vendor's Contact Information .....</b>	<b>73</b>
<b>ATTACHMENT X</b>	<b>Evaluation Criteria.....</b>	<b>74</b>
<b>EXHIBIT A</b>	<b>Community Supervision Program Referral.....</b>	<b>85</b>
<b>EXHIBIT B</b>	<b>Community Base Residential Treatment Programs (Guide).....</b>	<b>86</b>
<b>EXHIBIT C</b>	<b>Monthly Program Invoice .....</b>	<b>123</b>
<b>EXHIBIT D</b>	<b>Substance Abuse Residential Program Monthly Performance Report.....</b>	<b>124</b>
<b>EXHIBIT E</b>	<b>Monthly Referral List/Wait List .....</b>	<b>125</b>
<b>EXHIBIT F</b>	<b>Monthly Staffing Schedule .....</b>	<b>127</b>
<b>EXHIBIT G</b>	<b>Monthly Employment Report .....</b>	<b>128</b>
<b>EXHIBIT H</b>	<b>Monthly Subsistence Report.....</b>	<b>129</b>

**TIMELINE**  
**FDC RFP-17-103**

EVENT	DUE DATE	LOCATION
Release of RFP	October 24, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Pre-Proposal Conference (non-mandatory)	October 28, 2016 at 10:00 a.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Allegra Small 501 South Calhoun Street Tallahassee, Florida 32399  Call-in Telephone Number: (888) 670-3525 Participant Code 1603048419
Last day for written inquires to be received by the Department	November 3, 2016 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement, Allegra Small <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a>
Anticipated Posting of written responses to written inquires	November 23, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Proposals Due and Opened	December 2, 2016 Must be received Prior to 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Allegra Small 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	December 7, 2016 at 10:00 a.m., Eastern Time	Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Recommended Award	December 30, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## SECTION 1.0 INTRODUCTORY MATERIALS

### 1.1 Background

Section 945.025(1), Florida Statutes (F.S.), gives the Florida Department of Corrections (Department) responsibility for the supervision, protective care, custody, and control of inmates. The State of Florida has a current total offender population in excess of 106,565, all of whom are under community supervision.

The Department has approximately 4,028 active supervised offenders in Judicial Circuit 04, and approximately 3,137 active supervised offenders in Judicial Circuit 12, as of July 31, 2016.

### 1.2 Statement of Purpose

The Department is requesting Proposals from qualified Vendors who have a minimum of three years of business/corporate experience within the last five years in the provision of residential substance abuse treatment program services, or similar services, to the criminal justice population.

The Department is seeking qualified Vendors to provide nonsecure (short-term) residential substance abuse treatment program services for offenders requiring such treatment in Judicial Circuit 04 and Judicial Circuit 12. Nonsecure (short-term) residential substance abuse and co-occurring treatment program services shall be made available to male and female offenders, according to the program definitions and specifications outlined in this RFP. Vendors must propose facility/sites located within the geographical boundaries of Duval County, Florida for Circuit 04, and Manatee or Sarasota Counties, Florida for Circuit 12. Vendors shall submit a separate Proposal for each Judicial Circuit and facility location proposed when responding to this RFP.

The Department intends to award two Contracts, one for up to 45 beds in Circuit 04, and one for up to 50 beds in Circuit 12. Of these beds, a minimum number of 10 must be designated for female offenders in both Circuit 04 and Circuit 12. When there are no female offenders available to meet the minimum number of required female beds in Circuit 04 or Circuit 12, the Department will allow the contracted beds to be filled with male offenders providing the areas for male and female beds are segregated. Any exception to reduce the number of female beds must be submitted in writing by the Vendor and approved by the Department, prior to the change being implemented.

The Department may also designate up to 10 of the 45 male and female beds in Circuit 04, and up to 10 of the 50 male and female beds in Circuit 12, as co-occurring beds, based on available funding and need.

The current statewide average per diem rate for a nonsecure (short-term) residential bed is \$48.70 per bed. The current statewide average per diem rate for a nonsecure (short-term) residential co-occurring bed is \$58.43 per bed.

### 1.3 Definitions

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

1. **Breach of Contract:** A failure of the Vendor(s) to perform in accordance with the terms and conditions of the resultant Contract.
2. **Clinical File:** The file developed and maintained, by the Vendor for each offender participating in the nonsecure (short-term) residential substance abuse treatment program

that contains clinical substance abuse treatment information in accordance with Chapter 65D-30, F.A.C., 42 Code of Federal Regulations Part 2, Subsection 397.501(7), F.S., and additional programmatic requirements of each offender.

3. **Community Based Residential Treatment Program Guide:** The Department's residential substance abuse treatment guide which outlines the program design and structure of the residential licensed treatment program, found in Exhibit II, and any subsequent revisions thereto.
4. **Community Supervision Program Referral (Form DC5-404):** The Department-required form that serves as the official record for the offender file and for data entry on which to document treatment referral, evaluation, outcome, and discharge. The form may be completed and submitted in an electronic format.
5. **Comprehensive Program Evaluation:** An in-depth Contract compliance monitoring conducted a minimum of once per fiscal year by the Department's Contract Manager, Quality Assurance Contract Manager, or designees, completed to document the Vendor's compliance with the terms of the Contract, and to evaluate overall program functioning. Frequency of monitoring will be at the discretion of the Department's Contract Manager, or designee, in accordance with Department procedures, with adequately functioning programs being monitored less frequently.
6. **Contract:** The agreement between the successful Vendor and the Department resulting from this RFP.
7. **Co-Occurring Disorder Programs:** Programs that are designed and have the capability to treat individuals with a diagnosis of a substance use disorder, and a concurrent diagnosis of a psychiatric disorder.
8. **Corrective Action Plan (CAP):** A Vendor's written comprehensive plan to remedy deficiencies discovered in the course of contract monitoring and/or discovered at any time during the term of the Contract.
9. **Counseling Activities:** Scheduled treatment activities in a structured program to include individual counseling sessions, process/issues groups, criminal conduct experiential groups, family counseling sessions, substance abuse education groups, and Therapeutic Community groups.
10. **Day:** Calendar day, unless otherwise stated.
11. **Deliverables:** Those services, items and/or materials provided, prepared, and delivered to the Department in the course of performance of the Contract. Deliverables are specifically described in Section 2.15.
12. **Department:** The Florida Department of Corrections (FDC).
13. **Evidenced-Based Practices:** Service approaches, or utilization of curriculums, that have been validated by some form of documented scientific evidence, which have specific outcome measures. Evidenced-based practices and/or curriculums stand in contrast to approaches that are based on tradition, convention, belief, and/or anecdotal evidence.
14. **HIPAA:** Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) which requires the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The awarded Vendor shall comply with

HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.

15. **Individual Treatment Plan:** An individualized, written plan of action that directs all treatment services and is based upon information from the assessment and input from the client served, and establishes client goals and corresponding measurable objectives, time frames for completing objectives, and the type and frequency of services to be provided.
16. **Initial Treatment Plan:** A preliminary, written plan of goals and objectives intended to inform the client of service expectations, and to prepare the client for service provision.
17. **Licensure:** As used herein, refers to the statutory or regulatory authority to provide substance abuse programs to offenders.
18. **Licensure Inspection:** An on-site inspection conducted by the Florida Department of Children and Families of the licensed program and a review of the service components provided to monitor and ensure the Vendor's level of compliance with licensure standards.
19. **Local Contract Coordinator:** A Department employee, designated to monitor Contract compliance, and to coordinate actions and communications between the Department and the Vendor(s).
20. **Local Quality Assurance Contract Coordinator:** The employee of the Department, designated to monitor Contract Quality program delivery and to coordinate programming and client communications between FDC Institutional and Community Corrections staff.
21. **Mandatory Responsiveness Requirements:** Terms, conditions, or requirements that must be met by the Vendor to be responsive to this solicitation. Failure to meet these responsiveness requirements will cause rejection of a Proposal. Any Proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
22. **Material Deviations:** A deviation that the Department, at its sole discretion, has found to be out of substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a Proposal.
23. **Minor Irregularity:** A variation from the RFP terms and conditions which does not affect the price of the Proposal or give the Vendor an advantage or benefit not enjoyed by the other Vendors or does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Proposal.
24. **Nonsecure (Short-Term) Substance Abuse Treatment Program:** A six to eight month, medium intensity, residential program for offenders on community supervision in a non-secure environment. The first (1<sup>st</sup>) component is the Intensive Treatment Component lasting two months and is followed by the Employment/Re-entry Component lasting four to six months, in which the offenders obtain gainful employment in the community while continuing to reside in the facility and participate in treatment services. This treatment program involves a structured live-in, non-medical environment, focusing upon all aspects of substance abuse rehabilitation for the offender, including ancillary services, such as vocational and educational programs.
25. **Occupied beds:** An occupied bed is an available slot filled by a Department-approved offender.

26. **Offender**: Refers to an individual who is under community supervision with the Department, and ordered by the sentencing authority or releasing authority to participate in a nonsecure (short-term) residential substance abuse treatment program as a condition of supervision, or in accordance with the terms of the pre-trial intervention agreement, and approved by the Department.
27. **Prison Rape Elimination Act (PREA)**: Where used herein, refers to Part 115 of Title 28 of the Code of Federal Regulations (C.F.R.), National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
28. **Probationary License**: As used herein, refers to the license issued by the Florida Department of Children and Families for a new substance abuse treatment program or new program component pending addition to an existing license. A probationary license is valid for 90 days after the date of issuance, but may be reissued by the Florida Department of Children and Families for one additional 90 day period.
29. **Quality Assurance**: Quality assurance is an organization's guarantee that the product or service it offers meets the accepted quality standards. It is achieved by identifying what "quality" means in context; specifying methods by which its presence can be ensured; and specifying ways in which it can be measured to ensure conformance..
30. **Regional Office**: The office responsible for management of certain Probation and Parole Offices located within each of four geographical regions of the Department.
31. **Relapse Prevention**: A type of substance abuse treatment program provided in an outpatient setting that includes therapeutic activities designed to foster greater awareness of the individual's substance use patterns, warning signs of regression, and coping skills to support recovery from substance abuse.
32. **Responsible Vendor**: A Vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
33. **Responsive Proposal**: A Proposal, submitted by a responsive and responsible Vendor that conforms in all material respects to the solicitation.
34. **Service Area**: For the purposes of this RFP and resulting Contract, the service area refers to the State's Judicial Circuit 04 and 12, wherein the services requested in this RFP are required to be delivered.
35. **Subcontract**: An agreement entered into by the Vendor with any other person or organization that agrees to perform any performance obligation for the Vendor specifically related to securing or fulfilling the Vendor's obligations to the Department under the terms of the resultant Contract.
36. **Subsistence**: A Department approved fee that the Vendor may charge to offenders in the Employment Re-Entry Component (ERC) who are employed full-time in the community when they begin employment, not retroactive to the date of program entry.
37. **Successful Vendor or Contractor**: A legally qualified corporation, partnership, or other entity, that will be performing as the Vendor under any Contract resulting from this RFP.



38. **Therapeutic Activities:** Scheduled treatment activities in a structured program to provide the offender opportunity for self-examination, skill building, behavioral practice, teach/learning, and lifestyle change. Activities include, but are not limited to, recovery support groups, life/transition re-entry skills, recreation, art, music or dance, health education, educational support, vocational training, and therapeutic community work assignments.
39. **Value-Added Services:** Additional services the Vendor may offer to provide to the Department in addition to providing services which meet the minimum services requirements and specifications of this RFP and are offered at no additional cost to the Department.
40. **Vendor or Respondent:** A legally qualified corporation, partnership or other entity submitting a response/offer to the Department pursuant to this RFP.

#### 1.4 Overview

The Nonsecure (Short-Term) Residential Substance Abuse Treatment program is a community-based program that offers licensed residential substance abuse treatment services to offenders. All services must be licensed in accordance with Chapter 65D-30, Florida Administrative Code (F.A.C.), and any subsequent revisions, as a Residential Level II substance abuse treatment program. Participants are offenders who are under community supervision with the Department and ordered by the sentencing authority, releasing authority, or required by Interstate Compact, to participate in a nonsecure (short-term) residential substance abuse treatment program as a condition of supervision, or in accordance with the terms of a pre-trial intervention agreement, approved by the Department. The goal of the program is to offer services and interventions, in a supervised and treatment-supported environment, to motivate and assist offenders in their personal recovery from substance abuse, allowing them to reintegrate, and obtain employment in the community.

Any offender receiving services under any resultant Contract must be referred to, and approved, by the Department. When an offender enters one of the Department's nonsecure (short-term) licensed residential substance abuse treatment programs, the offender receives intensive substance abuse treatment and re-entry/employment services.

#### 1.5 Final Facility/Site Inspection

Prior to final Contract execution and implementation of services, the Department will verify that the awarded Vendor's facility has complied with Attachment III, Facility/Site Requirements Certification/Attestation, all applicable county and city zoning requirements, and all the requirements of this RFP.

Subsequent to the award of this RFP, a preliminary facility site inspection will be scheduled by the Department. It is anticipated that this preliminary site visit will be scheduled no later than 15 business days after award. The Vendor will receive a written report from the Department of the preliminary findings within seven business days of the preliminary inspection. A final site inspection will occur no later than 60 business days after Contract Award, unless an exception to this is requested by the Vendor and approved by the Department.

After completion of the final inspection, the Department will address any specific deficiencies in a written report and allow the Vendor 10 business days from the receipt of the report to correct identified deficiencies. An inspection confirming that all deficiencies have been corrected will then be conducted. Failure to correct deficiencies after 10 business days of receipt of the report may result in the Department withdrawing the award and awarding this solicitation to the next highest ranking responsive Vendor.

## **1.6 Contract Term**

The initial term of the Contract resulting from this solicitation shall be for a three year period. The successful Vendor must have the capability to implement service delivery, as described herein, on the date agreed upon between the Vendor and the Department.

## **1.7 Contract Renewal**

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

## **1.8 Conflicts and Order(s) of Precedence**

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

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

## **SECTION 2.0 SCOPE OF WORK**

### **2.1 Scope of Services**

This section contains the Scope of Services that will be required in any Contract that may be executed as a result of this RFP. By submitting a Proposal, each Vendor specifically acknowledges and agrees that, in addition to all requirements noted elsewhere in this RFP, all requirements referencing "Contractor" contained within this section will be applicable to the Vendor should they be awarded a resultant Contract.

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

### **2.2 General Description of Services**

The services described herein are designed to provide nonsecure (short-term) residential substance abuse treatment program services utilizing a therapeutic community model, and co-occurring treatment services for male and female offenders on community supervision with the Department in Duval County (Judicial Circuit 04), and Manatee and Sarasota Counties (Judicial Circuit 12). The services to be delivered include, but are not limited to, a substance abuse intensive treatment component, substance abuse employment/re-entry component, co-occurring overlay program services and other services described herein for up to 45 beds in Judicial Circuit 04 and up to 50 beds in Judicial Circuit 12.

### **2.3 Rules, Regulations and Programmatic Authority**

**2.3.1** All services provided under the resulting Contract must meet the applicable requirements of Title 42 Code of Federal Regulations Part 2; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Standards for Privacy of Individually Identifiable Health Information, Title 45 C.F.R., Parts 160, 162 and 164, Chapters 397 and 415, F.S.; Chapters 33 and Rule 65D-30, F.A.C.; Code of Ethics and Conduct for Addiction Professionals of Florida, Florida Certification Board, and any additional applicable local, state and federal laws, rules, and regulations.

- 2.3.2** In addition, services must be provided in accordance with any Department substance abuse program and policy guidelines, instructional manuals, and any subsequent revisions, and/or addenda to those documents. Should licensing or program requirements change during the course of the resulting Contract, the updated regulations and requirements will take precedence. The above laws, rules, and regulations are incorporated herein by reference, and made part of the resulting Contract, as if fully stated.
- 2.3.3** The Vendor must provide services in accordance with any applicable court orders, Department procedure and program guidelines (refer to “Community Based Residential Treatment Programs, *A Guide to Services and Program Requirements*”, hereinafter referred to as the “Guide”, Exhibit B, and any subsequent revisions and/or addenda to those documents. Should any of the laws, standards, rules or regulations, or Department procedures change during the Contract term, the updated version will take precedence. The Vendor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such mandates and requirements.
- 2.3.4** The Vendor shall be licensed to provide Residential Substance Abuse Treatment Services, Level II, in accordance with Chapter 397, F.S., and Chapter 65D-30, F.A.C., that meet or exceed the requirements, as outlined herein, and all related materials and subsequent revisions and addenda. For the purposes of this RFP, the Department will accept a copy of the application for licensure with the Florida Department of Children and Families or the Vendor’s plan to acquire the licensure, with the understanding and commitment of the Vendor that the required license will be obtained in the required timeframe, as outlined in Section 2.11 of this RFP. The Vendor shall be responsible for all costs associated with licenses required for the program.
- 2.3.5** The Vendor shall ensure that all Vendor’s staff providing services under the Contract complies with prevailing ethical and professional standards, and the statutes, rules, procedures, and regulations mentioned above.
- 2.3.6** The Vendor shall pay for all costs associated with local, state, and federal licenses, permits, and inspection fees required to provide services. All required permits and licenses shall be current, maintained on-site, and a copy submitted to the Department’s Contract Manager, or designee, upon request.
- 2.3.7** The Vendor may enter into written subcontract(s) for the performance of some of its functions under the Contract. No subcontract, which the Vendor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties. The Vendor shall ensure that all subcontractor agreements are prior approved by the Department’s Contract Manager, and contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the Contract.
- 2.3.8** The Vendor agrees to modify its service delivery in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement, consent order, or change in the Department’s mission. Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes, or regulations, legal settlement agreement, or consent order, or Department policy, will be made in accordance with Section 2.22, Contract Modification.
- 2.3.9** The Vendor’s facility shall be in compliance with Chapter 69A-44, F.A.C., Rules of the Florida State Fire Marshal, which establishes the minimum fire standards for residential alcohol and drug abuse treatment and prevention programs, mental health residential treatment facilities, and crisis stabilization units.

- 2.3.10** The Vendor shall comply with all provisions of the Americans with Disabilities Act (ADA). This includes provisions referencing both employment and public service agencies (Titles I and II), as well as, any other applicable provision.
- 2.3.11** The Department has the exclusive right to make any and all determinations which it deems necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the Department's offenders, and the general public, who are served by the Department, either directly or indirectly, through the program services provided under the resulting Contract. The absence of the Department setting forth a specific reservation of rights does not signify that all other areas of the program services resulting from the resulting Contract are subject to mutual agreement.
- 2.3.12** The Vendor shall comply with the Department's policy regarding "Non-Discrimination", which states that, "no person on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the benefits of the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract."
- 2.3.13** The Vendor shall assure that a minimum of 51% of offenders admitted to the program are successfully discharged. Each offender's admission date, discharge date, and discharge reason (not including administrative discharges) will be reviewed on a fiscal year-end basis.

## **2.4 Department Responsibilities**

- 2.4.1** The Department has developed criteria and procedures to assist the Vendor in providing program services. Complete details of the criteria and procedures regarding program eligibility, referral, admission, and discharge can be found in Exhibit B of this RFP.
- 2.4.2** The Department will complete Section I of the Community Supervision Program Referral Form, DC5-404, Exhibit A, for each offender approved for the nonsecure (short-term) residential substance abuse treatment program services, and forward the form to the Vendor.
- 2.4.3** The Department will make available to the Vendor, upon request, all non-confidential records and social histories pertaining to referred offenders, if such records are not otherwise protected from disclosure by law.
- 2.4.4** The Department will provide, upon execution of the resulting Contract, a copy of all reporting forms necessary to comply with Section 2.13, General Reporting Requirements.

## **2.5 Vendor's Administrative Responsibilities**

- 2.5.1** The Vendor shall furnish its own support services, such as administrative or clerical staff.
- 2.5.2** The Vendor shall provide its own internet access and maintain a current, active email address at all times, for the duration of the resulting Contract.
- 2.5.3** The Vendor shall be responsible for providing and paying for the following items, including, but not limited to:
  - a. Office supplies;
  - b. Office equipment; and

c. Forms.

**2.5.4** The Department will not provide any administrative functions or office support for the Vendor including clerical assistance, office supplies, computer equipment, telephone equipment and service, copiers, fax machines, and preparation of documents, except as indicated in this RFP.

## **2.6 Confidentiality**

The Vendor shall maintain confidentiality with reference to individual offenders receiving services, in accordance with applicable local, state, and federal laws, rules and regulations. The Department and Vendor agree that all information and records obtained in the course of providing services to offenders shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

## **2.7 Facility Requirements**

### **2.7.1 Service Location**

The Vendor shall provide a facility/site that is located within the geographical boundaries of Duval County, located in Judicial Circuit 04, and within the geographical boundaries of Manatee and Sarasota Counties in Judicial Circuit 12, subject to the approval of the Department.

After Contract execution, requests for changes to the site location may be authorized with an effective date, in writing, by the Department's Contract Manager. Such approval will be followed by a formal Contract amendment. Services may not be delivered at, and will not be compensated, for any changed site prior to the execution of the Contract amendment.

### **2.7.2 Service Times**

The Vendor shall provide and operate a facility 24 hours per day, seven days a week, each day of the year. The Vendor shall provide therapeutic and counseling activities at various times to accommodate offenders' work schedules. The Department's Contract Manager, or designee, shall approve in writing the daily activity schedule of program services, and any revisions thereof.

### **2.7.3 Facility Requirements**

Vendor shall ensure that any nonsecure (short-term) residential substance abuse treatment program facility is approved for the purposes outlined in this RFP and resulting Contract. The facility shall meet all state, county, and city zoning, permitting, and building codes, including the rules and regulations outlined in Section 2.8.3 and any other requirements necessary to operate the facility. The Vendor shall notify the Department of any zoning changes, notices, or challenges from zoning bodies or complaints from citizens or other entities, to include fire and health department(s), regarding operation of the facility within 72 hours of receipt of knowledge of the change, notice, challenge, or complaint.

The Vendor shall provide, at no cost to the offender (beyond the required subsistence fee), a facility appropriate for the provision of the following, unless prior approval has been granted by the Department:

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

- b. Three balanced and nutritious meals, and one snack per day, provided on-site for offenders, prepared on-site by the Vendor, or prepared off-site by a food service establishment, operating in accordance with all applicable state, and county licensing requirements. Offenders with special nutrition and dietary plans must be reviewed and approved by a Florida Registered Dietitian, at least annually.
- c. A dining area in which food may be served and consumed. If meals are prepared on-site, the facility shall include a fully equipped kitchen where the Vendor will prepare meals, and a dining area in which food may be served and consumed. If meals are prepared off-site, the facility shall include a dining area in which food may be served and consumed, as well as, a service kitchen (refrigerator, stove/toaster oven/microwave oven, and sink) where the Vendor will provide meals prepared off-site by a food service establishment, operating in accordance with all applicable state and county licensing requirements.
- d. Clean, dry, ventilated space, not subject to wastewater back flow, or other contamination, in which to store dry food supplies.
- e. Maintenance of adequate sleeping space per offender.
- f. A bed, pillow, mattress, bed linens, towels, and clothing storage area for each offender.
- g. Personal hygiene articles for indigents (such as deodorant, shampoo, toothpaste, etc.).
- h. Operable toilets, sinks, and bathing facilities for offenders.
- i. Adequate space to accommodate living and program activities, such as counseling, indoor recreational activities, visiting, etc.
- j. Laundry facilities (washer and dryer), maintained in good condition, and proper working order for offenders' use.
- k. A pest control program for prevention of vermin, insects, and other pests.
- l. A maintenance program which includes a monthly maintenance inspection, to ensure that all components of the site and grounds are maintained in good repair and proper working order at all times. The Vendor shall be responsible for all repairs and maintenance of the facility and grounds. The Vendor shall ensure the facility and grounds are maintained in a clean, safe condition, and that all appliances and operating systems are in good repair and proper working order at all times.
- m. The Vendor shall ensure that there is regularly scheduled trash and garbage removal from the facility.
- n. The Vendor shall be responsible for all costs associated with repairs and maintenance of the facility, and shall ensure that funds are available and dedicated to ensure the total safety, maintenance, upkeep, appearance, and sanitation of the facility and grounds.
- o. Office space available for use by Department staff that allows for confidential business to be conducted. The Vendor shall also provide access to a phone line and modem/computer access in this office space.

#### **2.7.4 Facility Evacuations**

- a. The Vendor shall establish a written evacuation plan, including diagrammed evacuation routes covering such emergencies as fire, natural disaster, hurricanes, and severe weather. This plan shall be maintained on-site, and provided to the Department's Contract Manager, or designee, and the Department's Quality Assurance Contract Manager, upon request.
- b. Whenever, for safety and/or health reasons, the facility is required to be evacuated, the Vendor shall coordinate such evacuation in writing with the Department's Contract Manager, or designee, and the Department's Quality Assurance Contract Manager, to identify alternative facility space to ensure that offender and treatment programming services remain ongoing for offenders during the evacuation period.

### **2.8 Program Services**

The goal of the program is to offer services and interventions in a supervised and treatment-supported environment to motivate and assist offenders in their personal recovery from substance abuse or co-occurring disorders in a manner that allows them to reintegrate and obtain employment in the community.

The Vendor shall provide program services that meet or exceed the requirements specified in Exhibit B, and any subsequent revisions thereto. The following requirements are summarized below:

#### **2.8.1 Program Eligibility and Referral**

The Vendor should determine initial program eligibility upon referral by the Department, and receipt of the Department's Community Supervision Program Referral Form (DC5-404). Offenders must be court-ordered, required through Interstate Compact, or required by the Pre-trial Intervention Program to participate in the program. Offenders who are ordered into the program may be screened by the Vendor, in accordance with the requirements of Chapter 65D-30, F.A.C., prior to referral. If it is not feasible for the Vendor to screen the offender prior to sentencing and placement into the program, it is imperative that the Vendor conduct the initial screening, as soon as possible, thereafter in order to determine appropriateness for treatment. The Vendor must document the clinical rationale for an offender's admission or exclusion from the program, in writing, utilizing a screening process identified in Chapter 65D-30, F.A.C., and place documentation in the clinical file.

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

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

#### **2.8.2 Risk and Needs Assessment**

The Vendor shall conduct a Risk and Needs Assessment utilizing a validated Risk and Needs Assessment tool or utilize Spectrum, the Department's Risk Needs Assessment. This Risk and Needs Assessment should be utilized to determine the criminogenic needs that will be addressed throughout the treatment process. The results of the Risk

and Needs Assessment should be incorporated into the Psychosocial Evaluation and the Individual Treatment Plan.

### **2.8.3 Program Admission and Orientation**

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

- a. Screening and Orientation;
- b. Assessment;
  - 1) Physical health;
  - 2) Psychosocial; and
  - 3) Special needs (identification of offenders with mental illness and other needs);
- c. Initial Treatment Plan and/or Individualized Treatment Plan; and
- d. Provide an Offender Handbook during orientation, which will also include subsistence and any other fee requirements.

### **2.8.4 Program Discharge**

The Vendor shall develop discharge policies, which clearly define behavioral expectations of the offender. The policies should thoroughly address full participation by all offenders in all program activities. The guidelines for the three types of discharge that the Department recognizes (successful, unsuccessful, and administrative) can be found in Exhibit B of this RFP.

### **2.8.5 Program Readmission**

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

## **2.9 Services to be Provided**

The Vendor shall provide a treatment program, which shall be divided into two separate components: Intensive Treatment Component (ITC) and Employment/Re-entry Component (ERC). The details for the treatment program components are found in Exhibit B, and summarized below. Aftercare/continuing care services shall also be offered by the program or through referral.

### **2.9.1 Intensive Treatment Component (ITC)**

The ITC is the first phase of the nonsecure (short-term) program. In this program, this component generally lasts two months, depending upon the individual offender's progress in the program and clinical need. This phase may be extended if clinically warranted.

While in the ITC, each offender shall participate in the following, as described in Exhibit B:



- a. A minimum of 10 hours each week of counseling activities;
- b. One individual counseling session each month (or more frequently if clinically indicated); and
- c. 30 hours each week of therapeutic activities.

## **2.9.2 Employment/Re-entry Component (ERC)**

The ERC is the second phase of the nonsecure (short-term) program. In this program, this component generally lasts four months. The focus in this component shall be facilitating offenders' re-integration into the community through community-based employment, continued education, and a plan for continuing sobriety. During this phase, offenders are required to secure and maintain full-time employment, and participate in treatment activities, either prior to or after work. This phase may be extended if clinically warranted.

While in the ERC, each offender shall participate in the following, as described Exhibit B of this RFP:

- a. A minimum of four hours each week of counseling activities;
- b. One individual counseling session each month (or more frequently, if clinically indicated); and
- c. 20 hours of therapeutic activities each week.

## **2.9.3 Program Activities**

### **2.9.3.1 Cognitive Behavioral Programming**

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

- 1) Thinking for a Change;
- 2) Moral Reconation Therapy; or
- 3) Criminal Conduct & Substance Abuse Treatment – Strategies for Self-Improvement and Change.

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

### **2.9.3.2 Criminogenic Needs**

All Counseling and Therapeutic Activities should minimally address the following criminogenic needs:

- 1) Anti-Social Personality (Social Awareness);
- 2) Criminal Associates;
- 3) Substance Abuse;
- 4) Family/Marital;
- 5) Leisure/Recreation;
- 6) Criminal Thinking/Attitude; and
- 7) Employment/School.

### **2.9.3.3 Counseling Activities:**

Counseling activities shall include, but not limited to:

1. Individual Counseling Sessions;
2. Process/Issues Groups;
3. Criminal Conduct Experiential Groups;
4. Family Counseling Sessions;
5. Substance Abuse Education Groups; and
6. Therapeutic Community Groups.

The details for counseling activities are found in Exhibit B of this RFP.

### **2.9.3.4 Therapeutic Activities:**

Counseling activities shall include, but not limited to:

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

The details for therapeutic activities are found in Exhibit B of this RFP.

## **2.9.4 Aftercare/Continuing Care**

Offenders successfully completing the nonsecure (short-term) program shall be referred for aftercare/continuing care service, coordinated by the Vendor. The offender shall be responsible for the cost of the aftercare/continuing care program. Fees shall be approved by the Department.

## **2.9.5 Medication Assisted Treatment Services**

If the Vendor provides medication assisted treatment services (naltrexone), the Vendor shall have medical operating procedures for providing and/or arranging services for offenders that volunteer for medication assisted treatment. The offender's participation in the medication assisted treatment program is strictly voluntary. The Vendor shall comply with any licensure requirements or nationally accredited standards for use of medication assisted treatment. The Vendor's medical operating procedures must be approved by the Quality Assurance Contract Manager prior to implementing the program.

The Vendor will not propose a price for the delivery of these services in this RFP. The Department will only compensate the Vendor for medication assisted treatment services as delineated below:

SERVICE TYPE	UNIT PRICE RATE (Per Offender; Per Service)
Naltrexone Screening/Procedure (This procedure will include Administrative Oversight, Physical, Lab Work, and Medication Education).	\$690.00
Administration of Single Dose of Medication (This will include Medication Management by the Physician, Medication Administration by the Nurse, Lab Work, and Medication).	\$1,331.00

**2.9.6 Co-occurring Disorder Services/Referrals**

The Vendor shall develop and implement operational procedures for serving or arranging services for persons with co-occurring substance abuse and mental health disorders. The Vendor shall utilize the Illness Recovery Management (IRM) evidenced-based principles in addressing co-occurring needs.

**2.9.7 Quality Assurance Plan**

The Vendor shall develop and implement a written quality assurance plan that complies with the requirements set forth in Section 397.419, F.S., and ensures the use of a continuous quality improvement process, in accordance with Rule 65D-30.004(2), F.A.C. The Vendor shall be responsible for all costs incurred as a result of implementing the quality assurance plan. The Department’s Quality Assurance Contract Manager, or designee, may request a semi-annual or annual report on the Vendor’s compliance with the quality assurance plan.

**2.10 Guidelines for Offender Program Participation**

The Department has developed guidelines and program requirements to assist the Vendor with specific areas concerning the role of the offender participating in the program. These guidelines for offender program participation can be found in Exhibit B, and shall include the following:

- a. Work details and extra duty;
- b. Employment and verification;
- c. Educational and vocational training;
- d. Management of personal finances;
- e. Management and oversight of offender funds;
- f. Accounting for offenders whereabouts;
- g. Program leave, off-site activities, and absences;
- h. Community/Public Services;
- i. Transportation of offenders; and,
- j. Alcohol and Drug Screening and Testing.

**2.11 Program Administration, Licensing and Operations**

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

### **2.11.1 Program Administration**

The Vendor shall comply with the following requirements for program administration. The details of the program administration requirements are addressed in Exhibit B. Program administration shall include the following:

- a. Programmatic Reporting;
- b. Records and Documentation, shall be available for review, within 48 hours of request by the Department's Contract Manager, or designee, and shall include:
  1. Vendor Personnel Records; and
  2. Subsistence Fee Receipts (copy of each receipt is provided to the offender and a copy is retained in the offender's clinical file);
- c. Policies and Procedures;
- d. Subsistence;
- e. Citizen and Volunteer Involvement; and,
- f. Incident Reports.

### **2.11.2 Subsistence**

The Vendor may charge a subsistence rate, approved by the Department, to offenders in the Employment Re-Entry Component who are employed full-time in the community when they begin employment, not retroactive to the date of program entry. The Vendor shall provide a receipt to the offender for each monetary payment made to the Vendor. The Vendor shall also provide a Monthly Subsistence Report to the Quality Assurance Contract Manager, in accordance with Section 2.13, General Reporting Requirements.

### **2.11.3 Program Licensing and Operations**

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

### **2.11.4 Special Conditions of Service**

The Department will allow the Vendor a service implementation period of three months for the phasing in of services to offenders. The three month period and number of beds will be phased in on a monthly cycle as follows. By the 30<sup>th</sup> day following execution of the Contract, the Vendor will have at least 30% of the proposed total capacity of beds active and being utilized. By the 60<sup>th</sup> day following execution of the Contract, the Vendor will have at least 60% of the proposed total capacity of beds active and being utilized. By the 90<sup>th</sup> day following execution of the Contract, the Vendor will have 100% of the proposed total capacity of beds active and being utilized. The Department reserves the right to make modifications to this service implementation process as deemed necessary.

The Department, at its exclusive option, may decrease the number of beds, as needed. If the Department determines additional beds are needed, it may pursue completion of a Contract amendment. These additional beds will be payable at the existing rate, as established at the time of the requested increase in beds.

## **2.12 Vendor's Staffing Requirements**

### **2.12.1 Staff Levels and Qualifications**

The Vendor shall have adequately trained and physically able, paid, awake staff on the premises 24 hours per day, seven days per week. All other staffing levels shall be sufficient to deliver the services described in the resulting Contract and Exhibit B, including specialized co-occurring services, commensurate with the size of the program, and shall meet the requirements of Chapter 65D-30, F.A.C.; Chapter 397, F.S.; and all updates and revisions thereof.

The Vendor shall provide a staffing schedule listing the position(s) for each shift to the Department's Contract Manager, or designee, and the Quality Assurance Contract Manager for approval, using the attached form, Exhibit F, Monthly Staffing Schedule. Any changes to the approved staffing schedule must be approved in advance by the Department's Contract Manager, or designee. The Primary Counselor to offender ratio shall be in accordance with Chapter 65D-30, F.A.C., Chapter 397, F.S., and all updates and revisions thereof.

The Vendor shall notify the Department's Contract Manager, or designee, and the Quality Assurance Contract Manager, in writing of any staff vacancies or terminations, in accordance with details concerning the Vendor staffing qualifications in Exhibit B.

**2.12.1.1** The Vendor shall have a minimum of one full-time Qualified Professional, as defined in Chapter 397, F.S., on-site, 40 hours per week.

**2.12.1.2** The Vendor shall ensure Primary Counselors meet one of the following qualifications, at a minimum:

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

Criminal Justice Addiction Counselor (previously CCJAAP-2; currently CCJAC);

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

**2.12.1.3** If the Vendor utilizes student interns to provide services, they must adhere to the following: Student interns may be assigned 2-3 offenders as a case load; however, the offender must have an assigned Primary Counselor who is responsible for their care. The intern may not be considered the Primary Counselor. This will ensure continuity of care for the offender during the course of their treatment program. The intern must be supervised by a Qualified Professional.

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

**2.12.1.5** The Vendor shall maintain a personnel record, in accordance with Rule 65D-30.004(4)(a), F.A.C., for all staff providing services under the resulting Contract. The Vendor shall provide a copy of the personnel record to the Department's Contract Manager, or designee, upon request. Compliance with the requirements to maintain the file, in accordance with Chapter 65D-30, F.A.C., shall be maintained through the Florida Department of Children and Families licensure audits.

## **2.12.2 Clinical Supervision Requirements**

The Vendor shall provide on-site clinical supervision a minimum of four hours per month, per counselor. Clinical supervision shall be provided by the designated on-site Program Director/Clinical Supervisor, and at a minimum will include:

**2.12.2.1** One individual, face-to-face, interview of one hour with each counselor to discuss clinical problems, program issues, and training needs. This interview shall be documented, and signed by the counselor and the supervisor.

**2.12.2.2** One hour observing the provision of direct client care services (i.e., group or individual counseling, or assessment).

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

### **2.12.3 Conduct and Safety Requirements**

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

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

- 2.12.3.1** The Vendor's staff shall not display favoritism to, or preferential treatment of, one offender or group of offenders, over another.
- 2.12.3.2** The Vendor's staff shall not interact with any offender, except in a relationship that supports services under the resulting Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an offender or an offender's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report to the Department's Contract Manager any violations, or attempted violation, of these restrictions. In addition, no staff member shall give any gifts, favors, or services to offenders, their family, or close associates.
- 2.12.3.3** The Vendor's staff shall not enter into any business relationship with offenders, or their families (example – selling, buying or trading personal property), or personally employ them in any capacity. Unless approved in writing by the Department's Contract Manager, or designee, the Vendor's staff shall not have outside contact (other than incidental contact) with an offender being served, or their family or close associates, except for those activities that are to be rendered under the resulting Contract.
- 2.12.3.4** The Vendor's staff shall not engage in any conduct which is criminal in nature, or which would bring discredit upon the Vendor or the State. In providing services pursuant to the resulting Contract, the Vendor shall ensure that its employees avoid both misconduct, and the appearance of misconduct.
- 2.12.3.5** Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone, and in writing to the Department's Contract Manager, or their designee, including proposed action to be taken by the Vendor. Any failure to report a violation, or take appropriate disciplinary action against the offending party or parties shall subject the Vendor to appropriate action, up to, and including termination of any resulting Contract.
- 2.12.3.6** The awarded Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Department's Contract Manager, or their designee, within 24 hours, of the Vendor's knowledge of the incident.

### **2.12.4 Staff Background/Criminal Record Checks**

- 2.12.4.1** The Vendor's staff, assigned to the resulting Contract, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime

Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the contract. The use of criminal history records and information derived from such records are restricted, pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide, the following data for any individual of the Vendor or subcontractor's staff providing services under the resulting Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. The Vendor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Vendor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

- 2.12.4.2** The Vendor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being assigned to work under the Contract. The Vendor shall not offer employment to any individual, or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.
- 2.12.4.3** No person who has been barred from any FDC Institution or other Department facility shall provide services under the Contract resulting from this, without prior written approval from the Department's Contract Manager.
- 2.12.4.4** Offenders shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the offender and any staff of the Vendor. It is the responsibility of the Vendor to advise the Department's Contract Manager, or designee, of any known pre-existing close personal relationships between staff and offender(s). Rule 33-208.002(26), F.A.C. shall apply at the Program, which stipulates that marriage between employee and offender is prohibited.
- 2.12.4.5** The Vendor shall not employ or enter into any subcontract with any individual at any Program site under the resulting Contract who is under supervision or jurisdiction of any parole, probation or correctional authority to provide direct treatment services, or provide supervision of any other offenders at any Vendor's program. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with, or access to, any records of the Department of Corrections' offenders participating at contracted sites.
  - a. The Vendor shall disclose any business or personal relationship a staff person, officer, agent, or potential hire may have with anyone presently incarcerated, or under the supervision of the Department.
  - b. The Vendor shall immediately report any new arrest, criminal charges, or convictions of a current employee under the resulting Contract.
  - c. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony, or first-degree misdemeanor



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

- d. The Vendor shall comply with the Department Procedure 208.013, Outside Employment, when hiring both current and former Department employees.

## **2.13 General Reporting Requirements**

The Vendor shall comply with all programmatic reporting requirements established by the Department, as set forth in Exhibit B of this RFP. In addition, the Vendor shall provide the following reports to the Department's Contract Manager, or designee:

- 2.13.1** Report of Alcohol/Drug Screening and Testing Results: The Vendor shall submit a report at least once a month, with accompanying invoice, containing the name and DC number for each individual offender in the program, detailing the dates the offender was tested, drugs for which the offender was tested, and results of urinalysis, as applicable.
- 2.13.2** Program Invoice and Monthly Performance Reports: The Vendor shall provide the Department with a Monthly Program Invoice, Exhibit C, and Monthly Performance Report, Exhibit D, using the Department's standardized format. The Program Invoice and Monthly Performance Report shall be submitted to the Department's Contract Manager, or designee, no later than the last business day of the following month.
- 2.13.3** Monthly Progress Reports: The Vendor shall provide monthly written progress reports to the offender's supervising probation officer.
- 2.13.4** Referral List Report: The Vendor shall provide the Department with a Referral List using the Department-approved format, Exhibit A. The Referral List shall be provided to the Department's Quality Assurance Contract Manager, or designee, on a monthly basis. The Referral List shall provide the Department with a list of offenders who have been referred to the program, but who are awaiting initial screening or are currently serving jail time.
- 2.13.5** Waiting List Report: The Vendor shall provide the Department with a Waiting List. The Waiting List shall be provided to the Department's Quality Assurance Contract Manager, or designee, on a weekly basis. The Waiting List shall provide the Department with a list of offenders who meet the criteria, have been approved for placement by the Vendor, and are currently waiting for an available bed.
- 2.13.6** Staffing Schedule: The Vendor shall provide the Department's Quality Assurance Contract Manager, or designee, with a staffing schedule, using the Department-approved format, Exhibit F. The staffing schedule shall be provided on a monthly basis

by the last working day of the month. The staffing schedule shall include the staff name, position title, and the weekly work schedule for that position.

- 2.13.7** Grievance Log Summary: The Vendor shall provide the Department with a grievance log summary, upon request.
- 2.13.8** Incident Reports: The Vendor shall immediately report all incidents, including but not limited to, incidents involving any use of force by a Vendor's staff member upon an offender, significant staff disciplinary incidents, staff employment terminations, any and all new staff arrests, physical or verbal threats, and assaults by an offender upon another offender or Vendor's staff, destruction of property, and offender medical emergencies. All incidents shall be documented in writing and submitted to the Department's Contract Manager, or designee, within 24 hours, in the Department approved format.
- 2.13.9** Monthly Employment Report: The Vendor shall provide a Monthly Employment Report using the Department-approved format, Exhibit G. This report shall be submitted to the Department's Contract Manager, or designee, with the Program Invoice and Monthly Performance Reports, with a copy of the report submitted to the Department's Contract Quality Assurance Program Manager. The report shall contain all the offenders in the Employment ReEntry Component (ERC) phase on the last day of the month to include: name, DC number, date of placement in the ERC Phase, the date employment is first obtained, and a comment column for any relevant comments.
- 2.13.10** Monthly Subsistence Report: The Vendor shall provide a Monthly Subsistence Report using the Department-approved format, Exhibit H. This report shall be submitted to the Department's Quality Assurance Contract Manager by the last working date of the month being reported. The reports shall include the offender's name, DC number, Amount of Subsistence Charged for the Month, Amount of Subsistence Collected for the Month, and the Remaining Balance Owed.
- 2.13.11** Adhoc Reports: The Vendor agrees to maintain and file with the Department such progress, fiscal, inventory reports, and other reports as the Department may require within the period of the resulting Contract, including the reports listed above, as well as, those specified in Exhibit B of this RFP.
- 2.13.12** Quality Assurance Reports: The awarded Vendor shall be required to provide a written report detailing the findings of its quality assurance program, as outlined in Section 2.9.6. This report shall be submitted semiannually to the Department's Quality Assurance Local Contract Coordinator.

## **2.14 Value-Added Services**

Value-added services include any services the Vendor offers to provide as part of the resulting Contract, that clearly exceed the minimum requirements of service delivery and/or that may be unknown to the Department at this time.

An example of value-added services would be, "the Vendor will provide bilingual substance abuse treatment program services."

Any value-added service proposed by the Vendor may become a requirement of the Department's, if accepted by the Department, and be a part of the minimum service specification contained in the resulting Contract.

## 2.15 Deliverables

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

- a. Reports, as required in Section 2.13, General Reporting Requirements;
- b. Occupied bed(s);
- c. Substance Abuse programming, pursuant to the Scope of Work; and
- d. Co-Occurring Services, pursuant to the Scope of Work.

## 2.16 Performance Measures

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

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

### 2.16.1 Performance Measure #1 – Licensure

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

**Measure:** Receive and compare the written licensure reports from the Florida Department of Children and Families, and a copy of the appropriate license(s) to ensure appropriate services are provided and ensure licensure compliance.

**Standard:** The Vendor must maintain in good standing the appropriate level(s) of Florida Department of Children and Families licensure for the contracted programs.

**Financial Consequences:** If the Vendor fails to meet this Performance Measure, the Department will impose financial consequences in the amount of \$1,000, per month, until such time as an appropriate license is issued for the contracted program. This includes assessment of financial consequences if an interim license is issued for any of the following reasons:

- a. Facility or service component under Contract with the Department is substantially in non-compliance with licensure standards;
- b. The Vendor has failed to provide satisfactory proof of conformance to fire, safety, or health requirements for the contracted program(s); or
- c. The Vendor is involved in licensure suspension or revocation proceedings for the contracted program(s).

### 2.16.2 Performance Measure #2 – Program Evaluation

- Outcome:** The Vendor shall meet 100% of the contractual obligations.
- Measure:** Review the total score of the annual comprehensive program evaluation conducted by the Department.
- Standard:** The Vendor must meet or exceed a score of 80% compliance on the annual comprehensive program evaluation.
- Financial Consequences:** If the Vendor fails to meet this Performance Measure, the Department will impose financial consequences in the amount of \$2,500.00 for the annual comprehensive program evaluation.

### 2.16.3 Performance Measure #3 – Reduction in Substance Use

- Outcome:** The Vendor shall ensure that offenders remain drug-free from non-prescribed medication, illicit drugs, and alcohol while enrolled in residential substance abuse treatment programming evidenced by negative drug screens/tests and/or laboratory confirmations.
- Measure:** Review of monthly report of Alcohol/Drug Screening and Testing Results submitted with monthly invoice and quarterly review of the Department's Offender Based Information System.
- Standard:** Achievement of outcome must meet or exceed 85% on a quarterly basis. The quarterly timeframes are July 1st thru September 30th, October 1st thru December 31st, January 1st thru March 31st, and April 1st thru June 30th.
- Financial Consequences:** If the Vendor fails to meet this Performance Measure, the Department will impose financial consequences in the amount of \$1,000 in the month following the end of the quarter. These months are October, January, April, and July.

### 2.16.4 Performance Measure #4 – Counselor Staffing

- Outcome:** The Vendor shall consistently maintain one full-time or interim qualified counselor for every 15 Department-funded residential substance abuse beds assigned to this Contract.
- Measure:** Quarterly review of the required written notifications of any counselor resignations or terminations within two calendar days of the received resignation or termination, and any staffing report requested.
- Standard:** Within 28 continuous calendar days of becoming vacant, 100% of all vacant required counselor positions must be filled with permanent or interim qualified staff.
- Financial Consequences:** If the Vendor fails to meet this Performance Measure, the Department will impose financial consequences in the amount of \$115.00 per day, for each counselor position that is vacant for any days after the allowable 28 days. Review of records for imposition

of financial consequences will occur minimally once a quarter each fiscal year.

#### **2.16.5 Performance Measure #5 – Criminal Thinking Programming**

**Outcome:** The Vendor shall provide an approved cognitive behavioral criminal thinking program to all program participants.

**Measure:** Review of the Certificate of Completions provided to the participants for the approved cognitive behavioral criminal thinking program which are attached to the Monthly Performance Report for any successful discharges from the program.

**Standard:** One year from the date of Contract Execution, 90% of the successful discharges will complete the approved cognitive behavioral criminal thinking program.

**Financial Consequences:** If the Vendor fails to meet this Performance Measure, the Department will impose financial consequences in the amount of \$250.00 for every case below the 90% as stated above.

**2.16.6** The standard for each performance measure must be met for the amount of time specified. The Vendor shall advise the Department, in writing, of any extenuating or mitigating circumstances that will prohibit them from meeting the above-outlined performance measure standards.

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

The Department's Contract Manager will provide written notice to the Vendor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within 10 days of receipt of a written notice of demand for consequences due, the Vendor shall forward payment to the Department. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order. As an alternative, the Vendor may issue a credit, for the amount of the financial consequences due, on the next monthly invoice following imposition of consequences; documentation of the amount of consequences imposed shall be included with the invoice.

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

#### **2.17 Monitoring Methodologies**

The Department's Contract Manager, designee and/or the Local Contract Coordinator, and the Department's Quality Assurance Contract Manager will perform monitoring, not less than once a year, during the term of the resulting Contract to ensure Contract compliance, and the delivery of quality treatment services, and review of all Contract requirements. The Department reserves the right to make monitoring visits at any time, on-site.

The Department's Contract Manager will provide a written monitoring report to the Vendor following the monitoring visit.

When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Vendor. The Department's Contract Manager will require the CAP to be submitted to the Department's Contract Manager within 30 days, or less of receipt of the monitoring report, depending on the seriousness of the non-compliance issue. If necessary, a follow-up monitoring visit will be scheduled by the Department's Contract Manager, at which time, full contractual compliance must be met. Failure to correct deficiencies, as outlined in the monitoring report, may result in a determination of breach of Contract, and termination of services.

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

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

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

To further assist in the Contract monitoring process, the Department has established a Vendor's Self-Certification of Compliance form, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Vendor's Self-Certification of Compliance form will be retained in the Department's Contract Manager's file, and the official Contract file. The Vendor shall complete the Vendor's Self-Certification of Compliance form within 30 days of execution of the resulting Contract, and forward the original to the Department's Contract Manager. All documents referenced in the Vendor's Self-Certification of Compliance form shall be maintained by the Vendor and copies shall be provided to the Department upon request, within three business days.

#### **2.17.2 Program Start-up Orientation and Subsequent Monitoring**

The Department's Contract Manager, or designee, will conduct a site visit during the first 30 days of program start-up. The Department's Contract Manager, or designee, will observe and assess the awarded Vendor's understanding of the tasks required for the overall successful functioning of the program. This program site visit will include confirmation that technical instructions have been provided to new staff, and a face-to-face meeting with the lead contract supervisor(s) and staff to ensure that Contract requirements, monthly reporting, invoicing, program data management are clearly understood and properly implemented. This will be followed up by an in-depth

comprehensive program monitoring evaluation of the program at least once during every contract year.

## **2.18 HIPAA Business Associate Agreement**

The Vendor will be required to execute a HIPAA Business Associate Agreement, included as Attachment VI, and comply with all provisions of state and federal law regarding confidentiality of patient information.

## **2.19 Records and Documentation**

To the extent that information is utilized in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of “public record,” as defined in Section 119.011(1), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department’s custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the Vendor for a period of five (5) years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and §[119.07](#)(1), F.S.

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

## **2.20 Audit Records**

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

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

The Vendor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements, as specified in this RFP, Attachment VII.

## **2.21 Financial Specifications**

### **2.21.1 Funding Source**

This project is funded by General Revenue and is contingent upon annual appropriation by the Legislature.

### **2.21.2 Invoicing and Payment of Invoices**

Any resulting Contract will be at a fixed-rate. The Department will compensate the Vendor for services, as specified in Attachment I, Cost Proposal Sheet. All charges must be billed in arrears, in accordance with Section 215.422, F.S.

The awarded Vendor agrees to request compensation on a monthly basis through submission of a properly completed invoice within 30 days following the end of the month for which payment is being requested. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be accompanied by the required monthly program reports as outlined in Section 2.13, General Reporting Requirements, shall be submitted to the Department's Contract Manager, or designee, and shall include all required information.

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

## **2.22 Modification after Contract Execution**

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

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

The Department shall provide written notice to the Vendor 30 days in advance of any Department-required changes to the technical specifications, and/or scope of service, which affect the Vendor's ability to provide the service as specified herein. Any changes, other than purely administrative changes, will require a Contract amendment.

## **SECTION 3.0 - PROCUREMENT RULES AND INFORMATION**

### **3.1 Instructions to Respondents (PUR1001)**

The General Instructions to Respondents are outlined in form PUR 1001 which is a downloadable document incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within form PUR 1001. There is no need to return this document with the response. The PUR1001 is available at <http://dms.myflorida.com/content/download/2934/11780>.



### **3.2 Vendor Inquiries**

Questions related to this RFP must be received, in writing via email, by the Procurement Officer listed below, within the time indicated in the Timeline. Oral inquiries, or those submitted after the period specified in the Timeline, will not be acknowledged.

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

#### **Procurement Officer Contact Information**

Allegra Small, Procurement Officer  
Bureau of Procurement  
Florida Department of Corrections  
Email: [purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com)

**Between the release of the solicitation, and the end of the seventy-two (72) hour period following posting of notice of intention to award (the seventy-two (72) hour period excludes Saturdays, Sundays, and State holidays), Vendors responding to this solicitation, or persons acting on their behalf, may not contact any employee, or officer, of the executive, or legislative branches of government, concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response, Section 287.057(23), F. S.**

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

### **3.3 Cost of Proposal Preparation**

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

### **3.4 Identical Tie Proposals**

When evaluating Vendor responses to this RFP, where there is identical pricing or scoring from multiple Vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011, F.A.C.

### **3.5 Instructions for Proposal Submittal**

Each Proposal response shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the review of the Proposals, it is essential that Vendors follow the format and instructions.

- Proposals may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline;
- Electronic submission of Proposals will not be accepted;
- Proposals must be delivered on or before the Opening Date, as stipulated in the Timeline. The Department's clocks will provide the official time for Proposal receipt and opening;

- All Proposals must be submitted in a sealed envelope/package with the relevant solicitation number and the date and time of the Proposal opening shall be clearly marked on the outside of the envelope/package;
- Late Proposals will not be accepted;
- Submit one (1) signed original Proposal, five (5) hard copies, and six (6) electronic copies, in searchable PDF format on CD or DVDs. The electronic copies should contain the entire Proposal, as submitted, including all supporting and signed documents. If the Vendor submits a redacted copy of the Proposal, as outlined in Section 3.22, the Vendor must submit one (1) redacted hard copy and one (1) electronic copy of their redacted Proposal in searchable PDF format, on CD or DVD. The submitted CD/DVDs should not be “password protected.”

### 3.6 Project Proposal Format and Contents

This section prescribes the format in which the Proposals are to be submitted. There is no intent to limit the content of the Proposal. Additional information deemed appropriate by the Vendor may be included, but should be placed within the relevant section. **Additional tabs beyond those designated in this section will not be evaluated.** The following paragraphs contain instructions that describe the required format for Proposals.

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

All Proposals should contain the sections outlined below. Those sections are called “Tabs.” A “Tab”, as used here, is a section separator, offset and labeled, such that the Evaluation Team can easily turn to “Tabbed” sections during the evaluation process.

#### 3.6.1 Mandatory Responsive Requirements

The following terms, conditions, or requirements must be met by the Vendor to be considered responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause the Proposal to be deemed non-responsive.

- 3.6.1.1** It is mandatory that the Proposal is received by the Department by the date and time specified in the Timeline.
- 3.6.1.2** It is mandatory that the Vendor sign, have certified by a notary public, and return the “Certification Attestation Page” (Attachment II), and insert it under **Tab A** of the Proposal.
- 3.6.1.3** The Vendor shall sign and return the “Facility/Site Requirements Certification/Attestation Page” (Attachment III), and insert it under **Tab A** of the Proposal.
- 3.6.1.4** It is mandatory that the Vendor sign and submit the Cost Proposal Sheet (Attachment I), and insert in under **Tab F** of the Proposal.

#### 3.6.2 Tab A – Executive Summary

The Proposal should include an Executive Summary (narrative) synopsis of the Vendor’s method of delivering the required services, in compliance with the minimum requirements and Scope of Services outlined in the RFP. The synopsis should contain sufficient detail addressing all elements of the required service delivery and should be

prepared in such a manner that will clearly indicate the Vendor's understanding of, and intent to comply with, the requirements set forth in the RFP. The Executive Summary shall be signed by a representative of the Vendor authorized to bind the corporate entity submitting the Proposal and should be inserted under **Tab A** of the Proposal. The Executive Summary should also contain information addressing each of the following requirements:

- 3.6.2.1** If the Vendor will use subcontractors to provide any of the services, the Vendor shall provide detailed information for all subcontractors it plans on contracting with to provide any of the services under the resulting Contract. This information shall be provided in accordance with Section 4.3 of this RFP. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the resulting Contract, the number of years subcontractor has provided services, projects of similar size and scope to the services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime subcontractor) the subcontractor has had in the past three years.
- 3.6.2.2** Proof that the Vendor is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. This information may be obtained from the Florida Secretary of State's Office.
- 3.6.2.3** A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Vendor is also an employee of the State or no State employee owns a five percent (5%) interest in the Vendor or its' affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.
- 3.6.2.4** A statement from any proposed subcontractor acknowledging acceptance of, and intent to be bound by the Contract terms to be included in the Department's Contract should the Vendor be awarded any resulting Contract. The statement shall bear an original signature from a person authorized to legally bind the subcontractor. The proposed subcontractor shall also be licensed in the State of Florida.
- 3.6.2.5** A statement certifying that the Vendor has no interest, and shall not acquire any interest which will conflict with their performance of the services required under this RFP.
- 3.6.2.6** The Vendor shall also identify all entities of or related to the Vendor (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Vendor), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Vendor shall identify the amount of any payments made as part of any settlement agreement, consent order, or

conviction. If there have been none, a statement should be provided to this effect.

- 3.6.2.7** A statement indicating whether it, its parent company, any of its corporate officers, affiliates, divisions, or subdivisions, or any facilitates, divisions, or subdivisions of its parent company is currently the subject of an investigation by a state, federal, or other governmental agency.

### **3.6.3 Tab B - Business/Corporate Experience and Qualifications**

The purpose of this section is to provide the Department with a basis for determining the Vendor's competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous Contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The Vendor shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the Proposal under this RFP that will be performing as "the Vendor" and insert it under **Tab B**.

#### **3.6.3.1 Narrative/Record of Past Experience**

The Vendor shall have three years of business/corporate experience within the last five years providing residential substance abuse treatment program services to individuals in the criminal justice system. Details of the Vendor's experience should be provided in narrative form, in sufficient detail so that the Department is able to evaluate its complexity and relevance. This information should specifically include:

- a. A narrative description of the Vendor's experience delivering residential substance abuse treatment program services over the past five years, with dates of service delivery clearly identified. During all times material to this experience requirement, the Vendor shall have been an appropriately licensed, permitted, provider and shall have had an appropriately licensed staff to supervise, and oversee the delivery of residential substance abuse treatment program services.
- b. A description of the type of population served, including but not limited to, an estimated total population served annually, and the demographics of that population.
- c. A current copy of all required state and federal licenses, permits, and registrations including, but not limited to, the following:
  1. Face-sheet of the Vendor's current insurance policy showing sufficient coverage as indicated in Section 4.4 of this RFP; and
  2. Any applicable state and/or federal licenses related to services provided under this RFP, as applicable; or, a copy of the Florida Department of Children and Families' application for licensure; or, the Vendor's implementation plan to secure the required license.
- d. The Vendor's business plan and administrative structure. The Vendor's organizational structure shall be described with clear lines of authority depicted.

- e. Identify no less than three and no more than 5 current and/or past (within the last five years) Contracts for the provision of services similar to those identified in this RFP that fully demonstrate that the Vendor has the experience, and ability to completely and timely perform all services contemplated by this RFP. Provide the name and current telephone number, email address, and mailing address, for the specified Contract Manager for each identified Contract.
- f. Copy of the most recent Contract management reviews, evaluations, audits, or similar documents for those Contracts identified under “e” above.
- g. Provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience (i.e., specialized accreditations, grant awards, etc.).
- h. If the Vendor intends to use subcontractors, provide identification of all subcontractors performing any service delivery, and include a statement indicating the percentage of work to be completed by the Vendor, and each subcontractor, as measured by percentage of the total Contract.
- i. Description of community networks, partnerships, or resources that will be used in meeting the needs of the referred population and availability of resources (other than financial) to work on this project.
- j. Provide a list of all Contracts within the last five years that the Vendor or Subcontractor(s), (if utilized), were:
  - 1. Terminated prior to their original expiration date and the rationale for the termination; and/or
  - 2. Involved in a loss of funds and the reason for the loss (i.e., delays, financial consequences, loss of performance bonds), and the amount for each.

If none of the above conditions have occurred, the Vendor should provide a statement to that effect.
- k. Summary of any ongoing litigation with an indication as to whether a negative outcome would have potential material impact on the Vendor. If none, then the Vendor should provide a statement to that effect.

**3.6.3.2 Business/Corporate Background**

The following corporate details for the Vendor and each Subcontractor, if applicable, should be provided.

- a. date established;
- b. ownership (public company, partnership, subsidiary, etc.);
- c. primary type of business and the number of years conducting primary business;
- d. total number of employees; and

- e. national accreditations, memberships in professional associations, or other similar credentials.

### **3.6.3.3 Business/Corporate References**

The Vendor should furnish references with their Proposal, utilizing the form provided as Attachment IV of this RFP. In order to qualify as current experience, services described by corporate reference shall be ongoing or shall have been completed within the 36 months preceding the issue date of this RFP.

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

### **3.6.4 Tab C - Project Staff**

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

#### **3.6.4.1 Key Management Personnel and Qualifications**

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

- a. **Chief Executive Officer (or equivalent title):** The Chief Executive Officer is the highest-ranking officer in the Vendor's company or organization. The CEO shall have a minimum of two years' experience as CEO in the provision of community-based criminal justice substance abuse treatment services.
- b. **Project Manager (or equivalent title):** The Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual shall have a minimum of two years' experience within the last five years, at the management level, providing direct administrative oversight.
- c. **Qualified Professional:** The Qualified Professional is the individual who will be responsible for Clinical Supervision of services provided at the facility.

#### **3.6.4.2 General Project Staff Requirement**

##### **3.6.4.2.1 Job Descriptions**

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

- a. Qualified Professional/Clinical Supervisor (or equivalent title)
- b. Primary Counselor
- c. Management or Supervisory Positions
- d. Clinical/Program Support/Monitor Positions
- e. Any other position(s) providing services under this RFP

#### **3.6.4.2.2 Staffing Plan and Schedule**

The Vendor will provide the following:

- a. A list of all position titles in the organization that will provide any administrative oversight, support, or direct services under any resulting Contract. This position title list should reflect the number of staff with that title who will be providing those services, and specify whether it is an on-site position or an administrative oversight position;
- b. A detailed monthly master program schedule for the Intensive Treatment Component Phase (ITC) and the Employment Re-entry Phase (ERC), which reflects all counseling and therapeutic activities, as well as, any other activities that are scheduled to occur, seven days a week, 24 hours a day. These schedules should reflect the time the activities are scheduled to begin and end;
- c. A detailed monthly staffing schedule which reflects the number of staff and the position titles of the individuals who will be working each identified shift, seven days a week, 24 hours a day;
- d. A detailed written “back-up” plan for filling staff absences and vacancies;
- e. Prior history of staff retention, and what incentives and benefits are provided to retain staff; and
- f. Written plan to recruit, hire, and train staff for this project, which reflects an understanding of the Department’s role in approving an individual for work under any resulting Contract.

#### **3.6.5 Tab D – Technical Proposal/Service Delivery Approach**

The Vendor shall provide a narrative Service Delivery Approach identifying how the Vendor will meet the Scope of Work of this RFP. The response should fully describe the Vendor’s methodology for meeting the Department’s requirements for service delivery, outlined in Section 2, specifically addressing each component of providing residential substance abuse treatment program services. The Technical Response shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level. The Vendor should insert the required information for this section under **Tab D** of the response.

Vendors should be thorough and detailed in their response. Vendors are encouraged to include any additional relevant information that would assist in evaluating the overall

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

- 3.6.5.1** Staff Conduct and Safety Requirements: The Vendor should provide with their Proposal, Vendor's detailed written description of its understanding of the staff conduct and safety requirements listed in Section 2.12.3, and how the Vendor will ensure that all staff adhere to these requirements.
- 3.6.5.2** Emergency Operations Procedure: The Vendor should provide with their Proposal, a written emergency procedure covering such emergencies as fire, natural disaster, hurricanes, severe weather, and pandemic outbreak, including, how the Vendor will coordinate with the Department during such emergencies.
- 3.6.5.3** Program Licensure: The Vendor should provide with their Proposal, documentation showing current required licensure for the proposed site(s), appropriate to the program type for this RFP, as specified by Rule 65D-30.003, F.A.C., Licensing and Regulatory Standards, or a copy of the Florida Department of Children and Families application for licensure, or an implementation plan to obtain licensure. If the Vendor is currently providing residential services, a copy of the most recent Florida Department of Children and Families audit for services should be provided.
- 3.6.5.4** Clinical Supervision: The Vendor should provide with their Proposal, a written description of the following: (1) detailed description of how the Vendor will provide on-site individual/group clinical supervision a minimum of four hours per month, per primary counselor, and specifically how this supervision will be documented; (2) detailed description of how the Qualified Professional will ensure that clinical charts are reviewed, signed and dated, in accordance with Chapter 65D-30, F.A.C. and Chapter 397, F.S.
- 3.6.5.5** Reporting Requirements: The Vendor should provide with their Proposal, a written description of how the Vendor will meet the reporting requirements in Section 2.13 of this RFP. This detailed description must address each required report separately and should list any non-Department forms that will be utilized to meet the requirement.
- 3.6.5.6** Performance Measures: The Vendor should provide with their Proposal, a written description of the steps the Vendor intends to implement in order to meet each of the performance measures and the Vendor's understanding of when and how financial consequences for failure to meet these performance measures will be imposed.
- 3.6.5.7** Records and Documentation: The Vendor should provide with their Proposal, a detailed description of how the Vendor will maintain client records, and documentation to include the record of substance abuse services provided, including documentation of progress, record management system, and record retention and disposition.
- 3.6.5.8** Referral Forms: The Vendor should provide with their Proposal, a detailed description of the Vendor's system for processing referral forms from program referral to program discharge, including maintaining wait lists,



referral lists, meeting time frames, and providing information to the Probation Officer.

- 3.6.5.9** Therapeutic Community Model: The Vendor should provide with their Proposal, a detailed description of their understanding of a therapeutic community model of treatment, and how it will be implemented in the program.
- 3.6.5.10** Alcohol and Drug Screening and Testing: The Vendor should provide with their Proposal, a detailed description of on-site and laboratory screen/confirmation testing on offenders in the program, including frequency, maintaining drug logs, reporting results to Probation Officer, and monthly report.
- 3.6.5.11** Risk and Needs Assessment: The Vendor should provide with their Proposal, a detailed description of the Risk and Needs Assessment instrument they will utilize and how criminogenic needs identified will be incorporated into the Psychosocial Evaluation and Individual Treatment Plan.
- 3.6.5.12** Program Eligibility/Screening: The Vendor should provide with their Proposal, a detailed description of the Vendor's determination of appropriateness and admission criteria for offender's admission or exclusion from the program, and screening process to include offender's consent forms, timeframes, and provision for offenders who do not meet the screening criteria, including the criteria that offenders who are approved for placement in a co-occurring disorder bed must meet.
- 3.6.5.13** Orientation: The Vendor should provide with their Proposal, a detailed description of how the orientation process will meet the requirements of Rule 65-D-30.004(16), F.A.C., including but not limited to, provision of Client Handbook, applicable fees, limits of confidentiality, program rules, client grievance procedures, and address coordination with the probation officer.
- 3.6.5.14** Treatment Planning: The Vendor should provide with their Proposal, a detailed description of the treatment planning process, including initial and individual treatment plans and reviews, and how they will incorporate compliance with supervisory requirements.
- 3.6.5.15** Intensive Treatment Component (ITC): The Vendor should provide with their Proposal, a detailed description of how the Intensive Treatment Component will be implemented, including the Vendor's approach to the provision of counseling sessions and therapeutic activities, which includes a schedule of the activities that will be offered including the counseling and therapeutic activities. The schedule should include how the offender's time is utilized 24 hours per day, seven days a week.
- 3.6.5.16** Employment/Re-Entry Component (ERC): The Vendor should provide with their Proposal, a detailed description of how the Employment/Re-Entry Component will be implemented, including the Vendor's approach to the provision of counseling sessions and therapeutic activities, which includes a schedule of the activities that will be offered including the counseling and therapeutic activities. The schedule should include how the offender's time is utilized 24 hours per day, seven days a week.

- 3.6.5.17** Cognitive Behavioral Programming: The Vendor should provide with their Proposal, a detailed written description of its understanding that all participants must receive Cognitive Behavioral Programming during their course of treatment addressing criminal thinking and the evidence-based curriculum that will be utilized. The Vendor should also provide their understanding that all Counseling and Therapeutic activities should minimally address the following: Anti-Social Personality; Criminal Associates, Substance Abuse; Family/Marital; Leisure/Recreation; Criminal Thinking/ Attitude; and Employment/School.
- 3.6.5.18** Criminogenic Needs: The vendor should provide with their Proposal, a detailed written description of how they will address criminogenic needs, i.e., Anti-Social Personality; Criminal Associates; Substance Abuse; Family/Marital; Leisure/Recreation; Criminal Thinking/Attitude; and Employment/School in all counseling and Therapeutic Activities.
- 3.6.5.19** Counseling Activities: The Vendor should provide with their Proposal, a detailed description of how the weekly required hours of counseling activities will be met, including:
- a. Specific activities that will be used to meet this requirement;
  - b. Evidence-based practices/curriculums that will be utilized to meet this requirement, and any specific criminogenic needs;
  - c. Length and type of group sessions, including minimum participants; and
  - d. Minimum credentials of the facilitator(s) for counseling activities.
- 3.6.5.20** Therapeutic Activities: The Vendor should provide with their Proposal, a detailed description of how the weekly required hours of therapeutic activities will be met, including:
- a. Specific activities that will be used to meet this requirement;
  - b. Evidence based practices/curriculums that will be utilized to meet this requirement, and any specific criminogenic needs;
  - c. Length and type of meetings, groups, activities, including minimum participants; and
  - d. Minimum credentials of the facilitator for therapeutic activities.
- 3.6.5.21** Educational and Vocational Training: The Vendor should provide with their Proposal, a detailed description of how the Vendor's program will meet the needs of offenders who do not have education training or vocational skills in order to ensure successful re-entry back into the community, and completion of supervision.
- 3.6.5.22** Life/Transition Re-Entry Skills Training: The Vendor should provide with their Proposal, a detailed description of the life/transition re-entry skills specific training that will be provided at their facility, and how they will determine which offenders participate in which specific skills training.
- 3.6.5.23** Employment and Verification of Employment: The Vendor should provide with their Proposal, a detailed description of their guidelines for offender employment, and how offender employment will be verified, including contact with the offender's employer to substantiate work performance and attendance.
- 3.6.5.24** Discharge Criteria and Planning: The Vendor should provide with their Proposal, a detailed description of the Vendor's discharge planning process

for successful, unsuccessful, or administrative discharge, including behavior expectation of the offender, provision of documents to the Department, and timeframes for completion of these documents.

- 3.6.5.25** Aftercare/Continuing Care Program: The Vendor should provide with their Proposal, a detailed description of their provision of aftercare/continuing care program services, or how services will be referred to other providers. Include the estimate cost of aftercare/continuing care program services to the offender.
- 3.6.5.26** Quality Assurance Plan: The Vendor should provide with their Proposal, a detailed written description of their understanding of the development and implementation of a written quality assurance plan that shall comply with the requirements set forth in Section 397.419., F.S., and how it will ensure the use of a continuous quality improvement process, in accordance with Rule 65D-30.004(2), and that the Vendor shall be responsible for all costs incurred as a result of implementing this quality assurance plan.
- 3.6.5.27** Co-occurring Disorder Services/Referrals: The Vendor should provide with their Proposal, Vendor's detailed written description of its understanding of their development and implementation of operational procedures for serving or arranging services for participants with co-occurring substance abuse and mental health disorders, to include their utilization of the Illness Recovery Management (IRM) evidenced-based principles in addressing the co-occurring needs.
- 3.6.5.28** Work Details and Extra Duty: The Vendor should provide with their Proposal, a detailed description of how work details and extra duty will be assigned to offenders in both the Intensive Treatment Component and the Employment/Re-Entry Component.
- 3.6.5.29** Management of Personal Finances: The Vendor should provide with their Proposal, a detailed description of how offenders will be provided instruction and guidance on personal financial management and budgeting. The description should include how offenders will apply and practice the instruction and guidance provided throughout the program in the Employment/Re-Entry Phase.
- 3.6.5.30** Management and Oversight of Offender Funds: The Vendor should provide with their Proposal, a detailed description of how offenders funds will be managed, and how the program intends to assist the offender in developing habits of fiscal discipline, budgeting, and personal responsibility, including payment of all offender program costs.
- 3.6.5.31** Subsistence: The Vendor should provide with their Proposal, a detailed description of how and when subsistence fees from an employed offender will be approved, accessed, collected, and recorded, and where receipts, pay stubs, etc. will be maintained. Description should also include how and when the offenders will be oriented/notified of the subsistence policy.
- 3.6.5.32** Accounting for Offender's Whereabouts/Signing In and Out of the Facility: The Vendor should provide with their Proposal, a detailed description of the Vendor's Policy and Procedure regarding offenders signing in and out of the facility, and ensuring the whereabouts of offenders at all times.

- 3.6.5.33** Program Leave, Off-Site Activities and Absences: The Vendor should provide with their Proposal, a detailed description of the Vendor's approved offender leave program, recreation and leisure activities, and other off-site activities, including offender medical emergencies, eligibility and approval for leave, and timeframes for all leave.
- 3.6.5.34** Food Service/Meals: The Vendor should provide with their Proposal, a detailed description of how meals will be provided to offenders to ensure three (3) balanced and nutritious meals per day, and one snack, including how working offenders will be provided meals, and how the needs of offenders with special nutrition and dietary plans will be met.
- 3.6.5.35** Value-Added Services: The Vendor should provide with their Proposal, a detailed description of any value-added services the Vendor is offering the Department.

**3.6.6 Tab E – Facility/Site Information**

This information is being collected to assist in the evaluation of the proposed facility/site, and to aid in the facility/site inspection. Facility/site inspections will be scheduled by the Department after Contract award to ensure that the proposed facility/site meets all the requirements of this RFP. The awarded Vendors will be provided advance notice of the specific date for the facility/site Inspection. The Vendor's facility/site shall meet all requirements to the satisfaction of the Department, as determined by the Department. Prior to Contract execution, the Department shall provide written approval to the Vendor, of the facility/site location(s) meeting all requirements.

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

- 3.6.6.1** Physical address of proposed facility/site, which must be located in Circuit 04, Duval County and/or Circuit 12, Sarasota and Manatee Counties.
- 3.6.6.2** A brief description of the surrounding area/neighborhood, including proximity to public transportation, community resources, and employment opportunities. Indicate if there is a school, daycare facility, park, playground, or other area where children regularly congregate near the program facility and the approximate distance from the Vendor's facility.
- 3.6.6.3** Documentation of compliance with zoning requirements, including the capability to obtain a Conditional Use Permit (CUP) and communication with the county's Zoning Advisory Board, if applicable, and copies of all existing permits, or a plan to obtain and comply accordingly.
- 3.6.6.4** A facility start-up plan, which provides a timeline for the start of operations at the Vendor's facility, including, but not limited to, a schedule for preparing the facility for occupancy on, or before, the anticipated Contract start date. It shall also include any other tasks that are required before the actual occupancy, and operation of the program is commenced.
- 3.6.6.5** Compliance documentation to include, but not be limited to, Americans with Disabilities Act (ADA), and with all rules of the Florida State Fire Marshal. Documentation shall support the ability to comply and obtain all required licenses, or a plan to obtain and comply accordingly.

**3.6.6.6** If the facility is not in compliance at the time of Proposal submission, the Vendor's plan for compliance with, and achieving the Florida Americans with Disabilities Accessibility Implementation Act, and all rules of the Florida State Fire Marshal.

**3.6.6.7** A brief description of how the facility will be maintained, including pest and vermin control, and trash removal.

### **3.6.7 Tab F – Cost Proposal Sheet**

Cost Proposal Sheet (Attachment I) should be submitted with the most favorable terms the Vendor can offer. The Department may reject any and all Proposals that are conditional, incomplete, or which contain irregularities, as these will be deemed a counteroffer.

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

The Cost Proposal Sheet should identify the name of the Vendor, and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Vendor to the prices submitted.

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

## **3.7 Response Opening**

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

## **3.8 Evaluation Criteria**

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

### **3.8.1 Evaluation of Proposals**

Following the opening, the Department will conduct a review of Mandatory Requirements as a pass or fail. If the Proposal passes, the Proposal will then be evaluated and scored, based on the established criteria defined in Attachment X. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each Proposal for Category 1 - Business/Corporate Experience and Qualifications, Category 2 - Project Staff, and Category 3 - Service Delivery Approach.

The evaluation will involve the point scoring of each criterion in each category. The following shows the maximum number of points that may be awarded for each category:

Category 1 - Business/Corporate Experience and Qualifications – Tab B	100 points
Category 2 - Project Staff – Tab C	250 points
Category 3 - Service Delivery Approach – Tab D	400 points
Cost Points – Tab F	250 points
<b>TOTAL POSSIBLE POINTS</b>	<b>1,000 points</b>

**3.8.1.1** Evaluators will independently score each criterion within a category.

Each Evaluator’s score for each category will be combined and averaged to determine the point value. Each Vendor’s point value for each category will then be combined, and added to the Cost Point value to determine final scores

Attachment X includes the questions that have been developed for each category. A score should be assigned by the Department’s evaluators to each question as follows:

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

**3.8.1.2** For Cost Points, the Vendor submitting the lowest Unit Price for the per diem rate will receive 250 points. All other Proposals will receive Cost Points according to the following formula:

$$(N / X) \times 250 = Z$$

- Where: N = Lowest Unit Price for per diem rate for single nonsecure residential bed received by any Proposal
- X = Vendor’s Unit Price for per diem rate for single nonsecure residential bed
- Z = Points Awarded

**3.9 Basis of Award**

The Department anticipates awarding two Contracts from this RFP; one to each responsible and responsive Proposer who receives the highest total score for each location/site. The Department reserves the right to award a Contract, in whole, or for part of the work provided by this Solicitation. The Department reserves the right to accept, or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines doing so will serve the best interest of the State.

### 3.10 Disclosure of Response Contents

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

### 3.11 Posting of Notice of Agency Decision

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

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

### 3.12 Disposal of Proposals

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

### 3.13 Rules for Withdrawal

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

### 3.14 Rejection of Proposals

The Department shall also reject any or all Proposals containing material deviations. In determining whether a Proposal contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in Section 1.3.

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

### 3.15 Non-Mandatory Pre-Proposal Conference

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

The purpose of the conference is to discuss the contents of this RFP and accept verbal questions from potential Vendors. The Department will make a reasonable effort to provide answers during this event. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response **ONLY** to those verbal questions subsequently submitted in writing in accordance with Section 3.2 of this RFP, Vendor Inquiries. The Department's written response will be provided to all prospective Vendors via posting on the VBS as an addendum to the RFP and shall be considered the Department's official answers. Verbal answers and discussions shall not be binding upon the Department.

Vendors may choose to call-in for the Vendor's conference instead of physically attending. The conference call number is identified in the Timeline.

### **3.16 Addenda**

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

### **3.17 Verbal Instructions Procedure**

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

### **3.18 No Prior Involvement and Conflict of Interest**

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

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

Acknowledge acceptance on the Certification/Attestation Form, Attachment II.

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

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

### **3.19 State Licensing Requirements**

All entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Department shall be on file and in good standing with the State of Florida, Department of State.

### **3.20 MyFloridaMarketPlace (MFMP) Registration**

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services, as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system Vendor Information Portal (VIP), unless exempted under Rule 60A-1.030, F.A.C. State agencies



shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012, F.S. with any Vendor not registered in the VIP system, unless exempted by rule. A Vendor not currently registered in the VIP system shall do so within 5 days of award.

Registration may be completed at: <http://vendor.myfloridamarketplace.com>.

Those needing assistance may contact the MyFloridaMarketPlace Customer Service Desk at 866-352-3776 or [vendorhelp@myfloridamarketplace.com](mailto:vendorhelp@myfloridamarketplace.com).

### **3.21 Travel Expenses**

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

### **3.22 Confidential, Proprietary, or Trade Secret Material**

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Vendor must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Vendor on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Vendor submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Vendor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Vendor in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

### **3.23 E-Verify**

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the Contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

### **3.24 Vendor Substitute W-9**

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

### **3.25 Scrutinized Companies**

If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Contractor must certify that they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

### **3.26 Protest Procedures**

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

## **SECTION 4.0 SPECIAL CONDITIONS**

### **4.1 GENERAL CONTRACT CONDITIONS (PUR1000)**

The General Contract Conditions are outlined in form PUR 1000 which is a downloadable document incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within form PUR 1000. There is no need to return this document with the response. The PUR1000 is available at <http://dms.myflorida.com/content/download/2933/11777>.

### **4.2 State Initiatives**

#### **4.2.1 Diversity in Contracting**

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

To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Vendors and subcontractors in this solicitation.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at [http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity/osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity/osd/).

Diversity in Contracting documentation shall be submitted to the Contract Administrator if applicable, and should identify any participation by diverse Vendors and suppliers as prime Vendors, subcontractors, Vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number (FEIN) of each minority/service-disabled veteran Vendor utilized during the period, commodities and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran Vendor on behalf of each purchasing agency ordering under the terms of the resulting Contract.

#### **4.2.2 Environmental Considerations**

The State supports, and encourages initiatives to protect and preserve our environment. If applicable, the Vendor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 403.7065, F.S. The Vendor shall also provide a plan, if applicable, for reducing, and or handling of any hazardous waste generated by the Vendor's company, in accordance with Rule 62-730.160, F.A.C.

It is a requirement of the Florida Department of Environmental Protection (DEP) that a generator of hazardous waste materials that exceeds a certain threshold must have a valid, and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Vendors explanation of its company's hazardous waste plan, and shall explain in detail its handling and disposal of this waste.

#### **4.3 Subcontracts**

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

If a subcontractor is utilized by the Vendor, the Vendor shall pay the subcontractor within seven working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Vendor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Vendor to pay the subcontractor within seven working days will result in a penalty to be paid by the Vendor to the subcontractor in the amount of ½ of 1% of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

#### **4.4 Insurance**

The Vendor shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Vendor and the Department under the resulting

Contract. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additional named insured on the Vendor's insurance related to the Contract. Upon the execution of the resulting Contract, the Vendor shall furnish the Department's Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

#### **4.5 Copyrights, Right to Data, Patents and Royalties**

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

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

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

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

#### **4.6 Independent Contractor Status**

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

#### **4.7 Assignment**

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

#### **4.8 Severability**

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

#### **4.9 Use of Funds for Lobbying Prohibited**

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

#### **4.10 Reservation of Rights**

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

#### **4.11 Convicted Felons**

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

#### **4.12 Taxes**

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

#### **4.13 Safety Standards**

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

#### **4.14 Americans with Disabilities Act**

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

#### **4.15 Employment of Department Personnel**

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

#### **4.16 Legal Requirements**

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

#### **4.17 Conflict of Law and Controlling Provisions**

Any resulting Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

#### **4.18 Prison Rape Elimination Act (PREA)**

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

#### **4.19 Termination**

##### **4.19.1 Termination at Will**

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

##### **4.19.2 Termination Because of Lack of Funds**

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

##### **4.19.3 Termination for Cause**

If a breach of the Contract resulting from this solicitation occurs by the Vendor, the Department may, by written notice to the Vendor, terminate the Contract resulting from this solicitation upon 24 hours notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, F.A.C. The provisions herein do not limit the Department's right to remedies at law or to damages.

#### **4.19.4 Termination for Unauthorized Employment**

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

#### **4.20 Retention of Records**

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

#### **4.21 Indemnification**

The awarded Vendor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Vendor(s), or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

#### **4.22 Inspector General**

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

#### **4.23 Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline, 800-342-2762.

**ATTACHMENT I - COST PROPOSAL SHEET**

FDC RFP-17-103

**PROPOSERS SHALL SUBMIT A SEPARATE PROPOSAL AND PRICE PACKAGE FOR EACH JUDICIAL CIRCUIT AND FACILITY LOCATION PROPOSED WHEN SUBMITTING A RESPONSE TO THIS RFP.**

LOCATION OF FACILITY:

\_\_\_\_\_ (Judicial Circuit and County)

ADDRESS OF PROPOSED FACILITY:

\_\_\_\_\_ (Street Address)

\_\_\_\_\_ (City/State/Zip Code)

Row	Column 1	Column 2	*Column 3 (Informational Purposes Only)
		Single Nonsecure Residential Bed	Single Co-Occurring Disorder Bed
1	TOTAL NUMBER OF BEDS	_____	
2	PER DIEM RATE (PER DAY, PER BED)	\$ _____ (Unit Price)	\$ _____ (Unit Price)

\*Proposer may provide a per diem rate (unit price) in Column 3 for a Single Co-Occurring Disorder Bed, if Proposer offers this service. This is informational only, and will not be considered for award purposes.

\_\_\_\_\_  
NAME OF PROPOSER'S ORGANIZATION

\_\_\_\_\_  
FEID NUMBER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



**ATTACHMENT II  
CERTIFICATION/ATTESTATION PAGE  
FDC RFP-17-103**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Name of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT III  
FACILITY/SITE REQUIREMENTS CERTIFICATION/ATTESTATION PAGE  
FDC RFP-17-103**

Each item listed below is a program facility/site requirement for the Nonsecure (Short-Term) (nonsecure) residential substance abuse treatment program. The Vendor shall certify, by initialing next to each requirement that the proposed facility will meet these requirements **prior to Contract execution**. Prior to final Contract execution and implementation of services, the Department will verify that the awarded Vendor(s) facility/site have complied with the requirements of Section 1.4, Section 2.7, Attachment III, "Facility/Site Requirements Certification/Attestation Page" of this RFP, and all applicable county and city zoning requirements.

Subsequent to the posting of the Contract award, a preliminary facility site inspection will be scheduled by the Department. This preliminary site visit will be scheduled no later than **15 business days after Contract award unless an exception to this is requested by the Vendor and approved by the Department**. The vendor will have a written report of the preliminary findings within three business days of the preliminary inspection. A final site inspection will occur no later than **60 business days after Contract award**. After completion of the final inspection, the Department will address any specific deficiencies in a written report and allow the Vendor 10 working days from the receipt of the report to correct identified deficiencies. An inspection confirming that all deficiencies have been corrected will then be conducted. Failure to correct deficiencies after 10 days of receipt of the report results may result in rejection of the intended award and the Department may move to Contract with the next highest ranking responsive Vendor in accordance with the requirements of this RFP.

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

Proposed Facility/Site Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**ATTACHMENT IV  
BUSINESS/CORPORATE REFERENCE FORM  
FDC RFP-17-103**

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

1.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

2.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

3.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**ATTACHMENT V  
REFERENCE QUESTIONNAIRE  
FDC RFP-17-103**

**This form will be completed by the Department utilizing the information provided on Attachment IV.**

**THIS BUSINESS/CORPORATE  
REFERENCE IS FOR:  
NAME OF PERSON PROVIDING  
REFERENCE:  
TITLE OF PERSON PROVIDING  
REFERENCE:  
FIRM OR BUSINESS  
NAME:**

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**TELEPHONE NUMBER:**

**EMAIL  
ADDRESS:**

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1. How would you describe your relationship to this business/corporate entity? (e.g. Customer, Subcontractor, Employee, Contract Manager, Friend, or Acquaintance)

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2. A. If a Customer, please specifically describe the primary type of licensed substance abuse treatment program services, or other similar services, this entity provided to you.

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- B. Generally describe the geographic area where services were provided (number of counties served, section of the state, etc.).

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- C. What was the estimated population of clients served?

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3. Did this entity act as a primary provider, or as a subcontractor? If a subcontractor, to whom? Please specifically describe the type of service that was provided by the entity for which this reference is being provided.

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4. Can you identify the number of years that this entity has provided licensed substance abuse treatment services, or other similar services? Please provide dates to the best of your knowledge.  

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5. To your knowledge, did this entity perform or provide complete services, or was any portion of the services subcontracted out?  

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6. How many years have you done business with this business entity? \_\_\_\_\_  
Please Provide Dates:  

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7. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc.).  

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8. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.  

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9. Would you conduct business with this business/corporate entity again? If no, please state the reason.  

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10. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.  

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\_\_\_\_\_  
VERIFIED BY/DATE:

**ATTACHMENT VI  
BUSINESS ASSOCIATE AGREEMENT FOR HIPAA  
FDC RFP-17-103**

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

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

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

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

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

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

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

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

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

1. **Definitions**

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

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:

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

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

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

D. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

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

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

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

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

- E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the Contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).
- F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that, apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to



unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.

- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting Protected Health Information to fulfill its Contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this Contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

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

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.
- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original Contract between the Department and the Contractor.
- C. **Effect of Termination**
  - (1) Termination of this agreement will result in termination of the associated Contract between the Department and the Contractor.

- (2) Upon termination of this Agreement or the Contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.
6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.
7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys’ fees arising out of or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any subcontractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.
8. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

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**ATTACHMENT VII**  
**FINANCIAL AND COMPLIANCE AUDITS**  
**Special Audit Requirements**  
**FDC RFP-17-103**

The administration of resources awarded by the Department of Corrections to the Contractor may be subject to audits and/or monitoring by the Department of Corrections, as described in this attachment.

***MONITORING***

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Corrections. In the event the Department of Corrections determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

***AUDITS***

**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Contract indicates Federal resources awarded through the Department of Corrections by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Department of Corrections. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from resources obtained from other than Federal entities).

- 5 The Contractor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://www.myfloridacfo.com/aadir/cm0/cm949520.htm>.

## **PART II: STATE FUNDED**

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Contractor expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Contract indicates State financial assistance awarded through the Department of Corrections by this Contract. In determining the State financial assistance expended in its fiscal year, the Contractor shall consider all sources of State financial assistance, including State financial assistance received from the Department of Corrections, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Contractor expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Contractor expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the Contractor's resources obtained from other than State entities).
  1. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Contractor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/index.aspx> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Department of Financial Services' Website <http://www.fldfs.com/>, and the Auditor General's Website <http://www.myflorida.com/audgen/>.

## **REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by **PART I** of this Contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	(name)	Bureau of Procurement & Supply
Florida Dept. of Corrections	Florida Dept. of Corrections	Florida Dept. of Corrections
501 S. Calhoun Street	501 S. Calhoun Street	501 S. Calhoun Street
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Contractor shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Corrections at each of the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	(name)	Bureau of Procurement & Supply
Florida Dept. of Corrections	Florida Dept. of Corrections	Florida Dept. of Corrections
501 S. Calhoun Street	501 S. Calhoun Street	501 S. Calhoun Street
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

3. Copies of financial reporting packages required by **PART II** of this Contract shall be submitted by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	(name)	Bureau of Contract Management & Monitoring
Florida Dept. of Corrections	Florida Dept. of Corrections	Florida Dept. of Corrections
501 S. Calhoun Street	501 S. Calhoun Street	501 S. Calhoun Street
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letters, or other information required to be submitted to the Department of Corrections pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Contractors, when submitting financial reporting packages to the Department of Corrections for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

#### **RECORD RETENTION**

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of 7 years from the date the audit report is issued, and shall allow the Department of Corrections, or its designee, CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Corrections, or its designee, CFO, or Auditor General upon request for a period of 7 years from the date the audit report is issued, unless extended in writing by the Department of Corrections.

**EXHIBIT – 1**

FUNDS AWARDED TO THE CONTRACTOR PURSUANT TO THIS CONTRACT-CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	*Funding Amount	State Appropriation Category

<b>Total Award</b>						
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For each program identified above, the Contractor shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) at <http://www.myfloridacfo.com/aadir/cm0/cm949520.htm> and/or the Florida Catalog of State Financial Assistance (CSFA) <https://apps.fldfs.com/fsaa/catalog.aspx>. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the Contractor is clearly indicated in the Contract.

\* This amount is an estimate of the funding amount and subject to change.

**ATTACHMENT VIII  
CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM  
FDC RFP-17-103**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

**Company Name:** \_\_\_\_\_

\_\_\_\_\_  
**VENDOR'S SIGNATURE**

**(Form revised 11/10/15)**



**ATTACHMENT IX  
VENDOR'S CONTACT INFORMATION  
FDC RFP-17-103**

The Vendor shall identify the contact information as described below.

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

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

**Name:** \_\_\_\_\_

\_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone:** \_\_\_\_\_

\_\_\_\_\_

**Fax:** \_\_\_\_\_

\_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_

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**ATTACHMENT X – EVALUATION CRITERIA  
FDC RFP-17-103**

VENDOR NAME _____				
RFP Section Reference	Page Number(s) Information is Included <b>To be completed by Vendors</b>	Evaluation Criteria	Total Possible Points	Points Awarded <b>Completed by Evaluators</b>
<b>Category I – Business/Corporate Experience and Qualifications (Possible Points 100)</b>				
3.6.2 3.6.3		1. To what extent does the Vendor’s corporate qualifications and past experience demonstrate they have the required three (3) years business/corporate experience within the last five (5) years, relevant to the provision of criminal justice residential substance abuse treatment services for offenders and sufficient ability to perform under a Contract resulting from the RFP? <b>(Poor - 5; Adequate - 10; Good - 15; Exceptional - 20)</b>	20	
3.6.2 3.6.3 3.6.3.1		2. To what extent does the Vendor demonstrate experience relevant to the provision of services to offenders as described in this RFP in a community-based, criminal justice residential substance abuse treatment setting, or similar services, including any past Contracts providing these services <b>(Poor – 7.50; Adequate - 15; Good – 22.50; Exceptional – 30)</b>	30	
3.6.2 3.6.3.1(b)		3. How extensive is the Vendor’s experience in serving this type of population, including an estimated total population served annually and demographics of that population? <b>( Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
3.6.2 3.6.3		4. To what extent does the Vendor demonstrate stability in providing contractual services similar to those described in the RFP? <b>( Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
<b>Total Points Awarded - Category I –Business/Corporate Experience and Qualification</b>				_____

RFP Section Reference	Page Number(s) Information is Included <b>To be completed by Vendors</b>	Evaluation Criteria	Total Possible Points	Points Awarded <b>Completed by Evaluators</b>
<b>Category II – Project Staff (Possible Points 250)</b>				
3.6.4.1		1. To what extent do the resumes for the Chief Executive Officer, Project Manager and Qualified Professional demonstrate the required experience and licenses or credentials, as applicable? <b>(Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)</b>	10	
3.6.4.2.1(a)		2. To what extent does the Job Description submitted for the Qualified Professional clearly demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? <b>(Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
3.6.4.2.1(b)		3. To what extent does the Job Description submitted for the Primary Counselor and/or any other position(s) providing clinical services clearly demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? <b>( Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
3.6.4.2.1(c)		4. To what extent does the Job Description submitted for any management or supervisor position(s) clearly demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? <b>(Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)</b>	15	
3.6.4.2.1(d)		5. To what extent does the Job Description submitted for any clinical/program support/ monitor or other position(s) clearly demonstrate the required education/ experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? <b>(Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)</b>	15	
3.6.4.2.2 (b)		6. To what extent does the Vendor’s monthly master program schedule for each Phase (ITC and ERC) demonstrate that they will have sufficient qualified staff available to deliver all counseling and therapeutic (TC) activities seven (7) days per week, including nights and weekends? <b>(Poor – 11.25; Adequate – 11.50; Good – 33.75; Exceptional – 45)</b>	45	

RFP Section Reference	Page Number(s) Information is Included <b>To be completed by Vendors</b>	Evaluation Criteria	Total Possible Points	Points Awarded <b>Completed by Evaluators</b>
<b>Category II – Project Staffing (Possible Points 250)</b>				
3.6.4.2.2 (a)		7. To what extent does the Vendor’s list of position titles in the organization demonstrate that they have an adequate number of staff to provide services to offenders as described in this RFP in a community-based, criminal justice residential substance abuse treatment setting, or similar services, including any past contracts providing these services by? <b>(Poor - 5; Adequate - 10; Good - 15; Exceptional - 20)</b>	20	
3.6.4.2.2 (c)		8. To what extent does the Vendor’s monthly staffing schedule demonstrate that they will have sufficient qualified staff available on-site, to ensure proper supervision of programming for offenders twenty-four (24) hours per day, seven (7) days per week, including the provision of adequate management staff on site, and a written back-up plan for filling staff absences and vacancies from work for the program site? <b>(Poor – 10; Adequate – 20; Good – 30; Exceptional – 40)</b>	40	
3.6.4		9. To what extent does the Vendor have adequate staff assigned to this project to provide the comprehensive services outlined in the RFP, based on the list of positions and the number of staff in the positions providing services and the number of beds proposed? <b>(Poor – 7.50; Adequate - 15; Good – 22.50; Exceptional – 30)</b>	30	
3.6.4.2.2 (f)		10. To what extent does the Vendor demonstrate the ability to recruit, hire, and train staff for this project, including a description of any incentives and benefits they provide conducive to retaining staff and their understanding of the Department’s role in approving an individual for work under any resulting contract? <b>(Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
<b>Total Points Awarded - Category II – Project Staffing</b>			_____	

RFP Section Reference	Page Number(s) Information is Included <b>To be completed by Vendors</b>	Evaluation Criteria	Total Possible Points	Points Awarded <b><u>Completed by Evaluators</u></b>
<b>Category III – Service Delivery Approach (Possible Points 400)</b>				
3.6.5.1		1. How adequate is the Vendor’s written description of their understanding of the staff rules of conduct and employment regulations in this RFP and does the description include a plan for Vendor to provide training on staff conduct and employment regulations to their staff, and how will staff adhere to the requirement? <b>(Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.2		2. How adequate is the Vendor’s emergency operations procedures covering events such as fire, natural disasters, hurricanes, severe weather or pandemic outbreak and does the Vendor’s procedures include clear direction to program staff, and include guidelines for communication and coordination with Department staff during such events? <b>(Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.3		3. How adequate is the Vendor’s ability to maintain appropriate residential licensure and comply with the requirements and standards of Chapter 65D-30, F.A.C. for residential substance abuse treatment services? Has the Vendor included a copy of (1) their most current residential substance abuse license if they are currently licensed, or (2) a copy of their application to Department of Children and Families for licensure, or (3) an implementation plan to obtain license? <b>(Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)</b>	15	
3.6.5.4		4. How thorough and appropriate is the detailed description of the Vendor’s clinical supervision plan for staff involved in the delivery of services and does this include, appropriate training for staff, clinical chart review, and on-site individual/group clinical supervision a minimum of four (4) hours per primary counselor? <b>(Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)</b>	15	
3.6.5.5		5. How adequate is the Vendor’s written description of how they will meet the reporting requirements in Section 2.13 of this RFP and does the description include the methodology for complying with each of these requirements? <b>(Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)</b>	10	

RFP Section Reference	Page Number(s) Information is Included <b>To be completed by Vendors</b>	Evaluation Criteria	Total Possible Points	Points Awarded <b>Completed by Evaluators</b>
<b>Category III – Service Delivery Approach (Possible Points 400)</b>				
3.6.5.6		6. How extensive is the Vendor’s written plan for the achievement of the performance outcomes and standards and their understanding of Financial Consequences as set forth in this RFP? <b>(Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)</b>	15	
3.6.5.7		7. To what extent does the Vendor’s approach to offender records, maintenance and disposition demonstrate an understanding of this aspect of the program and their ability to maintain quality records, including permitting the Department access to offender files? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.8		8. How thorough and detailed is the Vendor’s written procedure for processing referral forms, maintaining and tracking referrals, and how reasonable and manageable are the Vendors wait lists, including eligibility criteria, ineligible client/offenders, exceptions and priority of acceptance, and their ability to adhere to it? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.9		9. How thorough is the Vendor’s written description of their understanding of the Therapeutic Community Model of treatment and how it will be implemented into their program? <b>(Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)</b>	15	
3.6.5.10		10. How adequate is the Vendor’s written description of on-site and laboratory screen/confirmation testing on offenders in the program, including frequency, maintaining drug logs, reporting results to Probation Officer and completing monthly reports? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.11		11. How adequate is the Vendor’s written detailed description of the Risk and Needs Assessment instrument that they will utilize, and how criminogenic needs identified will be incorporated into the Psychosocial Evaluation and Individual Treatment Plan? <b>(Poor – 7.50; Adequate - 15; Good – 22.50; Exceptional – 30)</b>	30	

RFP Section Reference	Page Number(s) Information is Included <b>To be completed by Vendors</b>	Evaluation Criteria	Total Possible Points	Points Awarded <b>Completed by Evaluators</b>
<b>Category III – Service Delivery Approach (Possible Points 400)</b>				
3.6.5.12		12. How adequate is the Vendor’s written description of the Vendor’s determination of appropriateness and admission criteria for offender’s admission or exclusion from the program and screening process to include offender’s consent forms, timeframes and provision for offenders who do not meet the screening criteria? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.13		13. How adequate is the Vendor’s written description of how the orientation process will meet the requirements of Rule 65D-30.004(16), including but not limited to provision of Client Handbook, applicable fees, limits of confidentiality, program rules, and client grievance procedures and addressing coordination with the probation officer? <b>(Poor – 1.25; Adequate - 2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.14		14. How adequate is the Vendor’s detailed description of the treatment planning process, including initial and individual treatment plans and treatment plan reviews and how they will incorporate compliance with supervisory requirements? <b>(Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)</b>	10	
3.6.5.15		15. How adequate is the Vendor’s detailed description of how the Intensive Treatment Component will be implemented, including the Vendor’s approach to the provision of counseling sessions and therapeutic activities, including a schedule of the activities that will be offered and does this schedule include how the offender’s time is utilized twenty-four (24) hours per day and seven (7) days weekly? <b>(Poor - 5; Adequate - 10; Good - 15; Exceptional - 20)</b>	20	
3.6.5.16		16. How adequate is the Vendor’s detailed description of how the Employment/Re-Entry Component will be implemented, including the Vendor’s approach to the provision of counseling sessions and therapeutic activities, including a schedule of the activities that will be offered and does the schedule include how the offender’s time is utilized twenty-four (24) hours per day and seven (7) days weekly? <b>(Poor - 5; Adequate - 10; Good - 15; Exceptional - 20)</b>	20	

RFP Section Reference	Page Number(s) Information is Included <b>To be completed by Vendors</b>	Evaluation Criteria	Total Possible Points	Points Awarded <b>Completed by Evaluators</b>
<b>Category III – Service Delivery Approach (Possible Points 400)</b>				
3.6.5.17		17. How adequate is the Vendor’s written detailed description of the Cognitive Behavioral Programming that addresses criminal thinking and do they include the evidenced-based curriculum that they will be utilizing as described in this RFP? <b>(Poor – 7.50; Adequate - 15; Good – 22.50; Exceptional – 30)</b>	30	
3.6.5.19		18. How adequate is the Vendor’s detailed description of how the weekly required hours of counseling activities will be met, including specific activities that will be used to meet this requirement; evidence-based practices, curriculums that will be utilized to meet this requirement and any specific criminogenic needs; length and type of group sessions, including minimum participants; and minimum credentials of the facilitator(s) for counseling activities? <b>(Poor - 5; Adequate - 10; Good - 15; Exceptional - 20)</b>	20	
3.6.5.20		19. How is the Vendor’s detailed description of how the weekly required hours of therapeutic activities will be met, including specific activities that will be used to meet this requirement, evidence-based practices, curriculums that will be utilized to meet this requirement and any specific criminogenic needs; length and type of group sessions, including minimum participants; and minimum credentials of the facilitator(s) for counseling activities? <b>(Poor - 5; Adequate - 10; Good - 15; Exceptional - 20)</b>	20	
3.6.5.21		20. How adequate is the Vendor’s approach to the provision of educational and vocational programs, including if the Vendor has the ability to provide on or off-site educational and/or vocational training and how the training will be accomplished per offenders as clinically appropriate? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.22		21. How adequate is the Vendor’s approach to the delivery of the life/transition Re-entry skills specific training that will be provided at their facility and how they will determine which offenders will participate in which specific skills training? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	5	



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<b>Category III – Service Delivery Approach (Possible Points 400)</b>				
3.6.5.23		22. How adequate is the Vendor's detailed description of their guidelines for offender employment and how offender employment will be verified, including contact with the offender's employer to substantiate work performance and attendance? <b>(Poor – 2.50; Adequate – 5; Good – 7.50; Exceptional – 10)</b>	10	
3.6.5.24		23. How adequate is the Vendor's detailed description of the discharge planning process for successful, unsuccessful or administrative discharge from both a clinical approach and the requirements of the Department, including behavioral expectations of the offender, provision of documents to the Department and timeframes for completion of these documents? <b>(Poor – 2.50; Adequate – 5; Good – 7.50; Exceptional – 10)</b>	10	
3.6.5.25		24. How adequate and appropriate is the Vendor's plan to either provide or make referrals for aftercare/continuing care programs, including the estimated cost to the offender? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.26		25. How thorough and appropriate is the Vendor's detailed written description of the development and implementation of a written quality assurance plan that shall comply with the requirements set forth in Section 397.419., F.S., and how this plan will ensure the use of a continuous quality improvement process, in accordance with Rule 65D-30.004(2), and that the vendor shall be responsible for all costs incurred as a result of implementing this quality assurance plan. <b>(Poor – 2.50; Adequate – 5; Good – 7.50; Exceptional – 10)</b>	10	
3.6.5.27		26. How adequate is the Vendor's written detailed description of Co-Occurring Disorder Services/ Referrals that the vendor will provide including their understanding of the development and implementation of operational procedures for both serving and arranging services for participants, including the use of the Illness Recovery Management (IRM) evidenced-based principles in addressing these needs? <b>(Poor - 5; Adequate - 10; Good - 15; Exceptional - 20)</b>	20	

FP Section Reference	Page Number(s) Information is Included <b>To be completed by Vendors</b>	Evaluation Criteria	Total Possible Points	Points Awarded <b>Completed by Evaluators</b>
<b>Category III – Service Delivery Approach (Possible Points 400)</b>				
3.6.5.28		27. How adequate and appropriate are the assignments of work details and extra duty to offenders in both treatment components and do they meet the requirements as outlined in Exhibit B? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.29		28. How adequate is the Vendor’s detailed description of how offenders will be provided instruction and guidance on personal financial management and budgeting including how offenders will apply and practice the instruction and guidance provided throughout the program and in the Employment/Re-Entry Phase? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.30		29. How adequate is the Vendor’s detailed description of how offender’s funds will be managed and how the program intends to assist the offender in developing habits of fiscal discipline, budgeting and personal responsibility including payment of all offender program costs? <b>(Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)</b>	10	
3.6.5.31		30. How adequate is the Vendor’s detailed description of how and when subsistence fees from an employed offender will be approved, accessed, collected and recorded and where receipts, pay stubs, etc. will be maintained, including how and when the offenders will be oriented/notified of the subsistence policy? <b>(Poor – 7.50; Adequate – ; Good – 11.25; Exceptional – 15)</b>	15	
3.6.5.32		31. How adequate and appropriate is the Vendor’s policy and procedure regarding effectively managing and overseeing offenders signing in and out of the facility and accounting for their whereabouts, including how staff will monitor all entries and exits to and from the program and is it in accordance with Exhibit B? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.33		32. How adequate and appropriate is the Vendor’s detailed description of their offender leave program, recreation and leisure activities and other off-site activities, including offender medical emergencies, eligibility and approval for leave, and timeframes for all leave? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	5	

RFP Section Reference	Page Number(s) Information is Included <b>To be completed by Vendors</b>	Evaluation Criteria	Total Possible Points	Points Awarded <b>Completed by Evaluators</b>
<b>Category III – Service Delivery Approach (Possible Points 400)</b>				
3.6.5.34		33. How adequate is the Vendor’s approach to providing three balanced and nutritious meals and one snack per day for offenders, including if the meals will be prepared on-site or off-site, how the meals will be planned, who will prepare the meals, do they have a full-service kitchen, how meals will be provided to offenders working off-site or during regularly scheduled meals and how will an offender’s special dietary requirements be accommodated? <b>(Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.5.35		34. How beneficial to the program are the value added services or items that the Vendor is offering the Department in addition to the minimum service requirements and specifications of the RFP and does the Vendor indicate an understanding of the fact that value added services are at no cost to the Department? <b>(Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)</b>	10	
3.6.6 3.6.6.3 3.6.6.5 3.6.6.6		35. Does the Vendor’s Proposal demonstrate that the proposed facility is compliant with all applicable Florida Statutes, local and state zoning requirements, including the capability to obtain a Conditional Use Permit and communication with the county’s Zoning Advisory Board, if applicable, health department regulations, substance abuse program licensure rules, American Disabilities Act (ADA), Florida Administrative Code requirements, and Rules of the State Fire Marshal? <b>(Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)</b>	5	
3.6.6.2		36. How adequate and appropriate are the program site and surrounding area/neighborhood, including the site’s close proximity to public transportation facilities, community resources, employment opportunities and educational/ vocational opportunities? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	5	
3.6.6 3.6.6.4		37. How adequate is the Vendor’s facility start-up plan and how well does the plan realistically show the ability to meet the deadlines for inspections, and how thorough and adequate is their marketing program with the judiciary and local probation offices? <b>(Poor – 1.25; Adequate -2.5; Good – 3.75; Exceptional – 5)</b>	10	
<b>Total Points Awarded - Category III – Service Delivery Approach</b>				_____

**SUBTOTAL OF TECHNICAL POINTS AWARDED:**

CATEGORY I \_\_\_\_\_ CATEGORY II \_\_\_\_\_ CATEGORY III \_\_\_\_\_

EVALUATOR'S NAME: \_\_\_\_\_

EVALUATOR'S SIGNATURE: \_\_\_\_\_

**COST POINTS WILL BE DETERMINED BY THE OFFICE OF ADMINISTRATION, BUREAU OF PROCUREMENT.**

The Cost Information Sheet, with the lowest verified grand total cost points will be awarded 250 points. All other Cost Proposals will receive points according to the following formula:

$$(N / X) \times 250 = Z$$

Where: N = Lowest per diem rate for single nonsecure residential bed received by any Proposal  
X = Vendor's Unit Price for per diem rate for single nonsecure residential bed  
Z = Points Awarded

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

**COST POINTS AWARDED:** \_\_\_\_\_

FDC Representative calculating Cost Points:

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**FINAL SCORE (TOTAL Technical & Cost Points):** \_\_\_\_\_

FDC Representative calculating the Final Score:

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**EXHIBIT A - COMMUNITY SUPERVISION PROGRAM REFERRAL  
FDC RFP-17-103**

Date of Referral: \_\_\_\_\_ Office: \_\_\_\_\_  
Referring Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

**SECTION I. Referral Information:**

**Instructions:** Section I completed by DC Referring Officer.

**A. OFFENDER INFORMATION:**

Name: \_\_\_\_\_ R/S: \_\_\_\_\_ DC #: \_\_\_\_\_  
Sex Offender:  YES  NO (check appropriate answer) Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**B. PROGRAM TYPE (CHECK ONE):**

- |  |  |
|--|--|
| <input type="checkbox"/> Outpatient Substance Abuse Treatment      | <input type="checkbox"/> Domestic Violence, Anger Management, or Batterer's Intervention Program |
| <input type="checkbox"/> Aftercare Substance Abuse Treatment       | <input type="checkbox"/> Psychological/Mental Health Treatment                                   |
| <input type="checkbox"/> Nonsecure Residential (60 days or less)   | <input type="checkbox"/> Sex Offender Treatment  |
| <input type="checkbox"/> Nonsecure Residential (61 days to 1 year) | <input type="checkbox"/> Probation Restitution Center (PRC)                                      |
| <input type="checkbox"/> Long Term Residential (Secure)            | <input type="checkbox"/> Prison Diversion Program  |
| <input type="checkbox"/> SATH-Substance Abuse Transitional Housing | <input type="checkbox"/> Other: _____  |

PROVIDER NAME: \_\_\_\_\_

**C. PAYMENT: To determine the offender's responsibility regarding payment for treatment, refer to the chart below, based on the offender's personal income, the Federal Poverty Guideline Income level and the number of family members in the household.**

- DC Funded  
 Co-Payment  
 Self-Pay

Persons in family/household	DC Funded (at or below income level)	Co-Payment (income range)	Self-Pay Status (at or above income level)
1	\$11,770	\$11,771- \$15,930	\$15,931
2	\$15,930	\$15,931-\$20,091	\$20,092
3	\$20,090	\$20,092-\$24,252	\$24,253
4	\$24,250	\$24,253-\$28,413	\$28,414
5	\$28,410	\$28,414-\$32,574	\$32,575
6	\$32,570	\$32,575-\$36,735	\$36,736
7	\$36,730	\$36,736-\$40,896	\$40,897
8	\$40,890	\$40,897- \$45,057	\$45,058

Families with more than 8 persons, add \$4,160 for each additional person.

**SECTION II. Evaluation and Treatment Information:**

**Instructions:** Section II completed by program.

- A. EVALUATION DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ (APPOINTMENT TIME: \_\_\_\_) OR  
REFERRAL CLOSED REASON:  Absconded  Court Action  Deceased  No Show  Termination  Transfer
- B. TREATMENT RECOMMENDED:  YES  NO ( Not in Need of Services  Does Not Meet Program Criteria)  
WAITING LIST:  YES  NO
- C. TREATMENT START DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ OR  
TREATMENT NOT RECEIVED:  Refused Services  Pending Court Decision  Was not Sentenced to Program
- D. PROGRAM NAME: \_\_\_\_\_ PROGRAM TYPE (SELECT FROM I.B.): \_\_\_\_\_

**SECTION III. Termination:**

**Instructions:** Section III completed by program.

- A. TERMINATION DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_
- B. STATUS:  Successful  
 Unsuccessful ( Rearrest  Offender Request  Unexcused Absence  Uncooperative/Rule Breaking)  
 Administrative ( Court Action  Medical  Expired)  
 Transfer Transfer Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Transfer Vendor: \_\_\_\_\_

EXHIBIT B

# Florida Department of Corrections

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



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

Julie L. Jones, Secretary

August 2007  
Revised August 2, 2007  
Revised August 28, 2007  
Revised November 17, 2010  
Revised May 12, 2011  
Revised November, 2011  
Revised June, 2012  
Revised December, 2012  
Revised January, 2013

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

## COMMUNITY BASED RESIDENTIAL TREATMENT PROGRAMS

### TABLE OF CONTENTS

<b>I.</b>	<b>Introduction and Overview</b> .....	1
	A. Nonsecure Drug Treatment Programs .....	2
	B. Secure Long-Term Drug Treatment Programs .....	2
<b>II.</b>	<b>Program Purposes</b> .....	3
	A. Program Regulations .....	3
	B. Philosophy of Treatment .....	4
	C. Therapeutic Community Model .....	4
	D. Therapeutic Community Program Principles.....	6
	E. Therapeutic Community Program Concepts .....	7
<b>III.</b>	<b>Treatment Program Structure</b> .....	10
	A. Program Rules .....	10
	B. Mandatory Program Rules .....	11
	C. Graduated Sanctions .....	12
	D. Program Activities .....	13
<b>IV.</b>	<b>Treatment Program Components</b> .....	14
	A. Program Components .....	14
	B. Intensive Treatment Component .....	15
	C. Employment/Re-Entry Component (ERC) .....	15
	D. Exceptions to Component and Program Length .....	16
	E. Aftercare/Continuing Care.....	17
	F. Co-Occurring Disorder Services .....	17
<b>V.</b>	<b>Program Eligibility, Referral, Admission, and Discharge</b> .....	17
	A. Determining Initial Program Eligibility .....	17
	B. Program Referral .....	18
	C. Program Admission .....	19
	D. Program Discharge .....	19
	E. Discharge Summary .....	20
	F. Criteria for Discharge.....	20
	G. Program Readmission .....	22
<b>VI.</b>	<b>Guidelines for Offender Participation</b> .....	22
	A. Work Details and Extra Duty .....	22
	B. Employment .....	25
	C. Education and Vocational Training .....	26
	D. Management of Personal Finances .....	27
	E. Management and Oversight of Offender Funds .....	27
	F. Accounting for Offenders Whereabouts/Signing In and Out of the Facility .....	28
	G. Program Leave and Off-Site Activities .....	28
	H. Absence from Program Other Than Approved Offender Leave ...	33
	I. Community/Public Service Work .....	33



	J. Transportation of Offenders .....	33
	K. Alcohol/Drug Screening and Testing .....	34
<b>VII.</b>	<b>Program Licensure and Facility Requirements .....</b>	<b>36</b>
	A. Program Licensure .....	36
	B. Program Facility Standards .....	37
	C. Food Service Standards .....	37
	D. Disaster Management, Safety and Sanitation .....	37
	E. Offender Program Costs .....	37
<b>VIII.</b>	<b>Staffing .....</b>	<b>38</b>
	A. Staffing Pattern .....	38
	B. Staff Vacancies .....	39
	C. Staffing Qualifications .....	39
	D. Staff Conduct .....	40
	E. Staff Background/Criminal Record Checks .....	41
<b>IX.</b>	<b>Program Monitoring .....</b>	<b>43</b>
<b>X.</b>	<b>Program Administration .....</b>	<b>44</b>
	A. Programmatic Reporting .....	44
	B. Records and Documentation .....	45
	C. Policies and Procedures .....	46
	D. Offender Handbook .....	47
	E. Subsistence .....	47
	F. Citizen and Volunteer Involvement .....	48
	G. Incident Reports .....	48
<b>XI.</b>	<b>Organization Structure .....</b>	<b>49</b>
	A. Provider/Contracting Agency .....	49
	B. Office of Re-Entry and Bureau of Substance Abuse and Treatment Services .....	49
	C. Contract Manager .....	49
	D. Local Contract Coordinator .....	50
	E. Supervising Correctional Probation Officer .....	50

## **I. Introduction and Overview**

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

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

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

Through contracted providers, the Department offers nonsecure (short-term) and secure (long-term) residential substance abuse treatment programs. The two programs have many elements in common. The primary difference between the two programs is the length of each program component and the overall program length. An offender may be appropriate for referral to either of these residential substance abuse treatment programs if he or she has a history of substance abuse, previous treatment failures, and an inability to abstain from using substances in spite of the negative impact of such behavior on his or her day to day functioning and impairment of their ability to live as a responsible, law-abiding citizen.

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

The programs may be briefly described as follows:

### **A. Nonsecure (Short-Term) Drug Treatment Program**

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

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

### **B. Secure (Long-Term) Drug Treatment Program**

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

Family and relationship counseling sessions continue to be provided to reinforce to the offender's family and support system with the information previously provided about the addiction and recovery process and the ongoing importance of relapse prevention planning.

## **II. PROGRAM PURPOSES**

### **A. Program Regulations**

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

- Title 42 Code of Federal Regulations, Part 2.
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Standards for Privacy of Individually Identifiable Health Information;
- Title 45 Code of Federal Regulations, Parts 160, 162 and 164, Chapters 39, 397 and 415, of the Florida Statutes;
- Section 69A-44, of the Florida Administrative Code, Rules of the State Fire Marshall;
- Rules 33 and 65D-30, 64E-11 and 64E-12 of the Florida Administrative Code;
- Code of Ethics and Conduct for Addiction Professionals of Florida;
- Americans with Disabilities Act, including provisions referencing both employment and public service agencies (Titles I and II); and
- Any additional applicable local, state and federal laws, rules and regulations.

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

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

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

for the requested variance. All such requests must be approved in writing by the Contract Manager prior to implementation.

## **B. Philosophy of Treatment**

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

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

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

## **C. The Therapeutic Community Model**

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

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

An important treatment philosophy used in Therapeutic Communities includes an "act as if..." approach toward changing behavior. Offenders are taught to "act their way into a new way of thinking." Insight into one's problems is gained through group and individual interaction. However, active learning through experience -- failing and succeeding and experiencing the logical consequences -- is considered to be the most potent influence toward achieving lasting change and developing personal responsibility for one's life. In order to promote and teach self sufficiency, the program also focuses on development of educational, vocational and other employment related skills, including basic life skills.

TC program services shall be provided in a positive environment wherein participants share similar problems of chemical abuse or dependency and live and work together to change their lives while residing in a TC, similar to a large family, with staff representing the "parent" or authority figures. There is a chain-of-command that must be followed and a hierarchy in which each offender strives to earn better jobs, better privileges and a higher status in the community. Individuals gain upward mobility within the TC by complying with rules and regulations, participating in all groups and activities and

exhibiting high levels of motivation in their job functions. The TC model emphasizes structure, responsibility, credibility, accountability, discipline, consistency and consequences/limit setting. TC services shall be dedicated to facilitating change, growth and improved self-worth for each member of the community. Effective TC services are a “school about life”, teaching offenders how to live a life without committing crimes and without using drugs, and providing them with the tools to accomplish these goals.

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

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

Individual counseling sessions shall consist of a minimum of thirty (30) minutes of face-to-face contact with the offender and will not include time utilized for recording progress notes, etc. Group counseling sessions shall be at least fifty (50) minutes in duration.

#### **D. Therapeutic Community Program Principles**

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

This principle should not be misconstrued as placing one offender within the community under the authority of another, but rather as an exposure of offenders to the concept of exercising group leadership, nurturing teamwork, and serving the larger community. Through this process, residents learn that leadership is a call to responsibility rather than privilege. In any TC, staff members remain the rational and programmatic authority that has ultimate responsibility for the operation of the program.

## **E. Therapeutic Community Program Concepts**

### **1. Practicing Self-Help and Mutual Help**

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

### **2. Practicing Positive Role Modeling**

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

### **3. Practicing Social Learning**

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

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

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

### **5. Promoting Upward Mobility and Earned Privileges**

"There is no free lunch" expresses the basic truth in the TC that members earn what they get. Changing behaviors, improving attitudes, receiving sanctions, acquiring responsibility, gaining recognition and receiving privileges are all determined by observations and decisions about the honesty of the work done as well as the quality of the effort. We recognize that making any change is often extremely hard and yet, as a community, we expect each member to be committed to doing what's hard. We recognize the results of success by giving greater responsibility, making increasing demands and by assigning

privileges and status. Continuous attention is given to monitor and measure these efforts to make and maintain changes. Status and privilege is withdrawn when personal work stops and actions become complacent and irresponsible.

## **6. Practicing "Acting As If"**

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

## **7. Understanding the Relationship of Belonging and Individuality**

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

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

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

## **9. Participating in the Group Process**

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

## **10. Maintaining Written Assignments**

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

### **III. TREATMENT PROGRAM STRUCTURE**

#### **A. Program Rules**

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

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

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

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

#### **B. Mandatory Program Rules**

1. Community members will comply with all rules of the Department of Corrections and the Provider treatment management policies and procedures.
2. Community members will not threaten, intimidate or behave with violence toward any person(s) or property. This includes acting in any way which encourages, supports or allows threats, acts of intimidation or violence against personal property.
3. Community members will not behave in any way sexually that violates the "family" concept of the community. This means that community members do not participate in or allow any sex talk, harassment, threats, intimidation, disrespect or sexual behavior among or between community members.
4. Community members will remain free from engaging in substance manufacture and distribution, holding or passing contraband and use of mood altering and dependency forming drugs, including alcohol and alcohol products



5. Community members will attend and participate in all therapeutic and/or other program activities. This means that community members "work" to continue to earn their membership in the therapeutic community.
6. Community members will support and participate in community safety and security responsibilities including sign in/out, room and space checks, roll calls, attendance checks, and accountability verifications.
7. Community members will not participate in or allow the use of cultural put-downs, racial, ethnic or religious slurs, jokes or abuses. This includes any attitudes or behaviors which create "we/they" separateness in the community such as gang signs/talk, posse behaviors or separatist talk and behavior.
8. Community members will treat all personal and community property with respect. This means community members will create and maintain attitudes of honesty, trust, reliability and dependability with respect to safe-guarding personal and community property.
9. Community members will treat information shared within the community with respect. The rights of all members to have personal information kept confidential within the boundaries of the program and consistent with the laws, regulations and policies of the program are respected.
10. Community members will not participate in or allow gambling, gambling talk or games, manufacturing, trading in, possession of or use of weapons, or any criminal behavior or activity.

### **C. Graduated Sanctions**

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

### **D. Program Activities**

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

#### **1. Evidence-Based Practices:**

Evidence-based practices should be used in all substance abuse treatment programs as a step to ensure the offender receives the best services possible. The evidence-based practices used should, at a minimum, address the following criminogenic needs.

- Antisocial Behavior
- Antisocial Personality
- Family/Marital

- Employment/School
- Criminal Thinking
- Criminal Associates

## 2. Counseling Activities and Therapeutic Activities:

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

### a. Counseling activities include but are not limited to:

- Individual Counseling Sessions
  - a minimum of thirty (30) minutes of face-to-face contact
- Process/Issues Groups
  - maximum of twenty (20) offenders per group
  - minimum of fifty (50) minutes of face-to-face contact exclusive of time utilized to record progress notes, etc., facilitated by a professional level counselor
- Criminal Conduct Experiential Groups
  - maximum of thirty (30) offenders per group
  - minimum of fifty (50) minutes of face-to-face contact
- Family Counseling Sessions
  - minimum of thirty (30) minutes of face-to-face contact
- Substance Abuse Education Groups
  - strategies for avoiding substance abuse or relapse
  - health problems related to substance abuse
  - motivational enhancement and strategies for living without using substances
  - minimum of fifty (50) minutes of face-to-face contact
  - maximum of thirty (30) offenders per group
- TC Groups
  - Groups must be facilitated by a counselor, i.e., house meeting groups, encounter groups, evening wrap up groups

### b. Therapeutic Activities include but are not limited to:

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

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

#### **IV. TREATMENT PROGRAM COMPONENTS**

##### **A. Program Components**

The nonsecure (short-term) treatment program and the secure (long-term) treatment program both contain an intensive treatment component and an employment re-entry component. Aftercare/continuing care services should also be offered by the program or through referral.

##### **B. Intensive Treatment Component (ITC)**

The Intensive Treatment Component is the first phase of both the nonsecure (short-term) program and the secure (long-term) program. In the nonsecure program this component generally lasts two (2) months, depending upon an individual offender's progress in the program and clinical need. In the secure program, this component generally lasts four (4) to twelve (12) months.

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

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

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

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

##### **C. Employment/Re-entry Component (ERC)**

The Employment/Re-entry Component is the second phase of both the nonsecure (short-term) and secure (long-term) program. In the nonsecure program, this component generally lasts four (4) months; in the secure program, this component generally lasts six (6) months. The focus in this component includes: facilitating the offenders' re-integration into the community through community-based employment, relapse prevention and practicing the skills learned in the ITC. During this phase, offenders are required to secure and maintain full time employment (minimum of thirty-two (32) hours per week) and participate in treatment and TC activities, either prior to or after work.

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

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

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

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

**D. Exceptions to Component and Program Length**

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

**Nonsecure Program:** An offender's total length of participation in the nonsecure program, including extensions to participation time in the ITC or the ERC and move backs, may be extended up to seven (7) months at the discretion of the Provider, based upon the offender's clinical need, and with the input of the offender's supervising probation officer. In such cases, approval of the Contract Manager or designee is not required. Extensions to seven (7) months should be the exception and not the standard.

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

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

**E. Aftercare/Continuing Care**

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

**F. Co-occurring Disorder Services**

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

**V. PROGRAM ELIGIBILITY, REFERRAL, ADMISSION, AND DISCHARGE**

**A. Determining Initial Program Eligibility**

Ideally, offenders who are court-ordered into the program will have been screened by the Provider in accordance with the requirements of Rule 65D-30, F.A.C. prior to placement. If it is not feasible for the Provider to screen the offender prior to sentencing and placement into the program, it is imperative that the Provider conduct the initial screening as soon as possible thereafter in order to determine appropriateness for treatment. The Provider must document the clinical rationale for an offender's admission or exclusion from the program in writing, utilizing a screening process identified in Rule 65D-30, F.A.C.

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

To be eligible for the program:

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

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

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

## **B. Program Referral**

Once the offender is ordered by the Court to enter the program, the Supervising Probation Officer (officer assigned to the program) will review the offender's status for program eligibility and notify the Contract Manager or designee of any offenders ordered into the program who do not meet the prescribed initial program eligibility criteria. For offenders who meet the eligibility criteria, the officer shall complete Section I of the Community Supervision Referral Form (DC5-404) even if the Provider has not yet conducted an initial screening on the offender to determine suitability for the program. The Supervising Probation Officer (officer assigned to the program) may also complete Section II of the DC5-404 on behalf of the Provider, in accordance with local practice, and enter into data entry, or forward to the appropriate circuit staff for data entry, once the officer confirms the offender's arrival at the program. Only those offenders referred and approved by the Department via a completed DC5-404 are eligible to be placed into a Department-contracted community-based residential substance abuse treatment program. Upon the offender's

admission to the program, the Provider shall provide written notification to the supervising officer to document program entry for the offender's Department of Corrections offender file.

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

### **C. Program Admission**

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

1. Screening and Orientation;
2. Assessments:
  - a. physical health
  - b. psychosocial
3. Initial Treatment Plan; and
4. Individualized Treatment Plan

### **D. Program Discharge**

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

### **E. Discharge Summary**

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

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

### **F. Criteria for Discharge**

Each Residential Treatment Program Provider should develop a policy on discharge, which clearly defines the program's behavioral expectations of the offender. The policy should stress the requirement for full

participation by all offenders in all program activities. The Department recognizes three types of discharge, successful, administrative and unsuccessful.

### **1. Successful Completion**

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

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

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

### **2. Administrative Discharge**

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

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

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

### **3. Unsuccessful Termination**

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

- a. violation of program rules;
- b. failure to attend therapeutic and program activities as required;
- c. a documented pattern of undermining program effectiveness for him/herself or others by being sufficiently apathetic, problematic, and/or disruptive toward staff and/or other program offenders; and

- d. revocation of probation or community control if the violation occurred while the offender was enrolled in the program.

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

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

If, at any time, the offender cannot be located and his/her whereabouts is unknown, program staff shall, within two (2) hours, notify the Department's designated Probation Officer or other designated person of the absence of the offender. Following this notification, program staff will document the circumstances of the offender's absence in writing and convey it to the Probation Officer or Department designee assigned to the facility within one (1) calendar day following telephone notification, unless the calendar day falls on a Saturday or Sunday and then it should be no later than Monday.

## **G. Program Readmission**

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

## **VI. GUIDELINES FOR OFFENDER PROGRAM PARTICIPATION**

### **A. Work Details and Extra Duty**

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

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

1. **Internal Work Details** – These consist of offenders' daily job assignments to insure order and cleanliness of the facility. Each offender shall have a distinct job responsibility. Internal work details may include assisting with food service and preparation and shall be considered a part of an offender's total time allotted for internal work details.



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

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

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

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

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

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

- Extra duty shall never supplant therapeutic, educational, vocational, or employment activity.
- Though extra duty is recognized as a legitimate form of behavior modification, the treatment provider shall consider other appropriate means to address rule violations such as written assignments and the assignment of seminars, etc.
- Extra duty must be clinically justified.
- Extra duty must relate directly to the rule violated and the offender's treatment plan.
- All extra duty shall be recorded in the offender treatment file and include the date, time and type of rule infraction, the date of the extra duty assignment, the type of extra duty assigned, the amount of time allotted to the extra duty, and the staff person(s) who assigned the extra duty.
- No more than two (2) hours of extra duty may be assigned for any rule infraction.
- A maximum of two (2) hours extra duty shall be performed by an offender on any given day, regardless of the number of hours of extra duty the offender has been assigned.
- A maximum of ten (10) hours extra duty may be assigned to an offender in any given week.

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

- New construction
- Remodeling or renovation
- Carpentry
- Plumbing
- Electrical or mechanical work

- Air conditioning installation or repair
- Primary food service, i.e., Chef or Supervisor of food service preparation

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

## **B. Employment**

Offenders in residential substance abuse programs shall receive instruction and guidance in employment readiness skills such as preparing resumes, completing applications for employment, interviewing skills, developing good work habits, and other such topics. In addition, program staff shall assist offenders in developing job leads and ultimately, obtain full-time employment. Offender full time employment shall consist of one (1) or more jobs that are lawful and verifiable, and shall total a minimum of thirty-two (32) hours per week. Offenders may also attend Adult Education classes, basic literacy, General Equivalency Diploma (GED) preparation and other on or off site vocational training and/or apprenticeship programs and work in a part-time capacity (generally 16 hours of work per week) while participating in the Employment/Re-Entry Component. It is recommended, however, that whenever possible, offenders should work forty (40) hour per week. Providers are encouraged to establish relationships with employers in the public and private sectors, and other community resources to develop job opportunities for offenders in the program.

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

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

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

### **1. Guidelines for Offender Employment**

- All offender employment must be lawful and verifiable
- All offender employment must support the gains made in treatment
- All offender employment must be approved by the probation officer and the program director, including self-employment and employment by a relative.
- Offenders employed in the community must return to the treatment facility no later than 7:30 p.m. unless they have prior approval from the Probation Officer and the Program Director.
- Offender employment shall be within the set geographical boundaries established by the Program Director unless an exception has been approved by the Probation Officer and the Program Director.

## **2. Verifying Offender Employment**

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

### **C. Educational and Vocational Training**

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

### **D. Management of Personal Finances**

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

### **E. Management and Oversight of Offender Funds**

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

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

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

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

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

At a minimum, the policy and procedure shall:

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

## G. Program Leave and Off-Site Activities

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

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

### 1. Approved Offender Leave Program

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

In order for an offender to participate in the Approved Offender Leave Program, the offender must either (1) have no prohibition against participation in such a program as indicated in the order of supervision and any other applicable court or administrative order; or (2) have the explicit approval of

the court or releasing authority to participate in such a program. Offenders approved to participate must also have a community sponsor, preferably a family member. If a family member is not available, a citizen volunteer sponsor will be considered. The Provider and the Probation Officer shall screen, approve, and provide orientation to the offender's community sponsor. Sponsors may not be under the current supervision of the Department.

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

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

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

All approved leave must be with the offender's spouse, son, daughter, brother, sister, parent, legal guardian, or sponsor approved by the Department. The following schedule of Approved Offender leave shall apply to offenders in the **Nonsecure Program**:

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

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

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

- c. During the 6<sup>th</sup> month of ITC program participation, an offender may be granted a maximum of eight (8) hours of approved leave per week. During the 6<sup>th</sup> month if the offender is in the ERC a maximum of twelve (12) hours of approved leave per week may be granted.
- d. During the 7<sup>th</sup> through the 12<sup>th</sup> month of program participation an offender may be granted a maximum of twelve (12) hours of approved leave per week if the offender is in the ITC. An offender in the ERC during their 7<sup>th</sup>-12<sup>th</sup> month may be granted a maximum of twenty-four (24) hours of approved leave per week.
- e. During the last two months of an offender's participation in the ERC, an offender may be granted a maximum of forty-eight (48) hours of approved leave per week.

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

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

## **2. Recreation and Leisure Activities**

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

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

Participation in off-site recreational activities shall be limited to a maximum of eight (8) hours per week. Unsupervised night-time recreational activities are discouraged, but not prohibited. In these instances offenders must return to the facility no later than midnight.

## **3. Other Off-Site Activities**

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

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

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

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

#### **H. Absence from Program Other Than Approved Offender Leave**

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

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

#### **I. Community/Public Service Work**

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

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

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

#### **J. Transportation of Offenders**

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

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

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

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

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

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

#### **K. Alcohol/Drug Screening and Testing:**

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

During the Initial Fourteen Days of Treatment:

- **Nonsecure Program:** No random alcohol breath/laboratory drug test screen/test is required during the first fourteen (14) days of offender's treatment.
- **Secure Program:** No random alcohol breath/laboratory drug screen/test is required during the first fourteen (14) days of offender's treatment.

During the Intensive Treatment Component:

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

During the Employment/Re-Entry Component:

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

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



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

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

The Department's expectation is that the Provider shall maintain the above frequency for all randomly conducted on-site alcohol breath/laboratory screen/test on offenders in the program and under no circumstances will a compliance rate of alcohol breath/laboratory screen/tests of less than eighty percent (80%) be acceptable.

## **VII. PROGRAM LICENSURE AND FACILITY REQUIREMENTS**

### **A. Program Licensure**

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

**In accordance with Department Procedure 507.201 Substance Abuse Program Licensure, the Provider (program director or clinical supervisor) will report in writing to the Contract Manager or designee, license statuses as follows immediately upon notification from the Department of Children and Families:**

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

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

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

1. Any noted program non-compliance issue(s),
2. The time frame in which to correct deficiencies cited by Department of Children and Families, and
3. Corrective actions to be implemented by the program to address the non-compliance issues.

### **B. Program Facility Standards**

The Provider shall staff, equip, and maintain the program facility in accordance with the requirements of Rule 65D-30.004(34), F.A.C. and all updates and revisions as evidenced by the program's current DCF

residential licensure report. The facility shall have office space available for use by Department staff that allows for confidential business to be conducted. The department designated office space must have access to a telephone and computer hook-up.

### **C. Food Service Standards**

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

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

### **D. Disaster Management, Safety and Sanitation**

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

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

### **E. Offender Program Costs**

Any fees incurred by the offender while participating in the treatment program must be fully disclosed to the offender during orientation. All fees for which the Provider will request reimbursement from the offender must be approved in advance by the Contract Manager or designee. The Provider shall provide a receipt to the offender for every payment made to the Provider.

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

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

## **VIII. STAFFING**

### **A. Staffing Pattern**

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

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

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

All staff must receive twenty (20) hours of orientation on center rules and regulations prior to assuming responsibility for the position they were hired for. Annual training should be in accordance with the requirements of Rule 65D-30, F.A.C. and Chapter 397, F.S., and all updates and revisions.

## **B. Staff Vacancies**

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

## **C. Staffing Qualifications**

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

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

Effective January 1, 2013, if the Contractor utilizes student interns to provide services, they must adhere to the following: Student interns may be assigned 2-3 offenders as a case load; however, the offender must have an assigned primary counselor who is responsible for their care. The intern may not be

considered as the primary counselor. This is to ensure continuity of care for the offender during the course of their treatment program. The intern must be supervised by a Qualified Professional.

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

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

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

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

#### **D. Staff Conduct**

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

1. The Provider's staff shall not display favoritism to, or preferential treatment of, one offender or group of offenders over another.
2. The Provider's staff shall not deal with any offender except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an offender or an offender's family or close associate, no matter how trivial the gift or service may seem. The Provider shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to offenders, their family or close associates.
3. The Provider's staff shall not enter into any business relationship with offenders or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
4. Unless approved in writing by the Contract Manager or designee, the Provider's staff shall not have outside contact (other than incidental contact) with an offender being served or their family or close associates, except for those activities that are to be rendered under the Contract.
5. The Provider's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Provider or the State. In providing services pursuant to this Contract, the Provider shall ensure that its employees avoid both misconduct and the appearance of misconduct.
6. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Provider. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Provider to appropriate action, up to and including termination of this Contract.

7. The Provider shall report any incident described above, or requiring investigation by the Provider, in writing, to the Contract Manager or their designee within twenty-four (24) hours, of the Provider's knowledge of the incident.

#### **E. Staff Background/Criminal Record Checks**

1. The Providers' staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Provider to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Provider. The Department shall not confirm to the Provider the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Provider shall provide, upon request, the following data for any individual Provider or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Provider's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Provider shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.
2. The Provider shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Provider staff being hired Or assigned to work under the Contract. The Provider shall not offer employment to any individual or assign any individual to work under the Contract, who has not had an NCIC/FCIC background check conducted.
3. No person who has been barred from any Department institution or other Department facility shall provide services under this Contract without approval from the Contract Manager.
4. Offenders shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the offender and any staff of the Provider. It is the responsibility of the Provider to advise the Contract Manager or designee of any known pre-existing close personal relationships between staff and offender. Chapter 33-208.002(26) of the Florida Administrative Code shall apply at the program, which stipulates that marriage between employee and offender is prohibited.
5. The Provider shall not employ or enter into any subcontract with any individual who is under supervision or jurisdiction of any parole, probation or correctional authority to provide direct treatment services or provide supervision of any other offenders at any program site under this Contract. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with or access to any records of the Department of Corrections offenders participating at contracted sites.
6. The Provider shall disclose any business or personal relationship a Provider's staff person or potential hiree may have with anyone presently incarcerated or under the supervision of the Florida Department of Corrections.
7. The Provider shall immediately report any new arrest, criminal charges or convictions of a current employee under this Contract.
8. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Provider from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years

with no criminal history is preferred. The Provider shall require that all proposed employees provide to them the details of any criminal background information. The Provider shall make full written report to the Contract Manager or designee within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less) or when the Provider or Provider's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

## **IX. Program Monitoring**

The Department will perform program monitoring in accordance with the Department's Procedure 507.702 "Contract and Program Oversight and Monitoring of All Institutional Substance Abuse Programs, Community-Based Residential and Outpatient Substance Abuse, Mental Health and Sex Offender Treatment Programs, Transitional Housing Programs, and Special Projects/Programs", and any other relevant procedures and technical instructions.

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

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

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

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

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

## **X. PROGRAM ADMINISTRATION**

### **A. Programmatic Reporting**

Programmatic reporting requirements include but are not limited to the following:

1. Submission of a weekly program utilization report to the Contract manager or designee;
2. Submission of monthly written progress reports to the offender's supervising probation officer;
3. Submission of monthly alcohol/Drug Screening and Testing results;
4. Submission of a final discharge summary to the offender's supervising probation officer;
5. Submission of Program Invoice and Monthly Performance Reports
6. Submission of Staffing Report;
7. Submission of Grievance Log Summary;
8. Submission of the Community Supervision Program Referral form (DC5-404);
9. Submission of an incident report for any reportable incident occurring at the facility;
10. Corrective Action Plans (CAP), as required, in response to adverse Comprehensive Program Evaluation findings;
11. Submission of all auditing and fiscal reports required under the Contract;
12. Submission of quality assurance program report; and
13. Submission of any other reports requested by the Contract Manager or designee.

## **B. Records and Documentation**

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

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

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

### **C. Policies and Procedures**

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

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

1. All areas required by licensure in accordance with 65D-30 F.A.C. and any revisions/updates;
2. Timely dissemination of approved or revised policies and procedures to designated staff and, when appropriate, to offenders prior to implementation;
3. Monitoring of the program through internal audits and reviews conducted by the Program Director or designated staff;
4. Monthly staff meetings with key staff members;
5. Prohibiting any offender from being in a position of authority over other offenders, yet allowing for offender participation in the treatment structure of the Residential Treatment Program;
6. Conducting searches at the facility, as needed, to control contraband and locate missing or stolen property;
7. Prohibiting the use of personal abuse and corporal punishment and ensuring that offenders are not subject to unusual punishment, mental abuse, or punitive interference with daily functions of living, such as eating and sleeping;
8. Grievance and appeal process;
9. Use of graduated sanctions;
10. Recruitment, selection, training, authority and responsibilities of citizen volunteers;
11. Addressing program offender language and/or literacy problems to ensure their understanding of program requirements, rules, and regulations;
12. Medical protocol to include under what circumstances and the manner by which an offender will be referred for medical services on a twenty-four (24) hour basis.
13. Emergency, Pandemic and Infectious disease plans. This includes evacuation plans and isolation plans.

### **D. Offender Handbook**

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

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

### **E. Subsistence**



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

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

#### **F. Citizen and Volunteer Involvement**

The Provider shall have a policy and procedure for citizen/volunteer involvement which includes a system for a selection, term of service and definition of tasks, responsibility and authority. This policy and procedure shall prohibit the use of volunteers in the nonsecure or secure programs who are under the current supervision of the Department of Corrections. The Provider shall screen, approve, and provide orientation to the program volunteers. Volunteers in the programs shall agree in writing to abide by facility policies and staff conduct requirements.

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

#### **G. Incident Reports**

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

Reportable incidents include, but are not limited to:

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

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

### **XI. ORGANIZATIONAL STRUCTURE**

The success of the Community-Based Residential Substance Abuse Treatment Program is, to a great extent, dependent upon frequent and open communication between the Provider and the Department. This portion of

the Guide will clearly define the various parties involved in the operation of the program and the enforcement of the terms of the contract.

#### **A. Provider/Contracting Agency**

The contracting agency is responsible to provide a Community-Based Residential Substance Abuse Treatment Program for offenders who have been court-ordered to participate in and complete residential substance abuse treatment.

#### **B. The Division of Development: Improvement & Readiness and the Office of Administration**

The Director of Division and Development: Improvement & Readiness and the Bureau Chief of Readiness and Community Transition (Contract Quality Assurance Program Manager) are responsible for program development and quality assurance of treatment services. The Director for the Office of Administration and the Bureau Chief of Contract Management and Monitoring (Contract Manager) are responsible for contract enforcement, monitoring, interpretation, and any other issues that may arise concerning the program and resolution of disputes.

#### **C. Contract Manager**

The Contract Manager is responsible for enforcing performance and terms of the contract and may designate specified Department staff to act as his/her designee. The Contract Manager or designee may approve all exceptions or special circumstances regarding operation of the program as described in this Guide. Requests for exceptions to service requirements and justification for the request must be submitted in writing to the Contract Manager or designee. A decision on the request will be rendered in writing to the Provider.

#### **D. The Contract Quality Assurance Program Manager will perform the following functions:**

1. Maintain a contract Quality Assurance file;
2. Serve as the liaison between the Department and the Contractor on all Quality Assurance issues
3. Monitor Program Service Delivery in terms of quality of services/programs being provided
4. Monitor Program Related Performance Measures
5. Serve as the liaison between Institutions and Circuits and the Vendor

The Contract Quality Assurance Program Manager may delegate functions to the Local Contract Quality Assurance Coordinator as follows:

1. Monitor quality of services and programs being delivered through data, site visits and observations.
2. Provide technical assistance to vendor
3. Facilitate communication between Community Corrections and Institutions staff with vendor as required.

#### **E. Supervising Correctional Probation Officer**

The Supervising Correctional Probation Officer assigned to the program facility is responsible for the supervision of offenders enrolled in the treatment program. The Supervising Correctional Probation Officer will communicate with program staff regarding all aspects of the offender's participation in treatment, adherence to supervision requirements as specified in the order of probation, community, or other type of release, status of compliance with court-ordered financial obligations and other relevant supervision matters, and to approve participation in off-site activities.

**EXHIBIT C  
FDC RFP-17-103  
MONTHLY PROGRAM INVOICE**

**SUBSTANCE ABUSE RESIDENTIAL MONTHLY PROGRAM INVOICE**

Contractor Name:

Contract Number:

Invoice Number

**BILLING INVOICE FOR: (Month and Year):**

Total of Days in Month:	
Maximum Number of Annualized Bed Days:	
*Cumulative Bed Days Used Fiscal Year-to-Date (through last day of prior billing month):	
Billing Month Occupied Bed Days:	
Per Diem Billing Rate:	
Billing Month Occupied Bed Days x Per Diem Billing Rate = TOTAL INVOICE:	\$0.00

\* Fiscal Year runs July 1st through the following June 30.













