

Date: October 22, 2010

Prospective Provider:

Subject: DJJ Solicitation Number: RFP# R2103
 Request for Proposals (RFP): To provide a twenty-four (24) bed residential program for low and moderate risk girls who are adjudicated delinquent and committed to the Department after being assessed and classified as low or moderate risk, as described in Attachment I. Program services shall include twenty-four (24) low or moderate-risk beds with Mental Health Overlay Services (MHOS) for up to a year followed by mental health treatment services funded by Behavioral Health Overlay Services (BHOS) for girls between the ages of 13-18, as described in Attachments II and III. The program shall be located in a Department owned/leased facility located in the South Region, Circuit 19, at 1117 Northeast 39th Boulevard, Okeechobee, Florida 34972. The program name shall be Okeechobee Girls Academy. The successful Provider shall provide services as specified in the Request for Proposal ("RFP"). All services shall be provided consistent with the policies and procedures of the Department of Juvenile Justice and laws and rules of the State of Florida.

This RFP is issued by the State of Florida, Department of Juvenile Justice (Department or DJJ), to select a Provider to operate the above-referenced program. The RFP package consists of this transmittal letter with the following attachments and exhibits (some of which are not included but are available electronically as noted):

PUR 1000[1]	General Contract Conditions - Incorporated by Reference ¹
PUR 1001[1]	General Instructions to Respondents - Incorporated by Reference ¹
Attachment A	Special Conditions - General Instructions to Respondents
Attachment B	General Instructions for the Preparation and Submission of Proposals
Attachment C	Evaluation for Past Performance
Attachment D	Evaluation Criteria
Attachment E	Reserved
Attachment F	Florida Certified Minority Business Enterprise (CMBE) Subcontracting Utilization Plan ²
Attachment G	Sample Contract
Attachment H	Budget Sheets ²
Attachment I	Supplier Qualifier Report Request ²
Attachment J	Price Sheet
Attachment K	Drug-Free Workplace Certification ²
Attachment L	Payment Coupon for Staff Training ²
Attachment M	Notice of Intent to Attend Solicitation Conference Form (Non-Mandatory)
Attachment N	Notice of Intent to Propose (Non-Mandatory)
Attachment O	Cross Reference Table (Mandatory)
Attachment P	Evaluation Questions/Considerations
Attachment I:	Services to be Provided
Attachment II	Mental Health Overlay Services (MHOS)
Attachment III	Behavioral Health Overlay Services (BHOS)
Exhibit 1	Invoice
Exhibit 2	Contract Census Report
Exhibit 3	Florida Minority Business Enterprise (MBE) Utilization Report
Exhibit 4	Department-Furnished Property Inventory

¹Available at:

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

²Available at: <http://www.djj.state.fl.us/providers/contracts/index.html>

Prospective Providers shall comply fully with the instructions on how to respond to the RFP. Prospective Providers shall label proposals as "DJJ SOLICITATION NUMBER R2103" using the label form included in this RFP on the envelope(s) containing the proposal. The purpose of labeling the envelope is to put the

Department's mailroom on notice that the package is a proposal in response to a DJJ solicitation and should not be opened except by the Department's Contract Administration Unit at the specified date and time.

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

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

Sincerely,

Jacklyn Colson, FCN, FCCM
Procurement Officer

**ATTACHMENT A
GENERAL INSTRUCTIONS TO RESPONDENTS – SPECIAL CONDITIONS**

CONTENTS

1. **Definitions**
2. **General Instructions**
3. **Submission of Responses**
4. **Terms and Conditions**
5. **Questions**
6. **Conflict of Interest**
7. **Convicted Vendors**
8. **Discriminatory Vendors**
9. **Respondent's Representation and Authorization**
10. **Performance Qualifications**
11. **Public Opening**
12. **Electronic Posting of Notice of Agency Decision**
13. **Firm Response**
14. **Clarifications/Revisions**
15. **Minor Irregularities/Right to Reject**
16. **Contract Formation**
17. **Contract Overlap**
18. **Public Records**
19. **Protest**
20. **Captions and Numbering**
21. **Contact During Solicitation**
22. **Special Conditions**

1. DEFINITIONS

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

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

2. GENERAL INSTRUCTIONS

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

3. SUBMISSION OF RESPONSES

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

4. TERMS AND CONDITIONS

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

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

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

5. QUESTIONS

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

6. CONFLICT OF INTEREST

This solicitation is subject to chapter 112, Florida Statutes. Respondents shall disclose within their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent or its affiliates.

7. CONVICTED VENDORS

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

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

8. DISCRIMINATORY VENDORS

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes, may not:

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

9. RESPONDENT'S REPRESENTATION AND AUTHORIZATION

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

- (a) The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- (b) To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any public contract.
- (c) The respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under this and/or any other contract.
- (d) The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- (e) The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximated, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- (f) The respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), Florida Statutes), and all directors, officers and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract. This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.
- (g) Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - 1) Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged with: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal or state or local government transaction or public contract;

- violation of antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- 2) Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- (h) The product offered by the respondent will conform to the specifications without exception.
- (i) The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions
- (j) If an award is made to the respondent, the respondent agrees to be legally bound to the Contract that is formed with the State.
- (k) The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- (l) The respondent shall indemnify, defend and hold harmless the Department and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the respondent's preparation of its bid.
- (m) All information provided by and representations made by the respondents are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, Florida Statutes.

10. PERFORMANCE QUALIFICATIONS

The Department reserves the right to investigate or inspect at any time whether the services, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the delivery of services. If the Department determines that the conditions of the solicitation documents are not complied with, or that the services proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the Contract, but should the Department elect to do so, respondent is not relieved from fulfilling all Contract requirements.

11. PUBLIC OPENING

Responses shall be opened on or about the date and at the location indicated in Attachment B. Respondents may, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to section 119.07(6), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Department by using the Florida Relay Service at (800) 955-8771 (TDD).

12. ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD

On or about the date indicated in Attachment B, the Department shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Department shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within 72 hours after the electronic posting. The Department shall not provide tabulations or notices of award by telephone.

13. FIRM RESPONSE

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

14. CLARIFICATIONS/REVISIONS

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

15. MINOR IRREGULARITIES/RIGHT TO REJECT

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

16. CONTRACT FORMATION

The Department shall issue a notice of award, if any, to the successful respondent(s) by posting on the Vendor Bid System, however, no contract shall be formed between respondent and the Department until the Department signs the Contract. The Department shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

17. CONTRACT OVERLAP

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

18. PUBLIC RECORDS

Article 1, Section 24, Florida Constitution, guarantees every person access to public records. Florida law generously defines what constitutes a public record in section 119.07, Florida Statutes. As such, all responses to a competitive solicitation are public records unless exempt by law. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

19. PROTESTS

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

- (a) Section 120.57(3)(b), Florida Statutes, and Rule 28-110.003, Florida Administrative Code, require that a notice of protest of the solicitation documents shall be made within 72 hours after the posting of the solicitation.
- (b) Section 120.57(3)(a), Florida Statutes, requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes."
- (c) Rule 28-110.005, Florida Administrative Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in sections 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

20. CAPTIONS AND NUMBERING

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

21. CONTACT DURING SOLICITATION

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

22. SPECIAL CONDITIONS

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

ATTACHMENT B - GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

- I. SOLICITATION NUMBER** RFP# R2103
- II. SOLICITATION TYPE** Request for Proposals (RFP) to provide a twenty-four (24) bed residential program for low and moderate risk girls who are adjudicated delinquent and committed to the Department after being assessed and classified as low or moderate risk, as described in Attachment I. Program services shall include twenty-four (24) low or moderate-risk beds with Mental Health Overlay Services (MHOS) for up to a year followed by mental health treatment services funded by Behavioral Health Overlay Services (BHOS) for girls between the ages of 13-18, as described in Attachments II and III. The program shall be located in a Department owned/leased facility located in the South Region, Circuit 19, at 1117 Northeast 39th Boulevard, Okeechobee, Florida 34972.
- III. PROCUREMENT OFFICE** Jacklyn Colson, FCN, FCCM, Procurement Officer
Bureau of Contracts
Florida Department of Juvenile Justice
The Knight Building, Suite 1107
2737 Centerview Drive
Tallahassee, Florida 32399-3100
Telephone: (850) 922-0661
E-Mail Address: jacklyn.colson@djj.state.fl.us
- IV. GENERAL INFORMATION**
- A. Calendar of Events
Listed below are the important actions and dates/times by which the actions must be taken or completed. All references to “days” in this document refer to calendar days unless otherwise specified. If the Department finds it necessary to change any of these dates and/or times, the change will be accomplished by an addendum and will be posted on the “MyFlorida” website http://vbs.dms.state.fl.us/vbs/main_menu. All listed times are local time (Eastern Standard Time) in Tallahassee, Florida.

All meetings in the calendar of events (Solicitation Conference, Evaluator Briefing, and Evaluator Debriefing) are open to the public.

DATE	TIME	ACTION	WHERE
October 22, 2010	C.O.B.	Release of Solicitation	MyFlorida.com web site http://fcn.state.fl.us/owa_vbs/owa/vbs_ww.main_menu
October 29, 2010	10:00 a.m.	MANDATORY Site Visit (for state-owned /leased facilities only)	See Section IV.C. for site visit information
November 2, 2010	5:00 p.m.	Solicitation Conference Question Deadline – Last date and time written questions will be accepted for Discussion at Solicitation Conference	Send to jacklyn.colson@djj.state.fl.us
November 2, 2010	5:00 p.m.	Deadline for Submission of Intent to Attend Solicitation Conference Form (Attachment M).	Send to jacklyn.colson@djj.state.fl.us

November 9, 2010	11:00 a.m.	Solicitation Conference/Conference Call (This is a Public Meeting to be held only upon public request.)	Bureau of Contracts Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, Florida 32399-3100 or telephone 1-866-411-7380 and enter Code 3982071 when directed Agenda can be found on MyFlorida.com web site http://fcn.state.fl.us/owa_vbs/owa/vbs_ww.main_menu under the solicitation number R2103.
November 10, 2010	5:00 p.m.	Final date and time deadline written questions will be accepted. Deadline for Submission of Intent to Propose (Attachment N).	Send to jacklyn.colson@djj.state.fl.us
November 17, 2010	C.O.B.	Anticipated date that answers to written questions will be posted on the web site	MyFlorida.com web site http://fcn.state.fl.us/owa_vbs/owa/vbs_ww.main_menu
December 1, 2010	11:00 a.m.	Proposals Due and Opened	Attention: Jacklyn Colson Department of Juvenile Justice Bureau of Contracts 2737 Centerview Drive, Suite 1107 Tallahassee, Florida 32399-3100
December 8, 2010	11:00 a.m.	Evaluation Team Briefing Conference Call (This meeting is open for public attendance)	Bureau of Contracts Knight Building, DJJ Headquarters 2737 Centerview Drive Tallahassee, Florida 32399-3100 Conference Calls will be available at http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html within 24 hours of Briefing.
December 17, 2010	10:00 a.m.	Evaluation Team Debriefing Conference Call (This meeting is open for public attendance)	Bureau of Contracts Knight Building, DJJ Headquarters 2737 Centerview Drive Tallahassee, Florida 32399-3100 Conference Call will be available at http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html within 24 hours of Debriefing.
January 3, 2011	C.O.B.	Anticipated date of posting of Notice of Agency Decision.	MyFlorida.com web site http://fcn.state.fl.us/owa_vbs/owa/vbs_ww.main_menu
February 17, 2011		Anticipated Contract Start Date	

- B. Time, Date and Place Proposals are Due
Proposals must be received NO LATER than the date and time specified in the Calendar of Events (Section IV. A.), and submitted to the Department of Juvenile Justice (Department or DJJ) at the address identified in Section III.
Caution: A proposal received at the designated office after the exact time specified will not be considered, as specified by Attachment A.
- C. Site Visit: Attendance at the Site Visit is a **MANDATORY** requirement. The program shall operate from a Department/State-owned/leased facility located at 1117 Northeast 39th Boulevard, Okeechobee, Florida 34972. The site visit will be held at the facility at the date and time specified in the Calendar of Events (Section IV. A.). For driving directions to the facility for the site visit, please use one of the websites listed below:
<http://maps.yahoo.com/py/ddResults.py?Pyt=Tmap>
<http://www.mapquest.com/directions/>
Please insert the street address of point of origin (departure) and the address of the facility to obtain driving directions. If there are any questions regarding the site visit, the prospective Provider should direct those questions to the Procurement Officer named in Section III above.
- D. The Department reserves the right to modify non-material terms of the RFP prior to execution of the Contract resulting from this RFP, when such modification is determined to be in the best interest of the State of Florida.
- E. Solicitation Conference
The Department may conduct a solicitation conference on the date and at the time specified in the Calendar of Events. The purpose of the conference is to discuss the contents of the solicitation and proposers' questions and clarify areas of misunderstanding or ambiguity. If no interest in the solicitation conference is indicated by prospective providers, the Department has the option of cancelling the conference by placing a notice of cancellation of the conference on the MyFlorida.com website at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu under the solicitation number. If the conference is cancelled, questions and answers will be posted in the form of an addendum on or before the date specified in the Calendar of Events. Prospective Providers interested in the Solicitation Conference shall take note of the following:
1. Notice of "Intent to Attend Conference": Prospective Providers interested in participating in a conference are encouraged to submit a notice of "Intent to Attend Conference" (Attachment M to this RFP) by the date and time specified in the Calendar of Events to the Procurement Officer by fax or e-mail. This is not a mandatory requirement.
 2. Questions for Solicitation Conference: Questions for verbal discussion at the solicitation conference shall be submitted in writing and sent to the Procurement Officer at jacklyn.colson@djj.state.fl.us, or by mail or by facsimile (850/414-1625) and shall be received by the date specified for Solicitation Conference Questions in the Calendar of Events (Section IV. A.). The intent of this deadline is to provide the Department sufficient time to prepare answers for discussion at the conference.
 3. Agenda: An Agenda with questions submitted to date by prospective providers will be posted on the MyFlorida.com website at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu under the solicitation number no less than 24 hours (1 business day) prior to the meeting time.
 4. Conference Call: At the scheduled time of the conference call, prospective providers shall contact the Bureau of Contracts at 1-866-411-7380 and enter Code 3982071 in the phone.
 5. Final Questions/Inquiries: Final questions after the solicitation conference, or any other inquiries regarding the solicitation, shall be submitted in writing and sent to the Procurement Officer at jacklyn.colson@djj.state.fl.us, or by mail or by facsimile (850/414-1625) and shall be received by the date specified for Final Deadline for Questions in the Calendar of Events (Section IV. A.). The Department will not accept questions on this solicitation after close of business on the date specified for Final Deadline for Questions in the Calendar of Events (Section IV. A.). The prospective Provider is responsible for ensuring that the Procurement Officer receives the inquiry.
 6. Non-Binding Communication: The Department will accept verbal questions during the Solicitation Conference and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, the Department will issue written answers ONLY to questions subsequently submitted in writing as indicated in Attachment B, VII. Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by

any prospective Provider. Questions shall be submitted in writing in accordance with the deadline for questions in the Calendar of Events. The Department's formal answers to all questions will be posted in the form of an addendum to the solicitation document on the MyFlorida.com website at http://fcf.state.fl.us/owa_vbs/owa/vbs_www.main_menu.

7. Department's Official Answer to Questions: The Department's official response to all written questions will be posted at http://fcf.state.fl.us/owa_vbs/owa/vbs_www.main_menu as an addendum to this solicitation on or about the date specified in the Calendar of Events (Section IV. A.).
- F. Evaluator Briefing Session
The Department will hold an Evaluator Briefing Session at the time and date specified in the Calendar of Events. The purpose of the Evaluator's Briefing Session is to ensure that evaluators fully understand the solicitation requirements and the evaluation and scoring process. This meeting is open for public attendance. A recording of the call will be available on the Department's website (<http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html>) within 24 hours of the date listed on the Calendar of Events (Section IV.A)
- G. Evaluator Debriefing Session
The Department will hold an Evaluator Debriefing Session at the time and date specified in the Calendar of Events. The purpose of the Debriefing Session is to allow evaluators an opportunity to discuss the merits of the proposals, including strengths and weaknesses, and identify and review any information that may have been overlooked during independent review. No scores will be discussed or recorded during the debriefing. A recording of the call will be available on the Department's website (<http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html>) within 24 hours of the date listed on the Calendar of Events (Section IV.A)
- H. On or about the date specified in the Calendar of Events (Section IV. A.), the Department's Notice of Agency Decision will be posted on the "MyFlorida" website http://fcf.state.fl.us/owa_vbs/owa/vbs_www.main_menu Click on "Search Advertisements," and use the drop down list under Advertisement Type and select Agency Decision, then, under Agency, select the Department of Juvenile Justice. Click "Initiate Search," select the RFP and double click on the RFP number. Call the Department's Procurement Officer at the telephone number listed in Section III with any questions regarding accessing the website.

V. MANDATORY REQUIREMENTS

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

- A. It is **MANDATORY** that the prospective Provider submit its proposal within the time frame specified in the Calendar of Events (Attachment B, Section IV. A.).
- B. It is **MANDATORY** that the prospective Provider draft, and submit a fully completed, originally signed Transmittal Letter that contains all the information required by Section XIX. A.
- C. It is **MANDATORY** that the prospective Provider shall provide a price for the program by returning a completed and signed copy of the Department's Attachment J - Price Sheet. The price evaluated is the "Annual Maximum Price for Program Operations". The price must include all services, material and labor necessary to complete the Services to be Provided in Attachment I, Attachment II and Attachment III, as described in this RFP and the prospective Provider's proposal. The Department will determine the bed/slot rate (filled rate or available slot) based on the following formula: Annual Maximum Price Proposed for Program Operations divided by Number of Youth/Slots divided by Payment Days. This rate shall be expressed as 2 decimal number prices. The "unfilled rate" shall be \$5.00 less than the filled rate, as determined by the established formula.
- D. It is **MANDATORY** that the prospective Provider submit a completed Attachment H (Budget).
- E. It is **MANDATORY** that the prospective Provider submit a completed Attachment O (Cross Reference Table).
- F. It is **MANDATORY** that the prospective Provider provide financial documentation, as described in section XIX.E.2. of this RFP, that is sufficient to demonstrate its financial viability to perform the Contract resulting from this RFP. Documentation is reviewed on a pass/fail basis. If the prospective Provider fails to pass the option they selected, the proposal shall be rejected as non-responsive and not evaluated further.
- G. It is **MANDATORY** that the prospective Provider attends the site visit.

VI. SOLICITATION INFORMATION

- A. The term "Provider" refers to:
1. For purposes of Attachment C, "Provider" is defined to also include: any and all subsidiaries of the prospective Provider where the prospective Provider owns 80% or more of the common stock of the subsidiary; the parent corporation of the prospective Provider where the parent owns 80% or more of the common stock of the prospective Provider; and any and all subsidiaries of the parent corporation of the prospective Provider where the parent owns 80% of the common stock of the prospective Provider and the parent's subsidiaries.
 2. For the purposes of the Dun & Bradstreet SQR (if applicable): the proposing entity ("Provider") named in the Transmittal Letter and the DUNS number listed there must match the company name and DUNS number listed on the D & B SQR.
 3. For all other purposes, the definition shall be as specified in Attachment A, 1.
- B. **NO ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.** Prospective Providers shall submit an original and six (6) copies of their proposal (Volumes 1, 2 and 3), and a 3.5-inch computer disk or CD-ROM that contains the complete proposal saved in Microsoft Word and/or Excel. It is the intention of the Department to use the disk/CD-Rom for purposes of electronic storage of the submission, so it must contain the complete proposal, with the exception of original signatures, the D & B SQR or Financial Audit Documents (if applicable). One technical proposal (Volume 1) shall be identified as "Original" on the cover, and shall bear an original signature(s) on the Provider's Transmittal Letter. One financial proposal (Volume 2) shall also be identified as "Original" on the cover and shall bear an original signature(s) on Attachment J – Price Sheet. One Past Performance proposal (Volume 3) shall also be identified as "Original" on the cover. Use of legible reproductions of signed originals is authorized for all other copies of the proposal. See instructions for proposal preparation in Section XIX. and submittal information in Section III. Evaluation and review of the proposal will be based solely on information and documents submitted in the hard copy originals of Volumes 1, 2 and 3, unless otherwise indicated in the RFP.
- C. All dates in this procurement, and other RFP requirements, are subject to change. Modifications of the schedule or changes to the RFP shall be provided through addendum posted on the website identified above. Prospective Providers are responsible for checking the website for any changes.

VII. PROSPECTIVE PROVIDER QUESTIONS INFORMATION WILL NOT BE AVAILABLE ORALLY.

All inquiries shall be in writing and be sent to the Procurement Officer at jacklyn.colson@djj.state.fl.us or by mail or by facsimile (850/414-1625) and shall be received by the date specified in the Calendar of Events (Section IV. A.). The prospective Provider is responsible for ensuring that the Procurement Officer received the inquiry. The Department will not take any further questions on this RFP after close of business that day. The Department's responses to questions will be posted at http://fcv.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form as an addendum to this RFP on or about the date specified in the Calendar of Events (Section IV. A.). Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any prospective Provider. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a response.

VIII. NUMBER OF AWARDS

The Department anticipates the issuance of one Contract as a result of this solicitation.

IX. FAILURE TO EXECUTE CONTRACT

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

Provider fail to execute a contract, the Department may (1) attempt to contract with the next ranked prospective Provider sequentially until a prospective Provider willing to execute a contract is found without posting of an additional Notice of Agency Decision or Addendum; (2) reject all proposals and re-advertise the RFP; or (3) reject all proposals.

X. VENDOR REGISTRATION

Prior to entering into a Contract with the Department, the selected Provider(s) must be registered with the Florida Department of Management Services (DMS) Vendor Registration System. To access online registration, log on to www.myflorida.com, and click on the 'MyFloridaMarketPlace / e-Pro' link under 'Hot Topics.' Once on the 'MyFloridaMarketPlace' website, click on the 'Online Vendor Registration' link to begin registration. In order to register, you will need the following information:

- A. Company name
- B. Tax ID type and number – Social Security Number (SSN) or Federal Employer Identification Number (FEIN)
- C. Tax filing information, including the business name on the 1099 or other tax form (where applicable)
- D. Location information:
 1. A business name for each company location (if different from the company name)
 2. A complete address for each location (including details for sending purchase orders, payments, and bills to each location)
 3. A contact person for each of the locations
- E. Commodity codes that describe the products and/or services the company provides
- F. CMBE (Certified Minority Business Enterprises) information, if applicable
- G. State-issued sequence number - available from DMS by faxing a request on company letterhead to 850-414-8331.

XI. CONTRACT PERIOD AND RENEWAL

The Contract is expected to begin on **February 17, 2011**, and shall end at 11:59 p.m., Eastern Standard Time, on **February 16, 2016**. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original Contract, or three (3) years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, the Provider's compliance with all of the Department's policies and procedures, subject to the availability of funds and other factors deemed relevant by the Department.

XII. TYPE OF CONTRACT CONTEMPLATED

A fixed price Contract is anticipated for program operation; however, in the event of a transition to a new provider, a portion of the Contract may also be paid on a cost reimbursement basis during the transition period. A copy of a sample contract containing all required terms and conditions is included as Attachment G.

XIII. DESIGNATION OF CONTRACT UNDER THE FLORIDA SINGLE AUDIT ACT

- A. All Contracts with the Department are classified as either Recipient/Sub-Recipient, FSAA Exempt, or Vendor Contracts. It is the Department's determination that this Contract is a vendor Contract, pursuant to Section 215.97, Florida Statutes.
- B. Statutory and rule requirements for the Provider for both types of contract are specified in Attachment G, Section VI. FINANCIAL AND TRANSACTIONS AUDIT REQUIREMENTS.

XIV. ANNUAL MAXIMUM CONTRACT DOLLAR AMOUNT

Service Type	Number of Youth	Per Diem Amount	Payment Days/Month	Maximum Available Payment
Program Operations	24	\$	365 days	\$1,085,364.00
Mental Health Overlay Services (MHOS)	24	\$35.00	Up to a maximum of 365 days	\$306,600.00

Modular Rental		\$4,903.30	12 months cost reimbursement	\$58,839.60
ANNUAL MAXIMUM CONTRACT DOLLAR AMOUNT				\$1,450,803.60

The Maximum Contract Dollar Amount will be the Annual Maximum Price Proposed for Program Operations multiplied by the number of years in the initial term of the Contract. For terms of less than one (1) year, the amount will be pro-rated.

IT IS A MANDATORY REQUIREMENT THAT THE ANNUAL MAXIMUM PRICE PROPOSED FOR PROGRAM OPERATIONS ON ATTACHMENT J IS AT OR BELOW THE ANNUAL MAXIMUM PRICE FOR PROGRAM OPERATIONS STATED IN THE RFP. SEE ATTACHMENT B, SECTION V.

XV. OPTIONS

The Department reserves the right to exercise one or more option in the Options language in the event the Department's needs for residential programming change. The Department will allow the Provider thirty (30) days to assess any requested increased units of service or changes in services. If agreed upon by both parties, the Provider shall submit to the Department, in writing, an implementation plan to accommodate the proposed increased units of service or changes in services. Upon Department approval of the implementation plan, any increased units of service or changes in services shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Changes agreed to under these options may result in a change to the Maximum Contract Dollar Amount. However, the Program Operations (base care and custody) per diem, which does not include Mental Health Overlay Services (MHOS), Residential Substance Abuse Treatment Overlay Services (RSAT), or other overlay services, shall not exceed the per diem amount specified in the Contract.

A. Option for Increased Units of Service

The Department has the option to modify the Contract, by exercising the option to increase units of service by an amount not to exceed an additional fifty percent (50%) of the base number of units of service in the original Contract. Any increase in units of service shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Delivery of additional units of service shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.

B. Option for Changes in Contract Services

The Department has the option to modify the Contract, including adding or reducing services and/or program capacity, and changing the restrictiveness level, gender type served in the program or location of the program during the Contract term. The optioned services may not commence before execution of the amendment. Delivery of changed services shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.

XVI. SUBCONTRACTING

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

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

XVII. FAITH-BASED NON-DISCRIMINATION CLAUSE

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

XVIII. ELABORATE PROPOSALS

It is not necessary to prepare proposals using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Proposals should be prepared in accordance with the instructions herein. The Department is not responsible for and, therefore, shall not reimburse any

costs incurred in the preparation or submission of the proposal submitted in response to this RFP. The Department shall be liable for payment only as provided in a fully executed contract.

XIX. GENERAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL

The instructions for this RFP have been designed to help ensure that all proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS MAY NOT BE REVIEWED OR EVALUATED. All proposals must detail the services that will be delivered, the expected results and the recommended performance measures and contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Transmittal Letter"), so that each evaluator can easily turn to "Tabbed" sections during the evaluation process. Failure to have all copies properly "tabbed" makes it much more difficult for the Department to evaluate the proposal. Failure of the prospective Provider to provide any of the information required in the hard copy of either Volume 1 (the Technical Proposal), Volume 2 (the Financial Proposal) or Volume 3 (Past Performance) portions of the RFP proposal shall result in no points being awarded for that element of the evaluation/review.

The proposal shall consist of the following parts:

A. Transmittal Letter – Volume 1, Tab 1

It is **MANDATORY** that the proposal contain a fully completed transmittal letter that must be drafted, signed and submitted on Provider letterhead by an individual who has the authority to bind the prospective Provider and provide:

1. The Provider's official name (the company name), address, telephone number, the name and title of the Provider official who will sign any contract, (this individual shall have the authority to bind the prospective Provider and shall be available to be contacted by telephone or attend meetings, as may be appropriate regarding the solicitation), Federal Employee Identification Number (including the State of Florida Vendor Sequence Number), and DUNS Number (if applicable).
2. The name, title, address, telephone number, and e-mail address of the prospective Provider's Contract Manager;
3. If the proposing entity is a "DBA" or "Doing Business As", the prospective Provider shall state the reason for it.
4. The statement: "On behalf of (insert Provider's name), this letter certifies that the prospective Provider agrees to all terms and conditions contained in the Request for Proposal for which this proposal is submitted."
5. The statement: "On behalf of (insert Provider's name), this letter certifies that the prospective Provider has met all conditions and requirements of Attachment A, including that neither it nor its principals are presently debarred, suspended, or proposed for debarment, or have been declared ineligible or voluntarily excluded from participation in this Procurement/contract by any federal department or agency." If the prospective Provider is unable to certify to any part of this statement, such prospective Provider shall include an explanation in the transmittal letter.
6. The statement: "On behalf of (insert Provider's name), this letter certifies that neither the prospective Provider nor anyone acting on its behalf have contacted anyone, between the release of the solicitation and due date of this solicitation, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents."
7. The statement: "On behalf of (insert Provider's name), this letter certifies that the prospective Provider agrees to be responsible for the reporting of all admissions and releases in the Juvenile Justice Information System (JJIS) within 24 hours of the admission/release and for updating the projected release dates of youth at a minimum of once per week if required by this RFP.

B. Cross Reference Table Volume 1, Tab 1 In order to assist the prospective Provider in its development of a responsive proposal and to facilitate proposal evaluation by the Department, the prospective Provider shall provide a table that cross-references the contents of its proposal with the contents of the RFP. See Attachment O to this RFP for the cross reference table. This is a **MANDATORY** requirement. The prospective providers shall insert the cross reference table in Volume 1, Tab 1, just after the Part A - Transmittal Letter.

C. Certificate of a Drug-Free Workplace – Volume 1, Tab 2

The proposal may contain the certification of a drug-free workplace in accordance with section 287.087, Florida Statutes, if desired by the Provider; for preference in the event of a tie in the

scoring of a competitive solicitation. This is not a mandatory requirement. The certification form (ATTACHMENT K) is available at: <http://www.djj.state.fl.us/providers/contracts/index.html>

D. Technical Proposal - Volume 1, Tabs 3 – 5

The Technical Proposal (described below in paragraphs 1-4) shall be prepared in the format listed below utilizing 8.5" x 11" paper with one-inch margins top, bottom, and sides. Each prospective Provider shall limit the Technical Proposal's narrative to no more than 60 (sixty) consecutive pages. Pages submitted in excess of the specified limit for the Technical Proposal's narrative will be removed prior to evaluation and will not be evaluated. Any attachments, charts, photos, maps, diagrams, or other resource materials that support the information provided in the Technical Proposal shall be referenced within the Technical Proposal's narrative, included as exhibits or attachments to the Technical Proposal, and presented at the end of the Technical Proposal. Such exhibits or attachments shall not be counted in the 60 (sixty) page limitation established for the Technical Proposal.

The Technical Proposal package shall contain the following sections in the following sequence:

1. Introductory Statement – Volume 1, Tab 3
This section should be an introductory statement of the general strategy and methodology that will be used to achieve the project goals.
2. Management Capability – Volume 1, Tab 4
 - a. Management Capability- Services
 - 1) This section shall identify the prospective Provider's company structure as to whether the prospective provider is a partnership, corporation, limited liability corporation, sole proprietorship, etc. and the for profit or not-for-profit status of the company.
 - 2) This section shall identify the status of the company proposing; if the prospective Provider is a parent company with subsidiaries, a subsidiary, a "DBA" entity, branch or division.
 - 3) This section shall provide proof that the prospective Provider 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 State of Florida's, Secretary of State's Office). In addition, the prospective Provider's corporate charter number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.
 - 4) This section shall reasonably and logically identify the management approach to plan, control, and manage the program, in accordance with requirements identified in Attachment I, Services to be Provided.
 - 5) This section shall also identify how the prospective Provider's organizational structure provides the capability to perform the services required.
 - 6) An organizational chart for the Provider and one for the Program shall be included.
 - b. Management Capability - Department owned or leased
Prospective Providers shall address any relevant issues regarding services in the DJJ-owned facility. It is a MANDATORY requirement that prospective Providers attended any site visit.
 - c. Management Capability – Options
In this section, the prospective Provider shall identify its capabilities to meet the requirements of Section XV. Options. The prospective Provider shall define the amount of space available if the Department exercises the option of additional units of service. The prospective Provider shall also define its capacity to respond to changes in Contract services.
3. Program Services – Volume 1, Tab 5
This section shall include a detailed description of the prospective Provider's approach to providing the services required by this RFP. The prospective Provider shall explicitly address all Department requirements specified in Attachment I, Attachment II, and Attachment III. In addition, the Provider shall provide the documentation as requested and outlined in Attachment O, the Cross Reference Table. PLEASE NOTE THAT IT IS

INSUFFICIENT FOR PROPOSALS TO MERELY RECITE OR REITERATE THE SERVICES TO BE PROVIDED.

E. Financial Proposal (Volume 2)

1. Price – Volume 2, Tab 1

- a. It is **MANDATORY** that the prospective Provider shall provide a price for the program by returning a completed and signed copy of the Department's Attachment J - Price Sheet. The price evaluated is the "Proposed Annual Maximum Program Operations Amount." The price must include all services, material and labor necessary to complete the Services to be Provided in Attachment I, Attachment II, and Attachment III as described in this RFP and the prospective Provider's proposal. All bed/slot rates shall be expressed as 2 decimal numbers or shall be treated as a mathematical error by the Department and rounded up to the next 2 decimal place number. The "unfilled rate" shall be a dollar amount that is \$5.00 less than the filled rate and should reflect those budget costs not incurred when there is no youth in the bed.
- b. It is **MANDATORY** that the prospective Provider submit a completed and signed Attachment J that proposes an annual program operations dollar amount at or below the annual maximum price for program operations stated in the RFP. Any proposal without a completed and signed Attachment J or with a proposed annual maximum price for program operations exceeding the annual maximum Price for Program Operations will be rejected.
- c. It is **MANDATORY** that the prospective Provider complete and submit Attachment H (Budget) in Tab 1 of Volume 2, available at: <http://www.djj.state.fl.us/providers/contracts>.

2. Financial Viability Documentation – Volume 2, Tab 2

- a. It is **MANDATORY** that the prospective Provider submit financial documentation for either **Option # 1** or **Option # 2** outlined below, to allow the Department to sufficiently determine financial viability of the Provider to perform the Contract resulting from this RFP. Failure to provide either option will result in disqualification of the response.

1 Option #1: - D & B Supplier Qualifier Report

If selecting this option, the prospective Provider shall submit a copy of the Dun & Bradstreet Supplier Qualifier Report reflecting an SER rating dated within 60 days of the release of this RFP. The prospective Provider's company name and DUNS Number must match the company name and DUNS number on the SQR. The prospective Provider may request the report from D&B at: <http://www.djj.state.fl.us/providers/contracts/index.html>. Click "Attachment I – Supplier Qualifier Report Request" and follow the directions there. The prospective Provider shall pay D&B to send the Supplier Qualifier Report (SQR) to the prospective Provider and the Department through electronic means. The cost of the preparation of the D&B report shall be the responsibility of the prospective Provider. In addition, it is the duty of the prospective Provider to ensure the timely submission of a D&B report that accurately reflects the proposing entity. If the Department cannot determine on the face of the documents that the SQR report is that of the proposing entity, then the Department may disqualify the submission. Prospective Providers are advised to allow sufficient time before the proposal due date for the D&B processing.

OR

2 Option #2: Financial Audits

If selecting this option, the prospective Provider shall submit the most recent available and applicable financial documentation that shall include the most recently issued audited financial statement (or if unaudited, reviewed financial statements, in accordance with "Statements for Accounting and Review Services" issued by the American Institute of Certified Public Accountants (SSARS). If the balance sheet date of the

most recent, available audited or reviewed financial statements are earlier than 16 months from the issue date of the RFP, the Provider must provide compiled financial statements in accordance with SSARS, with a balance sheet date no earlier than 6 months from the date of the RFP, along with the most recently issued or reviewed financial statements, with a balance sheet date no earlier than 24 months of the issue date of the RFP. The Department shall use its discretion in utilizing one or both financial statements to determine the given ratios and other financial information. The financial statements shall include the following:

- a) The accountant's reports on the financial statements;
- b) Balance sheet;
- c) Statement of income or activities;
- d) Statement of retained earnings (except for non-profit organizations);
- e) Statement of cash flows;
- f) Notes to financial statements;
- g) Any written management letter issued by the auditor to the prospective Provider's management, its board of directors or the audit committee, or, if no management letter was written, a letter from the auditor, stating that no management letter was issued and that there were no material weaknesses or significant deficiencies in internal control; and
- h) If the prospective Provider is subject to the Federal Single Audit Act (for programs operating in the State of Florida) or the Florida Single Audit Act, include a copy of the most recently issued: Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements performed in Accordance with Government Auditing Standards; and Report on Compliance with Requirements Applicable to Each Major Program and State Project and on Internal Control over Compliance in Accordance with OMB Circular A-133 and Florida Single Audit Act:

OR

- i) If the prospective Provider is a sole proprietor or non-corporate entity, the prospective Provider shall provide financial documentation that is sufficient for DJJ staff to determine the financial ratios, revenues, and equity indicated in Option 2 criteria including applicable financial statements, income tax returns and other documents.
- j) Failure to provide any of the aforementioned financial information may result in response disqualification.

The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the prospective Provider is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided.

The Department also acknowledges that a prospective Provider may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the prospective Provider has the financial capability of performing the contract to be issued pursuant to this RFP. The prospective Provider MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the prospective Provider itself. At the Department's discretion, the consolidated financial information from a parent company that was submitted in lieu of the prospective Provider's financial information may be utilized.

If a prospective Provider submits a financial audit which is determined to have passed the financial viability criteria, the Department's Bureau of Contracts will provide a letter to the Provider that can be submitted in lieu of resubmitting financial audits/financial documentation in a future procurement, as long as the future RFP's due date is within 12 month of the Provider's last audited financial statement.

3. Certified Minority Business (CMBE) Utilization Plan – Volume 2, Tab 3
The prospective Provider shall describe its plan and/or methods to encourage diversity and utilize minority businesses in the performance of the services described in this solicitation. The information provided in this section shall address the plan described in the Attachment F - available at: <http://www.djj.state.fl.us/providers/contracts/index.html> of the RFP. The prospective Provider shall also include documentation supporting the CMBE Plan, for each Florida CMBE listed on Attachment F, available at: <http://www.djj.state.fl.us/providers/contracts/index.html>, that the prospective Provider intends to utilize in the program procured. Florida CMBEs must meet all CMBE eligibility criteria and be certified as a CMBE by the Office of Supplier Diversity (OSD) of the Florida Department of Management Services. The documentation shall be a 1-page letter supplied by the CMBE on its letterhead stationery, stating the intent of the CMBE to participate in the program and clearly identifying the Department Solicitation Number. No points will be awarded for the CMBE Utilization Plan.

F. Past Performance – (Volume 3)

1. The purpose of this section is for the prospective Provider to demonstrate its knowledge and experience in operating similar programs by providing information requested on Attachment C, Part I, II and/or III.
2. Each prospective Provider shall limit the Past Performance section to no more than 15 pages. These pages shall include the information requested on Attachment C, Parts I, II, and/or III and all required supporting documentation.
 - a. The prospective Provider shall provide, if applicable, the information requested on Attachment C, Parts I, II, and/or III, regarding its past performance in the State of Florida, information regarding programs operated by the prospective Provider that have attained professional accreditation, and information regarding past performance in the United States outside of the State of Florida.
 - b. The prospective Provider shall attach dated supporting documentation for Part II and/or III, if applicable.
 - c. Failure to provide the information requested in Attachment C Part II and/or III for this RFP or supporting documentation, if applicable, shall result in a zero (0) score for that Part.
 - d. All documentation provided for Parts II or III of Attachment C must include the start and end dates, be current dated and valid at least through the start date of the Contract that results from this RFP. The documentation must state that the program is a residential commitment program and that it is run by the prospective Provider. The Department is not responsible for research to clarify the prospective Provider's documentation.
 - e. Prospective providers shall include the information requested in Attachment C, Part I, II and/or III for this RFP and the required supporting documents in Volume III. Further instructions on how to complete this section may be found in Attachment C.

G. Mailing Label

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

DJJ SOLICITATION# R2103

DATE DUE: December 1, 2010 TIME: 11:00 a.m.

ENVELOPE/BOX # _____ OF
_____ ENVELOPE(S)/BOX(ES)

Florida Department of Juvenile Justice
Attention: Bureau of Contracts
Jacklyn Colson, FCN, FCCM, Procurement Officer
2737 Centerview Drive, Suite 1107
Tallahassee, Florida 32399-3100

ATTACHMENT C

EVALUATION OF PAST PERFORMANCE FOR RESIDENTIAL COMMITMENT PROGRAMS

This attachment only considers the past performance of the prospective Provider as defined in Section VI of Attachment B. All documentation provided for Parts II or III of Attachment C must include the start and end dates, be current dated and valid at least through the start date of the Contract that results from this RFP. The documentation shall also state that the program cited is a residential commitment program and that it is operated by the prospective Provider. The Department will verify all information received, but is not responsible for research to provide information not submitted and documented by the prospective Provider, unless otherwise noted. Failure to provide the required supporting information for Parts II or III of the attachment shall result in a score of zero (0) for that section.

If the prospective Provider operates or has operated a juvenile justice residential commitment program within the past year from the date of RFP issuance, that prospective Provider shall complete Parts I and III and list all programs. Only scores from Parts I and III shall be considered for these prospective Providers. To complete Part I of Attachment C, the prospective Provider shall list all residential program information requested for each category. This information will be verified by the Department. Any inaccurate or omitted information in Part I of Attachment C will be corrected by the Department.

All other prospective Providers shall provide the information requested in Parts II and III. Only scores from Part II and III shall be considered for these prospective Providers. All documentation provided for Parts II or III of Attachment C must include the information noted in Part II below. Failure to provide the required supporting information for Parts II or III of the attachment in the hard copy of the proposal shall result in a score of zero (0) for that Part.

Prospective Providers shall submit Attachment C information and documents for this RFP in the hard copy of Volume 3. Past Performance documents submitted in other sections of the proposal will receive a zero (0) score for Past Performance.

Total available points for Past Performance:

PART I

•Average QA	200 points		For Programs that received a Quality Assurance Review before 2007: Up to 75 points for Performance scores and up to 25 points for Compliance Scores for a total of 100. For Programs that received a Quality Assurance Review in 2007 or later: up to 100 points for Performance scores for a total of 100. Scores are determined by averaging all program Quality Assurance scores. This final score is multiplied by 2. Programs with a failed score will receive a score of 0 (zero), to be averaged into the score. To complete Attachment C, Part 1, indicate in Column 1 (Program Name) the year of the most recent Quality Assurance Review. If the year is 2007 or later, please place NA in the column for Compliance Scores for that program.
• QA Deemed Status	20 points		For Juvenile Justice Residential Commitment programs holding "Deemed Status" as defined in FDJJ 1709.03 at the date of RFP issuance, 10 points per program, up to 20 points.

•Failure to Report Reportable Incidents	-20 points	Points shall be deducted at increments of 4 points for each incident for a maximum deduction of 20 points.
•Escapes		Negative points will be deducted as follows:
		2 points shall be deducted per escape due to a finding of failure to provide supervision for each Low-Risk Program
		4 points shall be deducted per escape due to a finding of failure to provide supervision for each Moderate-Risk Program
		6 points shall be deducted per escape due to a finding of failure to provide supervision for each High-Risk Program
		8 points shall be deducted per escape due to a finding of failure to provide supervision for each Maximum-Risk Program
•Successful Completions	200 points	Points are awarded based on the percentage of youth who successfully completed all programs. This score is derived by dividing the total number of Completions for all programs by the total number of Releases for all programs. Data may be found at http://www.djj.state.fl.us/Research/CAR/CAR_2009/index.html
•Cure Notices		Negative points will be deducted as follows:
	-20	20 point deduction for Providers receiving a Cure Notice after 7/1/09, and are successful in completion and compliance within the initial deadline established in the notice.
	-40	40 point deduction for Providers receiving a Cure Notice after 7/1/09, and are successful in completion and compliance after one or more extensions of the deadline established in the notice.
TOTAL	420 POINTS	

PART II

•Out of State	240 points	Prospective Providers completing Attachment C Part II can receive 40 points for up to 6 (six) programs in states other than Florida which have been determined to be in good standing or compliance with that state's monitoring system. All supporting documentation must be provided in order to receive these points. All documentation provided for Part II of Attachment C must include the certification(s) start and end dates, be current dated, establish that the program is a residential commitment program and that the prospective Provider ran the program.
	-160 points	Points shall be deducted for up to four (4) programs in states other than Florida, which have been determined to be "below average or failure" by the monitoring system of the contracting government agency.
TOTAL	240 POINTS	

PART III

•Certifications	60 points	20 points for each program that is currently accredited by the organizations mentioned in Part III. All supporting documentation must be provided. All documentation provided for Part III of Attachment C must include the start and end dates of the accreditation(s), be current dated, establish that the program is a residential commitment program and that the prospective Provider ran the program.
TOTAL	60 POINTS	

Total Available Points Parts I and III 480
Total Available Points for Parts II and III 300

Attachment C Part I Data Sheet: Past Performance Of Residential Commitment Programs

Vendor:			RFP Number:				Date RFP Issued:					
Program Name ¹	Contract Number ²	Program Level ³	Program Operation Begin Date ⁴	Program Operation End Date ⁵	Most Recent QA Performance Percentage Score ⁶	Most Recent QA Compliance Percentage Score ⁷ (if evaluated prior to 2007)	Failure to Report ⁸	Escapes ⁹	Total Releases ¹⁰	Successful Completions during FY 2007-2008 ¹¹	Contract Cure Notice (initiated after 7/1/09) ¹²	QA Deemed Status ¹³
This section will be verified by the Department. Any inaccurate or omitted information will be corrected.												
Department Use Only												

¹ As found in the program contract.

² This information is only to aid the Department in identifying the program name.

³ During the past year from the date of RFP issuance, the restrictiveness level for the majority of the time the Vendor operated the program.

⁴ First date Vendor operated the program.

⁵ Last date Vendor operated the program or, if the current Provider, the date the contract will expire.
NOTE: If the program was evaluated prior to 2007, place scores in both columns. If program evaluated in 2007 or later, place score in "Performance percentage" column and NA in "Compliance" column.

⁶ Most recent Quality Assurance Performance percentage score published on or before the issue date of this RFP.

⁷ Most recent Quality Assurance Compliance percentage score published on or before the issue date of this RFP (if program was evaluated prior to 2007).

⁸ The number of failure to report reportable incidents in accordance with policy FDJJ-8000 during the past year from the date of RFP issuance.

⁹ The number of incidents of escape during the past year from the date of RFP issuance. Escapes are defined using criteria of the FDJJ Office of the Inspector General (FDJJ-8000).

¹⁰ The number of youth released from the program during FY 2007-2008 as documented in the Comprehensive Accountability Report. This data may be found at http://www.djj.state.fl.us/Research/CAR/CAR_2009/index.html

¹¹ The number of youth completing the program during FY 2007-2008 as documented in the Comprehensive Accountability Report. This number is multiplied by 2. This data may be found at http://www.djj.state.fl.us/Research/CAR/CAR_2009/index.html

¹² 20 point deduction for Providers receiving a Cure Notice after 7/1/09, and are successful in completion and compliance within the initial time period established in the notice; 40 point deduction for providers receiving a Cure Notice after 7/1/09, and are successful in completion and compliance after one or more extensions of the deadline established in the notice.

¹³ 10 points for each program holding "Deemed Status" as defined in FDJJ 1709.03 at the date of RFP issuance, up to 20 points maximum.

PART II: Evaluation Questionnaire for Past Performance in the United States Outside of Florida

Within the last three calendar years (including the year of RFP issuance), has the prospective Provider operated one or more juvenile justice residential commitment programs contracted by a government entity within the United States (or its territories) outside the State of Florida for a period of more than one year and received recognition as being *compliant* and or *in good standing* by the monitoring system of the contracting government agency? Documentation from the contracting governmental agency must be submitted in order for points to be scored under this section. This documentation must be a monitoring report(s) with a rating scale that identifies the programs as being *compliant* and/or *in good standing*. The prospective Provider may submit only the executive summary of the report or evidence of a rating scale that identifies the program as being compliant and/or in good standing. The Provider will ensure the submission contains the required information and does not exceed the RFP requirement for total number of pages submitted. Personal assessments or letters of recommendation will not be accepted.

Yes _____ No _____

Calendar Year _____			
Name of Program _____ (40)	Name of Program _____ (40)		
Provider Name on the Contract _____	Provider Name on Contract _____		
DUNS# _____	DUNS# _____		

Calendar Year _____			
Name of Program _____ (40)	Name of Program _____ (40)		
Provider Name on the Contract _____	Provider Name on Contract _____		
DUNS# _____	DUNS# _____		

Calendar Year _____			
Name of Program _____ (40)	Name of Program _____ (40)		
Provider Name on the Contract _____	Provider Name on Contract _____		
DUNS# _____	DUNS# _____		

Within the last three calendar years (including the year of RFP issuance), has the prospective Provider operated one or more juvenile justice residential commitment programs contracted by a government entity within the United States (or its territories) outside the State of Florida for a period of more than one year and received a rating of *below average* or *failure* by the monitoring system of the contracting government agency? Each such program is negatively assessed forty (40) points.

Yes _____ No _____

Calendar Year _____			
Name of Program _____ (40)	Name of Program _____ (40)		
Provider Name on the Contract _____	Provider Name on Contract _____		
DUNS# _____	DUNS# _____		

Calendar Year _____			
Name of Program _____ (40)	Name of Program _____ (40)		
Provider Name on the Contract _____	Provider Name on Contract _____		
DUNS# _____	DUNS# _____		

PART III: Evaluation Questionnaire for Accreditation in the United States

The following is a brief description of the four (4) accreditation organizations considered eligible to receive points for this section.

American Correctional Association (ACA)

Accredits correctional agencies/facilities that hold at least one of the following: 1) pretrial or pre-sentence adults or juveniles; convicted adults or juveniles adjudicated delinquent; and/or adult of juvenile offenders sentenced to community supervision.

The accreditation certificate states the Facility (Organization Name), and does not list the programs within that facility. The accreditation certificate will identify the type of facility/program for which it is being accredited (i.e., Juvenile Correction Facility, Juvenile Community Residential Facility). There are some accreditation certificates that are awarded specifically to programs found within facilities. The only applicable example for the Department of a program that is eligible for individual program accreditation is Therapeutic Communities.

Defines a "program" as the plan or system through which a correction agency works to meet its goals; *often this program requires a distinct physical setting* such as a correction institution, community residential facility, group home or foster home. On the ACA Compliance Report, it states "Facility/Program."

Evidence of Accreditation: Accreditation certificate.

Commission on Accreditation of Rehabilitation Facilities (CARF)

Accredits human service providers and networks (provider organizations) for their specific programs and services.

The organization is provided a main accreditation certificate (organization's name, which is the main physical site name) and it will list all programs/services accredited at all locations. When certificates are requested for additional physical sites, the certificates will list the organization's name (the main physical site name), the additional physical site name, and the programs for that site location only.

Defines a "program" as a system of activities performed for the benefit of persons served; a subunit of the Customer Service categories.

Evidence of Accreditation: An official notification letter and an accreditation certificate.

Council on Accreditation (COA)

Accredits child- and family-service and behavioral healthcare organizations. Originally known as an accrediting body for family and children's agencies, COA currently accredits 38 different service areas and over 60 types of programs. Among the service areas are substance abuse treatment, adult day care, services for the homeless, foster care, and inter-country adoption. Organizations are eligible for COA accreditation if they provide human services. An organization that does not provide human services, but where its consumers (communities, stakeholders, members, other organizations, or agencies) provide human services may also be eligible for accreditation.

COA accredits organizations and services, not specific programs. COA accreditation applies to the entire organization and the services that it provides. An organization's accreditation includes all of its programs that fall under the service areas listed in the COA letter. COA does not separately accredit services provided in residential and non-residential settings, nor does it separately accredit services provided to adults or juveniles.

Defines a "program" as a system of services offered by an organization. For example, an organization providing a mental health service may offer several mental health programs to different populations, e.g., a mental health program for adolescent teens. The word "program" can be used interchangeably with the word "service" or to describe specific programs.

Evidence of Accreditation: An email communication stating that the organization has achieved accreditation (sent within 7 days of the decision being made); a formal notification letter (sent within 2 weeks); a plaque; and a Final Accreditation Report (FAR), which provides a complete set of ratings for all applicable standards, as well as a list of the organization's strengths and areas for improvement (45 days after receiving the formal notification letter).

Joint Commission (Formerly JCAHO)

Evaluates and accredits healthcare organizations and programs.

An organization will receive an accreditation certificate with the organization's name and the program or service that was accredited. The organization receives a stand-alone certificate for each of its individual programs/services that were accredited.

If you visit the Joint Commission's "Quality Check" website, it will tell you: 1) if an organization is accredited or not, and for which programs/services; 2) detailed information about the individual program/service area that was accredited; and 3) list an organization's physical site locations and the accredited programs/services areas per location.

Defines a "program" in terms of health care settings.

Evidence of Accreditation: An official accreditation report and an official accreditation decision.

Does the prospective Provider currently operate or perform a residential commitment juvenile justice program ("accredited entity") in the United States which is being offered as a part of its RFP proposal, AND is that accredited entity in good standing and without restrictions by:

- (1) American Correctional Association (ACA);
- (2) Commission on Accreditation of Rehabilitation Facilities (CARF);
- (3) Council on Accreditation (COA); or
- (4) Joint Commission (Formerly JCAHO).

Prospective Provider Check one: Yes _____ No _____

If "No" is checked above, the prospective Provider will be awarded zero (0) points for this section.

If "Yes" is checked above, the prospective Provider will provide all of the information and documentation listed below for EACH accredited entity, to be evaluated for the points for this section.

- (1) Must provide the name of the prospective Provider's organization;
- (2) Must provide the name of the accredited entity;
- (3) If the accredited entity name is different than the name on the prospective Provider's proposal, must provide documentation that both entities are part of the same organizational structure. (If not applicable, just state "not applicable");
- (4) Must provide the name of the accreditation organization, AND the accreditation organization must be one of the following: American Correctional Association (ACA), Commission on Accreditation of Rehabilitation Facilities (CARF), Council on Accreditation (COA), or Joint Commission (Formerly JCAHO);
- (5) Must provide documentation that evidences the accreditation award for each accredited entity;
 - The following are acceptable forms of documentation as evidence of accreditation:
 - a) An official letter(s) of the accreditation decision;
 - b) An official accreditation report(s);
 - c) A copy of the original accreditation certificate(s); or
 - d) An email notification from COA if within seven (7) days of accreditation decision by COA.
- (6) Must provide documentation that establishes the accredited entity as a residential commitment juvenile justice program;
- (7) Must provide documentation that establishes the residential commitment juvenile justice program as an included component of its accreditation award;
- (8) Must provide documentation that establishes the accredited entity is physically located in the United States;
- (9) Must provide documentation that establishes that the prospective Provider operated the accredited entity when the accreditation certification was awarded;
- (10) Must provide documentation that establishes that the accreditation period is valid at least through the start date of the contract that results from this RFP; AND
- (11) Must provide documentation that establishes that the accreditation certificate is in good standing and without restrictions.

Prospective Provider's failure to provide ALL of the required documentation, for an accredited entity submitted for consideration for points for this section, will result in zero (0) points being awarded for that particular accredited entity.

The Department is not responsible for conducting research to clarify the prospective Provider's documentation.

Twenty (20) points are awarded for EACH accredited entity that submits the required documents and that addresses the criteria to the satisfaction of the evaluator. EACH accredited entity evaluated will either receive all twenty (20) points that are available or zero (0) points.

However, a maximum of three (3) accredited entities' documentation will be evaluated for this section.

Maximum number of points available for this section: 60 points.

Prospective Provider: Complete Items A) and B):

Please remember that the term "accredited entity" refers to the accredited juvenile justice organization, program, facility, and/or service due to the differing definitions used by the four (4) accreditation organizations described above.

A) The name of the prospective Provider organization as stated on the proposal:

Name: _____

B) Name of Accredited Entity #1 (submitted for consideration for points in this section):

Name of Accredited Entity #2 (submitted for consideration for points in this section):

Name of Accredited Entity #3 (submitted for consideration for points in this section):

If the Accredited Entity #1, #2, and/or #3's name is the same as the prospective Provider organization's name (as stated on the proposal), repeat that name, where appropriate.

ATTACHMENT D EVALUATION CRITERIA

	MAXIMUM POINTS PER SECTION	
	<i>Prospective Providers who operate DJJ contracted residential programs in Florida</i>	<i>Prospective Providers who do NOT operate DJJ contracted residential programs in Florida</i>
A. <u>Transmittal Letter (MANDATORY REQUIREMENT)</u>	0	0
B. <u>Technical Proposal – Volume 1</u>		
1. <i>Introductory Statement</i>	0	0
2. <i>Management Capability</i>	125	125
3. <i>Program Services</i>	900	900
4. <i>Overlay Services</i>		
a. <i>Behavioral Health Overlay Services (BHOS)</i>	45	45
b. <i>Mental Health Overlay Services (MHOS)</i>	45	45
C. <u>Financial Proposal – Volume 2</u>		
1. <i>Price (as stated in Attachment J)</i>	200	200
2. <i>Financial Viability Documents (Option 1 or 2) MANDATORY</i>	0	0
D. <u>Past Performance – Volume 3</u>	480	300
TOTAL MAXIMUM POINTS AVAILABLE	1795	1615

EVALUATION CRITERIA

THIS RFP CONTAINS MANDATORY REQUIREMENTS THAT ARE SPECIFIED IN ATTACHMENT B, SECTION V. FAILURE TO MEET THESE REQUIREMENTS WILL RESULT IN A PROPOSAL NOT BEING EVALUATED AND REJECTED AS NON-RESPONSIVE. NO POINTS WILL BE AWARDED FOR MEETING MANDATORY REQUIREMENTS. ALL EVALUATION AND REVIEW OF THE PROSPECTIVE PROVIDER'S PROPOSAL WILL BE BASED SOLELY ON THE HARD COPIES OF VOLUMES 1, 2, AND 3, UNLESS OTHERWISE NOTED IN THIS RFP.

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

A. Transmittal Letter

Proposals will be rejected as non-responsive if a transmittal letter is not drafted, signed and submitted by an authorized representative of the prospective Provider and contain the information required by Attachment B, Section XIX. A. This is a **MANDATORY** requirement (see Attachment B, Section V.) of the RFP; however, no points will be awarded.

B. Technical Proposal

The Management Capability and Program Services sections will be evaluated by a minimum of three Department employees serving as evaluators. They will independently score these sections based on the requirements of the RFP on a 0-5 scale. The assignment of points by each evaluator will be based upon the following description of each score:

AWARD CRITERIA		Use the following rating scores to rate the evaluation question:
RATING	SCORE	EVALUATION DESCRIPTION
Excellent	5	The proposal exceeds all technical specifications and requirements for the service component specified. The approach is innovative, comprehensive, and complete in every detail.
Very Good	4	The proposal meets all technical specifications and requirements for the component specified. The approach is comprehensive and complete in every detail. The proposal approach contains some innovative details for some of the components specified.
Adequate	3	The proposal meets all technical specifications and requirements for the component specified.
Poor	2	The proposal does not meet all technical specifications and requirements for the component specified, or it demonstrates minimum understanding of the requirements for the component specified.
Unsatisfactory	1	The proposal fails to demonstrate the Provider's understanding of the requirements for the component specified or the ability to provide the service.
Not Addressed	0	The Provider's proposal does not address the service component(s) specified, or the evaluator is not able to locate the information in the Provider's proposal.

Management Capability

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

C.

Financial Proposal

1. Price Evaluation Criteria

- a. The score for price will be based upon the lowest "Annual Maximum Price Proposed for Program Operations" submitted on Attachment J by all prospective Providers. The total available points for price is 200 points. Therefore, the prospective Provider who submits the lowest annual maximum price for program operations shall receive 200 points. Total price for the purposes of evaluation shall be the Annual Maximum Price for Program Operations multiplied by the term of the Contract. All others will receive a score that is equal to 200 points minus the percentage difference above the lowest proposal. For example, if the second lowest proposal is 10% higher than the lowest proposal, the second prospective Provider will receive a score of 180 points (i.e., 200 points minus 10% of 200 [or 20 points] equals 180 points). No points will be awarded based on either the unfilled rate or the renewal amount.
- b. It is **MANDATORY** that the prospective Provider submit a completed and signed Attachment J that proposes an annual maximum price for program operations at or below the annual maximum price for program operations stated in the RFP. Any proposal without a completed and signed Attachment J or with a proposed annual maximum price for Program Operations exceeding the annual maximum price for program operations shall be rejected.

2. Financial Viability Criteria

- a. It is **MANDATORY** that the prospective Provider provide financial documentation, as described in section XIX.E.2. of this RFP, that is sufficient to demonstrate its financial viability to perform the Contract resulting from this RFP. Documentation is reviewed on a pass/fail basis. If the prospective Provider fails to pass the option they selected, the proposal shall be rejected as non-responsive and not evaluated further.

- b. Based on the option elected by the prospective Provider the Department will utilize one of the following criteria to determine financial viability to perform a contract resulting from this RFP:
1. Option #1 D & B Supplier Evaluation Risk (SER) Evaluation Criteria
Dunn & Bradstreet Supplier Evaluation Risk (SER) score must be ≤ 5 (on a scale of 1-10). The SER score is provided by D & B on the Supplier Qualifier Report (SQR) which must be requested by the Prospective Provider.
 2. Option #2 Financial Audit Documentation Criteria
A Certified Public Accountant (CPA) employed by DJJ will review the Provider's financial documentation and assess all of following criteria. At least two of the following four minimum acceptable standards shall be met, one of which must be item 3) or 4) below:
 - a) Current ratio: $\geq 1.0:1$ or (1.0)
Computation: Total current assets \div total current liabilities
 - b) Debt to tangible net worth: $\leq 6:1$
Computation: Total liabilities \div tangible net worth (net worth minus intangible assets)
 - c) Minimum existing sales: \geq the maximum annual Contract dollar amount as stated in this RFP which is defined as \$1,450,803.60.
 - d) Total equity: $\geq 10\%$ of minimum sales or revenue as determined in c above
- D. Past Performance
Criteria for the scoring of Past Performance are explained in Attachment C.
- E. Maximum Points Available
Providers who operate Department-contracted residential programs in Florida can achieve a maximum score of 1795 points. Providers who do not operate Department-contracted residential programs in Florida can achieve a maximum score of 1615 points.

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

THIS CONTRACT is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE (hereinafter referred to as the "Department")**, whose address is **2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA 32399-3100** and **[PROVIDER NAME]** (hereinafter referred to as the "Provider"), whose address is **[PROVIDER ADDRESS]**, to provide **[SERVICES]**.

In consideration of the mutual benefits to be derived from performance under this Contract, the Department and the Provider do hereby agree:

I. PERFORMANCE

- A. The Provider shall provide services in accordance with the terms and conditions specified in this Contract including all attachments and exhibits, which constitute this Contract document.
- B. The Provider shall provide units of deliverables, including, but not limited to, reports, services and findings, as specified in this Contract, which must be received and accepted by the Department's Contract Manager in writing prior to payment.

II. GOVERNING AUTHORITY

The references listed below are included in the Contract for convenience only and do not change, modify, or limit any right or obligation of this Contract and any applicable local, state, federal laws, rules, regulations, and codes.

- A. State of Florida: This Contract is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws. Each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this Contract shall remain fully effective and valid. Venue for any proceeding regarding this Contract shall be in Leon County, Florida.
 - 1. Environmental Protection
 - a. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this Contract shall be procured in accordance with the provision of Section 403.7065, Florida Statutes.
 - b. The Provider shall comply with Rule 62-730.160, Florida Administrative Code, regarding the production and handling of any hazardous waste generated under this Contract.
 - 2. Public Records Access
The Provider agrees to allow access and review of all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency as defined in subsection 119.011(12), Florida Statutes. All said documents made or received by the Provider in conjunction with this contract shall be made available, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.
- B. Federal Law
 - 1. If this Contract contains federal funds, the provider shall comply with the provisions of 45 CFR Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
 - 2. If this Contract contains federal funds and is over \$100,000, the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the Department.

3. The Provider agrees no federal funds received in connection with this Contract may be used by the Provider, or an agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature pursuant to sections 11.062 and 216.347, Florida Statutes.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.
5. If this Contract contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
6. If this Contract contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38 and Part 39.

III. CONTRACT TERMS AND METHOD OF PAYMENT

- A. Contract Term (include renewal options if applicable)
 1. This Contract shall begin on (start date), or upon full execution, whichever is later, and shall end at 11:59 P.M. on (end date). In the event the parties sign this Contract on different dates, the latter date shall be the effective date.
 2. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original contract, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department.
 3. Modifications or amendment of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original Contract.
- B. Method of Payment

The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract. Furthermore, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The parties agree that the Department is not liable for payment for any extra day created by leap year, unless specifically appropriated by the legislature, and is only responsible for payments as specified below.

 1. Contract Amount
Total compensation under this Contract shall not exceed [\$XXXXXX].
INSERT FORMULA (COMPLETED BY THE BUREAU OF CONTRACTS)
 2. Payment and Submission of the Final Invoice
The Provider shall submit the final invoice for payment to the Department no later than forty-five (45) days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payments are forfeited and the Department will not honor any requests submitted after the above time period. Any payment due under the terms of this Contract may be withheld until the Provider complies with the requirements of this Contract,

including submittal of all reports due from the Provider and the return of all Department-furnished property. Invoices for reimbursement, fees, and/or compensation for services or expenses must be submitted in sufficient detail to conduct a proper pre-audit and post-audit.

3. Travel

Where itemized payment for travel expenses are permitted by this Contract, the Provider shall submit an invoice in accordance with section 112.061, Florida Statutes, or at lower rates as may be provided in this Contract.

4. Options

The Department reserves the right to exercise one or more options (a. or b. below) in the event the Department's needs for programming change. The Department will allow the Provider thirty (30) days to assess any requested increased units of service or changes in services. If agreed upon by both parties, the Provider shall submit to the Department, in writing, an implementation plan to accommodate the proposed increased units of service or changes in services. Upon Department approval of the implementation plan, any increased units of service or changes in services shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Changes agreed to under these options may result in a change to the Maximum Contract Dollar Amount. However, the Program Operations (base care and custody) per diem, which does not include Mental Health Overlay Services (MHOS), Residential Substance Abuse Treatment Overlay Services (RSAT Overlay services), or other overlay services, shall not exceed the per diem amount specified in the Contract.

a. Option for Increased Units of Service

The Department has the option to modify the Contract, by exercising the option to increase units of service by an amount not to exceed an additional fifty percent (50%) of the base number of units of service in the original Contract. Any increase in units of service shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Delivery of additional units of service shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.

b. Option for changes in Contract Services

The Department has the option to modify the Contract, including adding or reducing services and/or program capacity, and changing the restrictiveness level, gender type served in the program or location of the program during the Contract term. The optioned services shall be consistent with and/or enhance the original intent and purpose of the original contract. The optioned services may not commence before execution of the amendment. Delivery of changed services shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.

5. Reduction of Invoice for Non-Delivery of Service

The Department may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by the Contract, preparing written findings substantiating the Provider's failure to perform, and notifying the Provider of the proposed reduction of the monthly payment, and providing an opportunity for discussion of the proposed reduction in payment. The amount of any reduction shall be based upon the costs of those services not performed during the payment period.

6. Supplemental Expenditure

The Department, at its option and without notice to the Provider, shall have the right to make any payment or expenditure the Provider failed to have made under the Contract, to ensure all contracted services will remain available to youth if the Provider fails to perform as required under this Contract. Such expenditures by the Department may include, but are not limited to, payment for repairs affecting life, health or safety of youth or staff, food and medical services, utilities, claims for which liens may be attached to the property, insurance premiums, and other supplementary goods or services. Any payment by the Department shall be without prejudice to any of the Department's rights or remedies under this Contract, at law, or in equity. All sums paid by the Department, including indirect costs incurred by the Department to bring the program into compliance with Contract requirements pursuant to this paragraph shall be immediately due and payable from the Provider. Such sums may be recovered by the Department by means of a reduction to a monthly invoice payment otherwise payable to the Provider under the

Contract Payment Method. Recovery of the cost described above shall not relieve the Provider of the duty of full performance under the Contract. The Department will provide written notice after the fact to advise the Provider of why the decision was made, and any amount due to the Department from the Provider.

7. Staff Training Costs

- a. All costs occurring from, or associated with, Department-required training necessary for performance under this Contract or otherwise required by federal or state law, rule, or department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider, and as outlined in the Provider's awarded response to the Department's solicitation. Therefore, all training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of this Contract other than the Compensation stated in Section III.
- b. For CORE licenses, the Provider is responsible for annually reimbursing the Department for the cost of securing these licenses in the amount of \$35.00 per FTE position as found in the Provider's approved budget. Payment for these costs shall be made to the Department as specified in Attachment L, which may be found at <http://www.djj.state.fl.us/Providers/contracts/index.html> and are due within one (1) month of the Contract start date and annually every year thereafter for the life of the Contract.

IV. LIABILITY

Indemnification

- A. Pursuant to section 768.28(11)(a), Florida Statutes, the Provider agrees it and any of its employees, agents or subcontractors are agents and not employees of the State while acting within the scope of their duties and responsibilities to be performed under this Contract. The Provider further agrees to indemnify the Department, upon notice of any liabilities caused by the Provider or its employees' or agents' negligent or tortious acts or omissions within the scope of their employment under this Contract up to the limits of sovereign immunity as set forth in Florida law. The Provider further agrees to defend the Department and hold it harmless, upon receipt of the Department's notice of claim of indemnification to the Provider, against all claims, suits, judgments, damages or liabilities, including court costs and attorneys' fees incurred by the Department because of the negligent or tortious acts of the Provider or its employees, agents or subcontractors.
- B. The Provider is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, and of its officers, employees, and agents thereof, including volunteers, vendor and subcontractors, or youth of or visitors to the program. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

V. TERMINATION

All termination notices shall be sent by certified mail, or other delivery service with proof of delivery as detailed in Attachment I, Section IV. B., of this Contract.

A. Department Convenience

The Department may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Department, by giving no less than thirty (30) days written notice to the Provider.

B. Provider Convenience

The Provider may terminate this Contract, without cause, for its convenience, by giving no less than ninety (90) days written notice to the Department, unless both parties mutually agree in writing to a different notice period. The Provider shall be operating in a state of compliance with the terms and conditions of the Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The Provider shall notice the Department's Contract Manager via the United States Post Office, or delivery service that provides verification of delivery or hand delivery.

- C. Default
The Department may terminate this Contract, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), Florida Administrative Code, upon written notice to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3) and (4), Florida Administrative Code. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).
- D. Lack of Funding
In the event funding for this Contract becomes unavailable, the Department may terminate the Contract upon no less than fifteen (15) days written notice to the Provider.

VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a Vendor contract.

Vendor Contracts - MyFloridaMarketPlace Transaction Fee (IF APPLICABLE)

- A. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), F.S., all payments made on vendor contracts shall be assessed a transaction fee of one percent (1.0%), which the vendor shall pay to the State.
1. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the transaction fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
 2. The vendor shall receive a credit for any transaction fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the Contract.
 3. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- B. On a monthly calendar basis, each vendor registered in MyFloridaMarketPlace shall report its business activity relating to State contracts using Form PUR 3776 (08/04), which is hereby incorporated by reference.
1. The vendor shall report (i) the total amount of payments received against State contracts during the reporting period (excluding Purchasing Card transactions occurring after June 30, 2004), (ii) the portion of that total that is exempt from the transaction fee pursuant to Rule 60A-1.032, F.A.C., (iii) the amount of transaction fees that have been automatically deducted by the system, and (iv) the amount of transaction fees that have been billed by the system but not automatically deducted.
 2. With its report, the vendor shall include payment of any transaction fee amounts due for the reporting period that have not been automatically deducted. Amounts due include both the amount billed during the reporting period and any amounts not billed but otherwise due (e.g., sales to non-State entities eligible to purchase from State contracts).
 3. A report is required only when fee-eligible payments have been received during the reporting period (no report is required if all payments are exempt from the transaction fee); provided, however, that if total transaction fees due are less than \$50, a vendor may carry over the balance to the next reporting period.
 4. All information provided by the vendor is material and will be relied upon by the Department of Management Services in administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the vendor that it received no reportable payments for the period and that it owes no transaction fees. Any knowing and material misstatement shall be treated as fraudulent concealment from the State of the true facts relating to the conduct of the vendor's business with the State. A misrepresentation shall be punishable under law, and shall be grounds for precluding the vendor from doing future business with the State.

VII. RECORDS REQUIREMENTS**A. Record Retention**

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five (5) years in accordance with chapters 119 and 257, Florida Statutes, and the Florida Department of State Record Retention Schedule located at <http://dhis.dos.state.fl.us/recordsmgmt>. The Provider shall maintain youth records, which are programmatic in nature in a secure location with access limited to duly authorized Department and Provider staff. Upon expiration of this Contract, the Provider shall return all youth records to the Department. The Provider shall ensure these records are available at all reasonable times to inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department. In the event any work is subcontracted, the Provider shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. The Provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, Comptroller, or Auditor General access to such records upon request. The Provider shall ensure that all working papers are made available to the Department, or its designee, Comptroller, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

B. Transfer of Records

Upon completion or termination of the Contract, the Provider shall cooperate with the Department to facilitate the transfer and return of records to the Department, at no cost to the Department. All records provided to or developed by the Provider for this Contract are the property of the Department.

VIII. GENERAL TERMS & CONDITIONS**A. Incorporated By Reference**

When applicable, the Department's Invitation to Bid, Request for Proposal or Invitation to Negotiate that results in this Contract and the Provider's bid, proposal or reply are incorporated herein by reference.

B. Order of Precedence

In the event of a conflict, ambiguity or inconsistency among the Contract and any attachments and exhibits named herein that are attached hereto and incorporated by reference, such conflict will be resolved by applying the following order of precedence:

1. Contract document including any attachments, exhibits, and amendments;
2. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
3. Applicable Florida Statutes and Florida Administrative Code;
4. Department policy and manuals; and
5. The Provider's proposal, bid or reply as incorporated by reference.

If the Contract is silent on matters relating to health services, the Provider shall follow applicable law and Department policy and manuals.

C. Rights, Powers and Remedies

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

D. Third Party Rights

This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

E. P.R.I.D.E

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in sections 946.515(2) and (4), Florida Statutes. For purposes of this Contract, the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.

12425 28th Street North, Suite 103

St. Petersburg, Florida 33716

Telephone (727) 572-1987

<http://www.pride-enterprises.org/>

F. Legal and Policy Compliance

1. The Provider shall comply with all local, state, and federal laws, rules, regulations and codes whenever work is performed under this Contract. The Provider shall also comply with and the Department will monitor and evaluate the services provided under this Contract in accordance with all Department policies, and procedures that are in effect on the date that this Contract is fully executed.
2. The Provider is not responsible for complying with subsequent changes to Department policies or procedure that may affect the services provided under this Contract unless the Department and the Provider negotiate otherwise. Such negotiation shall be reduced to writing through a contract amendment that is mutually agreed upon by both parties. However, the Department cannot waive a Provider's compliance to subsequent changes to any local, state, and federal laws, rules, regulations or codes.
3. The Provider shall obtain any licenses and permits required for services performed under this Contract and maintain such licenses and permits for the duration of this Contract.
4. Any and all waivers of Department policies, procedures, or manuals shall be reduced to writing and shall be maintained in the contract manager's file.

G. Convicted Vendor List

A Vendor, person or affiliate who has been placed on the Florida Convicted Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Department pursuant to section 287.133, Florida Statutes.

H. Discriminatory Vendor List

In accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List:

May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and

May not transact business with any public entity.

I. Copyrights and Right to Data

1. Where activities supported by this Contract 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.
2. If the materials so 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. Ownership of intellectual property created as a result of the services delivered under this Contract will reside with the Department.

J. Assignments and Subcontracts

The Provider shall not assign responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not be deemed in any event to provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.

- K. Sponsorship
If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (*Provider's name*) and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.
- L. Products Available from Blind or Other Handicapped (RESPECT)
It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes. For purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.
http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/respect
- M. Force Majeure
Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes. However, acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes do not relieve the Provider from its responsibility under the Contract, for the health, safety and welfare for the youth assigned to it by the Department.
- N. Insurance
1. The Provider shall maintain, if applicable, the following types of insurance listed below during the entire period of this Contract and submit proof of maintenance to the Department on an annual basis.
 - a. Commercial General Liability with a minimum limit of \$500,000.00 per occurrence and \$1,000,000.00 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury, advertising liability, and medical payments.
 - b. Automobile Liability Insurance shall be required and shall provide bodily injury and property damage liability covering the operation of all vehicles used in conjunction with performance of this Contract, including hired and non-owned liability coverage:
 - 1) With a minimum limit for bodily injury of \$250,000 per person;
 - 2) With a minimum limit for bodily injury of \$500,000 per accident;
 - 3) With a minimum limit for property damage of \$100,000 per accident; and/or
 - 4) With a minimum limit for medical payments of \$10,000 per person.
 2. The Provider shall maintain Worker's Compensation and Employers' liability insurance as required by Chapter 440, Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person and \$500,000 policy aggregate.
 3. The Department shall maintain insurance for all Department-furnished real and personal property in Department-owned or leased facilities that are utilized by the Provider to deliver services under this Contract. For those services that are not delivered in Department-owned or leased facilities, the Provider shall procure and maintain "fire and extended coverage" for all property, furnishings and equipment furnished by the Department in an amount equal to its full insurable replacement value. The Department shall be named as a loss payee on these policies.
 4. The Contract shall not limit the types of insurance the Provider may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under the Contract.

5. All insurance shall be in effect before the Provider commences services under this Contract or takes possession of Department-furnished property. The Provider shall deliver all Certificates of Insurance to the Department before the Department provides any funds. A Florida-regulated insurance company or an eligible surplus lines insurance carrier shall write all insurance. The Certificates shall be completed and signed by authorized Florida Resident Insurance Agents or Florida Licensed Nonresident Insurance Agents and delivered to the Department's Contract Manager. All certificates shall be dated and contain:
 - a. The name of the Provider, the program name, the name of the insurer, the name of the policy, its effective date, and its termination date;
 - b. The State of Florida listed as an Additional Named insured;
 - c. A statement the insurer will mail a notice to the Department's Contract Manager at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy; and
 - d. All coverage required in this Contract.

O. Suspension of Work

The Department may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the interests of the State to do so. The Department shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, or a declaration of emergency. After receiving a suspension notice, the Provider shall immediately comply with the notice. Within ninety (90) days, or any longer period agreed to by the Provider, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. The Provider will not receive compensation during the suspension period for the services that are under suspension.

P. Inspector General Requirements

1. Investigation

Pursuant to section 20.055, Florida Statutes, the Office of the Inspector General is responsible for providing direction for supervision and coordination of audits, investigations, and reviews relating to the programs and activities operated by or financed by the Department for the purpose of promoting economy and efficiency, and shall conduct investigations designed to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and other abuses in its programs and activities. The Inspector General and staff shall have access to any records, data, and other information maintained by the Department or Provider as deemed necessary to carry out the aforementioned activities. The Provider will ensure that all Provider staff, and its subcontractors, fully cooperate with the Office of the Inspector General staff and/or other Department staff conducting audits, investigations, or reviews. The Provider shall, as directed by the Department, conduct Program Reviews of incidents reported to the Department. Program Reviews will be conducted by Provider staff certified by the Department as Program Review Specialists.

2. Incident Reporting

Pursuant to FDJJ 8000, Central Communications Center, the Provider shall comply with all Department incident reporting requirements. The Provider shall develop an internal numbering process for all incident reports to ensure that all reports are present and maintained in accordance with Department policy, including implementation of a written Arrest Reporting procedure requiring all owners, operators, directors, caretaker/direct contact staff, and subcontracted staff, who have been arrested for any criminal offense to make a report of their arrest, either written or oral, to their immediate supervisor within three (3) business days of the arrest. This procedure shall require the imposition of corrective action for noncompliance. Programs must comply with the reporting requirements as outlined in the Department's incident reporting policy.

3. Background Screening

The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Provider shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy. Failure to comply with the Department's background screening requirements may result in termination of the Contract.

Q. Quality Assurance Standards

1. The Department will evaluate the Provider's program, in accordance with section 985.632, Florida Statutes, to determine if the Provider is meeting minimum thresholds of performance pursuant to the Department's quality assurance standards.
2. The Provider shall achieve and maintain at least an overall performance rating in the "minimal" range for applicable quality assurance standards. Failure to achieve at least an overall performance rating in the "minimal" range shall cause the Department to conduct a second quality assurance review, within six (6) months. Failure of the second quality assurance review shall cause the Department to terminate the Provider's contract, unless the Department determines there are documented significant extenuating circumstances. In addition, if the Provider's Contract is terminated, the Department may not contract with the same Provider for the terminated service for a period of twelve (12) months.
3. Quality assurance reviews shall be based only on standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations and codes, as well as Department policies, procedures and manuals that are in effect on the date that this Contract is fully executed, unless otherwise negotiated in writing between the Department and the Provider.
4. The Provider shall ensure a minimum of one (1) staff member per Contract participates in an on-site quality assurance review in another judicial circuit on an annual (calendar year) basis. The Provider shall ensure all staff participating in quality assurance reviews are at the management or supervisory level, have a minimum of a Bachelor's Degree unless a waiver request has been submitted and approved by the Department, and have completed the Department's Quality Assurance Peer Reviewer Certification training program. Participation in the training and the review shall be at the Provider's expense.
5. The results of quality assurance reviews and final scores do not relieve the Provider of its responsibility for compliance with the provisions in this Contract.

R. Monitoring

The Department will conduct periodic unannounced and announced programmatic and administrative monitoring to assess the Provider's compliance with this Contract and applicable federal and state laws, rules and Department policies and procedures. The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Provider that are relevant to this Contract, and interview any clients and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the Department's Monitoring Report. The Provider's failure to correct within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

S. Confidentiality

1. Pursuant to section 985.04, Florida Statutes, all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of the Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties of this paragraph shall survive the Contract.
2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective April 14, 2000), if applicable under this Contract.

- T. Dispute Resolution
Any dispute concerning compliance and/or performance of this Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy to the Provider. Any dispute that cannot be resolved shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution.
- U. Severability
If a court deems any provision of this Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- V. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Provider, by execution of this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with the Department by any federal department or agency, pursuant to 34 CFR, Part 85, Section 85.510. The Provider shall notify the Department if, at any time during this Contract, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contract with the Department by any federal department or agency. The list of excluded entities is available at <http://www.epls.gov/>.
- W. All property purchased by the Provider utilizing Contract funds is the Property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition, which allows for re-use of equipment. The Department shall make the determination regarding the surplus of State-owned property. The Provider shall maintain property to protect against theft and/or damage. The Provider may not be reimbursed for property purchased unless specifically allowed by this Contract.

IX. CAPTIONS

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

X. Attachments and Exhibits to be included as Part of This Contract:

- Attachment I: Services to be Provided
Attachment II: Mental Health Overlay Services (MHOS)
Attachment III: Behavioral Health Overlay Services (BHOS)
Exhibit 1: Invoice
Exhibit 2: Contract Census Report
Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report
Exhibit 4: Department-Furnished Property Inventory

ATTACHMENT J - PRICE SHEET

SERVICE TYPE	NUMBER OF YOUTH	PER DIEM TBD BASED ON ANNUAL MAXIMUM PRICE PROPOSED FOR PROGRAM OPERATIONS	PAYMENT DAYS/MONTH	ANNUAL MAXIMUM PRICE PROPOSED FOR PROGRAM OPERATIONS
Program Operations	24	**Filled Rate: Based on Formula: ANNUAL MAXIMUM PRICE PROPOSED FOR PROGRAM OPERATIONS divided by NUMBER OF YOUTH divided by PAYMENT DAYS	365	(1) \$ _____
		***Un-Filled Rate: Filled Per Diem Rate less \$5.00		
Mental Health Overlay Services	24	\$35.00	365	(2) \$306,600.00
Modular Rental		\$4,903.30	12 months cost reimbursement	(3) \$58,839.60
****TOTAL ANNUAL CONTRACT DOLLAR AMOUNT				(4) \$ _____
NOTE: IT IS MANDATORY THAT #(1) THE ANNUAL MAXIMUM PRICE FOR PROGRAM OPERATIONS PROPOSED DOES NOT EXCEED \$1,085,364.00 STATED IN THE RFP. IF IT IS EXCEEDED, THE PROVIDER'S PROPOSAL WILL NOT BE EVALUATED.				

INSTRUCTIONS:

In cell #(1) above, Providers shall insert the "Annual Maximum Price Proposed for Program Operations". In cell #(4) above, Provider shall insert the TOTAL Annual Contract Dollar Amount (Add #1, #2, and #3).

**The Department will calculate the Per Diem Filled Rate based on the formula identified above.

***The Department will calculate the Un-Filled Rate based on the formula of Filled Rate less \$5.00.

THE ANNUAL MAXIMUM PRICE FOR PROGRAM OPERATIONS (1) STATED ON THIS SHEET (ATTACHMENT J) WILL BE USED FOR DETERMINATION OF POINTS AWARDED TO THE PROSPECTIVE PROVIDER.

******THE TOTAL ANNUAL CONTRACT DOLLAR AMOUNT (4) WILL BE MULTIPLIED BY THE NUMBER OF YEARS IN THE INITIAL TERM OF THE CONTRACT (AS APPLICABLE). TERMS OF LESS THAN ONE YEAR SHALL BE PRO-RATED. ANY RENEWAL OPTIONS EXERCISED AT THE DEPARTMENT'S DISCRETION SHALL BE ON THE SAME TERMS AND CONDITIONS.**

NAME: _____ TITLE: _____

COMPANY: _____

E-MAIL ADDRESS: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT M

NOTICE OF INTENT TO ATTEND SOLICITATION CONFERENCE
Participation Is NOT Mandatory

(FORM PROVIDED FOR CONVENIENCE ONLY)
(MAY BE SUBMITTED ON COMPANY LETTERHEAD)

This Notice must be received by November 2, 2010 at 5:00 p.m., Eastern Standard Time and must be sent to:

Jacklyn Colson, FCN, FCCM
 Procurement Officer/CA
 Department of Juvenile Justice
 Bureau of Contracts
 2737 Centerview Drive, Suite 1107
 Tallahassee, Florida 32399-3100
jacklyn.colson@djj.state.fl.us

_____ (Insert Prospective Providers full legal name) hereby notifies the Department of Juvenile Justice of the intent to attend the Solicitation Conference scheduled for November 9, 2010 at 11:00 a.m., Eastern Standard Time to review RFP# R2103, 24-Bed Residential Program for Low or Moderate Risk Girls in Circuit 19. If attendance will be through Conference Call, please indicate here _____	
Signature	
Authorized Name (Print or Type)	
Title	
Company	
Date	
Company Representing	
Mailing Address	
Telephone	
Email Address	

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

Questions for Solicitation Conference: Questions for oral discussion at the solicitation conference shall be submitted in writing and sent to the Procurement Officer at jacklyn.colson@djj.state.fl.us, or by mail or by facsimile (850/414-1625) and shall be received by the date specified for Solicitation Conference questions in the Calendar of Events (Section IV. A.). The intent of this deadline is to provide the Department sufficient time to prepare answers for discussion at the conference.

Cancellation Option: If no interest in the solicitation conference is indicated by prospective providers, the Department has the option of cancelling the conference and will do so by placing notice of cancellation of the conference on the MyFlorida.com website at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu under the solicitation number. If the conference is cancelled, questions and answers will be posted in the form of an addendum on the date specified in the Calendar of Events.

ATTACHMENT N

**NOTICE OF INTENT TO SUBMIT A PROPOSAL/BID
AND INTERESTED PARTIES LISTING
(THE SUBMITTAL OF THIS FORM IS NOT A MANDATORY REQUIREMENT.)**

**(FORM PROVIDED FOR CONVENIENCE ONLY)
(MAY BE SUBMITTED ON COMPANY LETTERHEAD)**

The Attachment N is not mandatory but is strongly recommended for a Prospective Provider to submit in order to receive courtesy notification of information related to this RFP, and to ensure placement on the DJJ Interested Parties List maintained for this RFP and future solicitations.

This Notice must be received by November 10, 2010 at 5:00 p.m., Eastern Standard Time, and must be sent to:

Jacklyn Colson, FCN, FCCM
Procurement Officer/CA
Department of Juvenile Justice
Bureau of Contracts
2737 Centerview Drive, Suite 1107
Tallahassee, Florida 32399-3100
jacklyn.colson@djj.state.fl.us

_____ (<i>Insert Prospective Provider's full legal name</i>) hereby notifies the Department of Juvenile Justice of the intent to submit a proposal in response to RFP# R2103, 24-Bed Residential Program for Low or Moderate Risk Girls in Circuit 19.	
Name (Print or Type)	
Title	
Company	
Date	
Company Representing	
Mailing Address	
Telephone	
Email Address	

**ATTACHMENT 0
THE COMPLETION OF THIS CROSS REFERENCE TABLE IS A MANDATORY REQUIREMENT**

RFP/PROPOSAL CROSS REFERENCE TABLE				
RFP DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)			LOCATION IN PROPOSAL (TO BE COMPLETED BY PROSPECTIVE PROVIDER)	
SECTION/PART	SUBJECT	MANDATORY CRITERIA (X FOR YES)	PAGE NUMBERS	SECTIONS/PARTS
	GENERAL PROPOSAL RESPONSE REQUIREMENTS			
PLEASE NOTE: General Proposal Response Requirements that are checked as Mandatory Criteria must be provided by the prospective Provider to be considered responsive to this RFP. Failure to provide the required mandatory documentation will result in a proposal not being evaluated and rejected as non-responsive.				
Section V. E. and Section XIX. B.	Cross Reference Table	X		
Section V. B. and Section XIX A.	Transmittal Letter containing all the information required by Section XIX. A.	X		
Section XIX. A.1.	Office Name, Address, Telephone Number, Name and Title of Official with authority to bind the Contract.	X		
Section XIX. A.1.	FEID Number	X		
Section XIX. A.1.	DUNS Number	X		
Section XIX. A.2.	Name, Title, Address, Telephone Number of Contract Manager	X		
Section XIX. A.3.	D/B/A Doing Business As with Reason for D/B/A (if applicable).	X		
Section XIX. A.4.	Statement Provider agrees to all terms and conditions contained in the Request for Proposal for which this proposal is submitted.	X		
Section XIX. A.5.	Statement Provider meets all Terms and Conditions of Attachment A, including not presently debarred, suspended, or proposed for debarment.	X		
Section XIX. A.6.	Statement Provider certifies that "neither the prospective Provider nor anyone acting on its behalf has contacted anyone, between the release of the solicitation and due date of this solicitation, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents."	X		

RFP/PROPOSAL CROSS REFERENCE TABLE

RFP DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)			LOCATION IN PROPOSAL (TO BE COMPLETED BY PROSPECTIVE PROVIDER)	
SECTION/PART	SUBJECT	MANDATORY CRITERIA (X FOR YES)	PAGE NUMBERS	SECTIONS/PARTS
Section XIX. A.7.	Statement Providers certifies that the prospective Provider agrees to be responsible for the reporting of all admissions and releases in the Juvenile Justice Information System (JJIS) within 24 hours of the admission/release and for updating the projected release dates of youth at a minimum of once per week if required by this RFP.	X		
Section V.C. and Section XIX. E. 1. A. and b.	Attachment J – A completed & signed copy of the Attachment J with the annual maximum price for program operations at or below the annual maximum price for program operations stated in the RFP and a 2 decimal bed/slot price if required.	X		
Section V. D. and Section XIX. E. 1. c	Attachment H – Budget	X		
Section XIX. E. 2.	Supplier Qualifier Report (SQR) Report or documentation to determine financial viability	X		
Section XIX. E. 3.	Certified Minority Business (CMBE) Utilization Plan			
Section XIX. F.	Past Performance			
Section XIX. C.	Certificate of Drug-Free Workplace			
Section XIX. D.	Technical Proposal Introductory Statement			
Section XIX. D.1.	Introduction Statement – General Strategy and Methodology			

TECHNICAL PROPOSAL RESPONSE (SUGGESTED DOCUMENTATION*)				
<p>*PLEASE NOTE: Proposer is requested to provide evidence of existing documentation (plans, resumes, charts, etc) as requested in this cross reference table and addressed below. If evidentiary documentation is not currently available, provide evidence of intent or plan to implement and identify as such. This will include proposed plans, schedules, proposed staff contracts, job description etc. Include all relevant information that will assist us in evaluating your proposal. Failure to provide information as requested may result in 0 points being assessed for that portion of the proposal evaluation. If Prospective provider is selected for contract award, the proposed service and all elements thereof will be incorporated by reference into the contract, unless they do not otherwise meet the terms and conditions of this RFP.</p>				
Category #1: Management Capability				
63E-7.016 F.A.C. and Section XIX. D. 2. a.	Describe your company's management capability to manage/control the program.			
63E-7.016 F.A.C. and Section XIX. D. 2. a.	Describe your organizational structure and provide an organizational chart and leadership staff qualifications that indicate sufficient management capability to perform the services required			
Section XIX, D. 2. b.	Describe any issues relevant to providing services in the DJJ owned facility.			
63E-7.016 F.A.C. and Section XIX. D. 2. a.	Describe your corporate oversight and support for the program.			
63E-7.016 F.A.C. and Section XIX. D. 2. a.	Describe Internal quality improvement process utilized to identify problems and improve processes.			
63E-7.016 F.A.C. and Section XIX. D. 2. a.	Provide a copy of training protocols, including specifically a comprehensive training plan to sustain optimum program operations.			
Category #2: Options Clause				
Attachment I, Section XV. and Section XIX. D. 2. c.	Describe the Provider's ability to increase units of service including maximum available beds/slots based on available capacity, or defining what space is available for increasing beds/slots.			
Attachment I, Section XV. and Section XIX. D. 2. c.	Describe the plan for recruiting additional staff and provide timeframes for recruitment.			
Attachment I, Section XV. and Section XIX. D. 2.c.	Describe capability and flexibility to change restrictiveness level or gender served and add additional services to meet Department needs to treat youth on a waiting list.			

	Category #3: Staffing			
Attachment I, Section III. A.1.	Describe coverage of staff ratios for supervision (Example: 1:10 awake; 1:12 asleep, etc.) as identified in the RFP, specifically addressing issues such as vacancies and absences (relief factor)			
Attachment I, Section III. A.1. and Section V. A.	Provide a Staffing Plan which addresses recruitment of qualified staff and how the Provider will sustain staff levels needed.			
	Category #4: Care and Custody Services			
Attachment I, Section III. A.1.	Submit a plan to provide, at minimum, the following services required by Rule 63E-7: <ul style="list-style-type: none"> • Youth Admission • Youth Intake • Youth Orientation • Quality of Life and Youth Grievance Process • Youth Hygiene and Dress Code • Facility and Food Services • Transfer, Release and Discharge • Safety and Security • Program Administration 			
Attachment I, Section III. A.1.	Describe how you will maintain youth engagement in activities and the treatment process so that at least 80% of youth waking time is devoted to structured therapeutic activity.			
Attachment I, Section III. A.1.	Describe the tracking system for monitoring youth participation for adherence to structured therapeutic activity schedule.			
Attachment I, Section III. A.1.	Submit a detailed activity schedule for weekday and weekend activities.			
	CATEGORY #5: Case Management Services			
Attachment I, Section III. A.2.	Describe the assessment process, staffing, etc., of the youth for criminogenic factors.			
Attachment I, Section III. A.2.	Describe method for completing individualized performance plans developed by a multidisciplinary treatment team in conjunction with youth.			
Attachment I, Section III. A.2.	Describe motivational interviewing implementation to promote engagement in delinquency intervention.			
Attachment I, Section III. A.2.	Describe process for ensuring quarterly progress reports are provided to committing court, Department JPO and youth's parents.			

Attachment I, Section II. D.2.	Describe the approach to identification and grouping of youth within the program according to special characteristics for safety, health and treatment purposes.			
Attachment I, Section III. A.2.	Describe how the youth will be assessed for progress during delinquency interventions.			
Attachment I, Section III. A.2.	Describe the capacity to coordinate services, obtain required consent documentation, and communicate with the custodial parent or guardian, the district or circuit liaison, the Department, the courts and other entities.			
	Category #6: Delinquency Programming.			
Attachment I, Section III. A.7.	Provide a copy of the delinquency intervention model or curricula intended to be used and submit an implementation plan.			
Attachment I, Section III. A.7.	Describe the plan to engage and retain the participation of the families of the youth in the program.			
Attachment I, Section III. A.7.	Describe the overall goals and objectives of the delinquency intervention program.			
Attachment I, Section III. A.7.	Submit documentation to show that delinquency interventions are evidence-based or promising practices.			
Attachment I, Section III. A.7.	Describe the process for monitoring delinquency interventions to ensure adherence/fidelity to the original delinquency intervention model's design.			
	Category #7: Visitation and Family Involvement			
Attachment I, Section III. A.14.	Describe the plan to ensure youth's ongoing communication with family.			
Attachment I, Section III. A.14. and Section III.A.1.	Describe the mechanisms for soliciting family member input/participation in treatment.			
Attachment I, Section III. A.14.	Describe the plan for youth to have access to visitors (family).			
Attachment I, Section III.A.1.	Describe the capacity to provide for comfortable visitation areas.			
Attachment I, Section III.A.1.	Provide the visitation procedures addressing possible security concerns (escape, contraband, weapons, etc).			
	Category #8: Educational Services			
Attachment I, Section III. A.8.	Describe the educational services to be provided and the manner of service provision.			
Attachment I, Section III. A.8.	Describe direct care supervision of youth during school hours.			

Attachment I, Section III. A.8. and Section III. A. 15.	Describe how the educational staff is integrated into the current Behavior Management System.			
	Category #9: Pre-Vocational and Vocational Services			
Attachment I, Section III. A.9.	Describe coordination of traditional and non-traditional pre-vocational and vocational services with the community resources.			
Attachment I, Section III. A.9.	Describe the assessment of youth's interest for a specific vocational area. Describe how required vocational training is integrated into treatment goals and planning process.			
	Category #10: Discharge and Transition Services			
Attachment I, Section III. A.12.	Provide the plan for the discharge and transition planning process that considers individual youth needs, characteristics, and risks.			
Attachment I, Section III. A.12.	Describe how the vendor will work with the community, the JPO, the courts, Department staff, and other partners in their discharge and transition planning.			
Attachment I, Section III. A.12.	Submit documentation that demonstrates that discharge planning begins at admission.			
	Category #11: Staff Training			
Attachment I, Section III. A.13.	Describe training necessary for direct care staff to perform their duties.			
Attachment I, Section III. A.13.	Provide a comprehensive training plan to implement orientation and training programs for all new employees, within thirty (30) days of hire, and ongoing staff training to increase knowledge and skills to improve quality of care and training services (outlined in CORE), including specific job responsibilities, care and supervision of youth, first aid, episodic care and CPR as required by Rule 63-7 and the RFP.			
Attachment I, Section III. A.13. and Section III. A. 15.	Provide documentation that demonstrates that the principles of cultural competence and trauma informed care to reinforce non-confrontational interaction are incorporated into the comprehensive training plan			
Attachment I, Section III. A.3.	Provide training plan as required in the Health Services Manual (Revised October 2006 with April 2010 Updates).			

Category #12: Behavioral Management System				
Attachment I, Section III. A.15.	Describe the behavior management and positive behavior reinforcement system to be utilized and the underlying theory.			
Attachment I, Section III. A.15.	Describe how the Provider will prepare and plan with youth for crisis prevention.			
Attachment I, Section III. A.15.	Describe the training plan for staff regarding the Behavioral Management System.			
Attachment I, Section III. A.15.	Describe process for monitoring the staff and youth's daily activities to ensure consistency with the treatment and the behavioral management philosophy.			
Attachment I, Section III. A.15.	Provide evidence that the Behavioral Management System has a rewards to punishment ratio which exceed the 4 rewards: 1 punishment ratio.			
Attachment I, Section III. A.15.	Describe how a youth's motivational factors are incorporated in the Behavioral Management System.			
Category #13: Religious Services and Recreational and Leisure Time Activities				
Attachment I, Section III. A.17.	Provide methodology for obtaining youth input to ensure recreational activities are meaningful to the youth and encourage positive interaction and participation.			
Attachment I, Section III. A.16. and 17.	Provide a schedule for religious services and recreational and leisure time activities (including weekends).			
Attachment I, Section III. A. 16. and 17.	Submit documentation to show that the staffing pattern allows for adequate coverage for religious services and recreational and leisure time activities as offered.			
Attachment I, Section III. A.16.	Describe access to religious services.			
Category #14: Restorative Justice Programming				
Attachment I, Section III. A.18.	Describe plan for providing Impact of Crime training to staff and implementation of an Impact of Crime program.			
Attachment I, Section III. A.18.	Provide evidence and/or documentation that the program supports the Restorative Justice philosophy.			

Attachment I, Section III. A.18.	Illustrate the Restorative Justice Programming Plan that creates opportunities for youth to be actively involved, give input, participate in decisions, practice leadership roles, use restorative conflict resolution strategies, and contribute to the community.			
	Category #15: Health Services			
Attachment I, Section III. A.3.	Describe how the vendor will provide the Designated Health Authority (DHA) Services as specified in the Health Services Manual revised October 2006 with April 2010 updates. (Include the proposed physician's CV/resume, letter of intent from the proposed physician, and his/her proposed schedule in the response.)			
Attachment I, Section III. A.3.	Submit plan for comprehensive on-site health services.			
Attachment I, Section III. A.3.	Describe provision of nursing services including hours and level of staff (ARNP/ RN's/ LPN's/ etc.), appropriate coverage for the schedule, as required by the RFP.			
Attachment I, Section III. A.3.	Submit the protocol for the provision of health services during natural disasters.			
Attachment I, Section III. A.3.	Describe the linkage to ancillary services to meet a broad range of youth's medical needs and provide/describe, at minimum, the following: <ul style="list-style-type: none"> • Contracts/written agreements for ancillary services • Protocols for accessing emergency medical services • Protocols for accessing dental care • Protocols for accessing eye care • Protocols for accessing x-ray and lab services 			
Attachment I, Section III. A.3.	Provide plan to ensure completion of the physical assessments within the timeframes described in the Health Services Manual (Revised October 2006 with April 2010 Updates).			
Attachment I, Section III. A.3.	Describe provision of sick call services including, at minimum, the following: <ul style="list-style-type: none"> • Sick call conducted by RN (if by LPN, include protocol for supervision by ARNP or Physician). • Provider's written treatment protocols (including complaints, signs/symptoms, criteria of treatment) rendered as described in the Health Services Manual 			

	<p>(Revised October 2006 with April 2010 Updates).</p> <ul style="list-style-type: none"> • Frequency for treatment clearly outlined (e.g., x times per “as stated in the RFP Scope of Services to be Provided”) • Staffing schedule addresses sick call hours. • Process outlined for youth to obtain health service in the Providers Facility Operating Procedures (FOPs), Health Services Manual Request Forms, etc.). • Protocol in place for parental notification of sick call services to a youth. • Clearly written sick call documentation requirements. • Tracking mechanism for the sick call services performed and related sick call service details. 			
<p>Attachment I, Section III. A.3.</p>	<p>Describe provision of Episodic Care, addressing, at minimum, the following:</p> <ul style="list-style-type: none"> • Protocols for emergency drills to address the following emergencies: cardiopulmonary arrest; unconsciousness (youth found down); choking episode; uncontrolled bleeding; seizures; sudden mental status changes; chest pain; shortness of breath; open head injury; fractures or potential fractures, and suicide attempt. • Provision of automated external defibrillators (AED's) • Protocol for on-site or off-site emergency medical services. • Protocol for Protective Action Response (PAR) related medical services. 			
<p>Attachment I, Section III. A.3.</p>	<p>Outline the provision of services for ongoing treatment for chronic health conditions which include, at minimum, evaluations at intervals no less than every 3 months.</p>			
<p>Attachment I, Section III. A.3.</p>	<p>Outline the provision of services for routine immunization in accordance with Center for Disease Control (CDC) recommendations.</p>			

Attachment I, Section III. A.3.	Describe protocols for transition, addressing at minimum, how the provider plans to coordinate with the aftercare entities regarding medical needs upon the youth's discharge from the DJJ facility.			
Attachment I, Section III. A.3.	Submit protocol for communicable disease and infection control (in compliance with OSHA's Standard 1910 Subpart I: 29CFR 1910.1030; 29CFR 1910.1200; App. A; and 29CFR 1910.1020.)			
Attachment I, Section III. A.3.	Describe Provider's ability to provide medication administration, including: <ul style="list-style-type: none"> • Description of development, oversight and monitoring of medication policies and practices (including selection, purchasing, storage, distribution, use and safety of medication and related activities). • Protocol that ensures oversight by the Designated Health Authority (DHA) and by outside consultations when appropriate. 			
Attachment I, Section III. A.3.	Describe Health Education Programming, including but not limited to: <ul style="list-style-type: none"> • Monthly schedule detailing the health education sessions. • Topics covered throughout the youth's length of stay. 			
	<u>Category #16: Behavioral Health Overlay Services (BHOS)</u>			
Attachment II, I.D.	Provide evidence/documentation of the current status of BHOS certification or show intent of obtaining certification (ie: implementation plan, etc.) prior to contract start date.			
Attachment II, I.B.	Describe the assessment to ensure that youth meeting eligibility criteria receive BHOS services.			
	<u>Category #17: Mental Health Overlay Services (MHOS)</u> Describe a plan for provision of Mental Health Treatment and services.			
Attachment I, Section III.A.6.	Provide documentation to show that the mental health and substance abuse treatments to be employed are evidence-based or promising practices.			
Attachment II, A.4.	Describe the full array of services and treatment programs (available 7 days a week) provided to meet the needs of individual youth.			

Attachment II, A.5.	Describe screening, admission and comprehensive mental health and/or substance abuse evaluation processes.			
Attachment II, A.4.	Submit mental health counseling, substance abuse counseling, and group schedules.			
Attachment II, A.3.	Describe the clinical staff to be utilized in the mental health/substance abuse treatment program, including their qualifications and scheduling.			

ATTACHMENT P

RESIDENTIAL PROGRAM SERVICES EVALUATION QUESTIONS
--

Category #1: Management Capability**How well does the proposal describe the Provider's management capability?**

Consideration 1: How well does the proposal describe management and capability to manage/control the program?
(Weighted: 5 Max Pts: 25)

Consideration 2: How well does the proposed organizational structure (as indicated in the organizational chart and leadership staff qualifications) indicate sufficient management capability to perform the services required by the RFP?
(Weighted: 5 Max Pts: 25)

Consideration 3: How well does the proposal clearly identify corporate oversight and support for the program?
(Weighted: 5 Max Pts: 25)

Consideration 4: How well does the proposal describe the Provider's internal quality improvement process? The quality improvement process is necessary to identify problems and improve processes.
(Weighted: 5 Max Pts: 25)

Consideration 5: How well does the proposal describe the Provider's training protocols, including specifically a comprehensive training plan to sustain optimum program operations?
(Weighted: 5 Max Pts: 25)

Category #2: Options**How well does the proposal document the ability to fulfill the obligations of the Options Clause stated in the Standard Contract and described in the RFP?**

Consideration 1: How well does the proposal identify the Provider's ability to increase units of service including maximum available beds/slots based on capacity? (Weighted: 1 Max Pts: 5)

Consideration 2: How well does the proposal describe a plan and the ability to recruit additional staff, define its staffing needs, and provide timeframes for recruitment?
(Weighted: 1 Max Pts: 5)

Consideration 3: How well does the proposal identify the capability and flexibility to change restrictiveness level or gender served and add additional services to meet Department needs to treat youth on the waiting list?
(Weighted: 1 Max Pts: 5)

Category #3: Staffing**How well does the Provider's proposed plan for its staffing levels demonstrate that it employs a sufficient number of trained staff to perform the duties and responsibilities outlined in this RFP?**

Consideration 1: How well does the proposal clearly outline required coverage of staff ratios for supervision (*Example: 1:10 awake; 1:12 asleep, etc.*) as identified in the RFP, specifically addressing issues such as vacancies and absences? (Weighted: 5 Max Pts: 25)

Consideration 2: How well does the proposal address an appropriate relief factor that ensures required staff coverage?
(Weighted: 1 Max Pts: 5)

Consideration 3: How well does the proposal's staffing plan address the requirements of recruitment of qualified staff and sustain the level needed?
(Weighted: 2 Max Pts: 10)

Category #4: Care and Custody Services**How well does the proposal provide for care and custody services as required by the RFP and Rule 63E-7?**

Consideration 1: How well does the Provider's proposal describe its ability to provide, at minimum, the following services required by Rule 63E-7:

- a) Youth Admission
- b) Youth Intake
- c) Youth Orientation
- d) Quality of Life and Youth Grievance Process
- e) Youth Hygiene and Dress Code
- f) Facility and Food Services
- g) Transfer, Release and Discharge
- h) Safety and Security
- i) Program Administration

(Weighted: 4 Max Pts: 20)

Consideration 2: How well does the proposal explain how the Provider will maintain youth engagement in activities and the treatment process so that at least 80% of their waking time is devoted to structured therapeutic activity, as required by the RFP? (Weighted: 4 Max Pts: 20)

Consideration 3: How well does the proposal describe a tracking system for monitoring youth participation for adherence to a structured therapeutic activity schedule? (Weighted: 4 Max Pts: 20)

Consideration 4: How well does the proposal support the successful implementation of the schedule (i.e.: are there enough trained staff; staff training support, appropriate number/level of staff planned into the schedule)? Does it outline a realistic schedule for youth? (Weighted: 4 Max Pts: 20)

Category #5: Case Management Services

How well does the proposal describe the Case Management services required by the RFP?

Consideration 1: How well does the proposal describe the Provider's assessment process, staffing, etc., of the youth for criminogenic factors? (Weighted: 3 Max Pts: 15)

Consideration 2: How well does the proposal describe how the Provider will complete individualized performance plans developed by a multidisciplinary treatment team in conjunction with youth? (Weighted: 2 Max Pts: 10)

Consideration 3: How well does the proposal detail how Motivational Interviewing is implemented by the Provider to promote engagement in delinquency intervention? (Weighted: 2 Max Pts: 10)

Consideration 4: How well does the proposal outline the Provider's process for ensuring quarterly progress reports are provided to the committing court, Department JPO and youth's parents? (Weighted: 1 Max Pts: 5)

Consideration 5: How well does the proposal describe how the Provider will identify and group youth within the program according to special characteristics for safety, health and treatment purposes, as specified and required by the RFP? (Weighted: 2 Max Pts: 10)

Consideration 6: How well does the proposal describe how the Provider will assess the youth for progress during delinquency interventions, as specified and required by the RFP? (Weighted: 2 Max Pts: 10)

Consideration 7: How well does the proposal outline the Provider's capacity to coordinate services, obtain required consent documentation, and communicate with the custodial parent or guardian, the district or circuit liaison, the Department, the courts and other entities as needed? (Weighted: 1 Max Pts: 5)

Category #6: Delinquency Programming

How well does the proposal describe a detailed plan for implementing an effective delinquency program?

Consideration 1: How well does the proposal describe the delinquency intervention model or curricula intended to be used? (Weighted: 2 Max Pts: 10)

Consideration 2: How well does the proposal explain how the Provider will engage and retain the participation of the families of the youth in the program? (Weighted: 3 Max Pts: 15)

Consideration 3: How well does the proposal describe the goals and objectives of the delinquency intervention program? (Weighted: 2 Max Pts: 10)

Consideration 4: How well does the proposal explain how the interventions employed are considered to be an evidence-based or promising practice? (Weighted: 2 Max Pts: 10)

Consideration 5: How well does the proposal explain how delinquency interventions will be monitored to ensure fidelity to the original delinquency intervention model's design? (Weighted: 2 Max Pts: 10)

Category #7: Visitation and Family Involvement

How well does the Provider present a comprehensive, coherent and appropriate strategy for involving and interacting with a youth's family?

Consideration 1: How well does the Provider provide ongoing and direct avenues of communication to the family members? (Weighted: 1 Max Pts: 5)

Consideration 2: How well does the Provider include specific mechanisms for soliciting input from the family members? (Weighted: 1 Max Pts: 5)

Consideration 3: How well does the Provider include provisions to allow youth to have access to visitors (family)? (Weighted: 1 Max Pts: 5)

Consideration 4: How well does the proposal describe its capacity to provide for comfortable visitation areas? (Weighted: 1 Max Pts: 5)

Consideration 5: How well does the visitation procedure address possible security concerns (escape, contraband, weapons, etc)? (Weighted: 1 Max Pts: 5)

Category #8: Educational Services

How well does the proposal describe the educational services and coordination with the local school board?

Consideration 1: How well does the proposal specify the educational services to be provided and the manner in which those services will be provided? (Weighted: 1 Max Pts: 5)

Consideration 2: How well does the proposal detail direct care supervision of youth during school hours? (Weighted: 2 Max Pts: 10)

Consideration 3: How well does the proposal describe how the Provider will integrate the educational staff into the current Behavior Management System? (Weighted: 2 Max Pts: 10)

Category #9: Pre-Vocational and Vocational Services

How well does the proposal describe the traditional and non-traditional pre-vocational and vocational services to be provided and the manner in which the services will be provided?

Consideration 1: How well does the proposal describe how the Provider will coordinate the traditional and non-traditional pre-vocational and vocational services with the community resources? (Weighted: 2 Max Pts: 10)

Consideration 2: How well does the proposal describe how the Provider will assess youth's interest for a specific vocational area? How well is this training integrated into treatment goals and planning? (Weighted: 3 Max Pts: 15)

Category #10: Discharge and Transition Services

How well does the proposal describe a detailed and feasible discharge and transition plan for ensuring that youth are discharge-ready prior to release?

Consideration 1: How well does the discharge and transition plan consider individual youth needs, characteristics, and risks? (Weighted: 4 Max Pts: 20)

Consideration 2: How well does the Provider's proposal describe their discharge and transition plans and how the Provider will work with the community, the JPO, the courts, Department staff, and other partners in their discharge and transition planning? (Weighted: 2 Max Pts: 10)

Consideration 3: How well does the proposal demonstrate that discharge planning begins at admission? (Weighted: 1 Max Pts: 5)

Category #11: Staff Training

How well does the proposal describe a staff training plan as required in the RFP?

Consideration 1: How well does the Provider's proposal demonstrate an understanding of the training necessary for direct care staff to perform their duties? (Weighted: 2 Max Pts: 10)

Consideration 2: How well does the proposal describe a comprehensive training plan to implement orientation and training programs for all new employees, within thirty (30) days of hire, and ongoing staff training to increase knowledge and skills to improve quality of care and training services (outlined in CORE), including specific job responsibilities, care and supervision of youth, first aid, episodic care and CPR as required by Rule 63-7 and the RFP. (Weighted: 3 Max Pts: 15)

Consideration 3: How well does the proposal's training plan incorporate the principles of cultural competence and trauma informed care to reinforce non-confrontational interaction? (Weighted: 3 Max Pts: 15)

Consideration 4: How well does the proposal describe providing the training as required in the Health Services Manual (Revised October 2006 with April 2010 Updates)? (Weighted: 3 Max Pts: 15)

Category #12: Behavioral Management System

How well does the proposal describe the Behavior Management System to be implemented?

Consideration 1: How well does the proposal describe the behavior management system, a positive behavior reinforcement system, and the underlying theory? (Weighted: 5 Max Pts: 25)

Consideration 2: How well does the proposal explain how the Provider will prepare and plan with the youth for crisis prevention, as part of the Behavioral Management System? (Weighted: 5 Max Pts: 25)

Consideration 3: How well does the proposal describe a training plan for staff regarding the Behavior Management System? (Weighted: 5 Max Pts: 25)

Consideration 4: How well does the proposal describe how the Provider will monitor the staff and youth's daily activities to ensure consistency with the treatment and the behavioral management philosophy? (Weighted: 5 Max Pts: 25)

Consideration 5: How well does the proposal's description of the Behavioral Management System ensure the rewards to punishment shall exceed the 4 rewards: 1 punishment ratio? (Weighted: 5 Max Pts: 25)

Consideration 6: How well does the proposal describe the youth's motivational factors, determined via assessment, are taken into consideration when the Behavioral Management System (especially in regard to rewards and punishment for the youth), is established? (Weighted: 4 Max Pts: 20)

Category #13: Religious Services and Recreational and Leisure Time Activities

How well does the proposal define a plan for access to Religious Services and Recreational and Leisure Time Activities, as required by the RFP?

Consideration 1: How well does the proposal describe youth input to ensure activities are meaningful to the youth and encourage positive interaction and participation? (Weighted: 3 Max Pts: 15)

Consideration 2: How well does the proposal describe a schedule for religious services and recreational and leisure time activities (including weekends)? (Weighted: 2 Max Pts: 10)

Consideration 3: How well does the proposal's staffing pattern allow for adequate coverage for religious services and recreational and leisure time activities as offered? (Weighted: 2 Max Pts: 10)

Consideration 4: How well does the proposal describe access to religious services?
(*Weighted: 2 Max Pts: 10*)

Category #14: Restorative Justice Programming

How well does the proposal describe a plan to provide Restorative Justice Programming?

Consideration 1: How well does the proposal describe a plan for providing Impact of Crime training to staff and implementation of an Impact of Crime program? (*Weighted: 5 Max Pts: 25*)

Consideration 2: How well does the proposal document that the program supports the Restorative Justice philosophy?
(*Weighted: 2 Max Pts: 10*)

Consideration 3: How well does the proposal's described Restorative Justice Programming plan create opportunities for youth to be actively involved, give input, participate in decisions, practice leadership roles, use restorative conflict resolution strategies, and contribute to the community? (*Weighted: 3 Max Pts: 15*)

Category #15: Health Services

How well does the proposal meet requirements identified in the Health Services Manual (Revised October 2006 with 2010 Updates)?

Consideration 1: How well does the proposal describe the provision of the Designated Health Authority (DHA) Services as specified in the Health Services (Revised October 2006 with April 2010 Updates)? (Review the proposed physician's CV/resume, letter of intent from the proposed physician, and his/her proposed schedule.)
(*Weighted: 2 Max Pts: 10*)

Consideration 2: How well does the proposal describe the provision of comprehensive on-site health services?
(*Weighted: 5 Max Pts: 25*)

Consideration 3: How well does the proposal outline the provision of nursing services including hours and level of staff (ARNP/ RN's/ LPN's/ etc.), appropriate coverage for the schedule as required by the RFP?
(*Weighted: 5 Max Pts: 25*)

Consideration 4: How well does the proposal outline its protocol for the provision of health services during natural disasters? (*Weighted: 1 Max Pts: 5*)

Consideration 5: How well does the proposal outline the linkage to ancillary services to meet a broad range of youth's medical needs addressing, at minimum, the following:

- a) Contracts/written agreements for ancillary services
- b) Protocols for accessing emergency medical services
- c) Protocols for accessing dental care
- d) Protocols for accessing eye care
- e) Protocols for accessing x-ray and lab services

(*Weighted: 1 Max Pts: 5*)

Consideration 6: How well does the proposal describe its plan or process to ensure completion of the physical assessments within the timeframes described in the Health Services Manual (Revised October 2006 with April 2010 Updates)? (*Weighted: 1 Max Pts: 5*)

Consideration 7: How well does the proposal describe the provision of Sick Call Services including, at minimum, the following:

- a) Is sick call conducted by an RN (if by LPN, include protocol for supervision by ARNP or Physician)?
- b) Are the Provider's written treatment protocols (including complaints, signs/symptoms, criteria of treatment) rendered as described in the Health Services Manual (Revised October 2006 with April 2010 Updates)?
- c) Is the frequency for treatment clearly outlined (e.g., x times per "as stated in the RFP Scope of Services to be Provided")?
- d) Does the staffing schedule address sick call hours?
- e) Is the process outlined for youth to obtain health service in the Provider's Facility Operating Procedures (FOPs), Health Services Manual Request Forms, etc.)?
- f) Is there a protocol in place for parental notification of sick call services to a youth?

- g) Is there clearly written sick call documentation requirements?
 h) Is there a tracking mechanism for the sick call services performed and related sick call service details?
(Weighted: 2 Max Pts: 10)

Consideration 8: How well does the proposal describe its provision of Episodic Care, addressing, at minimum, the following:

- a) Are there protocols for emergency drills to address the following emergencies: cardiopulmonary arrest; unconsciousness (youth found down); choking episode; uncontrolled bleeding; seizures; sudden mental status changes; chest pain; shortness of breath; open head injury; fractures or potential fractures; and suicide attempt?
 b) Is there a protocol for and are first aid kits and automated external defibrillators (AED's) included in the Provider's budget?
 c) Is there a protocol for on-site or off-site emergency medical services?
 d) Is there a protocol for Protective Action Response (PAR) related medical services?

(Weighted: 1 Max Pts: 5)

Consideration 9: How well does the proposal outline the provision of services for ongoing treatment for chronic health conditions which include, at minimum, evaluations at intervals no less than every 3 months?

(Weighted: 1 Max Pts: 5)

Consideration 10: How well does the proposal outline the provision of services for routine immunization in accordance with Center for Disease Control (CDC) recommendations? (Weighted: 1 Max Pts: 5)

Consideration 11: How well does the proposal describe its protocols for transition, addressing at minimum, how the Provider plans to coordinate with the aftercare entities regarding medical needs upon the youth's discharge from the DJJ facility? (Weighted: 1 Max Pts: 5)

Consideration 12: How well does the proposal's protocol for communicable disease and infection control comply with OSHA's Standard 1910 Subpart I: 29CFR 1910.1030; 29CFR 1910.1200; App. A; and 29CFR 1910.1020?

(Weighted: 1 Max Pts: 5)

Consideration 13: How well does the proposal describe its ability to provide medication administration?

- a) How well does the process describe the development, oversight and monitoring of medication policies and practices (including selection, purchasing, storage, distribution, use and safety of medication and related activities)?
 b) How well does the protocol ensure oversight by the Designated Health Authority (DHA) and by outside consultations when appropriate? (Weighted: 3 Max Pts: 15)

Consideration 14: How well does the proposal describe its provision of Health Education Programming?

- a) Is a monthly schedule provided detailing the health education sessions?
 b) Are the following topics covered throughout the youth's length of stay:
- 1) Emotional and physical development of youth
 - 2) Prevention of accidents
 - 3) Eating disorders
 - 4) Body image
 - 5) Self esteem
 - 6) Transitional healthcare planning (when applicable) for youth with chronic health problems that require arrangements to ensure continuity of care upon discharge, when applicable.
 - 7) Seat belt usage
 - 8) Alcohol and drug related problems
 - 9) HIV/AIDS infection
 - 10) Sexually transmissible diseases and prevention of sexually transmitted diseases
 - 11) Smoking cessation, use of tobacco products, and the effects of smoking
 - 12) Dental hygiene and preventative dental care
 - 13) Basic personal hygiene
 - 14) Immunizations
 - 15) Infection control: Basic hand washing, etc., as well as understanding hepatitis and tuberculosis
 - 16) Prevention of sexual and other physical violence
 - 17) Nutrition
 - 18) Physical fitness

- 19) Self examinations: Breast and testicular
 20) Family planning: Parenting skills and pre-natal care (when applicable)
(Weighted: 3 Max Pts: 15)

BEHAVIORAL HEALTH OVERLAY SERVICES (BHOS) EVALUATION QUESTIONS

Category #16: Behavioral Health Overlay Services (BHOS)

How well does the proposal describe a plan for provision of Behavioral Health Overlay Services (BHOS) as described in the RFP?

Consideration 1: How well does the proposal document the current status of BHOS certification or show intent of obtaining certification (ie: implementation plan, etc.) prior to contract start date?

(Weighted: 5 Max Pts: 25)

Consideration 2: How well does the proposal describe the assessment to ensure that youth meeting eligibility criteria receive BHOS services? *(Weighted: 4 Max Pts: 20)*

MENTAL HEALTH OVERLAY SERVICES (MHOS) EVALUATION QUESTIONS

Category #17: Mental Health Overlay Services (MHOS)

How well does the proposal describe a plan for provision of Mental Health Treatment and services as described in the RFP?

Consideration 1: How well does the proposal explain how the mental health and substance abuse treatments employed are evidence-based or promising practices? *(Weighted: 2 Max Pts: 10)*

Consideration 2: How well does the Provider describe a full array of services and treatment programs (available 7 days a week) provided by clinical staff designed to meet the needs of individual youth?

(Weighted: 1 Max Pts: 5)

Consideration 3: How well does the proposal describe its provision of the required screening at the time of admission and a comprehensive mental health and/or substance abuse evaluation?

(Weighted: 2 Max Pts: 10)

Consideration 4: How well does the proposal describe the individual, group and family mental health and/or substance abuse counseling at least 5 days a week? *(Weighted: 1 Max Pts: 5)*

Consideration 5: How well does the proposal describe the clinical staff to be utilized in the mental health and/or substance abuse treatment program, including their qualifications and scheduling?

(Weighted: 3 Max Pts: 15)

**ATTACHMENT I
SERVICES TO BE PROVIDED
24 BED RESIDENTIAL LOW OR MODERATE RISK PROGRAM IN CIRCUIT 19**

I. GENERAL DESCRIPTION

A. Services to be Provided

A twenty-four (24) bed residential program for low and moderate risk girls who are adjudicated delinquent and committed to the Department after being assessed and classified as low or moderate risk, as described in Attachment I. Program services shall include twenty-four (24) low or moderate-risk beds with Mental Health Overlay Services (MHOS) for up to a year followed by mental health treatment services funded by Behavioral Health Overlay Services (BHOS) for girls between the ages 13-18, as described in Attachments II and III. The program shall be located in a Department owned/leased facility located in South Region, Circuit 19, at 1117 Northeast 39th Boulevard, Okeechobee, Florida 34972. The program name shall be Okeechobee Girls Academy.

B. General Description of the Services

The Provider shall design, develop, implement, and operate one gender-responsive residential program, as outlined above for youth who have been committed to the Department and assessed utilizing the Department risk/needs assessment, the Positive Achievement Change Tool (PACT (includes RPACT)) and pre-disposition comprehensive evaluation. The Provider shall provide custody, treatment, and supervision. The Provider shall ensure services are provided 24 hours per day, 7 days per week utilizing evidence-based or promising treatment and practices within a framework based upon Restorative Justice philosophies, principles, and practices as defined below.

C. Authority

Chapter 985, Florida Statutes gives the Department of Juvenile Justice the authority to operate residential commitment programs within the low, moderate, high, and maximum-risk restrictiveness levels.

D. Service Limits

The Provider shall provide MHOS services to 24 girls between the ages of 13-18. The anticipated length of stay for each youth is 6-9 months. Exceptions to the age requirement can be made with the approval of the Department's Chief of Commitment.

E. Goals of the Service

Operation of the program shall accomplish several major program goals, including but not limited to the following:

1. Focus on treatment and security issues relevant to the youth's mental health/substance abuse needs and legal status and provide high-quality care utilizing evidence-based and promising treatment and practices within a framework based upon Restorative Justice philosophies, principles and practices.
2. Provide for the care, safety, and protection of youth in an environment that fosters healthy social, emotional, intellectual, and physical development.
3. Deliver comprehensive on-site medical services designed to meet the specialized health needs of the youth.
4. Maintain adequate staffing to provide a safe, secure and therapeutic environment.
5. Create and maintain good working relationships with relevant community-based agencies, including the mental health, health, social service, and criminal justice systems and with the community.
6. Provide equal opportunity and access to quality and effective education that meets the individual needs of each youth.

II. YOUTH TO BE SERVED

A. General Description of the Youth to be Served

The program shall provide residential program services for 24 low and moderate risk girls between the ages of 13-18 who require MHOS and are committed to the Department after being assessed and classified as a low or moderate-risk to public safety.

B. Specific Eligibility

Program Services shall be provided to eligible youth as determined by the Department as low or moderate-risk, specifically 24 girls between the ages of 13-18 who require MHOS.

C. Youth Determination

The decision to place an individual in the program shall be made by the Department through its Regional Commitment Management Offices throughout the state. The determination made by the Department is final and binding on all parties. Exceptions may be granted on a case-by-case basis as determined by the Department.

D. Limits on Youth to be Served

1. Admission Requirements and Eligibility

- a. The Provider shall only accept referrals for program admission from the Department. The Provider shall accept 24 girls, ages 13 to 18 years requiring MHOS.
- b. If the Provider disagrees with the placement of a particular youth, the admission of the youth shall occur and the Provider may contact the assigned Commitment Manager.
- c. The Provider shall accept new admissions Monday through Friday between 8:00 a.m. and 5:00 p.m. eastern standard time with the flexibility to provide admission services during non-routine hours should the need arise. All admissions will be coordinated in advance with the local Commitment Manager and Department Juvenile Probation Officer (JPO).
- d. At the time of admission to the program, the Provider shall present a program orientation to the youth in accordance with Rule 63E-7.005, Florida Administrative Code. The orientation shall include, but not be limited to: the behavior management system, property inventory, written rules, regulations, program goals, services available, youth rights, grievance procedure, rules governing conduct, possible disciplinary action, and projected length of stay.
- e. The Provider shall establish a comprehensive screening and assessment system in accordance with Rule 63E-7, Florida Administrative Code and the Mental Health and Substance Abuse Services Manual (Revised August 2006 with March 2007 and April 2007 Updates), which identifies information about the youth from intake through discharge from the program. Assessment services shall include an initial needs assessment process that results in the formulation of performance goals for the youth. The program's comprehensive screening and assessment system shall provide a baseline from which subsequent improvement and acquisition of competencies are measured, with additional assessments or evaluations being provided if needed throughout any youth's stay in the program.
- f. The Provider shall be responsible for the reporting of all admissions and releases in the Juvenile Justice Information System (JJIS) Bed Management System within 24 hours of the admission/release and for updating the projected release dates of youth at a minimum of once per week.
- g. The Department prohibits the placement in the program of anyone other than youth under the Department's jurisdiction. There shall be no sharing or co-mingling of common areas such as sleeping, dining, education, any sport activity, vehicle transportation, etc. with youth committed to the Department (such as private pay youth).
- h. Youth that receive Behavioral Health Overlay Services shall meet eligibility criteria provided in the Florida Medicaid Community Behavioral Health Coverage and Limitations Handbook.

2. Classification and Grouping of Youth By Needs

The Provider shall provide a classification system designed to identify the needs of youth and place them appropriately. A classification system shall be utilized to address the individualized needs and grouping of youth during their stay in the program.

III. SERVICE TASKS

A. Tasks to be Performed

The program services shall include, at a minimum, the following:

1. Care and Custody Services

- a. The Provider shall provide care and custody to include proper supervision of youth during hours of program operation or service, transportation, and orientation of youth at all times. The Provider shall provide the following:
 - 1) Twenty-four hours awake supervision every day of the year.

- 2) Appropriate levels of staff (at a minimum 1:10 awake, 1:12 sleep; and if appropriate, 1:5 ratios for off-site activities) to provide immediate response to emergencies, active supervision of the youth, and suitable and timely response to the everyday needs of youth while maintaining safety and security within the program. The Provider shall ensure that the relief factor employed for FTE count is sufficient to cover staffing requirements.
 - 3) An orientation process that begins within 24 hours of a youth's admission.
 - 4) Nutritious, well-balanced meals and snacks prepared and served in a manner that ensures the needs of each youth are taken into consideration. Food services shall be provided in accordance with the U.S. Department of Agriculture's National School Lunch Program. The dietician or nutritionist shall be licensed in accordance with chapter 468, Florida Statutes.
 - 5) Climate-appropriate clothing that fits properly, in good repair and clean. Youth shall be attired in accordance with Rule 63E-7.007(5)(b)1, Florida Administrative Code. Youth shall be provided personal hygiene items. Bed linens and towels shall be washed and sanitized in accordance with Rule 63E-7.007(4) Florida Administrative Code.
- b. The Provider shall comply with standards required by local fire and health authorities. Facilities and grounds shall be maintained in a manner that provides a safe, sanitary, and comfortable environment for youth, visitors, employees, and other individuals on-site.
 - c. A detailed weekly and weekend schedule of client activities for each day of the week shall be posted in an area that is accessible to youth. A copy of the weekly activity schedule and any permanent updates/revisions or changes to the schedule shall be submitted to the Contract Manager. At least 80% of the youth's waking hours shall involve some sort of structured activity.
2. Case Management Services
- a. The Provider shall provide case management services that shall include coordination with the Department, agency staff, other agencies, as well as members of the community, in the assessment of the individual needs of youth.
 - b. The Provider shall develop delinquency performance plans and match youth to specific delinquency interventions and specialized treatment services on the basis of the most serious needs indicated by the PACT (includes RPACT) and mental health/substance abuse evaluations. The level of risk and needs of each youth shall govern the nature, intensity, and duration of delinquency interventions.
 - c. The Provider shall employ Motivational Interviewing techniques in development of performance plans. Performance plans shall take into account the readiness of youth to engage in delinquency interventions as assessed from a Stages of Change perspective.
 - d. Individualized performance plans shall be developed by the program's multidisciplinary treatment team to benchmark each youth's required progress in the program. The Individual Performance Plan shall specifically outline program expectations for both the youth and the program staff. On-going review and re-negotiation of performance plan goals and objectives shall include the youth, the Department JPO and the youth's family if appropriate.
 - e. The Provider shall notify in writing the committing court, the Department JPO, the youth's parents, and other pertinent individuals in writing, on a quarterly basis, unless otherwise ordered by the Judge, on the youth's progress in the program.
 - f. Performance Plans shall be completed in accordance with timeframes outlined in Rule 63E-7, Florida Administrative Code.
3. Health Services
- a. The Provider shall provide comprehensive on-site medical services designed to provide accountability and rapid response to ensure that the specialized health needs of adolescent girls are met in accordance with the Department's Health Services Manual (Revised October 2006 with April 2010 Updates). These medical services, at minimum, shall include primary and preventative care, sick

call and episodic care, and management of acute and chronic medical issues and follow up.

- b. The Provider shall deliver all of the outlined services itself, or arrange for the delivery of some or all of such services through subcontractors. All subcontractors shall be subject to the same conditions of this Contract and the Department's Health Services Manual (Revised October 2006 with April 2010 Updates), and Mental Health and Substance Abuse Services Manual (Revised August 2006 with March 2007 and April 2007 Updates) through the Provider's subcontract agreement.
- c. The Provider shall ensure the development of facility operating procedures and protocols necessary to operate an effective system of health care. These documents shall be drafted in consultation with the Program's Designated Health Authority.
- d. The Provider shall have policies and procedures in place in the case of a medical emergency within the facility. All staff or volunteers that have direct contact with youth are to be trained to respond to medical emergencies and understand that they are to immediately call 9-1-1 in a medical emergency that poses the need for urgent medical attention (for example, a youth is unresponsive/unconscious, bleeding profusely, acutely ill, etc).
- e. In order to ensure the provision of necessary and appropriate healthcare, the Provider shall maintain the following Staff and Ancillary Service Agreements to deliver the specified services.
 - 1) Designated Health Authority
 - a) The Provider shall have a contract or written agreement with a Florida Board-Certified and licensed physician (MD or DO), trained in Pediatrics, Family Practice or Internal Medicine, to serve as the Designated Health Authority (DHA). Preference shall be given to those individuals with experience in adolescent girls' health. The role and function of the DHA shall be clearly articulated in a written agreement between the Provider and the DHA. This agreement shall be provided to the Department prior to the execution of the Contract.
 - b) If the above-specified criteria cannot be met, the Provider shall submit the CV/resume of the proposed specialist to be used as the DHA. This specialist must have at least 2 years experience in treating adolescent youth. The CV/resume submitted for the proposed DHA should explain how the required experience was obtained.
 - c) The DHA shall provide the oversight of all program physical health and medical services including the clinical supervision of all medical personnel. This individual shall be responsible for the overall clinical direction, policies, and protocols for the medical services provided. Final clinical judgments shall rest with this single individual. If the clinical responsibilities are delegated to an Advanced Registered Nurse Practitioner (ARNP), then this assignment shall be formalized by written agreement and specified in the current and valid collaborative practice protocol between these two individuals. If the clinical responsibilities are delegated to a Physician Assistant (PA) then the DHA shall be available and provide the requisite statutorily defined supervision and oversight. The DHA responsibility shall not be delegated to a Registered Nurse or Licensed Practical Nurse. The physician shall remain the Designated Health Authority of record. The DHA shall be on-site a minimum of two hours per week, or more as the clinical needs of the population may dictate.
 - 2) Nursing Services

The Provider shall provide on-site nursing coverage for a minimum of 30 hours per week, to be provided by Registered Nurses (RNs), licensed in the State of Florida. Whenever possible the Provider shall utilize RNs and, only in situations where they are not available, utilize Licensed

Practical Nurses (LPNs). This position cannot be filled by anyone below the level of an LPN (e.g. a Certified Nursing Assistant). If LPNs are providing healthcare, they must be directly supervised by RNs or review all cases daily with one of the health care providers at or above the level of an RN. Specific times for the described nursing services will be determined by the Provider and the Department in order to allow for flexibility in meeting youths' needs. This shall include an on-call coverage protocol for nights and weekends when no nurse is on-site. There shall be a staff person on every night or weekend shift responsible for accessing medical services or personnel.

3) On-Call Services

A physician shall be available by pager or cell phone for emergencies, twenty-four hours per day, seven days per week.

4) Vacations and Absences

There shall be uninterrupted and equivalently qualified coverage of physician services. In the event of physician absence, the Provider will ensure physician coverage. There shall be uninterrupted coverage of nursing services. In the event of scheduled and unscheduled nurse absences, the Provider will ensure uninterrupted and equivalently qualified nursing coverage (an LPN shall not replace an RN, except as identified in Section III. A. 3. e. 2), Nursing Services of this Attachment.

5) Disaster Preparedness

The Provider shall ensure that there is basic medical staff coverage (i.e. sick call staffing) in the case of natural disasters such as hurricanes. If this is not possible then the staff shall have protocols in place to access medical care in these situations.

6) Ancillary Service Agreements

The Provider shall maintain:

- a) Service provision contracts or written agreements with healthcare professionals in the community to provide additional healthcare services as needed.
- b) Access to a local hospital, which will receive and stabilize or treat any DJJ youth brought via ambulance or other means of transportation for services that cannot be addressed on-site through basic minor first aid, or through established sick call procedures.
- c) A contract or written agreement with a dentist duly licensed in the State of Florida to provide primary dental care and emergency dental care when needed.
- d) A contract or written agreement with an ophthalmologist or optometrist duly licensed in the State of Florida to provide eye care services as needed for consultation and/or treatment.

f. The Provider shall provide necessary and appropriate gender-responsive healthcare services pursuant to the Department's Health Services Manual (Revised October 2006 with April 2010 Updates) including, but not limited to:

1) Screening and Evaluation

All youth entering a residential commitment program shall receive the appropriate routine screenings and evaluations. Routine screening and evaluations are those procedures, tests, examinations and assessments that are required by the Department to be provided for each youth.

The Provider staff described in the Department's Health Services Manual (Revised October 2006 with April 2010 Updates) shall complete the screenings and evaluations. The admitting staff member shall complete the Facility Entry Physical Screening form at the time of the youth's admission to the residential commitment program. This screening process shall not take the place of the required medical evaluations. Routine screenings shall include, but not be limited to:

a) Assessment of Tuberculosis Status

Preliminary assessment upon entry to the residential commitment program, as well as an assessment of tuberculosis

- status at any subsequent point, based on risk or potential exposure to a clinical condition, and at any time ordered by the DHA.
- b) Screening for sexually transmitted diseases in all sexually active youth.
 - c) Assessments of immunization status and subsequent inoculations as required.
 - d) Dental screening by nursing staff with a referral to the dentist as necessary.
 - e) Menstrual History and Pregnancy Evaluation:
This shall include a review of gynecological needs, such as date of last menstruation, frequency and intensity of cramping, a review of prior pregnancy history (number of pregnancies, miscarriages, abortions, caesarian sections, as well as complications with prior pregnancies), and a urine HCG to determine current pregnancy status.
- 2) Comprehensive Physical Assessments
These assessments shall be completed within the required timeframes of admission by an MD, DO, ARNP or PA. At a maximum, the Comprehensive Physical Assessment shall be completed within 7 calendar days of admission for youth with a Medical Grade of 1, 2, 3, 4 or 5. If a youth is noted to have a medical condition on admission then they shall be seen sooner. Any existing comprehensive physical assessment must have been performed within one year of admission for youth with Medical Grades of 2, 3, 4, or 5 and within two years for youth with a Medical Grade of 1.
 - 3) Sick Call Care
This service shall be provided on-site at a minimum of three (3) times per week. Healthcare staff, or the shift supervisor (during off peak hours) must review sick call requests within 4 hours to determine urgency of need. There shall be a provision of services, through subcontract or for referral for off-site services, when the sick call complaint warrants evaluation beyond the scope of on-site personnel. The Provider shall ensure that if staff is required as an escort to sick call, this is accomplished in a timely and expeditious manner. If LPNs are used for sick call care without the on-site supervision of an RN, the LPN shall review all cases daily with someone at or above the level of an RN and document accordingly.
 - 4) Episodic Care
This service shall be comprised of on-site first aid care for minor complaints, emergency on-site care, and provisions and procedures for off-site emergency care when warranted.
 - 5) Treatment and Monitoring of Acute and Chronic Conditions
This shall include on-going treatment, monitoring, and periodic evaluations for youth with acute and chronic health problems. No more than three months shall elapse before a youth with a chronic health problem is assessed, in a routine follow up, by a health care Provider at the level of an MD, DO, PA, or ARNP. If the youth is evaluated by the above referenced health care professional for another condition during the three-month interval and the evaluation includes an assessment of the chronic condition, another periodic evaluation will not be required unless clinically indicated.
 - 6) Immunizations
The Provider shall provide routine immunization administration, in accordance with CDC recommendations for adolescent girls, as determined by an MD, DO, PA, or ARNP. The healthcare staff shall access applicable school and parental records in order to determine the need for outstanding vaccinations.

- 7) Transitional Healthcare Planning
Upon a youth's release, there shall be follow up appointments for on-going conditions made by the healthcare or program staff. This is particularly important for those youth with known chronic health problems requiring continuity of care.
- 8) Infection control measures
In the case of a potential outbreak of a communicable disease, the Provider shall have in place a means of preventing transmission and accessing the local health department for assistance.
- 9) Diagnostic Services
The Provider shall be responsible for all lab and diagnostic services (this includes but is not limited to blood work, X-Rays, EKGs, and ultrasounds), with timely follow up of results and interpretations.
- g. The Provider shall provide the following pharmaceutical services
- 1) Medications
Any and all existing or new prescription medications including but not limited to psychotropic medications, antibiotics, narcotics, as well as over-the-counter medications, as they relate to on-site medical care shall be the responsibility of the Provider. A licensed healthcare provider must write the prescriptions specifically for a given youth. The Provider shall ensure that all prescription medications are ordered from the local pharmacy or pharmaceutical vendor immediately, or no more than 12 hours after originally written, and procured within 24 hours. In the case of psychotropic medications the prescriptions shall be ordered within 12 hours of receiving parental consent or the court order. Any delays must be reported to the prescribing physician.
- 2) Medication Management
This shall include safe and effective administration, secure storage and accountability, documentation, and appropriate monitoring, particularly of narcotics. There shall be the provision of a written inventory with clear documentation of narcotic dispensation.
If the nursing schedule does not permit for the administration of all medications by nurses, then the Provider shall have in place protocols identifying what level of non-health care staff (trained by the Provider's licensed health care professionals, at or above the level of a Registered Nurse), will assist youth with the self-administration of medications, pursuant to Rule 64B9-14, Florida Administrative Code (Delegation to Unlicensed Assistive Personnel).
- h. The Provider shall adhere to the following reporting requirements:
Health Services Report
Medical statistics shall be maintained for this report. These statistics shall indicate the number of youth receiving health care services by category of care and nature of complaint, as well as other pertinent information, e.g., referrals to a specialist, emergency transfers, hospitalizations, medications, etc., and are compiled monthly or at other frequencies as specified by the Department's Health Services Manual (Revised October 2006 with April 2010 Updates).
- i. The Provider is responsible for the appropriate disposal of all bio-hazardous materials, as per OSHA, federal, and state regulations.
- j. The Provider shall supply any and all medical equipment, products, supplies, or materials necessary to perform this Contract, unless otherwise specified herein.
- k. The Provider shall ensure that all staff is trained on the following health-related topics:
- 1) First aid and cardiopulmonary resuscitation (CPR);
 - 2) Universal precautions and blood borne pathogens, such training to meet that specified in Federal Rule CFR 1910.1030 (OSHA Standard);
 - 3) Basic principles of safe and effective medication administration. If non-healthcare staff are to assist youth in the self-administration of medications, then these persons shall be trained to administer medications by the Provider's licensed health care professionals, prior to

- commencing this process, pursuant to Rule 64B9-14, Florida Administrative Code (Delegation to Unlicensed Assistive Personnel).
- 4) Emergency evacuation procedures for the youth with a medical alert system;
 - 5) For staff conducting intake, the Facility Entry Physical Health Screening form and process.
- I. If a youth is not eligible for Medicaid services, the Provider shall attempt to have medical or dental expenses paid for by the youth's parents or guardians or their personal insurance company.
 - m. The Department is not responsible/liable for the costs of routine and necessary medical, dental or behavioral health care beyond the limits of per diem furnished to the Provider, under the terms and conditions of this Contract.
 - n. **Payment for Non-Routine Health Services**
The Provider agrees that the Department's per diem rate covers the cost of routine health care as provided for in the Provider's proposal and budget (i.e., health care staff salaries, equipment, supplies, and over-the-counter medications). For non-routine health care costs and routine health care costs that are not paid for by the per diem, the Provider shall attempt to have those health care expenses paid for by the youth's parents or guardians or their personal insurance company. If the youth's parents or guardians are unable to pay and the youth has no personal insurance, and if the youth is Medicaid eligible, the Provider shall ensure the provision of Medicaid allowable services through local enrolled Medicaid providers. For non-routine health care costs, not covered by other sources, that exceed \$5,000.00 per youth per incident, the Department will be responsible for payment in excess of the maximum cost, if not recouped from other sources. Prior approval by the Department is required except in case of emergency. The Contract Manager shall be notified prior to the delivery of non-routine services (if non-emergency) and as soon as possible following emergency services. The Provider shall invoice the Department for the amount in excess of the stated limit, unless these costs are recouped from other sources.
4. **Health Education Programming**
 - a. The Provider shall provide a comprehensive monthly health education program in recurring cycles so that each youth receives the benefit of all topics during their length of stay. The Health Education curriculum shall be comprised of the topics outlined in the Health Services Manual (Revised October 2006 with April 2010 Updates) and shall, also include the following:
 - 1) Emotional and physical development for adolescent girls.
 - 2) Prevention of Accidents
 - 3) Eating Disorders
 - 4) Body Image
 - 5) Self Esteem
 - 6) Transitional Healthcare Planning (when applicable) for youth with chronic health problems that require arrangements to ensure continuity of care upon discharge.
 - 7) Family planning education that shall include, but not limited to:
 - a. Pregnancy Prevention
 - b. Pregnancy
 - c. Pre-natal and Post-natal Care
 - d. Parenting
 - 8) OB-GYN issues
 - 9) Menstruation
 5. **OSHA Requirements**
 - a. The Provider shall develop and maintain (update at least annually) a comprehensive education and prevention program which includes, at a minimum, the following:
 - 1) An Exposure Control Plan, which shall be written, site-specific (not generic) and shall meet all of the requirements of the OSHA Standard 1910 Subpart I: 29CFR 1910.1030; 29CFR 1910.1200; App. A; and 29CFR 1910.1020.

- 2) Observance of universal precautions by all staff.
 - 3) Comprehensive post-exposure evaluation and follow-up, including post-exposure medication (prophylaxis), following current recommendations by the Center for Disease Control; monitoring for minor or major signs of disease post-exposure, and maintenance of post-exposure records as required by the OSHA Standard 29CFR 1910.1030.
- b. The Provider shall also provide for blood specimen or oral swabs collection for DNA Testing in accordance with Rule 63E-7.003(7), Florida Administrative Code. The Provider shall also require imprints of the juvenile's left and right thumb prints which shall be attached to the FDLE request for DNA testing.
6. Mental Health and Substance Abuse Services
- a. The Provider shall provide or arrange for a broad spectrum of mental health and substance abuse services in accordance with the Department's Mental Health and Substance Abuse Services Manual (Revised August 2006 with March 2007 and April 2007 Updates). These services shall include:
 - 1) Mental health and substance abuse screening upon admission to determine if there are any immediate mental health or substance abuse needs.
 - 2) Comprehensive mental health and substance abuse evaluation/assessment or updated comprehensive evaluation performed by qualified professionals for those youth identified by screening as in need of further evaluation.
 - 3) Psychotherapy or professional counseling (i.e., individual, group, or family therapy).
 - 4) Psychopharmacological therapy and follow-up treatment.
 - 5) Suicide Prevention Services
Suicide risk screening shall be conducted upon a youth's admission to the program and/or when a youth that had been on inactive status re-enters the program. Suicide prevention procedures and interventions shall be employed and documented immediately.
 - 6) Crisis Intervention and Emergency mental health or substance abuse care (24-hour response capability with access to acute care settings and mental health and substance abuse emergency management services).
 - b. The Provider shall seek to provide evidence-based or promising mental health and substance abuse services for use with adolescents.
 - c. Evidence-based mental health and substance treatment are those which have been independently evaluated using sound methodology, including, but not limited to, random assignment, use of control groups, valid and reliable measures, low attrition and appropriate analysis. Such studies should provide evidence of statistically significant positive effects of adequate effect size and duration. In addition, there should be evidence that replication by different implementation teams at different sites is possible with the same positive outcomes. Lists of mental health and substance abuse treatments and programs meeting criteria to classify them as evidence-based or promising are available in a number of publications and websites. Some of these sites, including the SAMHSA and NIDA site, offer free curricula that are evidence-based treatments:

<http://nrepp.samhsa.gov>

<http://www.nattc.org/index.html>

<http://www.nida.nih.gov/researchers.html>
 - d. The Provider shall take into consideration each youth's cultural and ethnic background and gender in all aspects of mental health and substance abuse screening, assessment and treatment planning. The Provider shall ensure that treatment is based on these individualized needs. When co-existing mental health and substance-related disorders exist, the Provider shall provide or arrange for integrated treatment tailored to address co-occurring mental health disorders and substance-related disorders.
 - e. The Provider shall designate a single licensed mental health professional as the Designated Mental Health Authority to be accountable for ensuring appropriate

coordination, implementation and oversight of mental health and substance abuse services in the facility. The role and function of the Designated Mental Health Authority shall be clearly articulated in a written agreement between the Provider and the Designated Mental Health Authority. There shall be clear organizational lines of authority and communication between the Designated Mental Health Authority and the clinical staff who are delivering on-site mental health and substance abuse services in the program. The Provider shall also develop working relationships with local mental health and substance abuse agencies or individuals in order to maintain a referral source for the youth.

7. Delinquency Programming

- a. The Provider shall provide a program utilizing evidence-based or promising interventions and practices as defined below. In addition, the Department does not prohibit a Provider from utilizing interventions that have yet to be proven evidence-based or promising, as long as the intervention does not have negative effects on re-offending behavior. The evidence-based or promising interventions, modalities and practices shall be those designed to reduce the influence of two or more specific risk factors related to re-offending behavior based up the youth's assessment. These risk factors include, but are not limited to, antisocial attitudes, values, beliefs; antisocial peers and isolation from pro-social peers; poor self-management skills; temperamental and personality factors; family problems and problems at school.
- b. The Provider shall provide evidence-based or promising delinquency programming and services intended to reduce the influence of risk factors associated with re-offending and strengthening factors associated with resilience as well as to encourage pro-social behavior and attitudes. The Provider shall match youth to these services based on the results of the PACT (includes RPACT) risk/needs assessment and further assessment of the risk factors identified by the PACT. The Provider shall provide social skills training, problem solving, and training in moral reasoning and decision-making. The youth shall be provided with a variety of positive and challenging learning experiences that are designed to increase one's pro-social behaviors, social responsibility, and awareness.
- c. The Provider shall tailor the delinquency interventions to take into account the characteristics of the youth that may not predict re-offending, but which may constitute roadblocks to successful delinquency interventions (responsivity factors), including, but not limited to, gender, age, intelligence (IQ), mental health, physical health, and motivation.
- d. Evidence-based delinquency intervention and practices are those which have been independently evaluated and found to reduce the likelihood of recidivism or at least two criminogenic needs, with a juvenile offending population. The evaluation must have used sound methodology, including, but not limited to, random assignment, use of control groups, valid and reliable measures, low attrition, and appropriate analysis. Such studies shall provide evidence of statistically significant positive effects of adequate size and duration. In addition, there must be evidence that replication by different implementation teams at different sites is possible with similar positive outcomes.
- e. Evidence-based delinquency intervention and practices are those which have been independently evaluated and found to reduce the likelihood of recidivism or at least two criminogenic needs, with a juvenile offending population. The evaluation must have used sound methodology, including, but not limited to, random assignment, use of control groups, valid and reliable measures, low attrition, and appropriate analysis. Such studies shall provide evidence of statistically significant positive effects of adequate size and duration. In addition, there must be evidence that replication by different implementation teams at different sites is possible with similar positive outcomes. Interventions deemed evidence-based or promising by the Department are documented in the *Sourcebook of Delinquency Interventions* available on the Web at <http://www.djj.state.fl.us/OPA/ptassistance/evidencebased.html>> Lists of delinquency interventions and programs are available in a number of publications. Lists of delinquency interventions and programs are available in a

number of publications. The first is Youth Violence: A Report of the Surgeon General, available on the Web at

<http://www.surgeongeneral.gov/library/youthviolence/default.htm>

Another is available at the University of Colorado Center for the Study and Prevention of Violence, known as the Blueprints for Violence Prevention, on the Web at

<http://www.colorado.edu/cspv/blueprints/index.html>.

Another site that is useful is the Washington State Institute for Public Policy (WSIPP). The WSIPP site contains several reports on the results of evaluation of evidence-based programming, on the Web at

<http://www.wsipp.wa.gov>

Other Web sites list "research-based" interventions, but the Provider shall be responsible to document the status of the interventions chosen as evidence-based, or arrange for rigorous evaluation of "promising" or experimental interventions. Information on evidence-based programming, definitions and examples are available on the DJJ Website at:

<http://www.djj.state.fl.us/OPA/ptassistance/index.html>

- f. The Provider shall ensure that evidence-based interventions are implemented in compliance with the original design of the intervention. Lack of fidelity to the design of interventions has been shown to reduce beneficial effects or result in harm.

8. Educational Services

- a. The Provider shall provide or coordinate educational services either directly or through a contract between the local school district and the Provider (section 1003.52, Florida Statutes).
- b. The Provider shall notify the school district of their response to the Department consistent with the requirements of section 1013.53, Florida Statutes, Cooperative Development of educational facilities in juvenile justice programs.
- c. The Provider is expected to comply with the School Board Cooperative Agreement between the Department and the appropriate local school board. Educational services shall reflect an integration of the education program with other required components of this program, so that maximum use of available resources is made. Educational services shall be patterned after the classroom setting with a focus on possibilities for individualized achievement, leading toward a high school diploma and post-secondary education, training and/or employment.
- d. The Provider shall work with the responsible school district to ensure collaboration in planning, supervision scheduling, and an integrated consistent behavior management system.
- e. The Provider shall ensure youth have access to appropriate reading materials external to the educational program and maintain a variety of reading materials external to the educational program and maintain a diverse media center.
- f. The Provider shall ensure that direct care staff is assigned to each classroom as mutually agreed upon by the responsible school district and educational personnel.

9. Pre-Vocational and Vocational Services

- a. Traditional and non-traditional pre-vocational and vocational services shall be provided either directly by the local school district in which the juvenile justice program is located or through a contract between the local school district and the Provider. Pre-vocational and vocational instruction shall be provided so that the interests, aptitudes, and skills of the youth are developed, while building upon their existing strengths, in a manner supportive of their employability and providing an occupational advantage in their own community.
- b. The Provider shall utilize the plan submitted with its proposal on how they can utilize workforce development funding to enhance vocational training certification. A copy of the Vocational Educational Plan can be found at, <http://www.fldoe.org/ese/pdf/careeredplan07.pdf>.

10. Job Training Placement

The Provider shall provide job training activities and placement resources for youth in the program to ensure an orderly transition into the workplace and acceptance of work ethic.

11. Self-Sufficiency Planning

The Provider shall follow the plan in its proposal for assisting the youth in obtaining independent living arrangements upon the youth's release in those situations where age and family circumstances indicate that independence and self-sufficiency are more realistic goals.

12. Discharge Policy and Transition Services
Discharge placement planning shall begin at program admission. All discharges/releases from the program shall require written approval by the Department, prior to the youth's release.
13. Staff Training
 - a. All full-time and part-time direct care Provider staff shall be trained in accordance with Rule 63H, Florida Administrative Code, including PAR certification. In addition to CORE Training, direct care staff shall be trained in the following:
 - 1) Ethics within the correctional environment, including the proper maintenance of documents and recorded materials relating to security issues;
 - 2) Staff Stress Management;
 - 3) Gender responsive services for adolescent delinquent youth;
 - 4) Behavior Management and Modification;
 - 5) Positive Reinforcement Techniques and Strategies;
 - 6) Emotional and Behavioral Development of Children and Adolescents;
 - 7) Risk factors for delinquency and their treatment;
 - 8) Physical development and common health issues of adolescent youth;
 - 9) Restorative Justice Programming;
 - 10) Risk factors and triggers relating to youth with a history of victimization;
 - 11) Post Traumatic Stress Disorder (PTSD), victimization, exploitation, domestic violence, trauma, and recovery issues;
 - 12) First Aid and Cardiopulmonary Resuscitation;
 - 13) Universal precautions and blood borne pathogens, such training to meet Federal Rule CFR 1910.1030 (OSHA Standard);
 - 14) Emergency evacuation procedures for youth with a medical alert system;
 - 15) For staff conducting intake, the Facility Entry Physical Health Screening Form and administration of the Massachusetts Youth Screening Instrument-Second Edition (MAYSI-2), the PACT (includes RPACT), and other required intake processes and procedures;
 - 16) Risk factors and triggers relating to homicidal risk and homicidal prevention;
 - 17) Immediate access to emergency medical, mental health, and substance abuse services;
 - 18) The programs treatment model; and
 - 19) Suicide Prevention Processes and Procedures.
 - b. If they are included in the staff-to-youth ratio, the Provider shall ensure the Program Director, Assistant Program Directors, and Security Coordinator shall be PAR certified. The Provider shall ensure that staff has PAR recertification as required by Rule 63H, Florida Administrative Code.
14. Living Environment
The Provider staff shall promote mentoring, positive role modeling and positive one-on-one and small group interactions and interventions. The Provider shall ensure the following:
 - a. Input from youth on rules governing community living, program design, implementation and evaluation.
 - b. Opportunities that promote effective communication and listening techniques.
 - c. Opportunities for youth to develop relationships of trust and interdependence with people already present in their lives (such as friends, relatives, and church members).
 - d. Promotion of cultural diversity and identification.
 - e. Promotion of positive identity, self-esteem, self respect and respect for others.
 - f. Opportunities to create positive changes to benefit youth on an individual level, within their relationships, and within the community.
 - g. Reasonable opportunities for visitation, correspondence and telephone access.

- h. Use of trained volunteers, mentors and other members from the community to provide positive modeling and experiences with the youth.
15. Behavioral Management System
- a. The Provider shall provide a system of behavior management and positive behavior reinforcement system for youth in the program. This system shall be based upon sound behavioral theory with a goal of developing self-monitoring and self-regulation in the youth. It shall feature a relatively small number of reasonable program expectations with a clearly communicated rationale based upon physical and emotional safety and respect for the person and property of others within the setting. Consequences for both positive and negative behavior must be clearly understood. The ratio of rewards to punishments shall exceed 4:1. The behavior management and positive behavior reinforcement system shall focus on improving the youth's emotional and behavioral functioning, addressing and eliminating behaviors that have contributed to the youth's delinquency, and promoting behavior and competencies that encourage pro-social change, self-growth and law-abiding behavior. The Provider shall incorporate principles and practices related to trauma-informed care into the behavior management system. Here are sites to review:
- <http://www.oregon.gov/DHS/addiction/trauma-policy/reducing-use.ppt>
<http://www.annafoundation.org/MDT.pdf>
http://www.nasmhpd.org/general_files/publications/ntac_pubs/networks/Summer_Fall2002.pdf
- b. The Provider shall develop and implement a behavioral management and positive behavior reinforcement system that fosters accountability and complies with Departmental Rule 63E-7.009, Florida Administrative Code.
- c. The Provider shall implement a behavioral management and positive behavior reinforcement system that will train all staff, including subcontractors and volunteers in the implementation of the behavioral management system in accordance with Rule 63H, Florida Administrative Code.
- d. The Provider shall give educational staff access to training for the program's behavioral management system.
- e. Upon assuming operation of the program, the Provider shall ensure that there is a smooth transition for the youth as it relates to the outgoing Provider's behavior management and positive behavior reinforcement system and the future system.
16. Religious/Spiritual Opportunities
- a. The Provider shall provide regular faith-based opportunities and shall make diligent attempts to provide religious services and/or education that encompass all faiths.
- b. The Provider shall provide programs that allow time for youth to address their spiritual health and explore their spirituality and inner strength. Possible activities may include mentoring, time for personal reflection, cultural traditions, rituals; and discussions about life, meaning, guidance, values, morals, and ethics.
17. Recreational and Leisure Time Activities
- The Provider shall provide daily recreational and leisure time activities that are physically challenging, educational and constructive (i.e., activities that can be used by the youth after release). These activities shall teach the youth healthy ways to maintain their own physical well being in addition to providing alternative ways of spending leisure time. Opportunities for age appropriate and gender-specific physical conditioning of each youth shall be a part of the overall recreational program. Indoor and outdoor activities shall be provided to all youth. Non-competitive activities shall be encouraged.
18. Restorative Justice Philosophy and Restorative Programming
- a. Restorative Justice is a philosophy that focuses on repairing harm to people and relationships caused by crime. The Provider shall ensure that the program's operation reflects the restorative justice philosophy. At a minimum, the Provider shall provide a restorative environment that:
- 1) Holds offenders accountable for their behavior, including the harm their crimes caused to the victim(s) and community;
 - 2) Protects the public;

- 3) Offers offenders opportunities for competency development in skill areas valued by the community in preparation for reintegration into productive community life; and
 - 4) Partners with community stakeholders.
 - b. The Provider shall foster a restorative community within the residential program, creating a culture that encourages staff and youth to be actively involved and give input, participate in decisions, practice leadership roles, use restorative conflict resolution strategies, and contribute to the community.
 - c. Competency development shall facilitate skills valued by others in the community and should assist offenders in:
 - 1) Functioning in society in a meaningful, positive way;
 - 2) Developing skills at perspective taking, becoming stronger in character, and more empathetic;
 - 3) Becoming more connected to the community and recognizing potential to be positive members of the community; and
 - 4) Practicing opportunities to lead, belong, mentor, contribute, and make meaningful choices.
 - d. The Provider shall provide impact of crime instruction to offenders to:
 - 1) Assist them in accepting responsibility for the harm they have caused;
 - 2) Educates them on the impact of crime, thereby increasing perspective-taking skills and their empathy for others;
 - 3) Provides a safe forum for victims to share their experiences with youth;
 - 4) Provide guidance to youth in how to restore their victims, families and communities; and
 - 5) Instill in youth a sense of community belonging and responsibility.
 - e. All aspects of the program shall reflect the restorative justice philosophy, including case planning processes, competency development, involvement in meaningful community service, restitution, conflict resolution, victim and community involvement.
19. Community Involvement Opportunities
 The Provider shall ensure youth meet all program and Department requirements for off-site activities in accordance with the Rule 63E-7, Florida Administrative Code. Youth may earn opportunities for community involvement. These opportunities shall include, but not be limited to, providing supervised community work service hours, or participation in group community service projects.
20. Transportation Services
- a. The Provider shall be responsible for transporting new admissions from the local detention center to the program. The Provider shall provide transportation services for each youth for program-related reasons including but not limited to:
 - 1) Medical/Dental appointments
 - 2) Work site/Community service projects
 - 3) Counseling appointments with community agencies
 - 4) Emergency transportation
 - 5) Transportation to and from home visits as needed
 - 6) Releases/Discharges
 - a) Commitment programs will transport youth home if their residence is within 75 miles of the program. Once youth have completed a commitment program, they should no longer be transported securely.
 - b) If the youth's residence is between 75-300 miles from the commitment program, the youth's return is the joint responsibility of the commitment program and the JPO/Contracted Case Manager. An absolute mileage responsibility is not being identified, however, programs need to be flexible and base their "meeting point" on the fact that a JPO needs to be able to complete the round trip and the home drop-off within an eight-hour workday.
 - c) If the youth's residence is over 300 miles from the commitment program, the residential commitment program will register the

- youth with the ITN for transport. This option is not available for mothers and infants.
- d) If the plan for the parent to transport fails because of financial resources, the Faith Network is offering last resort assistance. The JPO/Contracted Case Manager is to contact the Faith Network Coordinator who is coordinating gas cards and car rental vouchers for families who are willing but just not able to pick up their child.
 - e) Youth over 19 and sex offenders needing transportation assistance will be handled as exceptions, and case reviews will be conducted before a transportation plan is developed. Residential programs must route these requests, including all related information received from the JPO/CBIS/CR staff, to Joan Wimmer at joan.wimmer@djj.state.fl.us.
- b. When a youth must appear in court, the Provider may elect to transport the youth to court, using the appropriate transportation procedures, or transport the youth to the nearest detention center, and the Department will transport the youth to court. The Provider shall coordinate the transportation of youth with the respective transportation coordinator and detention center prior to the youth's arrival. Upon the youth's return from court the Department will notify the Provider.
 - c. For facility-to-facility administrative transfers the Provider is responsible for transporting the youth to the receiving facility, if the facility is in the same region. If the facility is in a different region the Provider shall contact the nearest detention center to make arrangements and deliver the youth to that detention center, where the receiving Provider will then transport the youth to its facility. If the youth is in secure detention pending the transfer then the Department will transport the youth to the receiving facility regardless of region and location.
 - d. The Provider is responsible for all transportation requiring the evacuation of the youth. The Provider shall assist in the transportation for youth that need to be transported outside of the catchment area.
 - e. Admission transportation for low risk programs is the responsibility of the parent/guardian or the JPO.

IV. LIMIT OF SERVICES

The Provider shall provide or arrange for mental health and substance abuse services in accordance with the Department's Mental Health and Substance Abuse Services (Revised August 2006 with March 2007 and April 2007 updates). The Provider shall ensure that the youth in the program have access to necessary and appropriate mental health and substance abuse services (on-site and off-site) performed by qualified mental health and substance abuse professionals or service provider(s) licensed in accordance with chapter 394, Florida Statutes, and/or chapter 397, Florida Statutes, and as specified in Rule 65D-30.003(15), Florida Administrative Code.

V. STAFFING/PERSONNEL

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

A. Level of Service

The Provider shall provide care and custody to include proper supervision of youth during hours of program operation or service, transportation, and orientation of youth at all times. The Provider shall provide the following:

1. Twenty-four hours awake supervision every day of the year.
2. Appropriate levels of staff (at a minimum 1:10 awake, 1:12 sleep; and if appropriate, 1:5 ratios for off-site activities) to provide immediate response to emergencies, active supervision of the youth, and suitable and timely response to the everyday needs of youth while maintaining safety and security within the program.

B. Professional qualifications/Licensure

1. The Provider shall comply with applicable rules, statutes, and licensing standards with regard to professional qualifications.
2. All staff shall possess adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.
3. Health Services
 - a. All professionals contracted or subcontracted by the Provider to render services shall be continuously licensed, certified or registered, as appropriate in their respective areas of expertise, pursuant to applicable law, in the State of Florida.
 - b. The licenses and certifications shall be made available on-site or upon request, to the Department prior to the execution of the Contract.
4. Mental Health and Substance Abuse Services

Mental Health Services:

 - a. Mental health services shall be provided by a licensed mental health professional or a non-licensed mental health clinical staff person working under the direct supervision of a licensed mental health professional.
 - b. A Licensed Mental Health Professional is a psychiatrist licensed under Chapter 458 or 459, Florida Statutes, who is board certified in Child and Adolescent Psychiatry or Psychiatry by the American Board of Psychiatry and Neurology or has completed a training program in Psychiatry approved by the American Board of Psychiatry and Neurology for entrance into its certifying examination, a psychologist licensed under Chapter 490, Florida Statutes, a mental health counselor, clinical social worker or marriage and family therapy licensed under Chapter 491, Florida Statutes, or a psychiatric nurse as defined in Chapter 394.455(23), Florida Statutes.
 - c. A mental health clinical staff person, if not otherwise licensed, must have, at a minimum, a Bachelor's Degree from an accredited university or college with a major in psychology, social work, counseling or a related human services field. A related human services field is one in which major course work includes the study of human behavior and development, counseling and interviewing techniques, and individual, group or family therapy.
 - d. A non-licensed mental health clinical staff person providing mental health services in the program must meet one of the following qualifications:
 1. Hold a Master's Degree from an accredited university or college in the field of counseling, social work, psychology, or related human services field; or
 2. Hold a Bachelor's Degree from an accredited university or college in the field of counseling, social work, psychology or related human services field and have two years experience working with (e.g., assessing, counseling, treating) youth with serious emotional disturbance or substance abuse problems; or
 3. Hold a Bachelor's Degree from an accredited university or college in the field of counseling, social work, psychology or related human services field and have 52 hours of pre-service training prior to working with youth. The 52 hours of pre-service training must include a minimum of 16 hours of documented training in their duties and responsibilities. When pre-service training has been successfully completed, the non-licensed person may begin working with youth, but must be trained for one year by a mental health clinical staff person who holds a Master's Degree. Pre-service training must cover, at a minimum: basic counseling skills, basic group skills, program philosophy, therapeutic milieu, behavior management, client rights, crisis intervention, early intervention and de-escalation, documentation requirements, normal and abnormal adolescent development and typical behavior problems.
 - e. The non-licensed mental health clinical staff person must work under the direct supervision of a licensed mental health professional.
Direct supervision means that the licensed mental health professional has at least one hour per week of on-site face-to-face interaction with the non-licensed mental health clinical staff person for the purpose of overseeing and directing (as permitted by law within his or her State of Florida licensure) the mental health

services that the non-licensed mental health clinical staff person is providing in the facility.

The licensed mental health professional must ensure that mental health clinical staff (whether licensed or non-licensed) working under their direct supervision are performing services that they are qualified to provide based on education, training and experience.

Substance Abuse Services

Substance Abuse Services shall be provided in accordance with the licensure requirements set forth in Chapter 397 and Rule 65D-30 Florida Administrative Code Rule 65D-30.003(15) states the following:

"Licensing of Department of Juvenile Justice Commitment Programs and Detention Facilities. In those instances where substance abuse services are provided within Juvenile Justice Commitment programs and detention facilities, such services may be provided in accordance with any one of the four conditions described below.

- a. *The services must be provided in a facility that is licensed under chapter 397, Florida Statutes, for the appropriate licensable service component as defined in subsection 65D-30.002(16), Florida Administrative Code.*
- b. *The services must be provided by employees of a service provider licensed under chapter 397.*
- c. *The services must be provided by employees of the commitment program or detention facility who are qualified professionals licensed under chapters 458, 459, 490 or 491, Florida Statutes.*
- d. *The services must be provided by an individual who is an independent contractor who is licensed under chapters 458, 459, 490, or 491, Florida Statutes."*

C. Allowable staff changes

Key Personnel and Vacancies

The personnel listed below are considered essential to successfully complying with this Contract. Therefore, no later than 48 hours after the removal, substitution, or change in status of any individual listed below the Provider shall submit to the Contract Manager a detailed written explanation for the action, a plan to ensure contractual services are provided and, if appropriate, a timeline by which the position will be permanently filled. The Department shall evaluate the impact of the vacancy on this Contract and respond accordingly.

Positions
Program Director
Nursing Staff
MD (Designated Health Authority)
DMHA (Designated Mental Health Authority)

VI. SERVICE LOCATION

A. Location Services are to be Provided

The program shall be located in a Department owned or leased building in Circuit 19 in the South Residential Region at the following address: 1117 Northeast 39th Boulevard, Okeechobee, Florida 34972.

B. Specified Time of Service

The Provider shall provide a program utilizing evidence-based treatment and practices to serve 24 girls, between the ages of 13 to 18 requiring MHOS, 24 hours per day, 7 days per week.

C. Changes in Service Delivery Location(s)

The Provider shall notify the Contract Manager in writing a minimum of 10 days prior to making any changes at the corporate office that will affect the Department's ability to contact the Provider by telephone, facsimile, or mail. However, the service location shall not change unless approved by the Department.

D. Property

1. Expendable Property – Food Items

The Provider shall ensure that, upon completion or termination of the Contract, there is a 30-day supply of staple food items/products on hand at the facility.

2. Non-Expendable Tangible Personal Property

- a. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:

1. Expenditure of funds provided by the Department under a cost-reimbursement Contract.
 2. Expenditure of funds provided by the Department as "pre-operational."
 3. Expenditure of funds provided by the Department as operational expense dollars.
- b. All state-furnished property acquired by the Provider through funding sources identified above, with a cost of **\$1,000** or more and lasting more than one year, and hardback-covered bound books costing **\$250** or more, shall be accounted for in accordance with chapter 10.300, Rules of the Auditor General. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted or surplused under the terms of this Contract, shall be returned to the Department upon Contract termination. Any replacements shall be in equal or greater value when returned to the Department. Upon delivery of Department-Furnished Property to the Provider, the Provider assumes the risk and responsibility for its loss and damage.
- c. All state-furnished property with a cost of **\$100** or more, but less than **\$1,000** shall be accounted for by the Provider using a system developed by the Provider and approved by the Department. The Provider property accountability system shall contain, at a minimum: item number; item description; physical location of the property; serial or manufacturer's number; name, make, or name of manufacturer; model year; date purchased; method of procurement; and condition of property. The system shall be designed to reflect any changes to the status of property such as condition or disposition. All such property shall be either returned to the Department upon Contract termination or disposed of as instructed by the Department. Any replacements shall be in equal or greater value when returned to the Department.
- d. The Provider shall submit to the Contract Manager, on a quarterly basis, a listing of all items purchased that quarter for the program. The listing shall include a statement as to whether the items were purchased with Department or Provider funds and include supporting documentation of funds used.
- e. The Provider shall not dispose of state-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
- f. The Provider shall not use any state-furnished property for any purpose except the delivery of services identified in this Contract.
- g. The Provider shall submit a final inventory report for approval by the Department at conclusion of the Contract.
- h. The Provider shall submit an annual joint inventory report of all state-furnished property and all Provider-owned property located at the facility to the Contract Manager.
- i. The Provider shall report annually to the Contract Manager an inventory of all State-titled vehicles or other vehicles purchased with State funds. The Provider shall maintain a monthly vehicle log for each vehicle and submit the completed log to the Contract Manager by the 5th day of each month. When utilizing State-furnished vehicles the Provider shall comply with the Department's Vehicle Operations Policy and Fleet Management Manual. The Department has furnished the Department-furnished tangible personal property identified in Exhibit 5 for use with this Contract.
- j. The Department found it necessary to purchase property through the Provider as opposed to direct acquisition for the following reason(s):
1. The property is solely intended for use by the Provider in the delivery of the contracted services. The same or different Providers under subsequent continuing Contracts intend continued use of this property throughout its useful life. It is not intended for direct use by Department staff.
 2. The property is critical to the delivery of the contracted services and the Department more appropriately identifies the cost as a Contract cost rather than Operating Capital Outlay.

3. Direct purchase by the Provider is more efficient than Department purchase, which would include additional costs for storage, delivery, retrieval, disposal, etc.

E. Facility Standards, Department Property, Maintenance and Repair

The facility provided for use in connection with this Contract is state owned or leased. The Provider shall comply with standards required by fire and health authorities. The Provider shall ensure that all buildings and grounds, equipment and furnishings are maintained in a manner that provides a safe, sanitary, and comfortable environment for youth, visitors, and employees. The Provider shall be responsible payment of utility services including, but not limited to, water, sewer, waste disposal, electric, gas and telephone services as well as any deposits required by a utility company related to services under this Contract.

1. Department-Furnished Property
 - a. The Provider shall keep records of all maintenance and repairs on all state-owned or leased facilities and grounds and shall give the Department reasonable opportunity to inspect such records. The Provider shall deliver the related records to the Department when requested. Record submittal is mandatory upon Contract termination.
 - b. The Provider may not place any type of structure on, or make alterations to, Department furnished land or other property, without first having obtained the written approval from the Department's Bureau of General Services, Facility Services representative.
 - c. Upon possession of Department-furnished property by the Provider, the Provider assumes the risk and responsibility for its loss and damage. At the expiration or termination of the Contract the Provider shall return the state-owned or leased facility and grounds to the Department in the same condition as on the initial date of this Contract, normal and ordinary wear and tear excluded. Failure to return the property in the condition required by this Contract shall result in the Department withholding payment of invoices in the amount required to reimburse the Department for repair or replacement costs. Notwithstanding any other provision in this Contract to the contrary, the Provider is liable for all consequential damages resulting from the Provider's failure to comply with the requirements of this Contract to maintain and repair the facility, grounds, utilities and equipment furnished by the Department.
 - d. Title to Department furnished property shall remain with the Department. The Provider shall use the Department-furnished property only in connection with this Contract.
2. Minor Maintenance and Repair Work
 - a. The Provider shall protect, preserve, maintain (including normal parts replacement), and repair the facilities and grounds in accordance with industry standards and all applicable building codes and ordinances. All such maintenance and repair with a cost per incident of less than **\$1,000.00** shall be considered *Minor Maintenance and Repair Work*.
 - b. Minor Maintenance and Repair Work includes, but is not limited to:
 - 1) Interior maintenance and repairs in accordance with generally accepted good practices, including repainting, worn or damaged floor coverings, lighting fixtures, and interior equipment and appliances as may be necessary due to normal usage;
 - 2) Repair or replacement of fire and security alarm systems;
 - 3) Replacement of broken windows;
 - 4) Maintenance of interior and exterior grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted;
 - 5) Furnishing of pest control services;
 - 6) General repair and maintenance of heating/ventilation and air-conditioning system, including but not limited to filter replacement, annual inspections and cleaning of entire system and repair/replacement of parts as required;
 - 7) Repair of normal exterior structural wear and tear;
 - 8) Inspection and replacement of general electrical repair;
 - 9) Inspection and replacement general plumbing repair;

- 10) Hardware repair;
 - 11) All site maintenance including, but not limited to, lawn and grass care, care of all shrubs and landscaping and storm water ponds; and
 - 12) Any other item normally required in maintenance for the proper operation of the facility.
3. Major Maintenance and Repair Work
- a. The Provider shall utilize the Major Maintenance and Repair Fund (Fund) described below only to pay for Major Maintenance and Repair Work on state owned facilities. Maintenance and repair work with a per incident cost in excess of **\$1,000.00** and as further described below shall be considered *Major Maintenance and Repair Work*. The Provider shall not accumulate or group required maintenance and repair in such a way that maintenance and repair items exceed the **\$1,000.00** per incident cost. The Provider shall promptly report to the Department damages requiring major emergency repairs on all state owned or leased facilities and grounds.
 - b. On the first day of each month after the effective date of the Contract, the Provider shall deposit in the Major Maintenance and Repair Reserve **(FILL IN (Formula: Annual Contract Amount (Excluding Overlay Services x .005 = Total Divided by 12)** per month. This shall be an interest bearing account created solely to maintain the Fund for that program. The amount shall reflect in the provider's submitted budget and shall be responsive and responsible in accordance with chapter 287, Florida Statutes. Monies in this Fund shall not be commingled with any other funds. The Provider shall have no rights to use the Fund or earnings except as set forth herein. The Provider shall provide bank account statements and reconciliation of fund balances to the Contract Manager each month. The balance remaining in the Fund at Contract termination shall be transferred to the succeeding Provider for that program or as directed by the Department.
 - c. Requests for payment from the Fund shall be submitted to the Department Contract Manager for approval by the Department before the repair is made, except in the case of a valid emergency, upon which case notice shall be give as soon as practicable. The request must describe the required repair and state the maximum cost. The request by the Provider and approval by the Department must be in writing. Upon receipt of that approval, the Major Maintenance and Repair Work cost shall be paid by the Provider, from the Fund.
 - d. *Major Maintenance and Repair Work* includes, but is not limited to:
 - 1) Heating, ventilation and air conditioning system;
 - 2) Electrical system fixtures and equipment;
 - 3) Plumbing systems, fixtures and supply and waste lines;
 - 4) Utility conversions;
 - 5) Roof;
 - 6) Major interior and exterior repainting;
 - 7) Waste water treatment systems;
 - 8) Emergency back up systems repair and maintenance or replacement;
 - 9) Life safety systems, repair or replacement; and
 - 10) Electronic security systems, repair or replacement.

F. Occupancy Clause

The Provider shall not be entitled to payment for program operations until proof of compliance with the following conditions, if applicable, is submitted to the Department:

1. A current Certificate of Occupancy for a Provider-owned or leased facility has been issued by the building authority;
2. All permits and fees have been paid;
3. All safety and security systems and equipment are installed and operational in Provider-owned or leased facilities, and;
4. Proof of required fire and liability insurance coverage is presented to the Department.

VII. DELIVERABLES**A. Detail of a Service Unit****1. Filled Beds**

a. A filled bed is defined as a bed that is occupied by a youth. There are some cases where youth are absent from the program but the Department still considers the bed to be filled. In these cases the Department will pay the Provider at the filled bed rate. These cases include:

- 1) Youth participating in an approved program activity
- 2) Youth participating in approved home or work visits
- 3) Youth participating in other approved travel
- 4) Youth transported to court appearances
- 5) Youth placed in Detention not to exceed 48 hours

b. In the case of a youth placed in a medical or mental health program that is gone less than 5 days the bed shall be considered filled and the Department will pay the Provider at the filled bed rate. For medical or mental health placements that exceed 5 days, the Provider shall notify the Commitment Manager Supervisor in the region, who will notify the Regional Director. The Department shall advise the Provider of the decision whether to consider the bed filled or unfilled.

2. Unfilled and Available Beds

a. An unfilled, available bed is defined as a bed that is not occupied by a youth (youth released from the program) and is not vacant due to the Department's decision to suspend admissions due to safety/security issues or concerns.

b. The Provider shall make the contracted number of beds continuously available throughout the term of the contract. A bed is "available" only if the Provider could accept a juvenile for admission to the program and the youth could receive all services described in the contract with 48 hours notice.

c. It is the responsibility of the Provider to notify the Department when the contract beds are not available. It is further the responsibility of the Provider to reduce the monthly invoice when beds are not available; however, the Department reserves the right to reduce the monthly invoice if the Provider fails to do so.

d. The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract.

e. Invoices for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

f. The Provider shall deliver all services as outlined above.

g. Mental Health Overlay Services (MHOS) Reimbursement
Reimbursement for mental health overlay services shall be based on the following:

- 1) Reimbursement shall be made for mental health overlay services for each day a youth receives treatment services.
- 2) The Department shall only pay for allowable mental health overlay services.
- 3) Mental health overlay services shall be provided by a licensed mental health professional or unlicensed mental health professional working under the direct supervision of a licensed mental health professional as defined in the DJJ Mental Health and Substance Abuse manual (Revised August 2006 with March 2007 and April 2007 Updates) and in accordance with Attachment II of this contract and must be documented in the youths' official record.

B. Reports

The Department will require progress or performance reports throughout the term of the Contract. Following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

Provider

Name
 Provider
 Address
 City, State, Zip
 Telephone: (XXX) XXX-XXXX
 E-mail: UserNameHere@Domain

Department

Name
 Provider
 Address
 City, State, Zip
 Telephone: (XXX) XXX-XXXX
 E-mail: UserNameHere@Domain

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

1. Invoice
 A properly prepared invoice shall be submitted directly to the Contract Manager within ten (10) business days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, Florida Statutes and any interest due shall be paid pursuant to section 55.03(1), Florida Statutes. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 800-848-3792.
2. Youth Census Report
 A complete list of youth provided services required under the terms and conditions of this Contract during the service period detailed on the invoice shall be furnished. At a minimum, the Census Report shall include the youth name, juvenile justice identification number, date of service, and the service required by the Contract that was provided.
3. Proof of Insurance
 A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Contract.
4. Subcontract(s)
 A copy of all subcontracted agreements entered into by the Provider and a subcontractor for services required of the Provider via this Contract, shall be submitted to the Department in advance for approval. A signed copy of the subcontract approved by the Department shall be provided to the Department's Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.
5. Organizational Chart
 The Provider's organizational chart shall be provided upon execution of this Contract, annually, and upon changes. The organizational chart shall include the programmatic and administrative structure of the Provider's organization.
6. Certified Minority Business Enterprise (CMBE)
 The Provider shall submit to the Contract Manager, along with each monthly invoice, a copy of Exhibit 3, Florida MBE Utilization Report – available at: <http://www.djj.state.fl.us/providers/contracts/index.html>, listing all payments made for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.
7. Information Resource Request (IRR)
 The Provider shall receive written approval from the Department prior to the purchase of Information Resource Request (IRR) components used in the performance of contractual obligations under this Contract when the cumulative total cost is equal to or greater than five hundred dollars (\$500.00). The Provider shall secure written approval by means of a Department IRR form before the purchase of information technology components. The Contract Manager will serve as the liaison between the Provider and the Department's Management Information System (MIS) bureau during the completion of the IRR process. The IRR form is available in the Department's Forms Library. The use of contract funds for the purchase of IRR components must be approved by the Contract Manager as appropriate and allowable under the terms of the Contract.

8. **Continuity of Operations Plan (COOP)**
Prior to the delivery of service, the Provider shall submit a COOP, which provides for the continuity of Contract services in the event of a manmade/natural disaster/emergency. The Department approved Plan format can be found on the Department's website. Additional information can be found in *FDJJ 1050, Continuity of Operations Plans*.
9. **Health Services Statistical Report**
The Provider shall enter information in Residential Services Monitoring System (RSMS/JJIS) each month. This report gathers the following information: Medical grades, physical conditions, Assessments/Evaluations, Sick Call, Medication, Psychotropic Medication, On-Site/Off-Site Injuries, Off-Site Services and Risk Reduction Data.
10. **Department-Furnished Property Inventory**
A list of all property funded by the Department to be accounted for periodically and when program is competitively procured.
11. **Quarterly Purchase Report – as described in Section VI.D.2. Non-Expendable Tangible Personal Property**
12. **Office of the Inspector General Background Investigations – Annual Affidavit of Compliance with Good Moral Character Standards**
13. **Substance Abuse Treatment Report**
The Provider shall enter information in RSMS (Treatment Services) related to youth receiving substance abuse treatment that will auto-populate a report outlining youth receiving services each month.
14. **Monthly Statistical Report**
The Provider shall enter information in RSMS each month. This report gathers the following information: general program information, personnel data (list of all vacant program positions required by this Contract by position title), PAR incidents, CCC Incidents, Law Enforcement Issues, Health statistics, inspections, maintenance and program releases.
15. **Staff Verification System (SVS)**
The Provider shall enter information as required in the SVS and this information is verified periodically by the contract manager.
16. **Budget**
The Provider shall outline projected expenditures annually or within 30 days upon change in contract amount.

The Provider shall submit the following reports. Any payment due under the terms of this Contract may be withheld until the Provider complies with the requirements of this Contract, including submittal of all reports due from the Provider.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Invoice	Monthly	10 th day of the following reporting month	Contract Manager
Youth Census Report	Monthly	10 th day of the following reporting month	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution	Upon execution	Contract Manager
Staff Vacancy Report	Monthly	10 th day of the following reporting month	Contract Manager
CMBE Utilization Report	Monthly	10 th day of the following reporting month	Contract Manager
Information Resource Request (IRR)	As needed	Prior to the purchase of information technology soft/hardware	Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to the delivery of services and July 1st	Contract Manager

Health Services Statistical Report	Monthly	Direct entry in RSMS by the 5 th of each month for the preceding month.	Contract Manager
Department-Furnished Property Inventory	Annually	January – April each year.	Contract Manager
Quarterly Purchase Report	Quarterly	10 th day of the following reporting month	Contract Manager
Office of the Inspector General Background Investigations – Annual Affidavit of Compliance with Good Moral Character Standards	Annually	December 31 of each calendar year.	Contract Manager
Substance Abuse Treatment Report	Monthly	Direct entry by the 10 th of each month in RSMS for the preceding month, attached to the invoice at time of submission.	Contract Manager
Monthly Statistical Report	Monthly	Direct entry by the 10 th of each month in RSMS for the preceding month, attached to the invoice at time of submission.	Contract Manager
Staff Verification System (SVS)	As Needed	Information should be entered on an as-needed basis; a monthly review of SVS must be conducted by the Provider to ensure accuracy.	Contract Manager
Budget	Annually and upon any change in contract amount	Within 30 days of any increase upon or decrease in contract amount and on October 1 of each year	Contract Manager

Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Contract Manager will approve or reject deliverables and reports.

VIII. PERFORMANCE MEASURES

A. Program Measures

1. The Provider shall utilize methods to measure and capture performance data for each youth, while maintaining the mutually agreed upon continuity of service outlined in the Services to be Provided and other contractual service requirements described in this contract.
2. Consistent with the requirements set forth by the Department, the Provider shall report PB2 data elements with direct entry in to the Department's Juvenile Justice Information System (JJIS) web site. The Provider shall comply with current reporting requirements pertaining to PB2 measures (i.e. reporting to the Central Communications Center for youth escapes and youth-on-staff and youth-on-youth batteries).

B. Outcome Evaluation

1. The Department shall conduct outcome evaluation, recidivism studies, and other program assessments. These evaluations and studies will consider the content of the program, program components, and the duration of the program. The Department may request program and performance data from the Provider in order to conduct evaluations, studies, or assessments of programs and program service delivery.
2. The data gathered from PB2, outcome evaluation, recidivism studies, and other program assessments will be used by the Department for long-term program planning, performance-based budgeting, and legislative budget requests. The results may be used in the rating of the program for its future funding.

C. Pre-Operational Review

Prior to a Provider assuming operation of an existing program or opening of a new program, the Department may conduct a Pre-Operational Review. This Pre-Operational Review should take place approximately 30 days prior to the operations (youth admissions) of the program to ensure the Provider is ready to begin service delivery and programmatic operations. If the Department determines that the findings of the Pre-Operational Review indicate deficiencies that merit delaying the opening of the program, contract actions may be taken to delay the admissions of youth or delay payment of operational funds pending corrective action by the Provider. A copy of a Pre-Operational Review document will be provided to the Provider upon execution of the Contract.

**ATTACHMENT II
MENTAL HEALTH OVERLAY SERVICES (MHOS)**

Mental Health Overlay Services shall be provided in accordance with this Scope of Services, the Department's Mental Health and Substance Abuse Services Manual (Revised August 2006 with March 2007 and April 2007 updates), applicable provisions of the Department's Health Services Manual (Revised October 2006 with April 2010 Updates) including, but not limited to, Chapter 12, and applicable Department rules.

I. MENTAL HEALTH OVERLAY SERVICES (MHOS)

- A. Mental Health Overlay Services (MHOS) are provided to youth with a moderate to serious mental disorder and may have a co-occurring substance-related disorder. Programs providing Mental Health Overlay Services (MHOS) must be staffed by mental health clinical personnel who work under the direct supervision of a licensed mental health professional, and must provide substance abuse treatment services in accordance with Rule 65D-30.003(15), Florida Administrative Code.
- B. Target Population
1. Youth with a DSM-IV-TR Axis I or Axis II mental disorder who demonstrate moderate to serious symptoms of mental disorder and impairment in social, emotional, and adaptive functioning. The functional impairment is such that a more intensive level of care is not considered clinically necessary. Youth typically have a DSM-IV-TR Axis V Global Assessment of Functioning (GAF) Scale Score between 41-60.
 2. DSM-IV diagnoses include but are not limited to: Posttraumatic Stress Disorder, Major Depressive Disorder or Dysthymia, Bipolar Disorder, Attention Deficit Hyperactivity Disorder, Intermittent Explosive Disorder, Adjustment Disorder with Depressed Mood, Borderline Personality Disorder. Youth may also be diagnosed with a substance-related disorder (e.g., substance abuse, substance dependence).
 3. Admission Considerations:
 - a. The youth demonstrates symptoms consistent with a DSM-IV-TR mental disorder. (The youth must have a diagnosed DSM-IV-TR mental disorder to be eligible for MHOS).
 - b. The youth's GAF or CGAS is below 60. (The GAF or CGAS is typically between 41 and 60).
 - c. The youth may have a co-occurring diagnosed substance-related disorder. However, substance abuse is not the youth's primary disorder.
 - d. The youth is not in need of a more intensive level of treatment at this time.
 - e. The youth typically demonstrates at least one of the risk factors below:
 - 1) History of unpredictable, risk-taking or problematic behaviors related to the youth's emotional disturbance.
 - 2) History of suicide gesture, attempt or self-injurious behavior or current ideation related to suicidal or self-injurious behavior, but is not currently in need of acute care.
 - 3) History of physical aggression or violent behavior toward people, animals and/or property, or current threats of aggression.
 - 4) History of running away from home or placements or current verbal threats.
 - 5) History of physical abuse or sexual victimization.
 - f. The youth's symptoms and functional impairment indicating the need for on-going mental health and/or substance abuse treatment services should be well documented.

- C. Clinical Staffing (Contracted or Employed)
1. Clinical Staff Requirements:
 - a. Designated Mental Health Authority:
The Provider shall designate a single licensed mental health professional as the Designated Mental Health Authority. The role and function of the Designated Mental Health Authority shall be clearly articulated in a written agreement between the Provider and the Designated Mental Health Authority. There must be clear organizational lines of authority and communication between the Designated Mental Health Authority and the clinical staff who are delivering on-site mental health and substance abuse services in the program.
 - b. Licensed Mental Health Professional:
A licensed mental health professional must be on-site at least 5 days a week.
 - c. Clinical Counselors/Therapists:
A licensed mental health professional or a non-licensed mental health clinical staff person working under the direct supervision of a licensed mental health professional must be on-site at least 5 days a week to provide counseling/therapy. Counselors providing mental health services must work under the direct supervision of a licensed mental health professional.
 - d. Substance abuse services must be provided in accordance with Rule 65D-30.003(15), Florida Administrative Code. Thus, a substance abuse counselor must be an employee of a facility or service Provider licensed under chapter 397 or must be an individual licensed under chapter 458, 459, 490 or 491, Florida Statutes.
 - 1) The counselor's caseload shall not exceed 16 youth.
 - 2) Group counseling/therapy sessions shall not exceed 10 participants with mental health diagnoses and not exceed 15 youth with substance abuse diagnoses.
 - e. Psychiatrist:
A licensed psychiatrist (a physician licensed under chapter 458 or 459, Florida Statutes, who is board certified in Child and Adolescent Psychiatry or Psychiatry by the American Board of Psychiatry and Neurology or has completed a training program in Psychiatry approved by the American Board of Psychiatry and Neurology for entrance into its certifying examination) must be on-site bi-weekly, at a minimum, and also must be available 24 hours a day for consultation. (Preferably a board certified child and adolescent psychiatrist).
 - f. Psychologist:
A licensed psychologist under chapter 490, Florida Statutes, must be available, as needed.
 2. Mental Health Clinical Staff Qualifications:
 - a. Licensed Mental Health Professional:
A psychiatrist licensed under chapter 458 or 459, psychologist licensed under chapter 490, mental health counselor, clinical social worker or marriage and family therapy licensed under chapter 491, or psychiatric nurse as defined in chapter 394.455(23), Florida Statutes.
 - 1) The licensed mental health professional must be on-site at least 5 days of the week.
 - 2) The licensed mental health professional must provide at least one hour of direct supervision per week for each non-licensed mental health clinical staff person.

- b. **Non-Licensed Mental Health Clinical Staff:**
A mental health clinical staff person, if not otherwise licensed, must have, at a minimum, a Bachelor's Degree from an accredited university or college with a major in psychology, social work, counseling or a related human services field. A related human services field is one in which major course work includes the study of human behavior and development, counseling and interviewing techniques, and individual, group or family therapy.
- c. A non-licensed mental health clinical staff person providing mental health services in the program must meet one of the following qualifications:
 - 1) Hold a Master's Degree from an accredited university or college in the field of counseling, social work, psychology, or related human services field; or
 - 2) Hold a Bachelor's Degree from an accredited university or college in the field of counseling, social work, psychology or related human services field and have two years experience working with (e.g., assessing, counseling, treating) youth with serious emotional disturbance or substance abuse problems; or
 - 3) Hold a Bachelor's Degree from an accredited university or college in the field of counseling, social work, psychology or related human services field and have 52 hours of pre-service training prior to working with (e.g., assessing, counseling or treating) youths. The 52 hours of pre-service training must include a minimum of 16 hours of documented training in their duties and responsibilities. When pre-service training has been successfully completed, the non-licensed person may begin working with youth, but must be trained for one year by a mental health staff person who holds a Master's Degree. Pre-service training must cover at a minimum: basic counseling skills, basic group skills, program philosophy, therapeutic milieu, behavior management, client rights, crisis intervention, early intervention and de-escalation, documentation requirements, normal and abnormal adolescent development and typical behavior problems.
 - 4) The non-licensed mental health clinical staff person must work under the direct supervision of a licensed mental health professional.
 - 5) Direct supervision means that the licensed mental health professional has at least one hour per week of on-site face-to-face interaction with the non-licensed mental health clinical staff person for the purpose of overseeing and directing (as permitted by law within his or her State of Florida licensure) the mental health services that the non-licensed mental health clinical staff person is providing in the facility.
 - 6) The licensed mental health professional must ensure that mental health clinical staff (whether licensed or non-licensed) working under their supervision are performing services that they are qualified to provide based on education, training and experience.
- 3. A mental health treatment service must be provided by a mental health clinical staff person on-site for each day that the MHOS service is billed.
- 4. **Substance Abuse Clinical Staff:**
 - a. Substance abuse services must be provided in accordance with Rule 65D-30.003(15), Florida Administrative Code, which states the following:
 - b. "Licensing of Department of Juvenile Justice Commitment Programs and Detention Facilities. In those instances where substance abuse services are provided within Juvenile Justice Commitment programs and

detention facilities, such services may be provided in accordance with any one of the four conditions described below.

1. The services must be provided in a facility that is licensed under chapter 397, Florida Statutes, for the appropriate licensable service component as defined in subsection 65D-30.002(16), Florida Administrative Code.
 2. The services must be provided by employees of a service provider licensed under Chapter 397.
 3. The services must be provided by employees of the commitment program or detention facility who are qualified professionals licensed under chapters 458, 459, 490 or 491, Florida Statutes.
 4. The services must be provided by an individual who is an independent contractor who is licensed under chapters 458, 459, 490, or 491, Florida Statutes.”
- b. Thus, substance abuse services must be provided by employees of a service provider licensed under chapter 397, Florida Statutes, or in a facility licensed under chapter 397, Florida Statutes [as specified in condition (a) or (b) of Rule 65D-30.003 (15), Florida Administrative Code], or by a qualified professional licensed under chapter 458, 459, 490 or 491, Florida Statutes, (a physician licensed pursuant to chapter 458 or 459; a psychologist licensed pursuant to chapter 490; or a mental health counselor, clinical social worker or marriage and family therapist licensed pursuant to chapter 491) [as specified in conditions (c) or (d), of Rule 65D-30.003 (15), Florida Administrative Code].
- c. A non-licensed substance abuse clinical staff person may provide substance abuse services in a Department facility or program only as an employee of a service provider licensed under chapter 397, Florida Statutes, or a facility licensed under chapter 397. The non-licensed substance abuse clinical staff person must hold a Bachelor’s Degree from an accredited university or college with a major in psychology, social work, counseling or related human services field and meet the training requirements provided in Rule 65D-30, Florida Administrative Code, and work under the direct supervision of a qualified professional under section 397.311(25), Florida Statutes.

D. Clinical Services

1. The Provider must offer the following services:
 - a. Mental Health and Substance Abuse Assessments/Evaluations;
 - b. Individualized mental health/substance abuse treatment planning and review;
 - c. Individual, group and/or family therapy (group therapy shall not exceed 10 participants with mental health diagnoses and not exceed 15 youth with substance abuse diagnoses). Therapy shall be provided to each youth at least 5 days of the week);
 - d. Daily (7 days a week) therapeutic activities (psychosocial skills training, psycho-education, supportive counseling) provided by a mental health clinical staff person;
 - e. Individualized behavior modification and behavior therapy for youth who demonstrate self-destructive or violent behavior such as self-mutilation or rage outbursts);
 - f. Crisis intervention and crisis management;
 - g. Suicide prevention services;
 - h. Psychiatric services as needed, and is required for youth receiving psychotropic medication. Psychiatric services shall be provided on-site at least bi-weekly (every 2 weeks);
 - i. Substance abuse services for youth with co-occurring substance-related disorder;

- j. 24-hour response capability with access to acute care setting and mental health and substance abuse emergency management services.
 - 2. The Provider must have the capability to provide:
 - a. Bio-psychosocial assessments;
 - b. A therapeutic environment with an identified mental health treatment orientation.
- E. Required Components
 - 1. Mental health and substance abuse screening at the time of admission;
 - 2. Comprehensive mental health/substance abuse evaluations or updated evaluations;
 - 3. Mental health/substance abuse treatment planning, updating and review;
 - 4. Provision of individualized mental health/substance abuse treatment interventions for each youth;
 - 5. Psychiatric services as needed, and is required for youth receiving psychotropic medication; a psychiatrist must be on-site bi-weekly, at a minimum, to provide psychiatric evaluations, medication management and to participate in treatment planning.
 - 6. Intensity of mental health and/or substance abuse treatment services governed by the youth's individualized treatment plan.
 - 7. Documentation of services:
 - a. Assessments/Evaluations which include the youth's DSM-IV diagnosis, risks and functional status, completed and/or reviewed and signed as reviewer by a licensed mental health professional;
 - b. Individualized mental health/substance abuse treatment plans which include the signature of the youth and, when possible, the parent or legal guardian;
 - c. Summary of treatment team meetings and reviews;
 - d. Documentation of daily mental health and/or substance abuse treatment services;
 - e. Weekly progress notes summarizing mental health treatment/interventions delivered, the youth's response to interventions, significant events occurring during the week;
 - f. Documentation of medication management and review;
 - g. Documentation of crisis intervention/emergency services.
 - 8. Mental Health Overlay Services (MHOS) Reimbursement
Reimbursement for mental health overlay services shall be based on the following:
 - a. Reimbursement shall be made for mental health overlay services for each day a youth receives treatment services. MHOS reimbursement will be provided for a "service day" only when the youth has received an on-site mental health overlay service on that day.
 - b. The Department will only pay for allowable mental health overlay services.
 - c. Mental health overlay services shall be provided by a licensed mental health professional or non-licensed mental health clinical staff person working under the direct supervision of a licensed mental health professional as defined in the Department's Mental Health and Substance Abuse Manual (Revised August 2006 with March 2007 and April 2007 updates) and in accordance with this Scope of Services and must be documented in the youths' official clinical record.

**ATTACHMENT III
BEHAVIORAL HEALTH OVERLAY SERVICES**

Behavioral Health Overlay Services (BHOS)

- A. Behavioral Health Overlay Services (BHOS) shall be designed to meet the individual needs of youth who have substance abuse and/or mental health disorders. Behavioral Health Overlay Services shall be delivered in accordance with chapter 394, Florida Statutes; chapter 397, Florida Statutes; Rule 65D-30.003(15), Florida Administrative Code; the Florida Medicaid Community Behavioral Health Coverage and Limitations Handbook and other related policies and is subject to audit by the funding agency.
- B. Delinquent youth that receive Behavioral Health Overlay Services (BHOS) must meet eligibility criteria provided in the Florida Medicaid Community Behavioral Health Services Coverage and Limitations Handbook.
- C. The recipient must meet the diagnostic eligibility criteria described in Number 1 or 2 in Section A and one of the four risk factors in Section B.

Section A: Diagnostic Criteria

1. Have an ICD-9-CM diagnosis of 295.0 through 298.9 (psychotic disorder, major depression or bipolar disorder).
OR
2. Have an ICD-9-CM diagnosis in the following range: 294.8, 294.9, 300 through 301.9, 307.1, 307.23, 307.5 through 307.7, 308.0 through 312.4, 312.81 through 314.9; and 303.0 through 305.9; and
 - a. have been enrolled in a special education program for the seriously emotionally disturbed or emotionally handicapped;
OR
 - b. have scored a 60 or below on the Axis V Global Assessment of Functioning Scale or CGAS within the last six months. The justification for the score must be well documented and detailed on the certification form.

Section B: Risk Factors

1. Has a history of suicidal gesture, attempt or self-injurious behavior or current ideation related to suicidal or self-injurious behavior, though not be currently in need of acute care.
 2. Has a history of physical aggression or violent behavior toward people, animals and property. This risk may also be evidenced by current threats of such aggression.
 3. Has a history of running away from home or placements or current verbal threats to run away on one or more occasions.
 4. Has a history, or recent occurrences of sexual aggression or victimization.
The recipient's risk factor(s) must be documented and detailed on the certification form.
- D. Youth eligible for a substance abuse treatment bed/slot funded under BHOS must have a diagnosed ICD-9-CM or DSM-IV-TR substance related disorder and have a Global Assessment of Functioning (GAF) or Children's Global Assessment Scale (CGAS) of 60 or below within the last six months and must be at risk due to one of the risk factors listed above and as specified in the Florida Medicaid Community Behavioral Health Services Coverage and Limitations Handbook. The youth may also have a co-occurring mental disorder. However, substance abuse must be the primary disorder.
- E. BHOS-Substance Abuse Treatment Services
The Provider shall provide a broad spectrum of substance abuse treatment services. These services shall include, but are not limited to:
1. Substance abuse screening upon admission to determine if there are any immediate substance abuse needs;
 2. Comprehensive substance abuse evaluation/assessment performed by qualified substance abuse professionals;
 3. Substance abuse treatment planning;
 4. Daily substance abuse therapeutic services (substance abuse education, skills training and/or relapse prevention activities. Skills training shall include, but is not limited to, substance refusal skills, coping skills, interpersonal problem-solving skills, life skills, symptom management and steps to recovery);
 5. Substance abuse counseling (i.e., individual, group and/or family therapy) (at least 5 days of the week);
 6. Substance abuse transition/discharge planning;
 7. Crisis Intervention and Suicide Prevention Services;
 8. Emergency substance abuse care and

9. Mental health evaluation and treatment shall be provided for youth with co-occurring mental disorder;
- F. Substance abuse services shall be provided by a licensed service provider as specified in Rule 65D-30.003(15) condition (a) or (b), or a qualified professional licensed under chapter 458, 459, 490 or 491, Florida Statutes, as specified in Rule 65D-30.003(15), condition (c) or (d).
- G. A non-licensed substance abuse clinical staff person may provide substance abuse services in a DJJ residential commitment program only as an employee of a service provider licensed under chapter 397 or in facility licensed under chapter 397, Florida Statutes. The non-licensed substance abuse clinical staff person must hold a Bachelor's degree from an accredited university or college with a major in psychology, social work, counseling or related human services field and meet the training requirements provided in Rule 65D-30 Florida Administrative Code.



EXHIBIT 1
FLORIDA DEPARTMENT OF JUVENILE JUSTICE
INVOICE FOR FIXED PRICE OR FIXED FEE CONTRACT/GRANT

SECTION I:

Provider (Payee) Name:		Contract/Grant No.:	
Remittance Address:		Invoice Date:	
Program Name:		Service Period:	
Service Address:			

SECTION II:

A	B	C	D	E
Unit of Service or Description	Total Number of Units	Total Number of Days	Unit Costs	Total Costs
Payment Amount Requested				<input type="text"/>

SECTION III:

CERTIFICATION			
I certify that the expenditures incurred under this contract/grant are for commodities or services, which are reasonable, necessary, allowable and allocable, and the expenditures directly relate to the purpose of the contract/grant. I certify that the services this individual or entity have provided services in accordance with the terms and conditions specified in the contract/grant. I certify that this individual or entity, in accordance with the terms and conditions specified in the contract/grant, maintains any documents and proof of payment supporting the expenditures.			
Signature of Provider Agency Official	Type or Print Name & Title	Telephone & Ext.	Date

SECTION IV:

FOR DEPARTMENT USE ONLY							
Date Invoice Was Received	Date Goods Or Services Were Received	Date Goods Or Services Were Inspected And Approved	SIGNATURE Of Person Approving Invoice For Payment	PRINT Name Of Person Approving Invoice	Telephone	Signature Date	
Org Code	Exp Option	Object Code	Amount	Org Code	Exp Option	Object Code	Amount
1.			\$	4.			\$
2.			\$	5.			\$
3.			\$	6.			\$

**CONTRACT CENSUS REPORT
EXHIBIT 2**

PROGRAM NAME: _____ CONTRACT NO.: _____ FOR THE MONTH OF: _____

CLIENT NAME	CLIENT ID NUMBER	DAYS OF THE MONTH																														CLIENT DAYS					
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		31				

**EXHIBIT 3
FLORIDA MBE UTILIZATION REPORT**

CONTRACT #: _____ **CONTRACT MANAGER:** _____

REGION: _____ **CIRCUIT:** _____ **LOCATION (COUNTY):** _____

PROGRAM NAME: _____

PROVIDER NAME: _____ **INVOICE MONTH:** _____

ADDRESS: _____ **INVOICE AMOUNT:** _____

TELEPHONE: _____ **CONTRACT AMOUNT:** _____ **(ANNUAL) BUSINESS CLASSIFICATION CODE** _____

**** (ENTER CODES H through R FROM SCHEDULE BELOW, AND FILL IN LINES 1 through 5 IN THE SUBCONTRACTOR TABLE)**

Business Classification

- A – Non Minority
- B – Small Bus (State)*
- C – Small Bus (Federal)
- E – Government Agency (local)
- G – P.R.I.D.E. M – Non Minority Women
(Formerly American Women)

Certified MBE**

- H – African American
- I – Hispanic
- J – Asian/Hawaiian
- K – Native American
- R – Non Minority Women
(Formerly American Women)

Non Certified MBE**

- N – African American
- O – Hispanic
- P – Asian/Hawaiian
- Q – Native American

Non Profit Organization

- S – 51% or more Minority Workforce
- T – 51% or more Minority Workforce

(*Defined as 200 employees or less, \$5 million or less net worth and domiciled in Florida)

INSTRUCTIONS

PROVIDER: Complete this form monthly and submit along with your regular invoice to ensure prompt payment.

CONTRACT MANAGER: Forward this form along with invoice to Finance and Accounting.

	ENTER MBE SUBCONTRACTOR NAME	SPURS, SSAN, OR FEID VENDOR #	CMBE/ MBE CODE (H-R)	SUBCONTRACTED PLAN AMT.	AMT. PAID TO MBE SUBCONTRACTOR IN THE CURRENT MONTH	SUBCONTRACT PLAN BALANCE
1						
2						
3						
4						
5						

PROVIDER CERTIFICATION: I certify that the above information is true and correct to the best of my knowledge.

PROVIDER SIGNATURE: _____ **TITLE** _____

PRINT NAME: _____ **DATE:** _____

EXHIBIT 4 - DEPARTMENT-FURNISHED PROPERTY INVENTORY

The Department shall deliver to the Provider, at the same time and location(s) stated in the Contract, the Department-Furnished Property described below. If that property, suitable for the intended use, is not delivered to the Provider, the parties shall negotiate an equitable adjustment.

DEPARTMENT-FURNISHED PROPERTY INVENTORY LIST

LOCATION	QTY	DESCRIPTION	MAKE	SERIAL#
ADMINISTRATION BUILDING				
	1	Lemark Printer C540n	Lexmark	98207YP
	1	Computer (monitor, cpu, keyboard, and mouse)	Dell Optiplex 380	778PPL1
	1	Computer (monitor, cpu, keyboard, and mouse)	Dell Optiplex 380	778QPL1
	1	Computer (monitor, cpu, keyboard, and mouse)	Dell Optiplex 380	779PPL1
	1	Computer (monitor, cpu, keyboard, and mouse)	Dell Optiplex 380	779QPL1
	1	Computer (monitor, cpu, keyboard, and mouse)	HP Procurve 1810G	CN0022G0LB
	1	Computer (monitor, cpu, keyboard, and mouse)	HP Procurve 1810G	CN0022G2DR
	1	Computer (monitor, cpu, keyboard, and mouse)	HP Procurve 1810G	CN0022G2F2
	1	Computer (monitor, cpu, keyboard, and mouse)	HP Procurve 2510G	CN005DE098
OFFICE 1	1	Desk Chair		
	1	Office Chair		
	1	2 Door Lateral Wooden Filing Cabinet		
	1	Cork Board		
	1	Desk		
	1	Grey Trash Can		
OFFICE 2	1	Desk		
	1	Four-Shelf Metal Filing Cabinet		
	1	Office Chair		
	1	Desk Chair		
	1	Cork Board		
	2	5-Shelf Wooden File Cabinets		
OFFICE 3	2	Desk		
	2	Desk Chairs		
	1	Wooden Book Case - 5 Shelves		
	1	Dry Erase Board		
	1	36-Open forms library		
	1	Shredder		
	1	Trash Can		
	1	Phone	NEC	

OFFICE 4 (Chief Admin Office)	1	Wooden Table		
	4	Chairs		
	1	Okeechobee County School Board - Desk (Cherry)		
	1	5 Shelf Wooden Cabinet		
	1	Wooden book shelf (5 shelves)		
	1	Desk Chair		
	1	Dry Erase Calendar		
	1	2 Drawer File Cabinet		
	1	Blue Trash Can		
	1	Phone	NEC	
OFFICE 5	1	Desk		
	1	4 Drawer Lateral Filing Cabinet		
	1	Desk Chair		
	1	2 Door Metal Cabinet with 3 Shelves		
	1	2 Drawer Filing Cabinet- Glass Topped		
	1	Metal Hanging Folder Rack		
	1	8 Open Forms Library		
	1	Black Trash Can		
CONFERENCE ROOM	1	Folding Table		
	1	Plastic Table		
	2	4 Drawer Filing Cabinet		
	1	Computer Desk		
	1	Cork Board		
	1	Refrigerator	Hot Point	
	1	Office Chair		
	1	TV		
	1	Microwave	Hot Point	
	2	Trash Can		
	1	1 Seater Blue Plastic Wooden Chair		
	1	Regular Chair		
	2	Desk Chairs		
	1	Plastic Chair		
	1	Over Head Projector		
BOUTIQUE CLOSET	1	Safe		
	1	Long Shelving in Closet (5 Shelves)		
	1	Telephone System	NEC / Samsung	
	2	Lock Boxes (Secure)		
	4	Telephones		

RECEPTION AREA	1	Metal 4 Shelf Cabinets (for youth files)		
	1	21 Open Forms Library		
	1	Receptionist Desk with Attach 6 Door Overhead Cabinet		
	1	Desk Chair		
	2	Trash Can		
	1	Wood Chair		
	1	Coffee Table		
	1	Shedder		
	1	2 Drawer Filing Cabinet		
	1	Water Fountain		
	1	Wii Sports Game System	Nintendo	
	1	Camera System	MG Electronics	
	1	Fax Machine	Brother Intellifax 41006	U61639A0J123836
COMBINATION BUILDING	1	Satellite Dish		
SHIFT SUPERVISOR OFFICE	1	Executive Chair		
	1	Chair		
	2	Small Cork Board		
	1	Staff Desk (L Shaped)		
	1	Phone	NEC	
	1	Seater Blue Plastic Wooden Chair		
	1	Form Library		
	1	Locked Key Box		
AFA OFFICE	1	NEC Phone		
	1	Multi-File Box		
	1	Locked Wood Wall Cabinet		
	1	4 Drawer Filing Cabinet		
	1	Office Desk		
	1	Office Chair		
	1	Table		
	1	Trash Can		
	1	Fire Suppression System	Ansul / Fire Lite	
	1	Camera System	Dynex Digimerge Touch	Z62A10A000902 DJ02100400575
	1	Monitor	Gateway EV70	30801246
	1	CPU	Dell	2288Y11
	1	Bookcase		
FOOD SERVICE	1	White Refrigerator/Freezer		
	1	Refrigerator	Traulsen	
	3	Stainless Steel Carts		
	1	Oven	Garland	
	1	3 Section Sink		

	1	Dual Convection Oven		
	1	Toaster	Hatco	
	1	Microwave	GE	
	1	Freezer	Traulsen	
	1	Refrigerator	TRUE	
	1	Freezer	TRUE	
	1	Ice Machine	Manitowac	
	1	Can Goods Rack		
	2	Wire Food Racks		
	1	Office Desk		
	1	Office Chair		
	1	NEC Phone		
	1	Bread Rack (Flowers)		
	1	2 Drawer File Cabinet		
	1	Printer	Deskjet E320	
	1	Stainless Steel Table		
MEDICAL	1	4 Drawer File Cabinet		
	1	Fax Machine	Canon	
	1	Scale	Healthometer	
	1	Grey Bookshelf		
	1	4 Drawer File Cabinet		
	1	Large Cork Board		
	1	Exam Table		
	2	4 four-Shelf Metal Filing Cabinet		
	1	Executive Chair		
	1	Desk Chair		
	1	Small Refrigerator		
	1	Desk		
	1	Desk		
	1	Shredder		
	1	Otoscope	Gowlands	
	1	Copier	Lexmark 264 DM	14FO116-000210-0031675
DORM 1	1	3 Seater Blue Plastic Wooden Couch		
	6	1 Seater Blue Plastic Wooden Chair		
	1	Wooden Chair		
	2	Metal Frame Chairs		
	1	Table		
DORM 2	2	3 Seater Blue Plastic Wooden Couch		
	1	1 Seater Blue Plastic Wooden Chair		
	1	Television		
	1	TV Cart		
	1	DVD Player		
	1	Folding White Table		
	4	Folding White Chairs		

	1	Playstation II	Sony	
DORM 3 (Modular)	3	Wooden Black Futons		
	12	Mattresses		
	1	Flat Screen Television	Vizio	LAUKEADL030655 7
	1	DVD Player	Magnavox	U33919244
	1	Dryer	Estate	
	1	Washer	Estate	C45020330
	12	Wood Beds		
	1	Desk Chair		
	1	Plastic Folding Table		
	10	Plastic Chairs		
DORM 4 (Modular)	3	Wooden Black Futons		
	12	Mattresses		
	1	Flat Screen Television	Emerson	DS1A0945263107
	1	DVD Player	Magnavox	DP170MW8B
	1	Dryer	Estate	Lot # 332
	1	Washer	Estate	Lot # 330
	12	Wood Beds		
	1	Desk Chair		
	1	Staff Desk		
	1	Plastic Folding Table		
	13	Plastic Chairs		
BATH HOUSE	1	Industrial Dryer	Unimac	
	1	Washer (Broken - Needs Knobs)	GE	
	1	Washer (Broken)	Admrial	
	1	Dryer (Broken)	Kenmore	MR5153429
	1	1 Seater Blue Plastic Wooden Chair		
	18	Bunk Beds		
	20	Mattresses		
CLASSROOM 1	1	Table		
	12	Student Desks		
	1	Dry Erase Board		
	1	Trash Can Metal		
TEACHERS OFFICE	1	4-drawer File Cabinet		
	1	Executive Chair		
	1	Plastic Chair with Metal Legs		
	1	Plastic Chair with Metal Legs		
	1	Old Projector	Apollo Horizon	
	1	Rolling Dry Erase/Flip Chart Board		
CLASSROOM 2	1	Large Dryerase Board		

TEACHERS OFFICE	1	Desk		
	1	White Folding Table		
	3	Blue Plastic Chairs		
	1	Blue Student Desk		
	1	2-Shelf Book Case		
	1	4-Shelf Book Case		
	1	3-Shelf Book Case		
CLASSROOM 3	11	Student Desks		
	1	Large Dry Erase Board		
	1	White Folding Table		
	1	Wooden Table		
	1	Rolling Open Filing Cabinet		
	1	Corner Table		
	1	3-shelf Book Case		
	1	Trash Can		
TEACHERS OFFICE	1	Wooden Table		
	1	Executive Chair		
	1	Chair		
	1	Wooden Chair		
	1	4-Drawer File Cabinet	Cole	
	1	5-Shelf Bookcase		
	1	5-Shelf Bookcase		
	1	DVD Player	Toshiba	
	1	Flat Screen Monitor	Viewsonic	
	1	Teacher's Desk		
	1	Projector Cart		
HBI	5	Student Desk		
SCHOOL PORTABLE	4	3-shelf Wooden Book Case		
	8	Student Desks		
	1	Receptionist Desk with Overhead Cabinet		
	2	Dry-Erase Boards		
	1	Cork Board		
	2	Lateral File Cabinets		
	1	4-drawer File Cabinet		
	1	Conference Table		
	2	Computer Tables		
	1	Overhead Projector Cart		
	1	Overhead Projector		
	1	Footlocker		
	2	Metal Tables with White Tops		
	1	Wooden Table		
	1	Wooden Rolling Table		

	1	Office Desk		
	1	Metal 2-drawer File Cabinet		
	5	Plastic Chairs with Metal Frames		
	2	Plastic Chairs with Metal Frames		
	1	Blue Plastic Chair		
	1	Brown Metal Folding Chair		
	2	Rolling File Folder Holders		
MODULAR SCHOOL				
HBI UNIT	2	4 Shelf Cabinet		
	1	Dry Erase Board		
OFFICE 2	2	Book Cases (3 Shelves)		
	2	2 Drawer Filing Cabinet		
	1	Desk Chair		
	1	Trash Can		
	1	Dry Erase Boards		
COMPUTER LAB	7	Computer Desk		
	2	Cork Board		
	3	Metal 4 Drawer Filing Cabinet		
	1	Plastic Shelving Unit (3 shelves)		
	2	Trash Cans		
	4	Chairs (1 plastic and 2 wooden roller)		
SCHOOL WAREHOUSE				
	4	Large Metal Racks		
	1	Large 4 Shelf Book Case		
	2	Metal 5 Shelf Unit		
	1	TV	D	
	1	Rolling Storage Cabinet		
	2	Plastic Storage Bins		
	1	Cork Board		
	1	Green Chair		
	1	Portable A/C Unit	Artic Kic	
	1	Wood Locking Storage Cabinet		
	1	Ceiling Fan		
	1	Network System	Leviton	
	1	Network System	Net Gear 16 Port GB Smart Switch	

LOCATION	QTY	DESCRIPTION	MAKE	SERIAL#
MAINTENANCE				
SHED 1 (Maintenance Shed)				
	1	Ball Pin Hammer		
	4	Hammer		
	1	Small Sledge Hammer		
	4	Scraper		
	1	Combination Wrench Set (mix&match)		
	1	Jig Saw		
	2	Crow Bar		
	2	Nail Puller		
	1	Small Chisel		
	1	Large Chisel		
	2	Pipe Wrench (large and small)		
	1	Tamper Resistant Kit		
	2	Digital Multi-meter		
	1	Can Opener		
	2	Bolt Cutter		
	1	Small Ratchet Set		
	1	Precision Screwdriver Set		
	1	Large Ratchet Set		
	1	Medium Ratchet Set		
	1	Electrical Set		
	1	Small Adjustable Wrench		
	1	Large Adjustable Wrench		
	2	Allan Key		
	2	Speed Square		
	1	Large Drimmel		
	1	Drill Set (2 of 14)		
	1	Concrete Drill Bits		
	1	Extra Small Adjustable Wrench		
	1	Pliers		
	1	Large Water Pump Pliers		
	1	Small Vice Grips		
	1	Medium Vice Grips		
	2	Small Flat Head Screwdriver		
	1	Nut Screwdriver		
	1	Star Wrench		
	1	Large Tape Measure		
	1	Small Tape Measure		
	1	Needle Nose Pliers		
	1	Small Piper Hacksaw		
	1	Pliers Cutters (small)		
	1	Large Pop Rivit		
	1	Plastic Piper Wrench		

	1	Large Metal Ruler		
	1	Large Level		
	3	Small Level		
	1	Medium Square		
	1	Small Square		
	1	Bow Saw		
	2	Quick Grip		
	1	Pole Saw		
	1	Large Axe		
	1	Large Sledge Hammer		
	1	Hack Saw		
	2	C-Clamp		
	1	Dry Wall Knife		
	1	Come Along		
	1	Small C-Clamp		
	2	Lug Wrench		
	1	DeWalt Saw	DeWalt	
	1	Hydraulic Jack		
	2	Tool Bag		
	1	Grease Gun		
	7	Safety Goggle		
	2	Saw Horse		
	1	Reciprocating Saw		
	1	Belt Sander		
	1	Skill Saw	Skill	
	1	Air Tank		
	3	Hand Sander		
	1	Pole Cutter		
	1	Post Hole Digger		
	1	Pressure Washer		
	3	Plastic Tool Box		
	2	Oxygen Propane Kit		
	1	Medium Flathead Screwdriver		
	1	Tool Bag		
	1	Steel Vice (table mount)		
	1	Grinder		
	1	Commode Plunger		
	1	Hot Glue Gun		
	2	Ladder		
	1	Step Ladder		
	2	Desk		
	1	Chair		
	1	3 Shelf Cabinet		
	1	Green Work Table		
	2	Shadow Boards		
	2	Small 2 Drawer File Cabinet		
	1	Rolling File Cabinet (5 Drawer)		
	1	Book Case 3 Shelves		

	1	Wheel Barrow		
	7	Long Storage Shelves		
	1	2 Portable A/C Units		
	1	Water Hose		
	1	Back Room Shelf (3)		
	1	Cork Board		
	2	Garbage Cans		
	2	Small Water Tanks		
	4	Water Bottles		
	1	Locking Safe	Sentry	
	1	Push Lawn Mower		
	3	Sprayer		
	1	6 Foot Ladder		
	1	Small Gas Can		
	3	Large Gas Cans		
	1	Ceiling Fan		
	3	Fire Extinguishers		
	1	Metal Tool Box		
	2	4 Bar Tire Iron		
	2	Hard Plastic Storage Bins		
	1	Hand Saw		
	1	Black Storage Bin		
	2	Power Drill	Black -n- Decker	
	3	Propane Tanks		
	1	Hand Hedge Clippers		
	1	4400 Watts Generator	Homelite	
	1	Large Black Storage Bin		
SHED 2	1	Mixer		
SHED 3		Field Chalk Machine		
SHED 4	5	Metal Bed Sleeves		
		2 Folding Tables		
		Water Heater		
	3	Rolling Drawers		
POLE BARN (VQ but DJJ will Retain)	8	Doors for Modulers		
	8	Drawers to Bunk Beds		
	1	3 Drawer Filing Cabinet		
	1	Long Trey		

LOCATION	QTY	DESCRIPTION	MAKE	SERIAL#
VEHICLES	1	Van 2000 15 passenger G3500 DJJ - 33864	Chevrolet	1GAHG39R1Y252128
	1	VAN 2009 15 passenger E350 DJJ YC849 #1162 / 14-001380	Ford	1FBNE31L89DA76576
FIELD	1	4 Wheel (Golf Cart)	John Deere Gator 6x4	470
	1	Volley Ball Net		
	1	Basketball Court - 2 Goals		
	2	Monkey Bars		
	5	Water Cooler Stands		
	15	Benches		
	1	Horse Pen		
	1	Pitch-n-Post		
	2	Plastic Chairs		
	2	Long Sitting Poles		
	1	Chicken Coup		
	1	Benches Aligned in a Circle		
	1	Gazebo		
	7	Pinic Tables		
	2	Flat Benches		