



**FLORIDA DEPARTMENT OF CORRECTIONS
REQUEST FOR PROPOSAL
CONTRACTUAL SERVICES**

Page 1 of 113 pages

AGENCY MAILING DATE:
April 24, 2014

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Department of Corrections
Bureau of Procurement and Supply
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Tallahassee, Florida 32399-2500
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SOLICITATION TITLE:
Substance Abuse Transition Re-Entry Center Program Services located in Osceola, Hillsborough, Manatee, Polk or Sarasota Counties

SOLICITATION NO:
DC-RFP-13-008

PROPOSALS WILL BE OPENED: June 11, 2014 at 3:00 PM
and may not be withdrawn within 365 days after such date and time.

PROPOSER NAME:

PROPOSER MAILING ADDRESS:

CITY - STATE - ZIP:

PHONE NUMBER:

FREE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

*AUTHORIZED SIGNATURE (MANUAL)

*AUTHORIZED SIGNATURE (TYPED), TITLE

* This individual must have the authority to bind the proposer.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services (including equipment and supplies) and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal Submittal for the Proposer/Contractor and that the Proposal is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements and mandatory attestations. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Proposer/Contractor.

NO BID SUBMITTED: Please provide reason for "No Bid" in this Space

PROPOSER CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact for this solicitation and any resulting Contract, and an alternate, if available. **These individuals shall be available to be contacted by telephone regarding the solicitation and any resulting contract.**

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

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TIMELINE

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Tallahassee, Florida (**Eastern Time**).

EVENT	DATE/TIME	LOCATION
Release of RFP to public, posted on VBS.	April 24, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Proposers Conference	May 7, 2014, 2:00 p.m.	Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399-2500 Conference Call Number (888) 670-3525 PIN Number: 03048419
Last day for written inquiries to be received by the Department	May 14, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us
Anticipated date that written responses to written inquiries will be posted on the Vendor Bid System (VBS)	May 23, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Proposals Due and Opened	June 11, 2014, 2:00 p.m.	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 (Note: No facsimile or email responses will be accepted)
Anticipated Evaluation of Proposals	June 16, 2014, 2:00 p.m.	Individual evaluation of proposals. Note: Any evaluation team meetings will be publicly noticed.
Anticipated posting of Recommended Award	July 8, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Final Evaluation of Successful Contractor's Facility Location	August 25, 2014	This allows the Department to evaluate vendor's physical facility location prior to full service implementation.
Anticipated Contract Start Date	October 3, 2014	

GENERAL INSTRUCTIONS (PUR 1001)

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms and click on the PUR1001 form link.

GENERAL CONTRACT CONDITIONS (PUR 1000)

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms and click on the PUR 1000 form link.

SECTION 1 – DEFINITIONS

The following terms used in this Request for Proposals (“RFP”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 American Correctional Association:** An international accreditation entity that establishes national standards for and conducts audits of correctional programs to assess their administration and management, the facility, operations and services, inmate programs, staff training, medical services, sanitation, use of segregation and detention, incidents of violence, crowding, offender activity levels, and provision of basic services which may impact the life, safety, and health of inmates, as well as staff.
- 1.2 Breach of Contract:** When the Contractor fails to perform under the terms and conditions of the Contract resulting from this RFP.
- 1.3 Case File:** A file developed and maintained by the Contractor on each inmate housed at the Substance Abuse Transition Re-Entry Center (SATREC) that may contain information on the inmate’s classification, release, programs, employment, financial status and obligations, visitation, furlough, and other areas, as applicable.
- 1.4 Comprehensive Program Evaluation:** An in-depth, annual comprehensive evaluation conducted by the Department’s Contract Manager or designee to document the Contractor’s compliance with the terms of the resulting contract and to evaluate the overall Contractor’s performance. Frequency of monitoring will be at the discretion of the Contract Manager, with satisfactorily functioning programs being monitored less frequently.
- 1.5 Contract:** The agreement resulting from this RFP between the winning Proposer and the Department.
- 1.6 Contract Non-Compliance:** Failure to meet or comply with any requirements or terms of the Contract resulting from this RFP.
- 1.7 Contractor:** The organizational entity serving as the primary Contractor with whom a contract resulting from this RFP will be executed. The term Contractor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
- 1.8 Corrective Action Plan (CAP):** A Contractor’s comprehensive written response to any deficiencies discovered in the course of Contract Compliance Monitoring, and plan for remediation of those deficiencies.
- 1.9 Community Work Release (CWR):** – The portion of the SATREC program that allows inmates to work at paid employment in the community while continuing as inmates of the facility where they are confined.
- 1.10 Day:** Calendar day, unless otherwise stated.
- 1.11 Department or DC:** The State of Florida, Department of Corrections, is referred to in this RFP document as “the Department”.
- 1.12 Desirable Conditions:** The use of the words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.
- 1.13 Evaluation Methodology:** The process utilized by the Department to evaluate the portions of the proposal against pre-determined established evaluation criteria to determine scores and final ranking of qualified Proposers. Portions of the proposal to be evaluated include Business/Corporate Qualifications, Project Staff, Services Delivery Approach and Price.
- 1.14 Evidenced-Based:** An approach to programming or utilization of curriculums that have been validated by some form of documented scientific evidence and have specific outcome measures. Evidenced-based practice and/or

curriculums stand in contrast to approaches that are based on tradition, convention, belief, and/or anecdotal evidence.

- 1.15 HIPAA:** Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requires the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.
- 1.16 Licensure:** As used herein, refers to the statutory or regulatory authority to provide substance abuse programs to inmates.
- 1.17 Licensure Inspection:** An on-site inspection conducted by the Department of Children and Families of the licensed program and a review of the service components provided to monitor and ensure the Contractor's level of compliance with licensure standards.
- 1.18 Local Contract Coordinator:** The local program manager or correctional services consultant to whom specified operational tasks related to the daily operations of Department-contracted and Department-operated substance abuse programs may be delegated.
- 1.19 Mandatory Responsiveness Requirements/Fatal Criteria:** Terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.
- 1.20 Material Deviations:** The Department has established certain requirements with respect to proposals to be submitted by proposers. The use of *shall*, *must* or *will* (except to indicate future events) in this RFP indicates a requirement or condition which may not be waived by the Department except where any deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one proposer over other proposers, has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a proposal.
- Note:** The following paragraph takes precedence over the General Instructions, PUR 1001, #16
- 1.21 Minor Irregularity:** A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.
- 1.22 Net Earnings:** The resulting wages that remain after income taxes, social security taxes, Medicare taxes and any legally required court ordered civil deductions are withheld (deducted) from the total wages (gross wages) earned.
- 1.23 OBIS:** The Offender Based Information System that is the Department's official record keeping system of offenders.
- 1.24 Occupied bed for the purposes of per diem payment:** An occupied bed is defined as bed space that is filled by a Department-approved inmate at the close of business (11:59 p.m.) on a daily basis.
- 1.25 Outpatient Substance Abuse Treatment Programs:** An array of substance abuse treatment programs of lesser intensity than a residential program provided to inmates participating in programs other than residential (therapeutic community) programs.

- 1.26 Personalized Program Plan (PPP):** A documented plan prepared for each inmate that includes measurable criteria of expected behavior/accomplishments and a schedule for achieving specific goals and objectives while in the community work release program.
- 1.27 Parent Institution:** A Correctional Institution that will be designated to provide oversight and limited classification services to a contracted facility. The Warden of the parent institution is the departmental liaison for the Contractor-operated facility for the term of the Contract resulting from this RFP unless otherwise delegated to the Contract Manager or the Contract Manager's designee.
- 1.28 Quality Assurance:** A formal method of evaluating the quality of care rendered by a provider and is used to promote and maintain an efficient and effective service delivery. Quality assurance includes the use of a quality improvement process to prevent problems from occurring so that corrective efforts are not required.
- 1.29 Regional Office:** The office responsible for management of certain institutions and facilities located within each of three (3) geographical regions of the Department.
- 1.30 Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of the Contract resulting from this RFP.
- 1.31 Subsistence:** A fee that the Contractor may charge to employed inmates enrolled in the WRC program, intended to supplement the per diem rate of compensation paid to the Contractor by the Department as stipulated in the RFP and the resulting contract.
- 1.32 Transitional Services:** The programs and services that are provided to inmates that will help facilitate their reintegration back into free society. These services include, but are not limited to, employment placement, employment development, educational programming, substance abuse counseling, re-entry programming and faith-based activities.
- 1.33 Use of Force:** The physical force used on an inmate only when and to the degree that is reasonably necessary to control a situation.
- 1.34 Vendor, Offeror and Proposer/Contractor:** A legally qualified corporation, partnership or other entity submitting a proposal to the Department pursuant to this RFP that will be performing as the Contractor under any resultant contract.
- 1.35 Work Release Program (WRP):** The Work Release Program is the second major component of this program wherein inmates who have completed the substance abuse prevention and treatment component are participating in community work release.
- 1.36 Work Release Inmate:** An inmate who participates in the paid employment portion of the community release program.
- 1.37 WRIMS:** The Work Release Inmate Monitoring System or website application used daily by facility staff to record information related to the facility operations and security management.

SECTION 2 – INTRODUCTION

2.1 Background

Chapter 945, Florida Statutes, gives the Department of Corrections (DC) responsibility for the supervisory, protective care, custody, and control of all inmates. The State of Florida has a current total inmate population in excess of one hundred thousand (100,000) inmates. Approximately, 64% of inmates need substance abuse treatment and the number is expected to rise. Inmates are housed in both privately-operated and state-operated facilities throughout the State including major correctional institutions and other facilities, such as road prisons, various work/forestry camps, treatment centers and work release centers.

Through the Department's re-entry efforts, a high priority is placed on the preparation for release by providing inmates varying levels of substance abuse and transitional services once specific programming needs are assessed. Through the development of concrete plans including specific treatment plans, participation in therapeutic activities and varying other components that include education, vocation, work-release assignments, employment, and other transitional services, the Department makes every effort to provide inmates the necessary tools to transition from prison to community. It is the Department's goal to return former inmates to their homes to become productive citizens who are equipped to move forward and not return to prison.

2.2 Overview

The Department of Corrections is requesting proposals from qualified vendors who have at least three (3) years of business/corporate experience within the last five (5) years in the provision of community-based criminal justice re-entry work release type programs with substance abuse, education and vocational components. The Department is seeking a vendor to provide a facility located in Osceola, Hillsborough, Manatee, Polk or Sarasota Counties with qualified staff and services to deliver a Substance Abuse Transition Re-Entry Center (SATREC) Program for male inmates. Services will include security, supervision, housing, care, meals, substance abuse prevention and treatment, educational services, vocational training, employment services and related transition services to enhance the inmate's successful reintegration back into society.

The Department intends to award one contract for a maximum of one-hundred fifty (150) beds, of which eighty-five (85) or 57% will be program beds and sixty-five (65) or 43% will be work release beds. One hundred percent (100%) of available SATREC bed space contracted by the Department shall be solely dedicated and reserved for Florida Department of Corrections' inmates. The number of awarded beds will be determined by the Proposer's response to this RFP and the resultant Contract.

Inmates housed at the SATREC shall receive varying levels of substance abuse/transitional (re-entry) services. During the first four (4) to six (6) months at the Center, inmates assigned into the Substance Abuse/Transition Program will receive programming based on their individual needs. During the remainder of their time at the SATREC, these inmates will be placed in the Work Release Program and participate in programming based on individual needs and work schedule.

The SATREC shall operate as a modified Therapeutic Community (TC). The Contractor shall ensure that TC activities occur on a daily basis and include morning and wrap-up meetings. Inmates in the Substance Abuse Transition component shall be required to participate in all TC activities. Inmates in the Work Release component shall be required to participate in as many TC activities as possible, depending upon their Work Release assignment. An inmate modified TC structure shall be developed and approved by the Contract Manager or designee. TC work details shall be incorporated into every inmate's daily schedule.

The contractor shall be required to provide, at a minimum, the facility and services as further specified in Section 3, Statement of Service Sought, of this RFP.

The Department shall maintain discretion over, and shall be responsible for the placement of inmates in the facility. The Department will work in partnership with the Contractor to coordinate placement of inmates into the Contractor's program.

The proposer awarded a contract with the Department to provide services shall be compensated at a fixed price-per-diem rate for the two types of beds established by their proposed prices. The Department will not pay more than \$52.00 per day for a program bed and \$20.00 per day for a work release bed.

Contractors will be permitted to supplement the work release component bed per diem payment made by the Department, by retaining a subsistence fee from inmates not to exceed fifty-five percent (55%) of the inmate's net earnings; however, the total operating cost per diem per inmate for work release component (per diem contract payment plus subsistence fee retained) shall not exceed the Department's average operating cost as posted in the previous year's annual report. The Department's annual reports can be found on the Department's public website under the heading of "Publications". The internet address of the Department's public website is: <http://www.dc.state.fl.us/>.

2.3 Start-up

The successful proposer(s) must have the capability to implement service delivery as described herein on a date agreed upon between the successful Proposer(s) and the Department. However, the Department expects full implementation of services no later than October 3, 2014.

In the event that the Department receives no proposals or proposals for less than the bed allocation in any priority geographic service area or if a Proposer is subsequently not able to provide the total number of beds proposed by the operational deadline, the Department reserves the right to adjust the allocation of beds. The need for these services is immediate; delivery time is of the essence.

2.4 Final Facility/Site Inspection

The Department is aware that Proposers may not have a final site purchased or leased at the time of proposal submission. However, by submitting a proposal, the Proposer certifies that any such site shall meet all requirements governing the operation of a SATREC provided by law, rule or regulation and as specified in this RFP.

Prior to final contract execution and implementation of services, the Department will verify that the awarded Proposer(s) facility/site has complied with the requirements of Section 944.033(4), F.S., for establishing Community Correctional Centers, Rule 33.202.101, F.A.C., Public Hearings on Community Correctional Centers, and all applicable county and city zoning requirements, the facility is licensed by the Department of Children and Families in accordance with Rule 65D-30 F.A.C and pursuant to this RFP and has met all facility requirements as outlined in this RFP.

Subsequent to the posting of the Intent to Award, a preliminary facility site inspection will be scheduled by the Department. It is anticipated that this preliminary site visit will be scheduled no later than fifteen (15) days after Intent to Award. The Proposer will receive a written report from the Department of the preliminary findings within five (5) working days of the preliminary inspection. A final site inspection is anticipated to occur no later than forty-five (45) days after Intent to Award.

After completion of the final inspection, the Department will address any specific deficiencies in a written report and allow the Proposer ten (10) business days from the receipt of the report to correct identified deficiencies. An inspection confirming that all deficiencies have been corrected will then be conducted. Failure to correct deficiencies after ten (10) business days of receipt of the report may result in the proposer being deemed non-responsive and the Department may move to contract with the next highest ranking responsive Proposer.

2.5 Term of Contract

It is anticipated that the initial term of any Contract resulting from this RFP shall be for a three (3) year period. At its sole discretion, the Department may renew the Contract in accordance with Form PUR 1000 #26. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract resulting from this RFP by the Contractor as determined by the Department, at the same rates, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Contractor no later than thirty days prior to the Contract expiration date.

2.6 Pricing Methodology

The successful Contractor shall be reimbursed for each occupied bed that receives services as described in Section 3 of this RFP; however during program start-up the Contractor shall be reimbursed at 80% of the contracted beds beginning the day the first inmate is placed at the facility until the actual bed count reaches 80%. The Department will make every effort to maintain one hundred percent (100%) occupancy of the contracted beds. After program start-up and bed totals reach more than 80%, the successful Contractor shall request payment for the actual number of occupied contracted beds. If at any time thereafter, based on the Department's inability to place inmates and not the Contractor's lack of staffing or contract noncompliance, the facility occupancy drops to less than eighty percent, the Contractor will be paid for 80% percent of the contracted beds until the time when the occupancy increases to the 80% level or higher.

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SECTION 3 – STATEMENT OF SERVICES SOUGHT

3.1 General Description of Services

The Department is requesting proposals from qualified vendors for the provision of qualified staff and services that meet or exceed the minimum service requirements outlined and summarized in this RFP. The awarded Contractor shall provide a facility, staff, materials, supplies, and equipment to operate all aspects of the Substance Abuse Transition Re-Entry Center (SATREC) Services including provision of security, supervision, housing, care, and programming for all participants.

The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is served by the Department, either directly or indirectly, through these services. The failure of the Department to set forth a specific reservation of rights as to any particular provision regarding services to be performed under this contract does not negate the Department's reservation of rights and does not mean that any provision regarding the services to be performed under the Contract is subject to a requirement that the parties mutually agree.

3.2 Rules and Regulations

- 3.2.1** The awarded Contractor shall provide all facilities and services in accordance with all applicable local, state and federal ordinances, laws, rules and regulations governing the operation of a Substance Abuse Transition Re-Entry Center or related facility. Additionally, SATREC facilities and services must be provided in accordance with any applicable Department of Corrections' procedure guidelines, and any subsequent revisions and/or addenda to those documents. Should any of the laws, standards, rules or regulations or Department procedures change during the course of this procurement or resultant contract term, the updated version will take precedence.
- 3.2.2** The laws, rules and regulations, and applicable Department of Corrections' procedure guidelines, and any subsequent revisions and/or addenda to those documents are incorporated herein by reference and made part of the resultant contract. The awarded Contractor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such mandates and requirements.
- 3.2.3** The awarded Contractor shall ensure that all Contractors' staff providing services under this contract complies with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.
- 3.2.4** The awarded Contractor must provide all services that meet the applicable requirements of Title 42 Code of the Federal Regulations Part 2; the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Standards for Privacy of Individually Identifiable Health Information, Title 45 C.F.R., Parts 160, 162, and 164, Chapters 397 and 415, Florida Statutes; Section 4A-44.003(3) and Chapters 33 and 65D-30, Florida Administrative Code; Code of Ethics and Conduct for Addiction Professionals of Florida and any additional applicable local, state and federal laws, rules and regulations. In addition, services must be provided in accordance with any Department of Corrections' procedures and policy guidelines, instructional manuals, and any subsequent revisions and/or addenda to those documents. Should licensing or program requirements change the course of this Contract, the updated regulations and requirements will take precedence. The above laws, rules and regulations are incorporated herein by reference and made part of this Contract.
- 3.2.5** The awarded Contractor shall agree to modify its service delivery in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement or consent order or change in the Department's mission. Any changes in the Scope of Service required to ensure continued compliance with State or Federal laws,

statutes or regulations, legal settlement agreement or consent order or Department policy, will be made in accordance with Section 7.4, Contract Modifications.

3.2.6 In addition to all other rules, regulations, and requirements referenced herein, the Contractor shall comply with the following Rules of the Florida Administrative Code (F.A.C.):

- a. Rule 33-602, F.A.C., Security Operations, including, but not limited to, Inmate Property, Searches of Inmates, Inmate Telephone Use, and Use of Force.
- b. Rule 33-601, F.A.C., Classification and Central Records, including but not limited to, Inmate Discipline, Community Release Programs, Inmate Visiting, Furloughs, Gain Time and Confidential Records.
- c. Rule 33-103, F.A.C., Inmate Grievances.
- d. Rule 33-208.002(27), F.A.C., Rules of Conduct.
- e. Rule 33-507 F.A.C., Substance Abuse Program Services.

The Contractor shall ensure that any substance abuse services provided are in accordance with Chapter 397, F.S., Substance Abuse Services; Rule 65D-30, F.A.C., Substance Abuse Services Office; and Title 42, Chapter I, Part 2, Code of Federal Regulations (CFR), Confidentiality of Alcohol and Drug Abuse Patient Records, and any other applicable statutory or rule provisions.

3.2.7 In addition to all other rules, regulations, and requirements referenced herein, the Contractor shall comply with the following Department of Corrections' Procedures:

- a. Health Services Bulletin No. 15.07.02, Health Services for Inmates in Community Facilities.
- b. Procedure 602.010, Drug Testing of Inmates.

3.2.8 The Contractor shall ensure that the SATREC complies with applicable, Rules of the State Fire Marshal, and applicable Uniform Fire Safety Standards found in Rule 633, F.S., Fire Prevention and Control.

3.2.9 The Contractor shall comply with Section 944.516(1)(h), F.S., and Rule 33-203.201 F.A.C., Inmate Trust Fund.

3.3 Communications

3.3.1 Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, imposition of liquidated damage, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The Contractor shall respond to Informal and Formal communications by facsimile or email. A date/numbering system shall be utilized for tracking of formal and informal communications.

- 3.3.2** The only personnel authorized to use Formal Contract Communications are the Department's applicable Contract Manager, Contract Administrator, Director of the Office of Re-entry, and the Contractor's CEO or Project Manager. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) business days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.
- 3.3.3** In addition to the personnel named under Formal Contract Communications, personnel authorized to use Informal Contract Communications include any other persons so designated in writing by the parties.
- 3.3.4** In addition to the Contract communications noted in Section 3.3.1, if there is an urgent administrative problem the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or Contractor's designee, within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty eight (48) hours. The Contractor or Contractor's designee shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about offenders within three (3) working days of receipt of the request. The Contract Managers shall be copied on all such correspondence.

3.4 Confidentiality

The Contractor shall maintain confidentiality of all case files, health record files and references to inmates receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Department and Contractor agree that all information and records obtained in the course of providing services to inmates shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. The Contractor shall ensure that inmates do not have access to any file, either their own or another inmate's. The Contractor shall forward an inmate's Health Records File with the inmate at the time of transfer. The Contractor shall return an inmate's Case File, Substance Abuse Clinical File to the parent institution within seventy-two (72) hours of termination or release of the inmate.

3.5 Contractor's Responsibilities

- 3.5.1** The Contractor shall provide licensed Substance Abuse Treatment services in accordance with Chapter 397, Florida Statutes, and Rule 65D-30, Florida Administrative Code, that meet or exceed the requirements as outlined in the Program Description and all related materials, and any subsequent revisions and/or addenda. The Department reserves the right to require revisions to these materials to meet the specific needs of the Department or the inmate population.
- 3.5.2** The Contractor shall provide staff, materials, supplies and equipment to manage and operate the SATREC in accordance with all applicable federal, state and local laws, rules and regulations, and other requirements governing operation and maintenance of the facility.
- 3.5.3** The Contractor shall prepare and submit a detailed daily schedule(s) outlining how the program activities will be implemented in each component of the SATREC program. The schedules should reflect inmate activities twenty-four (24) hours per day, seven (7) days per week, and be forwarded to the Local Contract Coordinator for review and approval upon implementation of this program. Any changes to the schedule must be approved in writing by the Local Contract Coordinator.

- 3.5.4** The Contractor shall ensure that SATREC program inmates have a segregated, safe environment for personal growth and positive risk-taking. The Contractor shall ensure that each inmate reads the Department-provided program rules, signs a form indicating that he has done so, and agrees to abide by them. Each inmate shall thereafter be required to strictly comply with the rules of the program. In addition, the Department's Rules on Inmate Discipline (Chapter 33-601, Florida Administrative Code) shall be followed.
- 3.5.5** The Contractor shall provide transportation at no cost to the programming inmates for any off-site activities as approved by the Warden or designee of the parent institution. This includes non-disciplinary travel to the parent institution or other DC facilities, or other off-site locations approved by the Warden or designee (i.e. medical, GED testing, etc.).
- 3.5.6** The Contractor shall not permit any weapons or illegal substances on the grounds of the facility.
- 3.5.7** The Contractor shall be responsible for providing all equipment and supplies for program activities (i.e., sports/wellness equipment, board games, art therapy supplies, etc.).
- 3.5.8** The Contractor shall be responsible for providing and regularly updating all program materials, including Department approved curriculum, audiovisual materials, workbooks, educational and vocational materials and any other programming materials. This shall include materials for inmates with exceptional educational or disability needs.
- 3.5.9** The Contractor shall maintain an administrative office and contact person in Florida. This contact person shall have the ability to travel, meet and work directly with the Local Contract Coordinator.
- 3.5.10** The Contractor shall be responsible for providing all program staff office supplies, including postage. The Contractor shall also be responsible for providing all program staff equipment including computers, software, printers, required data lines for WRIMS and OBIS access according to department specifications, furniture, telephones, and office equipment.
- 3.5.11** The Contractor shall ensure that staff attend all Department mandated meetings and training as they pertain to the services provided under the resulting contract. The Department will provide and the Contractor shall require all employees to complete the mandatory in-service training for institutional non-certified staff as outlined in the Department's Master Training Plan. The Contractor shall be responsible for all expenses incurred for sending staff to training events including transportation, meals and per diem expenses.
- 3.5.12** The Contractor shall be responsible for First-Aid and CPR training and any additional follow-up expenses for Contractor staff. Contractor staff must provide documentation of certification to the parent institution Environmental Health and Safety Officer and maintain copies in the Contractor's personnel file for review upon request.
- 3.5.13** The Contractor shall ensure Contractor staff performing services under this Contract is screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened and tested annually thereafter as required by Department procedure 401.015, employee Tuberculosis Screening and Control Program. The Contractor shall provide the parent institution (Environmental Health and Safety Officer) with proof of testing prior to the start of services delivery by the staff member and annually thereafter and maintain copies in the Contractor's personnel file for review upon request. The Contractor shall be responsible for obtaining the TB testing and screening. The Contractor shall bear all costs associated with the TB screening and testing for their staff or sub-contracted staff.
- 3.5.14** The Contractor shall comply with the Department's procedures titled, "Substance Abuse Programs Admissions-Institutions" (No. 507.202) and "Substance Abuse Program Completion or

Termination-Institutions” (No. 507.203) and any revisions or updates, when admitting, discharging, or re-admitting inmates to program.

- 3.5.15** The Contractor shall ensure that each inmate signs appropriate release of information forms so that authorized Department staff has access to required inmate information. In order to release information to employers, service providers, etc., a release of information shall be obtained from the inmate utilizing Department Form DC4-711B. The Contractor shall adhere to Chapter 33-601.901, F.A.C., Confidentiality of Records.
- 3.5.16** The Contractor’s Clinical Supervisor is responsible for ensuring that all clinical files are complete and up to date, that information in each file is protected with respect to confidentiality laws, and that auditing of the files occurs on a regularly scheduled basis. The Contractor shall likewise ensure that information contained in all clinical files agrees with information entered into the Offender-Based Information System (OBIS). The Department will provide the Contractor current information from OBIS in either hard copy format or by allowing electronic access. The Local Contract Coordinator will coordinate electronic access.
- 3.5.17** The Contractor shall be responsible for maintenance of all program records including, but not limited to, a monthly enrollment and discharge report (PPC 41), program service plans, progress notes, releases and recommendations, in accordance with Chapter 397, FS and Chapter 65D-30, FAC and Department Procedures/Manuals and other updates. A clinical file shall be established for every inmate who is enrolled in the program. In addition, the Contractor shall comply with all rules established by the Department concerning record keeping, including the sole use of Department-approved program forms. All clinical files shall be maintained in a locked file cabinet.
- 3.5.18** The Contractor shall pay for all costs associated with local, state and federal licenses, permits and inspection fees required to provide services. All required permits, zoning and licenses shall be current, maintained on-site and a copy submitted to the Contract Manager or designee upon request.

3.6 Department’s Responsibilities

- 3.6.1** The Department will be solely responsible for the referral of the inmate to the treatment facility, and will complete a screening/assessment for each inmate. The Department will work in partnership with the Contractor to coordinate the placement of inmates in the program(s).
- 3.6.2** The Department will not furnish administrative support (e.g. accounting services, secretarial services, etc.) to the Contractor.
- 3.6.3** The Department will not supply postage or mail supplies, copy machines or copy paper or ink cartridges for printers.
- 3.6.4** Department staff, unless other arrangements are approved in writing by the Contract Manager, shall conduct random and reasonable suspicion urinalysis testing on inmates at the Contractor’s program facility. Only Department issued testing supplies are authorized to be utilized for urinalysis testing.
 - 3.6.4.1** Random Testing: The Contractor will receive directions from the parent institution of the schedule and names of inmates to be tested as part of the Department’s random urinalysis testing.
 - 3.6.4.2** Reasonable Suspicion Testing: Inmates suspected of involvement with drugs or alcohol will be subject to reasonable suspicion testing upon direction of the Facility Director at the program facility or Department Staff.

3.6.4.3 Furlough Testing: Inmates who participate in the furlough program are subject to drug testing upon return to the Contractor's program facility. Any testing should be based upon the selection criteria determined by the Warden of the parent institution in accordance with Department of Corrections; Procedure 602.010 Drug Testing of Inmates.

Any Contractor staff authorized pursuant to written approval from the Contract Manager to perform testing shall be trained by the Department in the test process, including administration and interpretation of the on-site testing device, maintenance of chain-of-custody, and handling and disposition of urine specimens in accordance with Department Procedure 108.005, Drug Testing of Inmates. In the event Contractor staff is approved to perform testing, the Department will provide test devices and supplies to the Contractor. All urinalysis-testing results shall be documented and provided to the parent institution. Any inmate testing positive shall be automatically terminated from the Contractor's program facility. A positive test result will result in an assessment against the inmate's account for the cost of the test.

3.6.5 The Department will ensure that Contractor program staff is notified of the impending transfer and the Contractor must ensure the clinical record is ready to be transferred with the inmate.

3.7 Parent Institution

The SATREC operated by the resulting Contractor will be linked with a Department of Corrections' Institution (parent institution). The SATREC shall be located within a 45 mile radius of a parent institution within one (1) of these five (5) counties: Osceola, Hillsborough, Manatee, Polk and Sarasota Counties. The Warden at the parent institution will provide oversight and limited classification services. The Parent Institution will be identified in the resulting contract.

A list of parent institutions is contained in Exhibit A to this RFP.

3.8 Service Locations

The service location shall be located within forty-five (45) miles of the parent institution and at a Department-approved site. The program must be segregated from any other populations housed at the same facility or on the same grounds. The specific site will be designated in the contract resulting from this RFP.

Each service location shall meet all state, county, and city zoning, permitting and licensing at the time of the facility final inspection, as well as any other requirements necessary to operate the service location. The Contractor shall provide such documentation as part of the facility preliminary and/or final site inspections and any changes or revision thereto to the Contract Manager or designee upon request at anytime during the contract period. The Contractor shall notify the Department of any zoning changes, notices, or challenges from zoning bodies or complaints from citizens or other entities regarding operation of the service location within seventy-two (72) hours of receipt of knowledge of the charge, notice, challenge or complaint.

3.9 Facility Requirements

The Contractor shall ensure that any facility and location proposed is approved for the purposes outlined in this RFP and shall be appropriately zoned to house state inmates. Compliance with these zoning codes shall be evidenced by written documentation from the appropriate zoning board(s). The delivery of services at the facility shall be carried out in a manner that ensures that Department program participants (i.e., inmates) are kept separate from non-Department participants during all service activities (including meals) and are housed on separate floors or otherwise separated in their housing assignments. The facility and location shall meet all state, county, and city zoning, permitting and licensing at the time of contract execution, as well as any other requirements necessary to operate the facility. Documentation of compliance shall be provided prior to the contract execution. Contractors awarded a contract pursuant to this RFP shall provide such documentation (or changes or revision thereto) to the Contract Manager or designee upon request at

any time during the Contract period. The Contractor shall notify the Department of any action, including but not limited to a foreclosure action, which might affect the Contractor's legal entitlement to be in or possess the facility. This notice shall be made within seventy-two (72) hours of receipt of knowledge of any such action.

3.9.1 The Contractor shall provide services in a clean, safe, facility and all components of the site shall be maintained in good repair and proper working order at all times. The Contractor shall provide, at no cost to the inmate, a facility appropriate for the provision of the following:

3.9.1.1 Segregated housing that includes electricity, central heating and air conditioning, and running water/both hot and cold for inmates in the SATREC program.

3.9.1.2 A fully-equipped kitchen and dining area in which food may be prepared, served, and consumed. The kitchen area shall be a minimum of 1.5 square feet per inmate and the dining area shall be a minimum of four (4) square feet per inmate based on maximum occupancy at all times. The dining area may be used for multiple purposes such as visitation, classroom teaching and program services but not while meals are being consumed. A fully-equipped kitchen is not required if the contractor chooses to provide subcontracted prepared food service delivery.

3.9.1.3 A minimum of thirty-seven and one half (37½) square feet of sleeping space per participant with adequate lighting and ventilation of which fifteen (15) square feet shall be unencumbered living space and segregated for the inmates in the SATREC. Adequate drawer space and a clothing storage area are to be provided for each inmate. All living and sleeping space shall be maintained in a clean, safe, attractive manner and approximate home living appearance.

3.9.1.4 Approved linens (including pillowcases, sheets, blankets, towels, and washcloth) and bedding to include a flame retardant pillow and mattress. Linens shall be appropriate for summer and winter comfort zones. Linens and hygiene items for the maintenance of personal hygiene are to be supplied. Inmates with sufficient funds available may provide their own personal hygiene items such as soap and deodorant.

3.9.1.5 Adequate space to accommodate segregated living and program activities including group rooms, educational space, vocational programming space, staff offices and indoor recreation activities for the inmates in the SATREC.

3.9.1.6 Adequate segregated visiting space for the inmates, including identified space for inclement weather conditions and an area conducive for children to engage in activities with their parents or siblings.

3.9.1.7 Access to on-site telephone service to make and receive calls, with a sufficient number of telephone instruments to ensure one (1) telephone per fifteen (15) inmates. Telephone service must be provided in accordance with Rule 33.602.205 F.A.C., Inmate Telephone Use.

3.9.1.8 A minimum of one (1) operable toilet with one (1) sink and one (1) bathing facility for every eight (8) inmates.

3.9.1.9 Monthly maintenance inspections with prompt correction of any facility deficiencies.

3.9.1.10 A pest control program for prevention of vermin, insects and other pests.

- 3.9.1.11** Adequate laundry equipment (washer, dryer and detergent) for inmate use. Inmates in program beds may not be charged for laundry services or use of washer and dryers.
- 3.9.1.12** Each inmate shall have an individual personal locker with the ability to be locked.
- 3.9.1.13** A minimum of one appropriately stocked first aid kit for every twenty-five (25) inmates. The first aid kits must be located throughout the facility.
- 3.9.1.14** A minimum of one blood borne pathogen exposure control and clean up kit for every twenty-five (25) inmates. These kits must be located throughout the facility where TC inmates live or receive services (i.e., control room, kitchen, and program area).
- 3.9.2** The Contractor shall make office space available for use by Department staff that allows for confidential business to be conducted. The Contractor shall also provide access to a phone line with modem access in this office space and ensure inmates do not have access to this space except for inmates being interviewed by Department staff.
- 3.9.3** The Contractor shall be responsible for all costs associated with repairs and maintenance of the facility and shall ensure that funds are available and dedicated to ensure the total safety, maintenance, upkeep, appearance, and sanitation of the facility and grounds. Inmates may have work assignments to assist with upkeep and appearance of the facility.
- 3.9.4** The Contractor shall arrange for inspections and testing of all alarms and fire extinguishing equipment at least annually or more frequently as required by local code, permitting or licensure.
- 3.9.5** The Contractor shall comply with all provisions of the American with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.
- 3.9.6** The Contractor shall establish a written evacuation plan including diagrammed evacuation routes covering such emergencies as fire, natural disaster, hurricanes, and severe weather. This plan shall be maintained and posted on-site and provided to the Contract Manager or designee and the Warden at the parent institution.
- 3.9.7** Whenever, for safety and/or health reasons, the facility is required to be evacuated, the Contractor shall coordinate such evacuation by telephone and in writing (e-mail acceptable) with the Contract Manager or Designee and/or Warden or Designee at the parent institution to identify alternative facility space to ensure that inmate transition services remain ongoing for inmates during the evacuation period.

3.10 Facility Intake and Orientation

The Contractor shall conduct intake and orientation on each inmate within twenty-four (24) hours of admittance into the SATREC. Documentation of intake and orientation shall be documented on the Personalized Program Plan (PPP) and maintained in the inmate's case file.

The Contractor shall perform intake and orientation tasks that address the following specific areas:

- 3.10.1** Facility Intake: Immediately upon the inmates' arrival at the SATREC, the Contractor shall notify the Officer-In-Charge (OIC) at the parent institution and shall complete a Department of Correction's Letter of Notice (Form DC6-102). The inmate shall be furnished a copy of the Letter of Notice (Form DC6-102) and must agree to abide by the conditions of the Letter of Notice as indicated by the inmate's signature. An inmate who refuses to sign the Letter of Notice after being admitted shall immediately, without delay, be returned to the physical custody of the Department.

3.10.2 Facility Orientation: Upon contract execution, the Contractor shall provide a copy of the orientation program to the Department's Contract Manager. The topics to be addressed in the orientation program for all inmates entering the SATREC shall include, but not be limited to, the following:

- (a) Facility rules and regulations, inmate handbook, daily schedule procedures, expected behavior, duties and responsibilities while at the SATREC;
- (b) Facility privileges including visitation, shopping trips, religious services and furloughs;
- (c) Substance Abuse Transition Re-Entry Services to be provided;
- (d) Employment services available, including job development, placement and retention; and
- (e) Management of personal funds and financial responsibilities.

The Contractor shall establish a written policy/procedure to compensate for inmates with language or literacy barriers in order to prevent them from misunderstanding any of the above topics. Inmates shall sign a "Certificate of Completion" upon completion of the orientation program, which shall be retained in the inmate's file.

3.10.3 Development of a Personalized Program Plan: The Contractor shall assess each inmate's substance abuse, educational, vocational, employment and re-entry needs, identify long term goals and areas requiring immediate attention and develop a Personalized Program Plan (PPP) on the inmate within fourteen (14) days of arrival, using Department Form DC6-118A or electronically documented in the Department's Work Release Inmate Management System (WRIMS). The Contractor shall be given the rights to access WRIMS upon contract execution. This plan shall facilitate successful re-entry to the community following incarceration. Any revisions to the PPP shall be made on Form DC6-118B –Modification or electronically entered into WRIMS. The Contractor shall meet with each inmate at least monthly to review the PPP and to evaluate and discuss the inmate's performance and progress in the program. Verbal feedback shall be provided to the inmate and the Contractor shall document the bi-weekly review on Form DC6-118C in the case file or electronically in WRIMS.

3.10.4 Case Files: The Contractor shall prepare a case file for each inmate upon Facility intake. This case file shall be housed and maintained at the SATREC until the inmate is discharged from the facility, at which time, the case file will be released to the parent institution, unless documented in WRIMS. The Contractor shall share all information and records pertaining to inmates with Department staff upon request. The Contractor shall comply with record-keeping requirements relating to documentation of inmate admission, employment, program services rendered to inmates, referrals to community providers, incident reports, and other similar information. The inmate's official record (master file) for inmates housed at the Contractor's SATREC will be ~~housed at and~~ maintained by the Department ~~at the parent institution~~. All case files shall contain documentation as required by the service specifications of the Contract, including but not limited to the following:

- (a) Classification and Admission Summary;
- (b) Documentation of intake and orientation signed by the inmate;
- (c) Financial obligations, payments, etc. (DC6-123);
- (d) Gain time evaluations;
- (e) Request forms and responses;
- (f) Grievance information;
- (g) Documentation of all incidents, corrective consultations/disciplinary reports, and rule violations;
- (h) All documents concerning inmate participation in the SAT/WR program;
- (i) Photograph and ID Sheet;
- (j) Checklist for Transfers to Community Release Program Facilities (DC6-127);
- (k) Personalized Program Plan (DC6-118A), if not in WRIMS;
- (l) Personalized Program Plan Modification Plan (DC6-118B), if not in WRIMS;
- (m) Monthly Progress Reports (DC6-118C), if not in WRIMS;

- (n) Approved Visitor's List;
- (o) Authorization for Release of Information (DC4-711B), if applicable;
- (p) Rules for residence and disciplinary policy, signed by inmate;
- (q) Employer's Community Work Release/Program Center Agreement (DC6-124);
- (r) Initial Intake Information Form;
- (s) Letter of Notice (DC6-106);
- (t) Furlough Agreement Type A (DC4-818);
- (u) Furlough Agreement Type B (DC4-819);
- (v) Type B Furlough Sponsor/Citizen Volunteer Agreement (DC4-828);
- (w) Employment Contacts (DC6-125), if not in WRIMS;
- (x) Inmate Personal Property List (DC6-224), if not in WRIMS;
- (y) Inmate Impounded Personal Property List (DC6-220), if not in WRIMS;
- (z) Receipt for Personal Property (DC6-227), if not in WRIMS;
- (aa) Certificate of Orientation (DC6-126);
- (bb) Inmate Program Participation Screen DC32 and DC72(Screen Prints); ~~and~~
- (cc) Inmate Program Achievement Screen DC34 (Screen Prints);
- (dd) Cell Phone Rules and Regulations (DC6-2075; and
- (ee) Community Release Center Electronic Monitoring Equipment Assignment Rules (DC6-199).

3.10.5 Health Records Files: The Contractor shall prepare a Health Records File for each inmate upon intake. The Contractor shall share all information and records pertaining to inmates with Department staff upon request, in compliance with the Health Insurance Portability and Accountability Act (HIPAA). All health records files shall contain documentation as required by the service specifications and at a minimum, shall contain:

- (a) Medical information;
- (b) Community Work Release/Program Center Health Assessment (DC4-760); and
- (c) Results of urinalysis.

3.10.6 Daily Log of Activities: The Contractor shall maintain a daily log in WRIMS that shall provide a daily record of activities and a method for information exchange between work shifts. This method of information exchange may take the place of briefings and shall provide updates as to the status of the facility and inmates in order to assist Contractor staff in managing any issues that might arise during the shift.

The daily log shall be approved in WRIMS by the designated supervisor at the end of each shift and indicate the SATREC inmate count, time of staff change and responsible staff. The log shall include, but not be limited to, the following information:

- (a) All inmate counts;
- (b) Escapes;
- (c) Receipt of new inmates;
- (d) Transfer, release or termination of inmates;
- (e) Arrivals and Departures of staff, visitors and or DC staff
- (f) Inmates who must be picked up at a specific time and location;
- (g) Status of inmates out on furloughs;
- (h) Special permission given to any inmate to do something that will take place during the incoming staff's shift;
- (i) Any unusual occurrences at the center during the preceding shift; and
- (j) Any other important information which the incoming staff should be aware of.

Upon written notice to the Contractor, the Department may direct that additional information be kept on the daily log.

The Contractor shall ensure that the daily logs correctly document the required information as they may be used in subsequent investigations, court cases, litigation or program audits. Therefore, it is important that these logs be completed for this purpose, as well as to adequately inform incoming staff of pertinent issues.

3.11 Information Technology Software

To assist in the facilitation of a successful SATREC, the Department has developed and will maintain a software application for use by the Contractor. The software application is known as the Work Release Information Management System (WRIMS). The application shall be used for operational purposes related to the provision of services under the contract resulting from this RFP and will provide inmate information, automation of daily program operations, electronic communications, forms, data collection capability and rules and procedures pertinent to the operation of a SATREC. This system is managed by the Department's Information Technology staff, and included is installation, availability, maintenance, help desk functions directly related to the application and security. No other person is allowed to troubleshoot or modify this application. Access to the personal computers and/or application is restricted to authorized Department and Contractor's staff.

The Contractor is responsible for providing their own equipment, computing devices, data network and connectivity devices. Contractor will allow Department staff that is stationed at their facility to use the Contractor's data network. The Department will maintain administrative control over any aspect of this service within its corrections environment to the degree necessary to maintain compliance with the U. S. Department of Justice CJIS Security Policy.

The Contractor and their staff will be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information. No disclosure or destruction of any Department data can occur without prior express consent from the Contract Manager. Access to Department information resources will require use of the Department's security access request application when applicable. Also, access to the Department's information network requires a Level II background check in accordance with Procedure 208.054 and as described in Section 435.04, F.S.

The WRIMS application is required to be used by the Contractor to communicate general status changes, updates and logging of daily activities at the facility. In addition to maintaining and communicating general status changes, the application provides a means of capturing specific data required for mandatory reporting. Data for monthly and quarterly reporting requirements as well as monitoring statistics shall be entered into the application by Contractor's staff and reports generated based on established timeframes. Application training for Contractor's staff will be provided by the Department. The Contractor shall comply with the Department's procedure number 206.004, Internet Services, which covers guidelines for intranet/internet usage and procedure number 206.007 User Security for Information Systems, which covers required User ID procedures. The Department may immediately cancel access to/use of this application if misused by Contractor's staff or its agents, or assigns.

It is the Contractors' responsibility to maintain knowledge of and compliance with relevant and applicable Department procedures. The contractor must agree to comply to any applicable requirement necessary to the Department's compliance with local, state, and federal code or law. The Contractor must recognize the Department's entitlement to all Department provided information or any information related to the Department generated as a result of or in participation with this service. Contractor agrees to provide any requested information in a Department-approved format.

Contractor workstations are not to access any resource or download any software from the Department's information network without prior approval. Contractor workstations accessing the Department's information network via the Department's remote access VPN must operate Windows XP or later operating system. Contractor workstations accessing the Department's information network via the VPN must operate with password protected screen savers enabled and configured for no more than 15 minutes of inactivity.

Contractor will be responsible for payment to the Department, for a one-time user fee in the amount of \$100 per user for Juniper VPN access.

Any access to the Departments network from an outside non-law enforcement entity must be done via the Department's remote access VPN. This service is provided by the Florida Department of Corrections. Once the Contractor has made the request thru the normal Department contacts, the Department will require a copy of their security policies and a network diagram. After review by the Departments network staff, Information Security staff, the Chief Information Officer will make the final decision on granting access.

Contractor staff with VPN access privileges to the Department's network shall not use non-Department email accounts (i.e., Hotmail, Yahoo, AOL), or other external information resources to conduct Department business, ensuring a reduced risk to Department data and that Department business is never confused with personal business.

With regard to VPN connections used by the Contractor that are provided by Department-approved VPN providers, the Department bears no responsibility if the installation of VPN software, or the use of any remote access systems, causes system lockups, crashes or complete or partial data loss on any Contractor computing or network equipment. The Contractor is solely responsible for protecting (backing up) all data present on its computing and network equipment and compliance with all regulatory legislation.

When VPN access is requested the requestor must also present an accurate and complete description of the requestor's information network, including all permanent and temporary remote connections made from and to the requestor's network, for Department review. Any access or connection to the Department's network not approved by the Chief Information Officer or the Department is strictly prohibited.

It is the responsibility of the authorized users with VPN privileges to ensure that unauthorized persons are not allowed access to the Department's network by way of these same privileges. At no time should any authorized user provide their user ID or password to anyone, including supervisors and family members. All users are responsible for the communications conducted by their workstations through the VPN connection to the Department. Any attempt to fraudulently access, test, measure or operate unapproved software on the Department's network is strictly prohibited. The use of any software capable of capturing information network packets for display or any other use is prohibited without the express consent of the Office of Information Technology.

3.12 Program Services

3.12.1 Substance Abuse Transitional Re-Entry Center Services

Every inmate at the facility will be enrolled in an appropriate level of substance abuse transitional re-entry programming. Specific programming needs will be determined on an individual basis by a substance abuse counselor. Upon execution of the Contract resulting from this RFP, the Contractor shall provide to the Contract Manager or designee for review and approval, a daily program schedule indicating how all required program activities, program modules, and services will be implemented at the program site. Any changes to the approved program schedule must be approved in advance and in writing by the Substance Abuse Program Contract Manager or designee.

3.12.2 Substance Abuse Programming

The Contractor shall provide the following substance abuse programming. All substance abuse services shall be provided in accordance with Rule 65D-30, F.A.C. and any applicable Department procedures, guidelines, rules or manuals.

3.12.2.1 Level I Prevention Services - The Contractor shall provide Level 1 Prevention Services utilizing the prevention strategies of Information Dissemination, Education, and

Alternatives. Prevention Counseling shall be provided to those inmates who have not been identified by the Department as a Mandatory Program Participant (MPP).

3.12.2.2 Outpatient Counseling Services – In addition to Level 1 Prevention Services, the Contractor shall provide outpatient substance abuse counseling to any inmate that is identified by the Department to be mandated for substance abuse program participation and who has not successfully completed an In-Prison Intensive Outpatient or Residential Program during the inmate’s current incarceration prior to placement in the SATREC. Outpatient substance abuse counseling will minimally consist of one (1) sixty (60) to ninety (90) minute process group meeting two (2) to four (4) times per week depending on individual clinical need, for a minimum of four (4) months. While involved in outpatient treatment, each inmate should receive a minimum of one (1) forty-five (45) minute individual counseling session per month. Additional individual counseling sessions shall be scheduled if clinically warranted. The clinical chart shall clearly justify the appropriate level of care.

3.12.2.3 Outpatient Aftercare Services – In addition to Level 1 Prevention Services and Outpatient Services, the Contractor shall provide aftercare substance abuse services to any inmate, including an inmate in the Work Release component, who has completed the Outpatient Substance Abuse programming module or who arrives at the facility having successfully completed an In-Prison Intensive Outpatient or Residential Program during their current incarceration prior to placement in the SATREC. Aftercare services shall include, at a minimum, one (1) sixty (60) to ninety (90) minute process group meeting one (1) time per week depending on individual clinical need until the inmate leaves the facility. While involved in aftercare treatment, each inmate should receive a minimum of one (1) forty-five (45) minute individual counseling session meeting one (1) time per month until the inmate leaves the facility. Additional aftercare groups and individual sessions should be provided if clinically warranted. The clinical chart shall clearly reflect the rationale to support the frequency of services provided.

3.12.2.4 Substance Abuse Program Rules and Records

The Contractor shall ensure that inmates participating in the Substance Abuse Transition Re-Entry Program have a safe environment for growth and positive risk-taking. The Contractor shall ensure that all inmates are oriented to and abide by all program rules established by the Department, including, but not limited to the following: Cardinal Rules (form DC5-738, Attachment 1), General Program Rules (form DC5-739, Attachment 2), Group Rules (form DC5-740, Attachment 3), and Major Program Rules (form DC5-741, Attachment 4). Each inmate shall be required to review program rules and sign a form indicating that they understand and agree to follow all rules. A copy of this form and of all substance abuse signed forms shall be kept in a Substance Abuse Clinical File.

Repeated rule violations may result in discharge from the program. Any inmate who violates a Cardinal Rule(s) shall be immediately discharged.

Each inmate shall be expected to arrive on time at all program activities. An inmate who fails to arrive on time will not be admitted to or given credit for the activity. In the event an inmate is late or absent from a scheduled treatment activity and the inmate's whereabouts cannot be immediately determined by Contractor’s staff, the Contractor’s staff shall immediately notify facility security staff and the parent institution for appropriate action.

The Contractor's Program Director shall be responsible for ensuring that all clinical files are complete and up-to-date, that information in each file is protected with respect to confidentiality laws, and that auditing of the files occurs on a regularly scheduled basis. The Contractor shall likewise ensure that information contained in the clinical files agrees with information entered into the Offender-Based Information System (OBIS). The department will provide the Contractor current information from OBIS in either hard copy format or by allowing electronic access.

The Contractor shall be responsible for maintenance of all clinical program records including, but not limited to, program service plans, progress notes, releases and recommendations, in accordance with Chapter 397, F.S. and Rule 65D-30, F.A.C., and Department procedures, manuals, technical instructions, and all updates thereto. In addition, the Contractor shall comply with all rules established by the Department concerning record keeping. Only Department- approved program forms shall be utilized in recording service delivery. All clinical files shall be maintained in a locked file cabinet.

3.12.3 Substance Abuse Program Modules

3.12.3.1 As part of comprehensive substance abuse programming, the Contractor shall provide the following Level 1 Prevention program services modules to all inmates who enter the facility. These modules shall be incorporated into the inmate's treatment plan or aftercare plan if being incorporated into those services or in a prevention plan if the inmate has not been mandated for treatment. Individuals shall have participation in these modules as noted in their daily schedule and documented in their clinical or prevention chart. All curriculums used must be evidenced based and approved by the Contract Manager or designee.

- 1) Thinking for a Change (T4C): Thinking for a Change is a cognitive-behavioral intervention for individuals involved with the criminal justice system created by the National Institute of Corrections (NIC) designed to reduce recidivism. In order to maintain program integrity, the Thinking for a Change program can only be administered by facilitators that have been trained by a qualified trainer. The Contractor is responsible for all costs related to the training and the delivery of this evidenced-based curriculum.
- 2) Victim Impact: Listen and Learn Published by Office of Victims or Crime or approved alternative.
- 3) Addiction Education to include health consequences (minimum of forty (40) hours).
- 4) Budgeting (minimum of forty (40) hours).
- 5) Nutrition/Personal Hygiene/Communicable Diseases (minimum of forty (40) hours).
- 6) Family Connectivity/Family Reunification/Parenting (minimum of forty (40) hours).
- 7) Human Relationships and Interpersonal Skills (minimum of forty (40) hours).

Inmates may be exempted from participation in the above required modules, or any section of the required modules, if they have documentation of having already completed a similar evidenced based module during this commitment or documented clinical justification that the module or section of the module is not needed by an individual. This justification must be documented in the clinical chart. The approval must be in writing in the chart and signed by the Clinical Director.

3.12.3.2 Skill Building Programming:

Based on the inmate's individual needs, the Contractor shall also offer other psycho-educational and skill building programming. Such programming may include:

- 1) Motivational Techniques
- 2) Domestic Violence Prevention
- 3) Anxiety/Depression Management
- 4) Trauma Reduction
- 5) Anger Management
- 6) Stress Reduction and Management
- 7) Examination of Attitudes and Beliefs
- 8) Communication, Listening, and Assertiveness Skills
- 9) Problem Solving and Decision Making

These groups shall not exceed twenty-five (25) participants. All curricula used shall be evidenced-based and approved by the Substance Abuse Program Contract Manger or designee prior to being utilized. The inmate's prevention, treatment or aftercare plan and daily schedule shall reflect participation in any needed psycho-educational or skill building programming.

3.12.4 Educational Component

The Contractor shall provide a comprehensive educational component, at no cost to the department or inmate to enable each inmate to obtain basic skills commensurate with his/her abilities. This program shall be operational a minimum of forty (40) hours per week. All inmates who do not have documentation of a High School Diploma or GED shall participate in the educational component as part of their substance abuse treatment or aftercare plan. The educational component shall include Adult Basic Education (ABE) classes and General Education Diploma (GED) classes that meet the Florida Department of Education/Adult curriculum framework standards. The Contractor shall have the ability to ensure that eligible inmates can take the GED test at the facility site or obtain prior approval from the Contract Manager and parent Facility Warden for alternate testing arrangements in the community. All academic supplies shall be the responsibility of the contractor. The Contractor may utilize the local school board and/or other community resources to provide this component. The inmate's treatment plan, aftercare plan, prevention plan and daily schedule shall reflect participation in any needed educational programming.

3.12.5 Vocational Component

The Contractor shall administer career and technical education/vocational programs pursuant to DC Procedure 502.001, Career and Technical Education for Inmates (Exhibit B), Florida Statutes, and Florida Administrative Code. Vocational training programs should result in industry certification that is aligned with current labor market. The Contractor shall be responsible for all costs associated with the vocational program(s). A minimum of one vocational programming must be offered at all times. The Department reserves the right to require additional vocational programs if the demand of the program population is not adequately met. The Contractor shall provide a certificate of completion/diploma to each inmate who successfully completes a vocational program. The inmate's treatment plan, aftercare plan or prevention plan and daily schedule shall reflect participation in any needed vocational programming. The vocational programs(s) shall have a minimum of fifteen (15) inmates enrolled and actively participating in the program(s).

3.12.6 Employment and Transition Services

3.12.6.1 Contractors are encouraged to assist inmates in obtaining job placements that maximize inmate earnings. The better jobs will result in higher hourly wages earned by the inmates, resulting in maximizing subsistence fees to be retained by the Contractor.

3.12.6.2 The Contractor shall provide employment and transition services to inmates based on the same premise as the Department's current program for extension of the limits of confinement (Work Release). Services provided are intended to facilitate successful re-entry into society upon completion of incarceration through development of independent living skills and economic self-sufficiency gained through meaningful employment. The Contractor shall provide employment and transition services to include, but not be limited to, the following:

3.12.6.2.1 Job Placement: The Contractor shall assist inmates with application of job skills such as:

- (a) Completing job applications;
- (b) Appropriate interviewing techniques;
- (c) Realistic expectations about salary, hours, benefits; and
- (d) Acceptable grooming, personal hygiene, demeanor and attitude.

The Contractor shall also assist participants with obtaining a Driver's License and/or a Social Security card, if necessary. This assistance will be provided on an ongoing basis throughout the inmate's participation in the SATREC.

3.12.6.2.2 Job Retention: The Contractor shall assist inmates with developing and applying job retention skills including, but not limited to:

- (a) Satisfactory presence on a job;
- (b) Following rules and regulations;
- (c) Getting along with supervisor(s) and co-workers; and
- (d) Desirable work habits and attributes.

3.12.6.2.3 Job Changes and/or Advancement: The Contractor shall provide ongoing instruction related to job changing and/or advancement techniques, including, but not limited to:

- (a) When job changes are appropriate;
- (b) Proper steps for leaving/terminating jobs; and
- (c) Strategies for seeking job advancement and promotions.

3.12.6.3 Through linkages to public and private employers, trade and vocational schools, and employment referral services in the community, the Contractor shall facilitate opportunities for employment and training. Inmate participants engaged in additional community-based vocational and/or educational training programs shall be required to maintain paid employment a minimum of twenty (20) hours per week. Employment and work schedules should be incorporated into the inmate's treatment plan, aftercare plan and/or daily schedule.

3.12.6.3.1 Re-entry/Transition Plan

All inmates shall participate in the development of a comprehensive Re-Entry/Transition Plan prior to their release from the SATREC facility.

This shall be accomplished through a multidisciplinary team (MDST) which includes classification and contract staff. Contractor staff must approve this plan. A copy shall be placed in the inmate's classification file and the clinical substance abuse or prevention file.

3.12.6.3.2 Substance Abuse Clinical Files

All inmates receiving outpatient and aftercare or intervention substance abuse programming services shall have a clinical chart. Provision and documentation of all substance abuse services including the program plan and daily schedule, psychosocial assessment/screening requirements, initial and individualized service plan requirements, aftercare/intervention plans, progress/summary notes and discharge summaries shall be completed in accordance with Rule 65D-30, F.A.C., and all revisions and updates thereto.

3.12.7 Substance Abuse Program Quality Assurance

The Contractor shall develop, implement and utilize a quality assurance program to ensure that high-quality program services are delivered. This program shall meet the minimum requirements established in Chapter 397, F.S., and Rule 65D-30, F.A.C. The Contract Manager or designee shall approve this program.

At a minimum, the Contractor's quality assurance program shall include provisions for clinical supervision, peer reviews and staff in-service training.

The Contractor shall participate in ongoing program quality improvement as requested by the department. The Contractor shall be responsible for all costs incurred as a result of this quality improvement.

3.12.8 Substance Abuse Program Clinical Supervision Requirements

The Contractor shall provide on-site clinical supervision no less than four (4) hours per month, per counselor. Clinical supervision shall be provided by the designated on-site Program Director/Clinical Supervisor and at a minimum shall include:

- 3.12.8.1** One (1) individual, face-to-face interview of one (1) hours' duration with each counselor to discuss clinical problems, program issues and training needs. This interview shall be documented and signed by the counselor and the supervisor.
- 3.12.8.2** One (1) hour observing group or individual counseling conducted by each counselor. Documentation of the observation shall be signed and dated by the counselor and supervisor.
- 3.12.8.3** Review of clinical charts which shall be signed, dated and credentialed by the Qualified Professional (Program Director) in accordance with Rule 65D-30, F.A.C. and Chapter 397, F.S. In addition, a minimum of five (5) charts or ten percent (10%) of the program's total charts, whichever is greater, must be reviewed monthly. The Program Director/Clinical Supervisor shall document the results of this review and submit the results with the clinical supervision report. The Program Director/Clinical Supervisor shall be responsible for the overall quality of each clinical file.

3.13 Additional Service Requirements

The Contractor shall perform service tasks including, but not limited to, the following:

- 3.13.1 Faith-Based Activities: The Contractor shall provide access for inmates to non-denominational and denominational services a minimum of one (1) time per week not to exceed three (3) hours in duration as directed in Rule 33-601.602, F.A.C.
- 3.13.2 Curriculum on Tobacco Cessation: The Contractor shall provide a tobacco cessation curriculum and interventions to inmates who express a desire to participate in such a program or demonstrate the need to participate in the program. The inmate's individualized service/treatment plan will reflect this goal and all related interventions.
- 3.13.3 Monthly Activity Log: Counselors shall maintain a Monthly Activity Log for each inmate. The Activity Log will reflect participation in all educational and treatment groups, support groups, individual or family sessions, TC work assignments, TC groups and individual recovery work.
- 3.13.4 Family Counseling: In coordination with Department staff, sessions may be offered for inmates' family members as needed, as clinically appropriate, and in accordance with the Department's rules on Visitation, per Chapter 33-601, F.A.C.
- 3.13.5 Wellness /Fitness Program: Each inmate shall participate in on-site structured wellness /fitness activities on a regularly scheduled basis to help them develop leisure time interests.
- 3.13.6 Urinalysis: Contractor staff shall obtain a "Urinalysis Consent Form" (DC5-710) for each inmate, record urinalysis results in the inmate's clinical file and monitor the frequency of testing to ensure inmates are tested in accordance with Department procedures.
- 3.13.7 Inmate Progress: The Contractor is required to utilize Texas Christian University "Client Evaluation of Self and Treatment" (CEST). The scales provide a baseline for *monitoring inmate performance and psychosocial changes during treatment* both at the inmate level and the overall program level. Besides motivation, psychological, and social functioning, inmate self-ratings also are obtained on *treatment needs, services received, treatment satisfaction, counseling rapport, treatment participation, peer support, and (outside) social support*--all representing indicators related to outcomes during and following the treatment. The repeated assessments overtime provide a basis for monitoring inmate change and case planning.
- 3.13.8 Support Groups: The Contractor shall ensure alternative support groups are offered weekly on-site.
- 3.13.9 The Contractor shall provide or operate canteen or commissary services to inmates in the program. This may be accomplished through a contract, provision through on-site commissary services, or the Contractor may shop at least weekly for the inmates. If canteen services are provided rather than shopping for the inmate, canteen items must be commensurate to those items provided at Department institutions. The inmates must be provided receipt for goods receive and deducted from his inmate account.

At no cost to the inmate, the Contractor shall ensure that barber services are operated and equipped in accordance with Department procedure 108.014 and the Department's Environmental Health and Safety Manual.

3.14 Program Service Modification Guidelines

Based on the mission and/or the needs of its inmate population and on available funding, the Department reserves the right to require the Contractor to adjust the number of inmates served, adjust the type or length of service that is currently being provided and increase or decrease the number of staff positions required to provide the service requested under this Contract. This may include, but is not limited to: the Contractor providing different program types or a combination of program types other than those originally contracted, or increasing or decreasing the number of hours the Contractor's staff may be required to work. Therefore, the Contractor should be prepared in advance to make any necessary changes in program design or requirements, service provision, service locations and/or staffing levels. The Department shall provide written notice to the Contractor thirty (30) days in advance of any required changes to the Scope of Service that affect the Contractor's staffing levels and service locations. In addition, the Contract Manager shall provide written notice to the Contractor thirty (30) days in advance of any other program or administrative changes.

3.15 Program Operations

3.15.1 General Provisions

- 3.15.1.1 Meals:** The Contractor shall provide, at no cost to the inmates, meals in accordance with Florida Administrative Code, Rule 33-204.002 and 33-204.003 and food preparation and service shall be in compliance with all Department requirements and applicable federal, state and local health codes, rules and regulations and all related rules and regulations governing food service.
- 3.15.1.2 Posting of Rules:** The Contractor shall post all notices of rule development, notices of proposed rulemaking and notices of changes to administrative rules that are related to the Department. With the exception of restricted procedures, the Contractor shall make all current Department policies and procedures accessible to inmates.
- 3.15.1.3 Inmate Property:** The Contractor shall ensure the safeguard of inmates' personal property in accordance with Section 33-602.201 Florida Administrative Code. Unless otherwise directed, all property received shall be processed at the designated parent institution/facility and inventoried on Form DC6-224, Inmate Personal Property List, or Form DC6-220, Inmate Impounded Personal Property List, as applicable, in accordance with Section 33-602.201, Florida Administrative Code or listed in WRIMS.
- 3.15.1.4 Inmates Supervising Inmates:** Under no circumstances will any inmate have a position of authority over another inmate.
- 3.15.1.5 Family Visitation (Type B) Furloughs:** Inmates who are determined by the Department to be eligible for Type B furloughs pursuant to Rule 33-601.603, F.A.C., will be so identified in the Transfer Packet provided to the Contractor upon arrival at the program. Inmates not approved upon their arrival at the program for Type B furloughs will be evaluated for approval by the Department upon achieving time frame eligibility. However, regardless of eligibility, only inmates in the work component may be considered for furlough. Inmates may be granted family visitation (Type B) furloughs in accordance with department rules governing furloughs and as clinically appropriate. Furloughs shall be for family visitation only, to a location with a hard-line telephone connection, and shall be limited to a maximum of eight (8) hours duration between the hours of 8 a.m. and

5 p.m. While the inmate is on furlough, the Contractor shall make a minimum of one (1) telephonic check to ensure inmates are at their approved furlough location for the duration of the furlough. Telephonic checks shall be documented and placed in the inmate's progress notes. Furlough lengths will be granted in gradual increments based on individual progress.

- 3.15.1.6 Furlough Sponsors:** The Contractor shall provide the Classification Officer at the parent institution with the name(s) and all pertinent information of proposed furlough sponsor(s) for the inmate. The inmate shall designate proposed furlough sponsors and provide all related information to the Contractor. The Classification Officer will then process the request pursuant to Chapter 33-601.603, F.A.C.
- 3.15.1.7 Off-Site Activities:** The Contractor may approve inmates to participate in the following off-site program-related activities only: support groups including AA and NA meetings; and G.E.D. testing under the supervision of contract staff. The time allowed for these off-site activities shall be limited to the amount of time necessary to complete the activity. Off-site activities not specifically described above must be approved by the Warden or designee of the parent institution.
- 3.15.1.8 Fund Raising by Inmates:** Inmates are not authorized to participate in any fund raising activities of any kind either individually or as directed by the Contractor unless jointly approved by the Contract Manager and Warden of the parent institution in writing.
- 3.15.1.9 Visitors' Procedure:** The Contractor shall establish a written visitors' procedure that outlines the processes and policies, including allowable dates and time frames that visitors shall abide by when visiting inmates at the facility in accordance with Rules 33.601.713-.737, F.A.C. This shall be posted according to the requirements in the administrative rule and also be made available for visitors upon request.
- 3.15.1.10 Inmate Mail:** All inmate mail shall be delivered to a central location at the facility as determined by the Contractor. The Contractor shall develop procedures regarding the distribution of mail to the inmate population pursuant to Chapters 33-210.101, 102 and 103, F.A.C., Routine Mail, Legal Documents and Legal Mail and Privileged Mail.
- 3.15.1.11 Telephone Use:** Access to adequate on-site telephone service to make and receive calls. Telephone service must be provided in accordance with Rule 33.602.205 F.A.C., Inmate Telephone Use.
- 3.15.1.12 Inmate Co-payment:** The Department may, at any time, implement a method of co-payment for services provided in the program described in this Contract. Inmates may be required to pay a co-payment for treatment. The co-payment will be based on a sliding scale established by the Department with the assistance of the Contractor. When making a determination of the inmate's ability to make co-payments, the inmate's complete financial status shall be considered (i.e., indebtedness, court-ordered payments, etc.). The Contractor shall be required to comply with any protocol of co-payment that is implemented by the Department.
- 3.15.1.13 Inmate Release:** All inmates referred by the Department shall remain in the treatment facility until the expiration of their sentence or until returned to the Department by the Contractor. All inmates scheduled for release shall have an established release plan, and shall be released in accordance with Department policies and procedures and coordinated by the designated Department staff

member at the parent institution. The Contractor shall also establish a written procedure outlining the process for release of an inmate at expiration or termination of sentence. Contractor shall release inmates in compliance with the Department's rules and procedures pertaining to release as found in the requirements of Rules 33-601.501-503, Florida Administrative Code, which establishes the procedure to be followed in providing a discharge gratuity and travel to eligible inmates upon their release. Contractor shall follow procedures which are identical to those in Rules 33-601.501-503, Florida Administrative Code, and make payment from its fund to eligible inmates. The Department shall not reimburse Contractor for discharge or travel gratuity payments made. The funds for this should be incorporated into the Per Diem Rate. A monthly report to include the inmates released and the corresponding receipts for the discharge gratuity and travel payments shall be submitted to the Local Contract Coordinator.

3.15.1.14 Inmate Termination from the SATREC: All behavior problems, escapes, disciplinary problems, unusual incidents, special medical issues and requests for inmates to be removed from the SATREC shall be reported to the OIC of the parent institution. An inmate may be terminated and returned to the physical custody of the Department from the facility when it has been determined that to do so is in the best interests of the Department, the SATREC, and/or the inmate or for any other compelling reason related to public safety. Pursuant to this RFP and Department policy, the Warden of the parent institution or other Department staff is responsible and authorized to approve an inmate's termination from the SATREC. If it becomes necessary to terminate an inmate from the SATREC, Department staff or other law enforcement staff shall assume physical custody of the inmate and transport the inmate to an appropriate facility. For any termination for disciplinary reasons, the Contractor shall prepare a disciplinary report as outlined in Section 3.19.3, Disciplinary Reporting. The Contractor shall remit any funds the inmate may have pursuant to Section 3.13.3.4, of this RFP.

3.15.1.15 Death of an Inmate: In the event of the death of an inmate, the Contractor shall immediately notify the Department designated staff member. All deaths shall be handled in accordance with Chapter 33-401.301, Florida Administrative Code, Inmate Deaths, and comply with all notification requirements specified in Rule 65D-30, F.A.C. and all updates.

3.15.2 Security Provisions

3.15.2.1 Searches: The Contractor shall conduct searches of the facility and personal belongings of the inmates pursuant to Department Procedure Number 602.018, Contraband and Searches of Inmates, when deemed appropriate by the Facility's Director or whenever requested by the Department. All searches must be performed in accordance with Chapter 33-602.204, F.A.C., Searches of Inmates.

3.15.2.2 Contraband: Contraband, as defined in Chapter 33-602.203, F.A.C., possessed by an inmate shall be confiscated and secured following the Department's chain-of-evidence rules, and documented on Contraband Log Form DC6-219. An Incident Report detailing the occurrence shall be prepared and forwarded to the parent institution. Any contraband as defined in § 944.47 F.S., possessed by a visitor shall be confiscated and secured following the Department's chain-of-evidence rules, and documented on Contraband Log Form DC6-219. The Officer-in-Charge (OIC) at the parent institution shall be notified immediately and an incident report detailing the occurrence shall be prepared and forwarded to the

parent institution's Classification Officer. Contraband Logs shall be made available to the Department upon request.

- 3.15.2.3 Inmate Movement:** The Contractor shall be accountable for the whereabouts of all inmates at all times and shall establish written policies and procedures by which to monitor inmate movement, including periodic counting. Sign-in and sign-out procedures shall include methods for locating inmates failing to return to the facility at the appointed time. The policy and procedures shall be developed and mutually agreed upon by the Bureau of Substance Abuse Program and Treatment Services, Warden from the parent institution and the Contractor. The policy and procedure shall contain provisions where any time an inmate cannot be located and the inmate's whereabouts are not known to program personnel, the Contractor shall immediately notify the designated Department staff at the parent institution.
- 3.15.2.4 Inmate Counts:** The Contractor shall conduct a minimum of three (3) head counts per day, at least six (6) hours apart. The Contractor may also conduct other counts as deemed appropriate by the Contractor, accounting for all inmates either on or off the premises. If at any time an inmate cannot be located and the inmate's whereabouts are not known to program personnel, the Contractor shall immediately notify the designated Department staff at the parent institution and the local contract coordinator.
- 3.15.2.5 Sign In/Sign Out Process:** The Contractor shall develop a procedure for the furlough process whereby all inmates will sign in and out of the facility and their whereabouts will be accounted for at all times. The procedure shall address a method for notifying facility staff when the inmate has signed out of the facility and is due to return. The sign in/sign out process shall be logged on Form DC6-180 pursuant to Chapter 33-601.603, F.A.C.
- 3.15.2.6 Escapes:** Any inmate who fails to remain within an approved designated area under the facility's specified terms or fails to return to the facility at the time prescribed shall be placed on escape status. If, at any time, the inmate cannot be located and his whereabouts are unknown to the Contractor's staff, the Contractor shall immediately notify the Department's designated Officer-in-Charge at the parent institution. Personal property left by an escaped inmate shall be secured, inventoried, and made available for the parent institution to pick up, and all remaining funds belonging to the inmate shall be forwarded to the parent institution. A Disciplinary Report shall be initiated in accordance with Section 3.19.3.
- 3.15.2.7 Security Equipment:** The Contractor shall maintain adequate security equipment, e.g., handcuffs, leg irons, waist chains, and flex cuffs to ensure custody and control of the inmate population in the event of an emergency. Proper control and inventory of security equipment will be maintained at all times.
- 3.15.2.8 Incident Reports:** The Contractor shall report all incidents to the Warden or designee of the parent facility and the Contract Manager or designee for final review within twenty-four (24) hours of occurrence, or of the Contractor's knowledge of the incident, whichever occurs first. Reportable incidents include, but are not limited to, the following:

- a. Incidents involving any use of force by a member of the Contractor's staff upon any inmate;
- b. Significant staff disciplinary incidents;
- c. Staff employment terminations;
- d. Any and all new staff arrests regardless of offense;
- e. Physical or verbal threats;
- f. Assault by an inmate upon another inmate, Contractor's staff, citizens, employers, or others;
- g. Destruction of property;
- h. Inmate medical emergencies; and
- i. Incidents involving citizens, employers, inmate families, and others.

The Contractor shall maintain all incident reports (Form DC6-210) at the SATREC. The information collected shall include but not be limited to the name of the inmate, visitor or staff involved in the incident, DC# of the inmate, nature and details of the incident, name of staff reporting the incident and disposition, if available. Any Contractor Incident Reports shall be filed by month in chronological order.

3.15.3 Inmate Trust Fund Accounts

3.15.3.1 Contractor's Trust Account

The Contractor shall open a non-interest bearing trust account in a qualified public depository (bank) and shall provide for an accounting system of the Trust Account that has the capability of reflecting individual inmate trust account (sub-account) detail balances in accordance with the requirements outlined in this section. Pursuant to Section 944.516(1)(h), Florida Statutes, and Rule 33-203.201 Florida Administrative Code, the Contractor shall charge an administrative processing fee for banking services per inmate, per month. The fees shall be collected from inmates and shall be retained by the Contractor and the same amount shall be deducted by the Contractor from the monthly payment billing submitted to the Department. The Contractor shall attach to each monthly payment billing a statement summarizing all fees collected from inmates for the month. Each fee shall be clearly itemized with the amount and a general description shown.

In managing the Trust Account, the Contractor shall be accountable for the control and administration of inmates' personal funds in the same capacity and degree of responsibility as required of the Department of Corrections under applicable state and/or federal law.

No inmate shall be allowed to open any outside bank account while at the Program facility

3.15.3.2 Trust Account Audit

The Contractor will provide to the Department a report from an independent certified public accounting firm verifying that the Contractor's trust account and individual inmate trust accounts accurately and completely reflect all deposits and deductions. The audit shall be done in accordance with Generally Accepted Auditing Standards (GAAS) for independent auditors. The auditing reports shall contain a certification from the auditing firm that its findings are totally unbiased and independent of the Contractor's interest. The

reports shall be submitted to the Contract Manager or designee and are due to the Department within thirty (30) days after the end of every twelve-month period of the Contract for the duration of the Contract, including any renewal period. Should the annual trust fund audit require a corrective action plan, the trust fund audit requirement will be required semi-annually.

When issues of non-compliance are identified in a report from an independent certified public accounting firm, a Corrective Action Plan (CAP) shall be required of the Contractor addressing all non-compliant issues. Submission of a CAP shall be subject to the same terms and conditions as referenced in Section 3.26 Monitoring Methodologies.

3.15.3.3 Surety Bond

The Contractor shall post a surety bond in the amount of \$250,000 or in the amount of \$2,000 per bed for 80% of the contracted beds to protect against the loss of inmate funds. The surety bond shall be issued from a reliable Surety Company acceptable to the Department, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Said surety bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the surety bond on behalf of the Surety has the authority to do so on the date of the surety bond. The surety bond shall be in effect for the term of the Contract, shall name the Department as the obligee, and shall be furnished to the Department's Contract Administrator within ten (10) days of Contract execution. Upon any renewal of the Contract which may result from this Contract, the Contractor shall provide proof that the surety bond has been renewed for the term of the entire renewal period.

3.15.3.4 Transfer of Existing Inmate Trust Account Balances

Transfer of any balance of funds in inmate trust accounts held by the Department will be forwarded by the Department in the form of a check to the Contracted vendor within fifteen (15) working days after transfer. Each transfer of funds will be accompanied by a report showing the detail of sub-account balances for each inmate transferred.

3.15.3.5 Inmate Trust Accounts

The Contractor shall ensure that all funds received by inmates are deposited in the Contractor's Trust Account. Funds shall include all funds the inmate may receive from any other outside source. The Contractor shall provide each inmate a receipt of all funds deposited.

The Contractor shall monitor the sub-accounts in accordance with acceptable accounting procedures. Any abnormal deposit of funds shall be brought to the attention of the Contract Manager or designee.

At the end of each month, the Contractor shall provide a statement of the sub-account to the inmate. The statement shall include current balances, deposits, and deductions for allowable fees and obligations.

Note: In cases of inmates paid by electronic funds transfer (EFT), the contractor's trust account shall accept EFT for those inmates who receive payment from an employer by EFT means. All information necessary to carry

out an EFT shall be provided directly to employers by the contractor and at no time shall that information be available to the inmate.

3.15.3.6 Inmate Personalized Program Plan/ Budget Sheet

Current inmate financial obligation information at time of assignment will be verified by Department staff prior to the inmate being placed at the SATREC will be provided with the Transfer Packet.

Upon the inmate's arrival at the SATREC, the Contractor will assist the inmate in developing Section III, Budget Plan, a subsection of the Personalized Program Plan (PPP) (Form DC6-118A) or in WRIMS (See Section II., F., 3.). The Budget Plan shall outline planned deductions from the inmate's net earnings. The following outlines different types of deductions that may be required:

- a. **COPS Obligations:** For each inmate assigned to the SATREC, the Department will provide to the Contractor a written balance owed by the inmate for restitution, court costs, fines, and other court ordered and non-court ordered payments. For the purposes of this section, these specific balances owed by the inmate will be referred to as the "COPS Obligation".
- b. **DC Obligations:** The Department will also provide in writing any balance of obligations owed by the inmate to the Department of Corrections. For the purposes of this section, this specific balance owed by the inmate will be referred to as "DC Obligations".
- c. **Transportation Fee:** Inmates may be assessed a fee of three dollars (\$3.00) each way for transportation to and from jobs, and vocational and educational programs, if the Contractor provides the transportation.
- d. **Family Dependent Deduction:** Payments ordered by the Department for the support of the inmate's dependents, if applicable.
- e. **Saving Deduction:** The inmate's plan for disbursement of earnings shall include a provision that a percent of the net income will be placed in savings for disbursement upon release, not to be less than 10% of the monthly net income.
- f. **Other Authorized Deductions:** The inmate is responsible for his/her expenses incurred for medical/dental payments, legal copying, prison litigation filing fees when the inmate has filed a lawsuit against the Department, and repayment for any loan provided to the inmate by the Contractor. Other authorized deductions may be made in accordance with the amounts set forth in the chart in Section 3.15.3.7.
- g. **Inmate Weekly Draw:** In accordance with Rule 33-203.201(3), F.A.C., inmates at the Substance Abuse Transitional/Work Release (Re-entry) Program Center with a sufficient balance in their individual inmate trust account will be allowed to request a weekly cash allowance of up to one hundred dollars (\$100.00), as authorized by the Secretary of the Department to be expended for personal use. The maximum weekly draw amount may be increased/decreased upon **written notice from the Contract Manager** or designee.
- h. **Special Withdrawals:** After the Contractor retains the allowable subsistence fees, COPS obligations and DC obligations, Family Assistance, Savings, and any Other Authorized Deductions and provides for Inmate Weekly Draws, Substance Abuse Transitional/Work Release (Re-entry) Program Center inmates may be permitted to withdraw additional funds for any or all of the following purposes if approved by the Contractor:

- 1) To purchase certain tools or equipment if required for approved employment purposes. Inmates are required to purchase these items from their own funds. If the inmate does not have money upon arrival at the Center, they may be granted an interest-free loan from the Contractor only in an amount sufficient to purchase the tools or equipment. If inmates do not have the necessary clothing appropriate for the job they are seeking, the cost of such clothing should be taken into consideration when approving a loan, however, such money will not exceed seventy-five dollars (\$75);
 - 2) To make additional payments of restitution, fines, and court costs, or to comply with a civil judgment, if applicable; and
 - 3) For any other legitimate personal expense outlined on the Budget Sheet of the PPP, including, but not limited to, additional deductions for family finance assistance such as electric bills, food costs, gifts for family members, or deposits required for housing expenses upon release, not otherwise included in the Family Dependent Deduction.
- i. Banking Fee:** Pursuant to Section 944.516, F.S. and Rule 33-203.201, F.A.C., inmates shall be assessed an administrative processing fee for banking services per inmate, per month. The fee shall be collected from the inmate and retained by the Contractor and the same amount shall be deducted by the Contractor from the monthly payment billing submitted to the Department.
- j. Collection of Subsistence:** The Contractor shall assess employed inmates a daily subsistence fee not to exceed 55% of the inmates' weekly net wages. The subsistence fee shall be collected and retained by the Contractor. The total combined subsistence fee and the Contractor's per diem rate shall not exceed the Department's published prior FY total inmate cost per day as published annually in the Florida Department of Corrections Annual Report located on the Florida Department of Corrections website. The Department will not be responsible for collecting any subsistence fees from the participant, including collection of unpaid or overdue amounts.

Any modification to the maximum amount of the subsistence fee must be accomplished by a formal contract amendment. Collection of the allowable subsistence fee will not decrease the Contractor's per diem payment rate nor will failure to collect maximum subsistence fees increase the per diem payment rate.

3.15.3.7 Deduction Chart

Listed below is a chart of deductions and the minimum or maximum deduction required with method of deduction/retention indicated.

Allowable Fees, Obligations And Deductions:	Required Amount of Deduction (if indicated on the PPP):	Method of Deduction/Retention in Accordance with PPP:
Subsistence Fee	55% of Net Earnings	Retained by Contractor
Transportation Fee	\$3.00 each way/if Contractor provided	Retained by Contractor
*Banking Service Fee	*Not to exceed \$6.00 per month	*Retained by Contractor
COPS Obligations	Not less than 10% of net earnings or balance owed	Remitted to Department monthly
DC Obligations	Not less than 10% of net earnings or	Remitted to Department

	balance owed	monthly
Family Dependent Deductions	Not less than 10% of net earnings or balance owed	Disbursed in accordance with PPP
Savings (for disbursement upon release)	Not less than 10% of earnings	Retained in Trust Account and provided to inmate upon release
Other Authorized Deductions	Not less than 10% of net earnings for Contractor Loans, Medical/Dental payment, legal copying, prison litigation expenses. Deductions until balance is -0-.	Disbursed in accordance with PPP

*Note: See Rule 33-203.201, F.A.C., for specific requirements. Total monthly fee amount shall be deducted from monthly billing.

Optional Deductions (if authorized on PPP and Funds Remain):	Requirements:	Method of Deduction/Retention in Accordance with PPP:
Inmate Weekly Draw	Not to Exceed \$100.00	Disbursed in accordance with the PPP.
Special Withdrawals	If funds remain, as indicated on Budget Plan of PPP and indicated in Section II., S., 6., h., Special Withdrawals	Disbursed in accordance with the PPP.
Remaining Net Inmate Income		Retained in Trust Account

3.15.3.8 Monthly Disbursement of Funds to DC

- a. **Remittance of DC Obligations:** On or before the tenth (10th) day of the month, the Contractor shall remit to the Department from the Trust Fund account all funds that were deducted for DC obligations from the previous month. Remittance shall be made payable to the Department and submitted to the Department of Corrections, Inmate Bank Section, P. O. Box 12100 Tallahassee, FL 32317. Remittance of funds shall be submitted with back-up documentation including the inmate's name, DC#, and amount of funds remitted for each inmate.
- b. **Remittance of COPS Obligations:** On or before the 10th day of the month, the Contractor shall remit to the Department from the Trust Fund Account all funds deducted for COPS obligations (restitution, court costs, fines and deductions made pursuant to court order) from the previous month. Remittance shall be made payable to the Department of Corrections and submitted to the DOC, Court-Ordered Payments Section, P.O. Box 12300, Tallahassee FL 32317. Remittance of funds shall be submitted with back-up documentation including the inmate's name, DC#, and amount of funds remitted for each inmate.
- c. **Electronic Funds Transfer:** If the Contractor wishes to submit remittances to the Department through an electronic funds transfer (EFT), the Contractor shall submit a written request to the Department's Court Ordered Payments Section, P.O. Box 12300 Tallahassee, FL 32317, to set up EFT account information.

3.15.3.9 Disbursement of Inmate funds upon Termination/Transfer or Release

When an inmate is terminated/transferred out of the Substance Abuse Transitional/Work Release (Re-entry) Program Center and out of the control of the Contractor and back into the physical custody of the Department, the inmate's balance in the trust account at time of termination/transfer shall be forwarded to the Department. All such funds shall be remitted to the Department's Inmate Trust Fund Section, P.O. Box 12100, Tallahassee, Florida 32317 with a detailed report of current balance, deposits, and deductions.

When an inmate reaches End-of-Sentence (EOS) while at the Contractor's facility, and is released from the custody and control of the Department, the inmate's balance in the trust account at time of discharge shall be made available to the inmate. Prior to releasing the account balance to the inmate, all Department obligations shall be paid from any available funds.

3.15.4 Health Care Services

The Contractor is not responsible for the provision of direct health care or for payment for healthcare and related services unless otherwise specified in this RFP. The Contractor is, however, responsible for ensuring the availability of and access to health care services within the vicinity of the SATREC and through the Department of Corrections (DC) for each inmate, as prescribed in the documents included with the inmate's transfer packet, including the continuity care plan, if applicable. Health services include medical care, mental health services, dental services, pharmacy or other services deemed necessary.

The Contractor shall utilize resources within the local area of the SATREC for inmates' access to routine as well as emergency health care services which shall include, as applicable community hospitals, County Health Departments, Community Mental Health Centers, and pharmacies. Each SATREC will be linked to a parent institution of the same gender as the SATREC and this linkage will include access to the health care provided by the healthcare staff contracted with the Department at no cost to the SATREC or to the inmate (other than routine inmate co-pay).

Prior to the inmate's placement in a SATREC, the discharging DC facility's contracted health services' staff will make every attempt to link the inmate with community services according to clinical need. In the event the inmate is HIV positive, a DC pre-release HIV planner will ensure continuity of care upon placement and will make follow-up appointments at appropriate health care facilities within the general locale of the SATREC.

The transferring institution's contracted healthcare staff will forward a completed Health Information Transfer Summary (DC4-670) to the SATREC with the inmate. This form will include relevant medical or mental health information such as on-going treatment needs, pending appointments, physical and mental health status, and medications.

The Contractor shall ensure the availability and accessibility of emergency medical services for work release inmates within the community. Resources shall be identified to include emergency medical, dental and mental health services. Unless a life-threatening emergency occurs, all off-site services that the Department's healthcare contractor will be financially responsible for shall be coordinated with the parent institution's contracted Medical Director or designee who may then determine that the inmate may be returned to the parent institution for treatment rather than receiving treatment in the community.

- 3.15.4.1** End of Sentence (EOS) HIV Testing: The Department of Corrections will make every attempt to complete the legislatively mandated pre- and post-test HIV counseling and testing prior to SATREC placement. However, lack of an EOS (End-of-Sentence) HIV test, when indicated, will not preclude placement in a SATREC. If an inmate arrives at a SATREC, is within one year of release, is not otherwise known to be HIV positive, and/or has not received an HIV test within the previous year, the Department will provide for HIV pre- and post-test counseling and testing prior to the inmate's End of Sentence (EOS). The contracted Medical Director or designee at the parent institution will make arrangements to provide counseling and testing as needed.
- 3.15.4.2** Health Care Transportation: The Contractor will provide transportation in the event of the return of a SATREC inmate to a parent DC institution for necessary health care that the SATREC inmate is not able to obtain in the community due to cost, whether for a specific appointment or on a longer basis for further diagnosis or treatment. Arrangements for transportation to and from the DC parent institution for health care services must be coordinated with the Officer in Charge (OIC) at the parent institution as well as with the respective contracted Medical Director or designee such as the Health Services Administrator. Transportation for the SATREC inmate to obtain routine health care within the community is to be arranged by the SATREC.
- 3.15.4.3** Financial Responsibility/Payment: The Contractor is not responsible for costs associated with direct provision of health care, including prescription medication. The Contractor shall, however, be financially responsible for providing on-site availability of certain routine over-the-counter products as described in Section 3.15.4.6.d. below. This expense should be minor. SATREC inmates are directly responsible for the costs of their health care, including medications, based upon their ability to pay.

In the event the SATREC inmate is uninsured and is unable to pay for necessary prescription medications, the inmate will receive those medications through the parent institution.

- a. **Employed (with Health Insurance)**: If an inmate is employed and has health insurance accepted by a designated Health Care Provider, third party reimbursement in the form of health insurance shall be utilized by the inmate for payment for health services in the community setting. The financial responsibility is to be born by the inmate.
- b. **Employed (without Health Insurance)**: If the inmate is employed but does not have health insurance, the inmate is responsible for payment for health care based on his or her ability to pay as determined by the Contractor in discussion with the contractor Medical Director of the parent institution. Ability to pay is determined based on criteria including: account balance, other financial obligations such as subsistence fee, restitution, child support or other, and the costs of services or medications.
- c. **Unemployed**: If the inmate has arrived at the SATREC but has not yet secured employment, the assigned parent institution's healthcare contractor will provide necessary health care services including medications.
- d. **Workers' Compensation**: If the SATREC inmate is employed and injured on the job, care for his/her injury should be provided through the employer's workers' compensation insurance coverage. If health services are indicated that are not related to an on-the-job injury, care will be

provided as described above based upon health insurance coverage or lack thereof and ability to pay.

- e. **Veterans' Administration (VA):** In the event the inmate is a veteran and is eligible for health care through the Veterans' Administration, the inmate must utilize such services to the extent feasible. The inmate is responsible for payment to the Veterans' Administration based on whether the care received is related to a service-related disability or charged on a sliding scale fee-for-service basis according to the inmate's ability to pay.
- f. **Health Insurance Co-Pay for Medications:** If the SATREC inmate has insurance, the inmate shall be responsible for all medication purchases to include payment of the relevant insurance co-pay for prescriptions. The inmate should obtain medications through his/her insurance plan at a local pharmacy in the community.

3.15.4.4 Medical Record Maintenance: The inmate's complete medical record will be maintained at the designated DC parent institution.

3.15.4.5 Utilization Management: The Contractor shall coordinate any health care issues, routine or emergency, with the Officer-in-Charge (OIC) of the parent institution who is responsible for coordinating with the appropriate contracted medical staff.

3.15.4.6 Medication Management: The Contractor shall provide an on-site mechanism for ensuring the secure maintenance of medications as appropriate, whether for each inmate as Keep-On-Person (KOP) medications or for the facility to manage. Inmates may have prescription medications on their person or in a secure and locked location for self-administration with the exception of controlled substances. The inmate may be transported back to the parent institution to accommodate medication needs on a monthly basis or the medications may be dispensed in a quantity sufficient for ninety (90) days.

- a. **Keep-On-Person (KOP) Medications:** Inmates may keep medications either on their person, (e.g., if the dose needs to be administered during the lunch time of a program), or in a secured and locked location within the facility. Each inmate should have an individual, personal locker or some other storage area with the ability to be locked for the maintenance of medications for KOP.
- b. **Self-Administration:** Inmates who have need of controlled substances for even a short time period during participation in the program shall either be returned to the parent institution for the duration of the medication regimen or the medications may be maintained at the Center and provided to the inmate by staff on a dose-by-dose basis. If the medications are maintained on-site, the Contractor shall ensure that they are kept locked at all times with restricted access. The Contractor staff member who provides the medications to the inmate shall provide the container to the inmate at the appropriate time of administration and shall observe the inmate removing the correct dosage and swallowing the medications. Each dose shall be documented by the staff member with the inmate's signature as well to indicate that the medication was received.
- c. **Tuberculosis (TB) Prophylaxis:** Inmates receiving medications for tuberculosis (TB) prophylaxis shall manage their medications as Keep-On-Person and shall ensure that these medications are locked and secure. In the event of suspected active tuberculosis disease, the inmate shall be returned to the parent institution immediately. Inmates

on treatment for active disease will complete that portion of their medication regimen at the parent institution until such time as they are no longer infectious.

- d. **Over-the-Counter (OTC) Medications:** The Contractor shall provide certain designated over-the-counter (OTC) medications consistent with those provided by the Department's healthcare contractor in DC institutions. At a minimum these medications include the following: Acetaminophen (oral analgesic), Pseudoephedrine (oral cold remedy), Alamag or comparable product (oral antacid), Thorets or comparable product (cough lozenge). Each OTC item provided by the Contractor to an inmate upon his request shall be documented on an OTC Medication form maintained in a notebook or similar fashion, (i.e. DC4-797T, 797U, 797Y, etc.) The OTC medications and the logs, during use and after completion, shall be maintained in a confidential and secure manner.
- e. **Inmate Purchase of OTC Medications:** Inmates may purchase OTC medications and maintain these medications in their locker or other secured location.
- f. **Ability to Pay for Prescriptions:** If the inmate does not have health insurance and his earnings are insufficient to support all expenses including room and board, restitution, child support or other court-ordered obligations, then the Department of Corrections will provide on-going medications at no expense to the inmate. The medications may be provided to either the inmate or the Contractor depending upon the type of medication issued. In the event that the SATREC inmate is uninsured and is unable to pay for necessary prescription medications, the inmate will receive those medications through the parent institution.
- g. **External Prescription:** If an inmate is seen and evaluated within the community setting but is unable to pay for the medications as ordered, the prescription will be forwarded by the Contractor to the parent institution's contracted Medical Director or designated provider. If the contracted Medical Director or designated provider concurs with the recommended medication, the order will be rewritten by the contracted Medical Director or designated provider and submitted to the Department for processing and filling. In the event that the contracted Medical Director or designated provider disagrees with the recommended medications, the order may be re-evaluated and a substitution drug ordered by the contracted Medical Director, if appropriate. If a substitute medication is ordered by the contracted Medical Director, it will be filled and provided through a DC pharmacy.

3.15.4.7 Termination from facility for Medical Reasons: If a SATREC inmate becomes unable to participate in programming due to medical or mental health reasons, the Contractor shall seek termination in accordance with Section 3.15.1.14.

3.16 Contractor Procedures

The Contractor shall develop site-specific policies and procedures in cooperation with the Department governing the operations of the program in accordance with this contract, all applicable Department procedures, applicable administrative rules, and state and federal statutes. The policies and procedures shall be reviewed and/or updated annually, or as needed, and must be approved by the Department prior to implementation.

- 3.16.1** Emergency Procedure (Managing Disasters): The Contractor shall develop written disaster, fire, and emergency plans in accordance with Department policy and Rule 65D-30.004 (g), F.A.C. and all updates and revisions. The Contractor shall make the plans available to the Department, upon request, and communicate the plan(s) to all employees and inmates.
- 3.16.2** Operating Procedures: The Contractor shall have program operating procedures as required by Rule 65D-30.004 (1) F.A.C.
- 3.16.3** Inmate Handbook: The Contractor shall provide a handbook to inmates at Orientation, which outlines the program operations, including, but not limited to the purpose, and philosophy of the treatment program; all available programs, services, and rules of the facility; daily schedule; contact information; standards of conduct; and participation requirements.
- 3.16.4** Security, Supervision and Accountability Procedure: The Contractor shall provide written procedures that staff shall follow to monitor the movement and location of inmates at all times, including procedures for sign-in and sign-out, head counts, searches, contraband control, and the process for notifying the Officer-in-Charge at the parent institution in the event that the whereabouts of an inmate becomes unknown.
- 3.16.5** Medical Procedure: The Contractor shall have a written procedure describing the manner by which an inmate will be referred for medical services on a twenty-four (24) hour basis and in accordance with the Department's "Health Services for Community Facilities" (HSB No. 15.07.02). The procedure shall describe the process by which inmates exhibiting symptoms of communicable and/or infectious diseases or debilitating physical symptoms will be referred for routine or emergency medical treatment. The procedure shall include provisions for making an initial inquiry upon the inmate's arrival at the program to determine any health problems that require medical attention. Inmates who are in need of medical and/or nursing services shall be referred to the medical unit at the parent institution. The Contractor shall also provide staff to provide basic health-related education services for inmates at the facility.
- 3.16.6** Work Detail and Extra Duty: In the TC program all aspects of daily living become part of the therapeutic learning process. Work assignments within the facility shall be a scheduled activity, and shall not be done during or in lieu of other therapeutic programming. The following constitutes the sole circumstances under which inmates are permitted to perform any type of physical labor. Inmates are permitted to be assigned to work detail described below:
- 3.16.6.1 Internal Work Details:** These consist of inmates' daily job assignments to insure order and cleanliness of the facility. Each inmate shall have a distinct job responsibility. Internal work details may include assisting with food preparation and service, and shall be considered a part of an inmate's total time allotted for internal work details. **A maximum of four (4) hours per day, per inmate, six (6) days per week may be allotted to internal work details.**
- 3.16.6.2 External Work Details:** These consist of large group activities that benefit the facility. Examples include policing the grounds and minor landscaping projects, which may include cutting the grass, and gardening such as planting flowers, small shrubbery, etc. **A maximum of twelve (12) hours per week, four (4) hours per day for the entire facility, may be allotted to external work details.**

3.16.6.3 Extra Duty: Extra work duty can be imposed for facility rule infractions in accordance with the following stipulations:

- a. Extra duty shall never supplant therapeutic, educational, or vocational activities.
- b. Though extra duty is recognized as a legitimate form of behavior modification, the Contractor shall consider other appropriate means to address rule violations such as written assignments and the assignment of seminars, etc.
- c. Extra duty must be clinically justified.
- d. Extra duty must relate directly to the rule violated and the inmate's treatment plan.
- e. All extra duty shall be recorded in the inmate's treatment file and include the date, time and type of rule infraction, the date of the extra duty assignment, the type of extra duty assigned, the amount of time allotted to the extra duty, and the staff person(s) who assigned the extra duty.
- f. A maximum of two (2) hours extra duty shall be performed by an inmate on any given day, regardless of the number of hours of extra duty the inmate has been assigned.
- g. A maximum of ten (10) hours extra duty may be assigned to an inmate in any given week.

3.16.6.4 Restricted Duty: Inmates shall never be required to perform the following work at the facility without the written consent of the Warden or the Warden's designee:

- a. New Construction
- b. Remodeling or renovation
- c. Carpentry
- d. Plumbing
- e. Electrical or mechanical work
- f. Air conditioning installation or repair
- g. Primary food service, i.e., Chef or Supervisor of food service preparation

Note: Any work activity assigned to inmates that is not specifically identified shall be approved by the Warden or the Warden's designee prior to assignment.

3.16.6.5 Community/Public Service Work: Substance Abuse Transitional Re-Entry Center inmates are permitted to engage in community service projects to benefit local, non-profit service agencies or entities not owned or operated by the proprietor of the contracted agency. Any off-site community/public service work must be approved in advance, in writing, by the Warden or the Warden's designee. Inmates must be supervised by department approved contracted staff when performing Community/Public Service Work or by Non-DC supervisors, who will receive thirty-two (32) hours of orientation training prior to supervising inmates and will receive eight (8) hours of refresher training annually thereafter. The annual refresher training must be completed during each fiscal year following the fiscal year in which the orientation training was provided. This training must

be provided by department staff and arranged through the parent institution Warden or designee.

3.17 Electronic Monitoring

The Contractor shall ensure that all inmates assigned to work release will wear electronic monitoring anklets and comply with all rules, regulations, and protocols of said electronic monitoring anklets while in the work release program. To implement Chapter 2013-14, §662, Laws of Florida, a supplement fee per community work release bed of \$2.52 will be compensated for Electronic Monitoring and will apply when the first inmate is active on the electronic monitoring system. The Contractor shall be paid a monthly compensation for this supplement fee not to exceed \$5,077.80 which is based on the maximum number of thirty-one (31) calendar days and a maximum number of sixty-five (65) beds for community work release. Invoices should reflect payment for the number of days in the month being billed. These rates will remain the same until the end of the contract, contingent upon annual appropriation. The Contractor shall be responsible for the following:

3.17.1 Protocols

- 3.17.1.1** Immediate installation and successful activation of the electronic monitoring equipment on all inmates assigned to paid employment (CWR);
- 3.17.1.2** Develop, input, and update schedules that incorporate adequate time allowances for the inmate's travel to and from approved scheduled activities away from the Community Release Center;
- 3.17.1.3** Ensure that all active GPS alarm notifications are immediately investigated and resolved by acknowledge receipt of the alarm notification with the monitoring center, contacting the inmate to question her/his activities leading up to the alarm, resolving the alarm notification and documenting the actions taken to resolve the alarm notification in the electronic monitoring vendor's case management application and WRIMS;
- 3.17.1.4** Review the location data (tracking points) of all inmates on electronic monitoring, and refresh points as needed to confirm compliance with all rules, zones, and curfews by comparing the tracking points daily with the inmates approved daily schedule;
- 3.17.1.5** Notify the monitoring center or update the database of each inmate's electronic monitoring connection, disconnection, or change in work schedule;
- 3.17.1.6** Track the need for equipment replacement – reporting stolen, missing, or severely damaged equipment to the Bureau of Classification Management, including equipment serial number, type of equipment, and location of the equipment if known;
- 3.17.1.7** Maintain an equipment inventory in a secure area and ensure that all equipment is accounted for by designating a supervisor or designee to maintain an inventory of all equipment;
- 3.17.1.8** Develop a facility GPS system rule/ procedure that are specific, realistic, and tailored to the needs of the inmate; ensuring rules, zones, and curfews are established;

- 3.17.1.9** Investigate alarm notification(s) and document each occurrence in the electronic monitoring system and in WRIMS;
- 3.17.1.10** Visually and physically inspect electronic monitoring equipment on a weekly basis to ensure it is sized appropriately and has not been tampered with or otherwise altered; and
- 3.17.1.11** Ensure a call tree notification system is established within the WRC that can be utilized by the vendor monitoring center for alarm notification escalation purposes.

3.18 Transportation

The Contractor is authorized to assess a transportation fee from the work release inmate not to exceed three dollars (\$3.00) each way for transportation to and from employment or job-search, or to and from educational and vocational programs, and medical and mental health appointments, if the Contractor provides the transportation (directly or subcontracted). Pursuant to Rule 33-601.602 F.A.C., Community Release Programs, the Contractor may allow inmates to utilize public, employer-provided, or furlough sponsor-provided transportation services, bicycles, or other means of transportation including walking. These transportation services may be utilized in addition to Contractor-provided transportation in order to provide the inmate opportunities of employment, educational, and self-betterment programs.

3.19 Classification Services

The Department will provide primary Classification Services to inmates housed in the Contractor's facility. Listed below are standard classification processes involving both the Contractor and the Department. This list is not all inclusive and, if during the term of the contract any questions arise regarding the provision of classification services, the Contractor shall contact the Contract Manager or designee for interpretation.

- 3.19.1** Inmate Requests: The Contractor shall route all Inmate Request forms, (DC6-236), that are not related to the operation of the facility to the assigned Classification Officer of the parent institution who will respond to the request and route it back to the Contractor, who will forward it to the inmate. The Contractor shall respond in writing to all written requests that are related to the operation of the program. The Contractor shall retain a copy of all inmate requests in the respective inmates' substance abuse clinical record.
- 3.19.2** Inmate Grievances: In accordance with Chapter 33-103, F.A.C., Inmate Grievances, the Contractor shall respond to all informal grievances submitted on a DC6-236 form that relate to the operation of the program, procedures, staff activities or other related conditions. If a question arises as to the appropriate authority required to respond to an informal grievance, the Contractor shall contact the Warden or designee for direction. All formal grievances shall be routed by the Contractor to the Assistant Warden for Programs or designee at the parent institution within twenty-four (24) hours of submission by the inmate. Appropriate Department staff shall respond to formal grievances and return the response to the Contractor, who will then forward the response to the inmate at the facility. The Contractor shall retain a copy of all inmate grievances in the respective inmate's substance abuse clinical record.
- 3.19.3** Disciplinary Reporting: All disciplinary action shall be initiated in accordance with Chapters 33-601.301-304, F.A.C., Inmate Discipline General Policy, Inmate Discipline Terminology and Definitions, Reporting Disciplinary Infractions and Preparation of Disciplinary Reports. The Contractor is authorized to write disciplinary reports for violations pursuant to Chapter 33-601.314, F.A.C., Rules of Prohibited Conduct and

Penalties for Infractions. Copies of Corrective Consultations written by the Contractor shall be distributed as follows: copy to the inmate; copy to the inmate's substance abuse clinical file; original to the assigned classification officer at the parent institution. Disciplinary Reports initiated by the Contractor shall be forwarded to the Officer-in-Charge (OIC) of the parent institution as soon as possible after discovery of the violation. The parent institution shall ensure that the disciplinary report is processed in accordance with Chapter 33-601, F.A.C.

- 3.19.4 Release Plans:** The Classification Officer from the parent institution responsible for the inmate release processing will interview inmates scheduled for release at the Contractor's facility to initiate the release process. The Contractor will assist the Classification Officer by providing information and assistance as requested, and by scheduling the inmates for interviews.
- 3.19.5 Gain Time:** The Contractor shall establish a rating system pursuant to § 944.275, F.S. and Chapters 33-603.402 and 33-601.101, F.A.C., as applicable, for incentive gain time awards. The Contractor shall provide gain time evaluations to the designated classification staff at the parent institution no later than the fifth day of each month following the month of award. The Department will award gain time pursuant to statutory authority based upon the inmate's participation in the Contractor's program.

3.20 Contractor Staffing Requirements

3.20.1 Staffing Levels

The Contractor shall provide sufficient, qualified personnel to oversee the required operations of the SATREC as specified in this Contract, and in accordance with the Contractor's approved staffing plan. The Contractor's staffing plan shall be approved by the Contract Manager within fifteen (15) days after contract execution. The minimum acceptable staffing coverage requirements are as follows:

- 3.20.1.1 Minimum Staff Requirement for Operations Management/Professional Staff:** The Contractor shall ensure that, at a minimum, one (1) Management/Professional staff position is on duty at the SATREC five (5) days per week between the hours of 8:00 a.m. and 10:00 p.m. to manage SATREC operations. The Contractor shall ensure that one (1) Management/Professional staff position is on-call when a Management/Professional staff position is not on duty on-site at the facility.
- 3.20.1.2 Minimum Staffing Requirements for Operations Inmate Supervision:** To ensure public safety and adequate supervision of the inmates assigned to the SATREC, the Contractor shall provide no less than one (1) staff member (Correctional Monitor, Facility Director or Assistant Facility Director) for every fifty (50) inmate beds contracted with the department (50:1 ratio of inmate beds to staff). The minimum staff required shall be paid, awake staff, on each eight (8) hour shift, twenty-four (24) hours a day, seven (7) days a week.
- 3.20.1.3 Minimum Staffing Requirements for Substance Abuse Transition Re-Entry Services:** The Contractor shall ensure that clinical staff is scheduled during day, evening and weekend hours, to accommodate the facility's and the inmates' schedules. For the provision of substance abuse re-entry services, the Contractor shall minimally provide one (1) Clinical Supervisor/Qualified Professional. Clinical staff shall consist of counselors and clinical support staff. The ratio of clinical staff per every inmate shall not exceed 20:1. The Department recommends that Counselors maintain a caseload of 40 or less inmates due to the array of

services being provided. However, under no circumstances shall the counselor-to-client ratios exceed the standard of 65D-30.010 Standard for Outpatient Treatment. In addition, re-entry services require a minimum of one employment counselor, one academic teacher position and one vocational teacher position.

3.20.2 Minimum Required Staffing Positions – Operations

The Contractor shall provide the following positions:

- 3.20.2.1** Facility Director (minimum one (1) position): The Facility Director shall be a full time (40 hours per week) on-site management/professional position responsible for the overall operation of the SATREC. The Facility Director shall be the supervisor for the Contractor's staff. This position is designated as a Management/Professional staff position.
- 3.20.2.2** Assistant Facility Director (minimum one (1) position): An Assistant Facility Director position shall be a full-time (40 hours per week) on-site management/professional position assisting the Facility Director and responsible for the overall operations of the SATREC in the absence of the Facility Director. This position is designated as a Management/Professional staff position.
- 3.20.2.3** Correctional Technicians (minimum number of positions as deemed necessary to maintain staffing levels): Correctional Technician positions shall provide supervision, counseling, custody and control, employment development and coordination and other related services to inmates, twenty-four (24) hours per day, seven (7) days a week, as required in any contract as a result of this RFP.
- 3.20.2.4** Shift/Operations Supervisor (optional): The Contractor may hire/staff Shift Supervisor position(s). If utilized, the Shift Supervisor shall be a full time (40 hours per week) on-site Management/Professional position assisting the Facility Director and the Assistance Facility Director for the overall operations of the SATREC in the absence of both the Facility Director and the Assistant Facility Director
- 3.20.2.5** Electronic Monitoring Case Manager: Sufficient positions shall be provided to ensure dedicated monitoring of electronic monitoring equipment worn by inmates when outside their sleeping quarters to ensure compliance with protocols of the devices. During the timeframe when a minimum a 95% of the inmate population assigned to electronic monitoring equipment are scheduled to be in their sleeping quarters, control room staff shall be responsible for responding to and monitoring all inmates on electronic monitoring equipment to ensure compliance with protocols of the devices.

3.20.3 Minimum Required Staffing Positions – Programs

The Contractor shall provide the following positions:

- 3.20.3.1.** Clinical Supervisor/Qualified Professional (minimum one (1) position): The Clinical Supervisor/Qualified Professional shall provide oversight of all substance abuse services, prevention through aftercare, and provide clinical supervision to substance abuse program staff.
- 3.20.3.2.** Counselors (minimum number of positions as deemed necessary to maintain clinical staff levels): The Counselors shall provide Prevention, Outpatient and Aftercare Services.

- 3.20.3.3.** Academic Teacher (minimum one (1) position): The Academic Teacher shall provide educational instruction (ABE, GED classes, adult education classes). The Contractor must have the ability to provide academic services to 70% of their program inmates, at a ratio of one full-time teacher to every forty (40) students. Staff can be full/part time or volunteer, but must be qualified. Any exceptions from this standard must be approved in writing by the Contract Manager and must clearly demonstrate how the academic educational needs of the population will be met.
- 3.20.3.4.** Vocational Instructor (minimum one (1) position): The Contractor shall provide adequate staffing for the vocational programming being offered.
- 3.20.3.5.** Clinical Support (minimum number of positions as deemed necessary to maintain clinical staffing levels): The Clinical Support staff shall assist with the provision of clinical services and shall be the primary providers/supervisors of therapeutic community activities and meetings.
- 3.20.3.6.** Employment Counselor (minimum one (1) position): The Employment Counselor shall provide employment and transition services to inmates intended to facilitate successful re-entry into society upon completion of incarceration as outlined in Section 3.12.6, Employment and Transition Services.

Note: In addition, the Contractor may establish any other additional positions deemed necessary to meet the requirements of any contract as a result of this RFP.

3.20.4 Staffing Qualifications - Operations

The Contractor shall employ qualified staff who possess appropriate skills and training to effectively execute the requirements of the any contract as a result of this RFP and provide security and supervision commensurate with the inmate population. The Contractor shall maintain written job descriptions that accurately describe duties for all positions performing services under any contract as a result of this RFP. The required Contractor staff positions shall, at a minimum, meet the following qualifications:

- 3.20.4.1** Facility Director: a minimum of a Bachelor's degree and three (3) years experience in the delivery of services to residents or offenders or inmates in the care, custody, or supervision of a federal, state, or local criminal justice system. Four (4) years of **additional** experience in the delivery of services to residents, offenders or inmates in the care or custody of a federal, state, or local criminal justice system in a supervisory capacity may be substituted for a Bachelor's degree.
- 3.20.4.2** Assistant Facility Director: a minimum of a Bachelor's degree and one (1) year of experience in the delivery of services to residents or offenders or inmates in the care, custody or supervision of a federal, state, or local criminal justice system. Four (4) year of additional experience in the delivery of services to residents or offenders or inmates in the care or custody of a federal, state or local criminal justice system may be substituted for the Bachelor's degree.
- 3.20.4.3** Correctional Technicians (minimum number of positions as deemed necessary to maintain staffing levels): a minimum of a high school diploma/GED.

3.20.4.4 Shift/Operations Supervisor (optional): Shift/Operations Supervisor, if utilized, shall have a minimum of a high school diploma/GED and four (4) years of experience in the delivery of services to residents, offenders or inmates in the care, custody, or supervision of a federal, state or local criminal justice system. A Bachelor's degree can substitute for two (2) years of the required experience.

3.20.4.5 Electronic Monitoring Case Manager: The Electronic Monitoring Case Manager shall have a minimum of a high school diploma/GED and two (2) years of experience working with computers.

3.20.5 Staffing Qualifications - Programs

All licensable substance abuse services shall be provided under the supervision of a "Qualified Professional" as defined in Chapter 397, F.S. The Contractor shall employ only qualified staff who, at a minimum, possess the qualifications outlined below for each position and in accordance with all applicable local, state and federal laws, rules and regulations. The Contractor shall provide the Department with a copy of counselors' and supervisors' resumes upon request.

3.20.5.1 Clinical Supervisor: The Contractor shall ensure that the on-site Clinical Supervisor for the SATREC meets the standards of a "Qualified Professional" in accordance with Chapter 397, F.S., and has a minimum of one (1) year experience in the operation of Therapeutic Communities.

3.20.5.2 Counselor Qualifications: The Contractor shall employ only qualified counselors who possess the following minimum qualifications.

- a. a Bachelor's degree from an accredited college or university in any of the social sciences, and six (6) months of professional experience in chemical addiction counseling and/or mental health counseling; or
- b. a Bachelor's degree from an accredited college or university in any unrelated area of study; and one (1) year of professional experience in chemical addiction counseling and/or mental health counseling; or
- c. a Master's degree from an accredited college or university in any of the social sciences, and six (6) months of professional experience in chemical addiction counseling and/or mental health counseling; or
- d. a Master's degree from an accredited college or university in any unrelated area of study, and one (1) year of professional experience in chemical addiction counseling and/or mental health counseling; or
- e. a Ph.D. from an accredited college or university in chemical addiction counseling and/or mental health counseling; or
- f. a Ph.D. from an accredited college or university in any unrelated area of study; and one (1) year of professional experience in chemical addiction counseling and/or mental health counseling; or
- g. Certified Addictions Professional (CAP), Certified Criminal Justice Addictions Professional (CCJAP), Certified Associate Addictions Professional (CAAP), Certified Criminal Justice Associate Addictions Professional (CCJAAP); or
- h. an Associate's degree from an accredited college or university and four (4) years of professional experience in chemical addiction counseling and/or mental health counseling; or
- i. a High School Diploma/GED and six (6) years of professional experience in chemical addiction counseling and/or mental health counseling.

***Counselor Supervisors must have supervisory experience.**

- 3.20.5.3** Academic Teacher: Academic teachers providing educational instruction to inmates shall possess a Bachelor's degree from an accredited college or university and possess or be eligible to apply for a current State of Florida Educator's certificate. Non-certified teachers must possess a State of Florida Educator's Certificate and passing scores on the General Knowledge Test within 12 months of hire (or passing scores on the CLAST exam prior to July 1, 2002). State of Florida Educator's Professional Certificate must be obtained prior to expiration of the Temporary Certificate.
- 3.20.5.4** Vocational Instructor: Instructors providing vocational instruction to inmates shall have the appropriate certification in the vocational discipline being taught.
- 3.20.5.5** Clinical Support:
- a. High School Diploma or its equivalent, a minimum six (6) months experience working in a related field; or
 - b. An Associate's Degree or higher
- 3.20.5.6** Employment Counselor: Employment counselors shall have a Bachelor's degree from an accredited college or university in any of the social sciences and related experience or four (4) years of experience in employment counseling/job placement that may be substituted for a Bachelor's degree.
- 3.20.5.7** Administrative Secretary: Administrative Secretary shall have a High School Diploma or GED and minimum of one (1) year clerical work experience.

In addition, the Contractor may establish any other additional positions deemed necessary to meet the requirements of the Contract resulting from this RFP.

3.20.6 Staffing Schedules

- 3.20.6.1** The Contractor shall maintain paid, awake staff to provide coverage twenty-four (24) hours per day, seven (7) days per week. The Contractor shall submit to the Local Contract Coordinator for approval, a staffing plan providing twenty-four (24) hour coverage, a written "back-up" staffing plan for filling staff absences and vacancies from work for the program site. Any changes to the approved staffing schedule or back-up staffing plan must be coordinated and approved in advance with the Local Contract Coordinator.
- 3.20.6.2** The Department reserves the right to modify the type of services that the Contractor's staff provides and the type of positions needed for the delivery of services. The Department will provide the Contractor with a written notice thirty (30) days in advance of any changes that may be required.

3.20.7 Staff Absences, Interim Positions and Vacancies

The Contractor shall ensure that all required Contractor staff positions are filled for the entire scheduled forty (40) hour weekly work period, and that individuals are physically present at the work site. All positions are full-time unless otherwise specified, inclusive of interim positions. Any absence from the work site exceeding 14 continuous calendar days (i.e., vacation days, sick leave, administrative leave such as jury duty and military service) must be coordinated with the Facility Director or designee. The Contractor shall immediately (the same working day and in no case later than the next working day) notify

the Local Contract Coordinator in writing of all unplanned staffing absences, emergencies, vacancies, terminations, resignations, or investigations resulting in administrative leave or other changes.

3.20.7.1 Staff Absences/Interim Positions

- a. The weekly work period is defined as forty (40) hours per week.
- b. When an absence in a position is in excess of 14 continuous calendar days, the contractor shall provide a qualified interim staff member who meets the minimum qualifications for that position. If no interim member is provided, the contractor shall prorate the bill for every hour the position remains vacant.
- c. Under most circumstances, temporary/interim staff may not occupy positions for longer than thirty (30) consecutive calendar days. However, the Contractor may request that a qualified interim staff member be permitted to occupy a position for up to one hundred eighty (180) consecutive calendar days in cases where permanent staff will be absent for an extended time period (e.g., sickness, maternity, paternity, family, or military leave, etc.). The Contractor shall submit such requests in writing, with supporting documentation, to the Local Contract Coordinator for written approval. If approved, such position will not be considered vacant.
- d. Shifting of an approved, permanent employee to an interim staff position is not permitted.
- e. Any position with a permanent employee who is absent for a consecutive period of more than eighty (80) hours shall be deemed a vacant position unless an extended period of absence has been previously approved in writing by the Contract Manager. The Contractor shall still be required to fill this position with a qualified full-time interim counselor.
- f. Absence from the work site for purposes of non-departmental sponsored meetings/training shall be requested and approved in advance by the Contract Manager or designee.

3.20.7.2 Vacancies and Invoice Proration

- a. In addition to the above, a position is considered vacant if:
 - 1) The position has never been filled;
 - 2) Staff occupying position resigns;
 - 3) Staff occupying position is terminated;
 - 4) Staff abandons position; or
 - 5) The position has been filled by an interim staff for more than thirty (30) consecutive calendar days without written approval of the Contract Manager, or designee.
- b. The following applies to invoice proration for vacant staff positions:
 - 1) Thirty days after contract execution the Contractor shall provide the Local Contract Coordinator the base hourly rate for all positions specified in in this RFP. This information shall be updated annually.

- 2) The Contractor shall pro-rate the hourly salary related to any vacant position not filled with a qualified interim staff member and continue to pro-rate until filled with a full-time qualified interim/permanent staff member.

3.20.8 Staff Background/Criminal Records Checks

- 3.20.8.1** The Contractors' staff, assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, upon request, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue.
- 3.20.8.2** The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- 3.20.8.3** Prior to receiving access to WRIMS or OBIS, the Contractor shall obtain a Level II background screening (which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI)), and results submitted to the Department for any current or new Contractor-staff employed to work under the Contract resulting from this RFP. The Contractor shall bear all costs associated with this background screening.
- 3.20.8.4** No person who has been barred from any Department institution or other Department facility shall provide services under this Contract without prior written approval from the Contract Manager.
- 3.20.8.5** The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the Contractor's program. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with or access to any records of the Department of Corrections' inmates sentenced to sites included under this Contract.

- 3.20.8.6** The Contractor shall disclose any business or personal relationship a Contractor staff person, officer, agent or potential hiree may have with anyone presently incarcerated or under the supervision of the Department.
- 3.20.8.7** The Contractor shall immediately report any new arrest, criminal charges or convictions of a current employee under this Contract.
- 3.20.8.8** Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to request the circumstances be provided for review prior to approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when Contractor or Contractor's staff has knowledge of any violation of the law rules, directives or procedures of the Department.

3.21 Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.

3.22 Contractor's Staff Conduct

- 3.22.1** The Contractor shall ensure that all Contractor's staff providing services under this contract complies with ethical and professional conduct standards as required by their licensure or prevailing community standards. If entering an institutional site, Contractor staff shall be subject to and shall comply with all security regulations and procedures of the Department and the institution. Violation of regulations may result in the employee or individual being denied access to the institution. In this event, the Contractor shall provide alternate personnel to supply services at the institution, if applicable, subject to Department approval.
- 3.22.2** In addition, the Contractor shall ensure that all staff adheres to the following requirements at all times while performing services under the contract:
- 3.22.3** The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- 3.22.4** The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service

from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.

- 3.22.5** The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- 3.22.6** The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- 3.22.7** The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- 3.22.8** Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of the Contract resulting from this RFP.
- 3.22.9** The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty-four (24) hours, of the Contractor's knowledge of the incident.

3.23 Additional Records and Documentation

The Contractor shall maintain the following additional records and documentation on-site and available for review upon request by the Department:

3.23.1 Contractor Personnel Records

The Contractor shall maintain personnel records at the SATREC on all active employees and those who were employed within the last ninety (90) days. For all other employees performing SATREC services and those who have been inactive for over ninety (90) days, the Contractor shall maintain their personnel records for at least five (5) years from the date of termination of employment at either the SATREC or other location identified by the Contractor within the State of Florida. Any Contractor personnel records shall be made available to the Department upon request or no more than forty-eight (48) hours upon request if stored at a different site location. In no event may this location be outside of the state of Florida. The personal file must contain all documentation required by Rule 65D30.004 (4) (a) Personal Polices, Personnel Records and documentation of department approval for the employee to provide services under the Contract, proof that the Level II Background Screening has been completed, copies of the required TB testing and the required CPR/First Aid training.

3.23.2 Program Curricula

The Contractor shall maintain records of all curricula provided at the SATREC. Program Curricula shall be made available to the Department upon request.

3.23.3 Urinalysis Records

The Contractor shall maintain urinalysis records in accordance with Procedure 602.010, Section 9, Record Keeping.

3.24 General Reporting Requirements

The Contractor shall submit the following reports on a timely basis as designated by the Department. Electronic or hard copies of the reports shall be provided. In order to enhance the overall effectiveness and efficiency of the services provided under the Contract, the Department also encourages the Contractor to submit copies of the required reports by e-mail, utilizing Microsoft Office Suite applications.

3.24.1 The staffing log shall be submitted by the Contractor to the Contract Manager or designee in a Department-approved format on a weekly basis.

3.24.2 The monthly reports shall be submitted by the fifteenth (15th) day of the month following the previous month's service period and shall have been reviewed and approved by the Contractor's Representative or designee. The Contractor shall submit hard copies of all monthly reports with the monthly invoice to the Contract Manager or designee. The monthly reports include, but are not limited to:

3.24.2.1 Clinical supervision reports including the clinical chart as stated in Section 3.23.7; and

3.24.2.2 Monthly enrollment and discharge report – PPC41.

3.24.3 The Contractor shall be required to provide a written report detailing the findings of its quality assurance program, as outlined in Section 3.12.7. This report shall be submitted on a semi-annual basis to the Local Contract Coordinator.

3.24.4 The Contractor shall be required to provide a written report detailing the findings of inmate progress utilizing the Texas Christian University "Client Evaluation of Self and Treatment" (CEST) noted in Section 3.13.7 of this RFP upon request. The report shall be submitted in the timeframe and format as required by the Contract Manager or Local Contract Coordinator.

3.24.5 The Contractor, upon request of the Department, shall provide any miscellaneous performance reports in a Department-approved format. These reports may require, at a minimum, the inmate's full name, DC number, date of arrival, date of program entry, and work assignment status. Additionally, the following information may be required:

3.24.5.1 Type of employment;

3.24.5.2 Pay rate of employment;

3.24.5.3 Number of inmates in each category and pay range;

3.24.5.4 Number of incidents reported; and

3.24.5.5 Number of inmates unemployed and length of unemployment.

These reports shall be provided to the Contract Manager upon request and shall be utilized in evaluating how well or whether the Contractor is meeting/has met the performance measures identified in Section 3.25.

3.25 Performance Measures

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

Note: The Contractor shall comply with all Contract terms and conditions upon contract execution and the Department may monitor this compliance upon implementation of services to ensure that Contract requirements are being met.

3.25.1 Performance Outcome, Measure and Standard

Listed below is the key Performance Outcome, Measure and Standard deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcome, measure and standard (level of achievement) is met.

The Contractor shall maintain compliance with the following performance measure:

3.25.1.1 Outcome: All inmates admitted to the program shall be successfully discharged.

Measure: Review of each inmate's admission date, discharge date and discharge reason.

Standard: Achievement of outcome must meet or exceed eighty percent (80%) on a fiscal year-end basis, starting July 1st and ending June 30th.

3.25.1.2 Outcome: The Contractor shall maintain the appropriate level(s) of licensure for the contracted program in accordance with Chapter 397, F.S. and Rule 65D-30, F.A.C.

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

Standard: The Contractor must maintain the appropriate level(s) of Department of Children and Families licensure for one-hundred percent (100%) of the contracted program(s).

3.25.1.3 Outcome: All inmate escapes shall be reported immediately upon detection to the Department's designated officer-in-charge at the parent institution.

Measure: Periodic audit/review of the Work Release Inmate Monitoring System (WRIMS) shall demonstrate that escapes were reported within fifteen (15) minutes of the time that the escape was detected.

Standard: Achievement of outcome must meet or exceed one hundred percent (100%) for all escapes.

3.25.1.4 Outcome: One hundred percent (100%) of all inmate trust accounts shall accurately and completely reflect appropriate deposits and deductions.

Measure: The report from the Contractor's independent certified public accounting firm shall verify that the Contractor's trust account and individual

inmate accounts reflect no errors. This shall be measured every six (6) months during the Contract term.

Standard: A minimum of ninety-seven percent (97%) of all audited Inmate Trust Accounts shall accurately and completely reflect appropriate deposits and deductions.

3.25.1.5 Outcome: The whereabouts of all inmates assigned to the SATREC shall be accounted for at all times. (This includes inmates either on-site or away from the SATREC, including furloughs, employment assignments and other absences from the SATREC).

Measure: The periodic audit/review of SATREC daily log activities (located in the Work Release Inmate Monitoring System (WRIMS)) by the Contract Manager or designee shall demonstrate that the whereabouts of all inmates are known and documented.

Standard: Achievement of outcome must meet one hundred percent (100%) compliance on a daily basis.

3.25.1.6 Outcome: All work release inmates shall have a minimum of three (3) job checks with the inmates' primary Supervisor each month. Two of the job checks may be telephonic and one shall be in person.

Measure: Periodic audit/review of the Work Release Inmate Monitoring System (WRIMS) shall demonstrate that at least two (2) telephonic and one (1) in person job checks are done monthly on all employed inmates.

Standard: Achievement of outcome must meet one hundred percent (100%) compliance on an annual basis (Fiscal Year).

By execution of any contract that is a result of this RFP, the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above.

3.26 Monitoring Methodologies

The Department's Contract Manager or designee will perform monitoring during the term of the Contract, but not less than once a year to ensure Contract compliance. Monitoring shall include periodic review of compliance with contract service delivery and review of all contract requirements. The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits at any site where services are delivered pursuant to this Contract.

The Contract Manager will provide a written monitoring report to the Contractor according to Department procedure 507.702, Contract and Program Oversight and Monitoring of All Institutional Substance Abuse Re-Entry Programs, Community-Based Residential and Outpatient Re-Entry Programs, Mental Health and Sex Offender Treatment Re-Entry Programs, Post-Release Substance Abuse Transitional Housing Re-Entry Programs, and Re-Entry Special Projects/Programs.

When issues of non-compliance are identified in the monitoring report, the Contractor shall submit a written Corrective Action Plan (CAP) to the Local Contract Coordinator within the timeframe specified in the procedure. If necessary, a follow-up monitoring visit shall be scheduled by the

Local Contract Coordinator. Failure by the Contractor to correct the items identified as being deficient, including staffing patterns, shall be considered a breach of the Contract.

3.26.1 Program Start-up Orientation and Subsequent Monitoring

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

3.26.2 Monitoring Performance Outcomes and Standards

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery to determine if the Contractor has achieved the required level of performance for each Performance Outcomes, Measures, and Standard identified in Section 3.25.1.

If the Department determines that the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal contract communication in accordance with Section 3.3. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes, Measures and Standards within thirty (30) days of notice.

3.27 Liquidated Damages

By executing this Contract, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law.

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

The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the Performance Measures, Outcomes and Standards set forth in Section 3.25.1.

3.27.1 If the Contractor fails to meet Performance Measures as outlined in Section 3.25.1.2, the Department will impose Liquidated Damages in the amount of \$500.00 a day until such time as the appropriate license is issued for the contracted program. This includes assessment of liquidated damages if an interim license is issued for any of the following reasons:

- 3.27.1.1** The service component(s) under contract with the Department of Corrections is/are substantially in non-compliance with licensure standards.
- 3.27.1.2** The Contractor is involved in licensure suspension or revocation proceedings for the contract program.

- 3.27.2** If the Contractor fails to meet Performance Measures as outlined in Section 3.25.1.3, the Department will impose Liquidated Damages in the amount of \$2,500.00 per occurrence.
- 3.27.3** If the Contractor fails to meet Performance Measures as outlined in Section 3.25.1.6, the Department will impose Liquidated Damages in the amount of \$1,000.00 per occurrence.

3.28 Deliverables

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

- 3.28.1** Program services provided to each inmate as stated in Section 3.
- 3.28.2** Reports as required in Section 3.24, General Reporting Requirements;
- 3.28.3** Occupied Bed: An occupied bed is defined as bed space that is filled by a Department-approved inmate at the close of business (11:59 p.m.) on a daily basis; and
- 3.28.4** Facility operation, electronic monitoring, and security to ensure proper care and custody of the inmates.

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SECTION 4 – PROCUREMENT RULES AND INFORMATION

(This section takes precedence over PUR 1000-General Instructions and PUR 1001-General Contract Conditions)

Procurement Manager

Questions related to the procurement should be addressed to:

Kelly S. Wright, CPPB, Procurement Manager
Bureau of Procurement and Supply
Department of Corrections (Central Office)
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Fax: (850) 488-7189
E-mail: wright.kelly@mail.dc.state.fl.us

Pursuant to Section 287.057(23), Florida Statutes, Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Agency Decision, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline. Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline.

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

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

4.1 Procurement Rules

4.2.1 Submission of Proposals

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each Proposal shall be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained in the Proposal Submission Requirements (Section 5) **with particular emphasis on the Mandatory Responsiveness Requirements.**

Proposals are due at the time and date specified in the Timeline (Section 2.5) at the Department of Corrections, and shall be submitted to the attention of the Procurement Manager at the address listed in Section 4.1. Proposals received late (after Proposal opening date and time) will not be considered and no modification by the Proposer of submitted Proposals will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a Proposal not properly sealed, addressed or identified.

4.2.2 Proposals Due/Project Proposal Opening

Proposals are due and will be publicly opened at the location, date and time specified in the Timeline. The name of all Proposers submitting Proposals will be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.2.3 Costs of Preparing Proposals

The Department is not liable for any costs incurred by a Proposer in preparing the response to this RFP.

4.2.4 Disposal of Proposals

All Proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the Proposal will not affect this right. Should the Department reject all Proposals and issue a re-bid, information submitted in response to this RFP will become a matter of public record as indicated in Section 119.071(1), Florida Statutes.

4.2.5 Proposal Rules for Withdrawal

A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Manager, signed by an authorized representative of the Propser, within seventy-two (72) hours after the proposal submission date indicated in the Timeline. Any submitted proposal shall remain valid for three hundred and sixty five (365) days after the proposal submission date.

The Department reserves the right to withdraw this RFP at any time and by doing so assumes no liability to any Proposer.

4.2.6 Rejection of Responses

The Department reserves the right to reject any and all proposals containing material deviations. In determining whether a proposal contains a material deviation or minor irregularity, the Department will use the definitions of those terms set forth in Section 1.

4.2.7 Proposers' Conference (Non-mandatory)

There will be a Proposers' conference at the location, date and time specified in the Timeline. The purpose of the conference is to discuss the contents of this RFP. **Attendance at the Proposers' conference is not mandatory, but is highly recommended. Proposers may choose to call-in for the conference instead of physically attending the conference in Tallahassee.** Proposers may participate in the conference by using the Conference Call number provided in the Timeline.

The Department will accept verbal questions during the conference and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response ONLY to those verbal questions subsequently submitted in writing in accordance with Section 4.2.8.1. This written response will be provided to all prospective Proposers via posting on the VBS as an addendum to the RFP and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions shall not be binding upon the Department.**

4.2.8 Inquiries

4.2.8.1 Any inquiries from Proposers concerning this RFP shall be **submitted in writing**, identifying the submitter, to the Procurement Manager identified in Section 4.1 of this RFP and must be received no later than the date and time specified in the Timeline. **E-mail inquiries are preferred, and the Proposer may follow up with a hard copy by mail or facsimile.** However, it is the responsibility of the Proposer to confirm receipt of e-mailed or faxed inquiries.

4.2.8.2 Interested parties shall examine this RFP to determine if the Department's requirements are clearly stated. If there are any requirements that restrict competition, Proposers may request, in writing, to the Department that the requirements be changed. The Proposer who requests changes to the Department's requirements must identify and describe their difficulty in meeting the Department's requirements, must provide detailed justification for a change, and must recommend changes to the requirements. Requests for changes to this RFP must be received by the Department no later than the date shown for written inquires questions in the Timeline. A Proposer's failure to request changes by the date described above shall be considered to constitute Proposer's acceptance of Department's requirements. The Department shall determine what changes to this RFP would be acceptable to the Department. If required, the Department will issue an addendum reflecting the acceptable changes to this RFP, which shall be posted on VBS, in order that all Proposers shall be given the opportunity of proposing to the same requirements.

4.2.9 Addenda

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

4.2.10 Cost/Price Discussions

Any discussion initiated by a Proposer with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said Proposer's response. The Department reserves the right to contact the Proposer prior to award pursuant to PUR 1001, #15, to seek clarification or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for contract award.

4.2.11 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Section 4.1 of this RFP shall be considered a duly authorized expression on behalf of the Department. Only communications from the Proposer's representative which are in writing and signed will be recognized by the Department as duly authorized expressions on behalf of the Proposer.

4.2.12 No Prior Involvement and Conflicts of Interest

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

Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

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

4.2.13 State Licensing Requirements

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

4.2.14 MyFloridaMarketPlace Vendor Registration

All vendors doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register on the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors.

Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

4.2.15 Scrutinized Companies List

Pursuant to Section 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

In executing a contract resulting from this RFP and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

4.2.16 Unauthorized Employment of Alien Workers

The Department does not intend to award publicly funded Contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

4.2.17 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Proposer

considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the Department with a separate redacted copy of its proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Proposer submits its Proposal to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

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

If the Proposer fails to submit a Redacted Copy with its Proposal, the Department is authorized to produce the entire documents, data or records submitted by the Proposer in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

4.2.18 Disclosure of Proposal Submittal Contents

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

4.2 Filing of Notices of Intent to Protest or Formal Protests

Pursuant to Section 120.57(3), Florida Statutes and PUR 1001 #20, a Notice of Protest or Formal Written Protest shall be filed with the Clerk of the Agency, located at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, (telephone 850-717-3605). Protest related documents may be hand-delivered to the Clerk of the Agency by entering the Calhoun Street entrance and asking the person at the Security Desk to call the agency clerk to come down to the entrance to receive the documents for filing. Documents left at the Security Desk will not be considered filed until received by the Agency Clerk. Formal protests may not be faxed. Protest documents received after hours will be filed the next business day. Protests sent to the Procurement Manager by any means (mail, fax or email), will not be considered filed with the Agency Clerk until they are received at the Carlton building address. To the extent anything in this section conflicts with PUR 1001, this section controls. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Pursuant to Section 287.042(2)(c), Florida Statutes, a formal written protest must be accompanied by a bond written by a Surety Company licensed to do business in the State of Florida payable to the Department of Corrections in an amount equal to one percent (1%) of the estimated total value of the proposed contract amount submitted by the protestor. The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at (telephone number 850-717-3605, facsimile number 850-922-4355). In lieu of a bond, the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.

SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

The Proposer shall supply one (1) signed original and six (6) copies of the Project Proposal in writing, on paper, and six (6) electronic copies, **in pdf format**, with each copy being on its own CD. If the Proposer submits a redacted copy of the Proposal as outlined in Section 4.2.18., then the Proposer should also submit one (1) electronic copy of their redacted Proposal, in pdf format, on CD. The submitted CDs shall not be “password protected”. The Project Proposal should be clearly marked “DC RFP-13-008 – Substance Abuse Transition Re-Entry Center Services for Inmates-Project Proposal”, and also “Redacted” for the redacted copies.

The Proposer shall supply one (1) signed original signed and one (1) copy of the Price Proposal in writing, on paper, and one electronic copy, **in pdf format**, on CD. The Price Proposal must be completed utilizing the Price Information Sheet, which is provided at the end of this RFP document. The Price Information Sheet must be filled out completely and in accordance with the instructions set forth in Section 5.8 of this RFP. The Price Proposal shall be clearly marked “DC RFP-13-008 Substance Abuse Transition Re-Entry Center Services for Inmates-Price Proposal”.

The Project Proposal and Price Proposal may be submitted within the same box or container AS LONG AS they are in SEPARATELY SEALED packages/envelopes clearly identified as indicated above. Inclusion of any costs or pricing data in the Project Proposal may result in rejection of the entire proposal submission.

Proposers shall submit a separate proposal and price package for each facility location proposed when responding to this RFP.

Project Proposal Format and Contents

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

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

All Project Proposals should 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, Mandatory Responsiveness Requirements”), such that the Evaluation Committee 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.

5.1 Tab 1 – Mandatory Responsiveness Requirements/Fatal Criteria

The following terms, conditions, or requirements must be met by the Proposer to be considered responsive to this RFP. **These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal.** Note: Copies of rejected proposals will be retained in the RFP file.

5.1.1 It is **mandatory** that the Project Proposal and the Price Proposal are received by the Department by the date and time specified in the Timeline.

5.1.2 It is **mandatory** that the Proposer sign, have certified by a notary public, and return the “Certification Attestation Page for Mandatory Statements” (**ATTACHMENT 1**), and it should be inserted under **Tab 1** of the Proposal.

5.1.3 It is **mandatory** that the Proposer sign, have certified by a notary public, and return the “Certification Attestation Page for Mandatory Facility/Site Requirements” (**ATTACHMENT 2**), and it should be inserted under **Tab 1** of the Proposal.

5.1.4 It is **mandatory** that the Proposer complete and return the “Business Corporate Reference Form” (**ATTACHMENT 3**), as outlined in Section 5.3.3, and it should be inserted under **Tab 1** of the Proposal.

5.2 Tab 2 – Transmittal Letter with Executive Summary

The Proposer should complete, sign and return under Tab 2, the Request for Proposal – Contractual Services Form (front cover sheet of this RFP document). The proposal shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the Proposer’s method of delivering the required services in compliance with the minimum requirements and services outlined in Section 3, Statement of Services Sought, of the RFP. The synopsis should contain sufficient detail addressing all elements of the required service delivery and should be prepared in such a manner that will clearly indicate the Proposer’s understanding of, and intent to comply with, the requirements set forth in the RFP, and be understandable to individuals on a management level. The Transmittal Letter with Executive Summary should be signed by a representative of the Proposer authorized to bind the corporate entity submitting the proposal and should be inserted under **Tab 2** of the Proposal. The Transmittal Letter with Executive Summary should also contain information addressing each of the following requirements:

5.2.1 Information indicating that the Proposer is a corporation or other legal entity, if applicable.

5.2.2 The Proposer’s federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.

5.2.3 The Proposer’s E-mail address or a statement certifying that an E-mail address will be available for the Contractor’s Representative by the start date of any contract resulting from this RFP.

5.2.4 Information indicating whether the Proposer intends to utilize subcontractors and if so, that the proposer agrees to provide written notice to the Contract Manager of the name, component/type of work to be performed and FEID number of all subcontractors that will be utilized for direct service delivery. (This information shall be provided with the proposal). Use of subcontractors must be in accordance with Section 7.20.

5.2.5 A statement from any proposed subcontractor acknowledging acceptance of and intent to be bound by the contract terms to be included in the Department’s Contract should the proposer be awarded a Contract resulting from this RFP. The statement shall bear an original signature from a person authorized to legally bind the subcontractor.

5.2.6 Proof that the Proposer 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 Proposer’s corporate document 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.

5.2.7 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Proposer is also an employee of the State or no State employee owns a five percent (5%) interest in the Proposer or its’ affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.

- 5.2.8** A statement affirmatively certifying that the Proposer has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.
- 5.2.9** The Proposer shall provide for both the Contractor and Contractor’s personnel, copies of any and all contract audits, reviews, internal investigations, warning letters, or disciplinary action taken by the Federal Government or any State Agency in relation to contracts held by the Proposer within the last five (5) years. If there have been none, a statement should be provided to that effect.
- 5.2.10** The Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Proposer), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction. If there have been none, a statement should be provided to that effect.
- 5.2.11** The Proposer should identify the proposed Circuit Location (see Section 2.2, first paragraph and Section 3.7). The Proposer shall also provide information indicating the specific location(s) being proposed, including the identification of and distance from the nearest parent institution if known at time of proposal submission.

5.3 Tab 3 – Business/Corporate Experience and Qualifications

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

The Proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as “the Contractor” and insert it under **Tab 3**.

5.3.1 Business/Corporate Background

The background information of the submitting Proposer, which, at a minimum, shall include:

1. Date established;
2. Ownership (public company, partnership, subsidiary, etc.);
3. Primary type of business and number of years conducting primary business;
4. List of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors if applicable; and
5. National accreditations, memberships in professional associations or other similar credentials.

5.3.2 Narrative/Record of Past Experience

It is a requirement that the Proposer have three (3) years business/corporate experience within the last five (5) years relevant to the provision of community-based criminal justice substance abuse transitional re-entry services for inmates or offenders as described in this RFP. Details of the Proposer’s experience that meet this requirement should be provided in narrative form and in

sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

- 5.3.2.1** A narrative description of Proposer's experience relevant to the provision of criminal justice community-based substance-abuse transition re-entry center services for the population described in this RFP, including an estimated total of the population served annually and the demographics of the population;
- 5.3.2.2** A narrative description of experience relevant to the care, custody, control and supervision of inmates;
- 5.3.2.3** Description of utilization of community networks, partnerships or resources used in meeting the need of the referred population;
- 5.3.2.4** Availability of resources (other than financial) to work on this project;
- 5.3.2.5** A list of similar contracts within the same size and scope within the past five (5) years including the names of the entity contracted with, addresses, phone numbers, e-mail addresses, name of Contract Manager(s) or senior official responsible for the Contract;
- 5.3.2.6** Copy of most recent contract management reviews, evaluations, audits or similar documents for those contracts of similar size and scope listed in Section 5.3.2.5;
- 5.3.2.7** Provide a list of all contracts, within the past five (5) years, the Proposer has provided services under that were terminated prior to original expiration date or for which the Proposer requested termination, or reached mutual agreement on termination prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated, the Proposer shall provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract;
- 5.3.2.8** Provide a list of all contracts within the past five (5) years the Proposer has provided services under that you experienced a loss of funds due to fines, delay damages, liquidated damages, and/or forfeiture of performance, surety or proposal bonds in whole or part;
- 5.3.2.9** Summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditation, grant awards, etc.); and
- 5.3.2.10** Summary of any ongoing litigation with an indication as to whether a negative outcome would have potential material impact on proposer.

5.3.3 Business/Corporate References

The Proposer shall furnish references with their proposal, utilizing the form provided as **Attachment 3** of this RFP. In order to qualify as current experience, services described by corporate references shall be ongoing or shall have been completed within the thirty-six (36) months preceding the issue date of this RFP. The completed form shall be inserted under Tab 1, as outlined in Section 5.1.4.

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

5.4 Tab 4 – Proposed Project Staff

The purpose of this subsection is to provide the Department with a basis for determining the Proposer's understanding of the qualifications of personnel required for administrative oversight and/or management and operation of a project of this size and scope. The Proposer should supply the information requested in this section and insert it under **Tab 4** of the Proposal.

5.4.1 Key Contract Staff

The Proposer should provide with their proposal the following information and/or documentation regarding the specific staff outlined below, who will be directly responsible for administration or administrative/management oversight of the Contract and for provision of services requested under this RFP.

5.4.1.1 Resumes

Current resumes or similar instruments should be provided for the individuals who are or will be occupying the following business/corporate positions identified by the Proposer. The resumes should include employment history for all relevant and related experience and all education and degrees (**including specific dates, names of employers, and educational institutions**). Licenses and credentials, as applicable, should be provided with resumes or similar instruments, and experience and training must be indicated and must support that the respective individual meets the specifications listed below.

- 1) **Chief Executive Officer (or equivalent title)** – The Chief Executive Officer is the highest ranking officer in the Contractor's company or organization. The CEO shall have a minimum of one (1) years experience as a CEO of a corporation regularly engaged in the provision of substance-abuse transition reentry center services for inmates.
- 2) **Project Manager (or equivalent title)** – The Project Manager, if it's not the CEO, is the individual who will have responsibility for the administration of the Contract and will directly supervise the facility director. This individual shall have a minimum of two (2) years experience at a management level providing direct administrative oversight to residents or offenders or inmates in the care, custody, or supervision of a federal, state, or local criminal justice system.

5.4.1.2 Job Descriptions – Operations

The Proposer should provide with their proposal the current job descriptions for the individuals who are or will be occupying the following management positions identified by the Proposer. The job descriptions shall minimally include any required education, experience, licensure/certification, if applicable, salary range, specific job duties and maximum caseload number, if applicable of the positions and if a supervisor, the number and title of staff they will supervise.

- 1) Facility Director
- 2) Assistant Facility Director
- 3) Correctional Technicians
- 4) Shift/Operations Supervisor (Optional)
- 5) Electronic Monitoring Case Manager

5.4.1.3 Job Descriptions – Programs

The Proposer should provide with their proposal, the current job descriptions for the individuals who are or will be occupying the following management positions identified by the Proposer. The job descriptions shall minimally include any required education, experience, licensure/certification, if applicable, salary range, specific job duties and maximum caseload number, if applicable of the positions and if a supervisor, the number and title of staff they will supervise.

- 1) Clinical Supervisor/Qualified Professional
- 2) Counselor
- 3) Academic Teacher
- 4) Vocational Instructor
- 5) Clinical Support
- 6) Employment Counselor
- 7) Administrative Secretary

5.4.2 Staffing Levels and Scheduling

5.4.2.1 Staffing Levels and Scheduling

The Proposer should provide with their proposal, the following:

- 1) Provide a list of all position titles in the organization that will provide any administrative oversight, support or direct service under the resulting contract. This Position Title list should reflect the number of staff with that title who will be providing those services and specify whether it is an on-site position or an administrative oversight position.
- 2) Provide a daily program schedule indicating how all required program activities, program modules, and services will be implemented at the program site.
- 3) Provide a detailed monthly staffing schedule which reflects the number of staff and the position-title of the individuals who will be working each identified shift, seven (7) days a week, twenty-four (24) hours a day.
- 4) Provide a detailed written “back-up” plan for filling staff absences and vacancies from work for each program site.
- 5) Provide a prior history of staff retention and what incentives and benefits are provided to retain staff.
- 6) Provide a written plan to recruit, hire and train staff for this project. This plan should reflect an understanding of the Department’s role in approving an individual for work under the resulting contract.

5.5 Tab 5 – Technical Proposal/Service Delivery Narrative

The Proposer should a written detailed narrative of the Proposer’s approach to providing the services as specified in this RFP. The Proposer should explicitly address all Department requirements specified below and in the “Scope of Service” and the information should be inserted under **Tab 5** of the Proposal.

Specifically this section should address:

- 5.5.1** Proposer's Therapeutic Community Program: The Proposer should provide with their proposal their written detailed description of the Therapeutic Community Program that will be utilized, including specifically how the model emphasizes structure, responsibility, accountability, consequences, consistency and limit setting as well as the type of therapeutic community groups and activities that will be utilized in the Proposer's model and TC rules. It should also include language regarding inmates supervising other inmates (see Section 3.15.1.4). This description should also include how the Proposer's TC model will meet the needs of specialized populations.
- 5.5.2** Program Licensure. The Proposer should provide with their proposal, documentation showing current required licensure for the proposed site, appropriate to the program type for this RFP, as specified by Rule 65D-30.003, F.A.C. (Licensing and Regulatory Standards), or a copy of the Department of Children and Families application for licensure or an implementation plan to obtain licensure. If the Proposer is currently providing services as described in this RFP, a copy of the most recent Department of Children and Families audit for services should be provided.
- 5.5.3** Parent Institution, Service Location and Facility Requirements: The Proposer should provide with their proposal their written detailed description of their understanding of the relationship the contracted program facility will have with the Parent Institution, requirements regarding the service location and the facility requirements.
- 5.5.4** Emergency Operations Procedure: The Proposer should provide with their Proposal, their written detailed description of their emergency procedure, including a written evacuation plan, covering such emergencies as fire, natural disaster, hurricanes, severe weather and pandemic outbreak and include how the Proposer will coordinate with the Department of Corrections (Parent Institution) during such emergencies.
- 5.5.5** Facility Intake: The Proposer should provide with their Proposal, their written detailed description of how they will conduct facility intake, including facility orientation (what will be accomplished and a description of the program activities), development of a personalized program plan, information included in case files and health record files, confidentiality pertaining to inmates, and the daily log of activities.
- 5.5.6** Information Technology Software: The Proposer should provide with their Proposal their written detailed description of the information technology software and all fees associated with the same.
- 5.5.7** Prevention Services: The Proposer should provide with their Proposal their written detailed description of Level I Prevention Services component, including prevention strategies being utilized, all evidence based curriculum, program service modules, and skill building programming. Group size, prevention, treatment or aftercare plan and daily schedule should be included in the written detailed description.
- 5.5.8** Substance Abuse Outpatient Treatment Services: The Proposer should provide with their Proposal their written detailed description of the Outpatient Substance Abuse Treatment Services component, including curriculum being used, program activities, process groups, and individual counseling.
- 5.5.9** Aftercare Substance Abuse Treatment Services: The Proposer should provide with their Proposal their written detailed description of Aftercare Substance Abuse Treatment Services, including the number of groups and individual counseling.
- 5.5.10** Thinking for a Change and other Substance Abuse Modules: The Proposer should provide with their Proposal their written detailed description of any past experience utilizing the evidenced-based

curriculum, T4C, explain how the requirement for a Certified Thinking for Change Facilitator will be met, which staff will be trained to deliver the curriculum and the timeline for implementation. The Proposer should also include in the written detailed description other substance abuse modules that will be implemented.

- 5.5.11 Educational Component:** The Proposer should provide with their Proposal their written detailed description of what and how educational programming will be offered at the facility. This description should include the number of academic teachers and the required qualifications of the staff.
- 5.5.12 Vocational Component:** The Proposer should provide with their Proposal their written detailed description of what and how vocational programming will be offered at the facility. This description should include the number of vocational programs and instructors, as well as the required qualifications of the staff.
- 5.5.13 Employment and Transition Services:** The Proposer should provide with their Proposal their written detailed description of the employment and transition services to be provided to facilitate successful re-entry into society upon completion of incarceration through meaningful employment, to include skills such as job placement, job retention, and re-entry transition plan.
- 5.5.14 Additional Service Requirements:** The Proposer should provide with their Proposal their written detailed description of the service tasks, including, but not limited to: faith-based activities; curriculum on tobacco cessation; monthly activity log; family counseling; wellness/fitness program; urinalysis; inmate progress (CEST); support groups; canteen or commissary services; and barber services.
- 5.5.15 Canteen or Commissary Services:** The Proposer should provide with their Proposal their written detailed description of how they will provide and operate canteen or commissary services to inmates.
- 5.5.16 Quality Assurance Program:** The Proposer should provide with their Proposal their written detailed description of their quality assurance program that meets the requirements of Chapter 397, F.S. and Rule 65D-30, F.A.C.
- 5.5.17 Clinical Supervision:** The Proposer should provide with their Proposal their written detailed description of the how the clinical supervisor will: (1) provide no less than four hours per month of clinical supervision per counselor, including face-to-face interview and observation of group of individual counseling; and (2) review and sign off on clinical files.
- 5.5.18 Meals:** The Proposer should provide with their Proposal their written detailed description of how meals will be provided to inmates in accordance with Rule 33-204.002 and 33-204.003, F.A.C., including how proposer will provide meals at no cost to the inmates, what staff will supervise kitchen activities, how TC jobs will be incorporated into the kitchen and what the specific jobs will be and how special needs will be addressed.
- 5.5.19 Posting of Rules:** The Proposer should provide with their Proposal their written detailed description of how and where rules will be posted, including a list of what will be posted.
- 5.5.20 Inmate Property:** The Proposer should provide with their Proposal their written detailed description of how inmate personal property will be safeguarded and handled.
- 5.5.21 Family Visitation (Type B Furloughs):** The Proposer should provide with their Proposal their written detailed description of how meals will be provided to inmates in accordance with Rule 33-204.002 and 33-204.003, F.A.C.

- 5.5.22** Furloughs, Furlough Sponsors: The Proposer should provide with their Proposal their written detailed description of how furloughs will be issued and monitored, how furlough sponsors are obtained and how furloughs will be incorporated into the treatment regime. This description should also include the sign in/sign out process procedure, including a method for notifying the facility staff when the inmate has signed out of the facility and is due to return.
- 5.5.23** Off-Site Activities: The Proposer should provide with their Proposal their written detailed description of how off-site program related activities will be handled.
- 5.5.24** Visitors' Procedure: The Proposer should provide with their Proposal their written detailed procedure outlining the visitor processes and policies and how they will ensure the procedure is adhered to. It should include a description of what activities will be available for children and family interaction during visitation
- 5.5.25** Inmate Mail: The Proposer should provide with their Proposal their written detailed description of their procedures regarding the distribution of mail to the inmate population, including routine mail, legal documents and legal mail and privileged mail.
- 5.5.26** Telephone Use: The Proposer should provide with their Proposal their written detailed description of how telephone access will be provided to inmates for them to make and receive calls.
- 5.5.27** Inmate Release: The Proposer should provide with their Proposal their written detailed description of how they will release inmates in compliance with Department rules and procedures pertaining to release as found in the requirements of rules 33-601.501-503, F.A.C., which establishes the procedure to be followed in providing a discharge gratuity and travel to eligible inmates upon their release. Contractor shall follow procedures which are substantially identical to those in Rules 33-601.501-503, F.A.C., and make payment from its fund to eligible inmates.
- 5.5.28** Searches and Contraband: The Proposer should provide with their Proposal their written detailed description of their procedure that addresses how searches will be conducted, documented and how contraband will be handled. A description of the process that will be utilized to ensure procedures are adhered to must also be included.
- 5.5.29** Inmate Movement, Counts and Escapes: The Proposer should provide with their Proposal their written procedures for Inmate Movement, Count and Escapes, including their process to ensure staff is trained and adheres to the procedures.
- 5.5.30** Security Equipment: The Proposer should provide with their Proposal a written detailed list of the type and the number of each type of security equipment that will be maintained on the site. In addition the proposer shall provide a detailed description of how staff will be trained in the usage the equipment and a procedure that reflects when and how the equipment should be used. The description should also include how the proper control and inventory of the security equipment will be maintained at all times.
- 5.5.31** Incident Reports: The Proposer should provide with their Proposal a written detailed description of their understanding of how incident reports are handled, timeframes involved, and who reports are made to and what is reportable.
- 5.5.32** Inmate Trust Accounts: The Proposer should provide with their Proposal a written detailed description illustrating the understanding of, and the capability to manage inmate trust fund accounts and requirements for such, including auditing reports, surety bonds, transfer of exiting and inmate trust account balances.

- 5.5.33** Inmate Personalized Program Plan/Budget Sheet: The Proposer should provide with their Proposal a detailed written description of how the Proposer will assist the inmate in developing Section III, Budget Plan, a subsection of the Personalized Program Plan (PPP), including the following different types of deductions that may be required: COPS Obligations; DC Obligations; Transportation Fee; Family Dependent Deduction; Saving Deduction; Inmate Weekly Draw; Special Withdrawals; Banking Fee; Collection of Subsistence; and Other Authorized Deductions.
- 5.5.34** Health Care Services and Medication Management: The Proposer should provide with their Proposal a detailed written description of their understanding of their responsibilities for health care services and medication management.
- 5.5.35** Work Detail/Extra Duty and Community Public Service Work: The Proposer should provide with their Proposal a detailed written description of how the Proposer will implement and utilize work detail and community public service guidelines in the treatment process.
- 5.5.36** Electronic Monitoring: The Proposer should provide with their Proposal a detailed written description of their responsibility to ensure that all inmates assigned to work release shall wear electronic monitoring anklets, including all the protocols regarding electronic monitoring.
- 5.5.37** Transportation: The Proposer should provide with their Proposal a detailed written description of the Proposer's understanding of their responsibilities for transportation of inmates, including services for cost and no cost, and how they will accomplish their responsibilities.
- 5.5.38** Classification Services: The Proposer should provide with their Proposal a detailed written description outlining their approach for the provision classification services, including coordination with the Department's parent institution, as specified in Section 3.19 to include Inmate Requests, Inmate Grievances, Disciplinary Reporting, Release Plans, and Gain time.
- 5.5.39** Staff Conduct: The Proposer should provide with their Proposal a detailed written description of their understanding of the staff conduct and safety requirements listed in Section 3.22 and how the Proposer will ensure that all staff are orientated to and adhere to these requirements.
- 5.5.40** Records and Documentation: The Proposer should provide with their Proposal a detailed written description illustrating the proposer's understanding of the records and documentation that shall be maintained on-site and available for review by the Department.
- 5.5.41** Reporting Requirements: The Proposer should provide with their Proposal a detailed written description which reflects an understanding of all reporting requirements and a detailed methodology for complying with each of these requirements.
- 5.5.42** Performance Measures/Liquidated Damages: The Proposer should provide with their Proposal a detailed written plan for meeting all performance measures and a statement regarding their understanding of liquidated damages.
- 5.5.43** Implementation Timeline: The Proposer should provide in their Proposal a proposed timeline for the implementation of operations for the facility and services, including but not limited to timetable for construction or leasing (if applicable), required public hearings, zoning and licensing as appropriate and any other tasks that are required before the final site inspection.
- 5.5.44** Value Added Services: The Proposer should provide, if applicable, a detailed written description of any value added services being offered **at no cost to** the Department and provided to the Department in addition to the services that meet the minimum services requirements and specifications of this RFP.

5.6 Tab 6 – Facility/Site Information

The Department is aware that Proposers may not have a final site purchased or leased at the time of proposal submission. However, by submitting a proposal, the Proposer certifies that any such site shall meet all requirements governing the operation of a SATREC provided by law, rule or regulation and as specified in this RFP.

- 5.6.1** The Proposer should include the proposed physical address to include the parent institution and distance to the referenced parent institution.
- 5.6.2** Geographical location - the Proposer should specify in which of the five (5) counties designated in this RFP the proposed facility is (will be) located in.
- 5.6.3** A proposed timeline for the implementation of operations for the facility and services, including but not limited to timetable for construction or leasing (if applicable), required public hearings, zoning and licensing as appropriate and any other tasks that are required before contract execution and/or the actual occupancy and operation of the facility can be implemented.
- 5.6.4** Program licensure showing current required licensure appropriate to the program type, as specified by Rule 65D-30, F.A.C., and all updates and revisions thereof.
- 5.6.5** Construction type, year built, floor plan of the Proposer's facility detailing square footage of all space, which identifies its intended purpose (e.g., bedroom, dining room/whether shared or not), number of beds to be placed in each bedroom; number of toilets, sinks and bathing facilities available for use by inmates; and location/presence of all required appliances, including laundry equipment and telephones. Details shall include the ratios of inmates to operating toilets, sinks and bathing facilities, washer and dryers and telephones.
- 5.6.6** Brief description of the surrounding area/neighborhood, Indicate if there is a school, daycare facility, park, playground or other area where children regularly congregate near the program facility and the approximate distance from the Contractor's facility.
- 5.6.7** Compliance with zoning requirements, including the capability to obtain a Conditional Use Permit (CUP) and communication with the county's Zoning Advisory Board and copies of all existing permits.
- 5.6.8** Facility's utilities, including but not limited to, electricity, running water, meals and local telephone service (include inmate to telephone ratios).
- 5.6.9** A facility start-up plan which provides a timeline for the start of operations at the Proposer's facility, including, but not limited to, a timetable for preparing the facility for occupancy no later than October 3, 2014, including obtaining appropriate zoning and licensing, as applicable, and any other tasks that are required before the actual occupancy and operation of the program is commenced.
- 5.6.10** Proposer should provide a detailed description for the provision of meals in accordance with Florida Administrative Code Rules 33-304.002 and 33-204.003.
- 5.6.11** Compliance documentation to include, but not be limited to, Americans with Disabilities Act (ADA) and with all rules of the State Fire Marshal. Documentation shall support the ability to comply and obtain all required licenses.

5.6.12 If the facility is not in compliance at the time of proposal submission, the Contractor’s plan for compliance with and achieving the Florida Americans with Disabilities Accessibility Implementation Act and all rules of the State Fire Marshal.

5.7 Tab 7 – Minority/Veteran Business Enterprise Certification

If applicable, the Proposer should provide a current and valid copy of their certification as a minority/veteran business enterprise issued by the Office of Supplier Diversity (formerly called the Commission on Minority Economic Business and Development) and insert it under **Tab 7** of the proposal.

5.8 Price Proposal Contents

5.8.1 Price Proposal Submission Requirements

Each Proposer shall submit one (1) original separately bound, signed and sealed price proposal and one (1) electronic copy, in pdf format on CD. The Price Proposal must be completed by utilizing the Price Sheet located at the end this document RFP document.

Proposals should be submitted with the most favorable terms the Proposer can offer. By submitting an offer under the RFP, each Proposer warrants his/her agreement to the rates proposed. The Department may reject any and all proposals that are conditional, incomplete or which contain irregularities, as these will be deemed to be a counteroffer. By submitting an offer or offers under this RFP, each Proposer warrants his/her agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges shall render the entire proposal non-responsive.

All Price Information Sheet calculations will be verified for accuracy by Bureau of Procurement and Supply staff assigned by the Department. In the event that a mathematical error is identified, Unit Prices submitted by the Proposer will prevail. Price Proposal points will be awarded based on certified Department-corrected price sheets, if applicable. Department corrected price sheets will be made available upon written request.

5.8.2 Price Proposal Instructions

The Proposer shall complete the Price Information Sheet by following the instructions below:

Proposers shall submit a separate Proposal and Price Information Sheet for each facility proposed.

5.8.2.1 Instructions for Completing Price Information Sheet

The Proposer shall complete the Price Information Sheet by following the instructions below:

Proposers shall submit a single per diem rate, per occupied work release component bed and a single per diem rate per occupied substance abuse transitional component program bed. The Contractor will be permitted to supplement the per diem payment made by the Department by retaining a subsistence fee from inmates not to exceed 55% of their net earnings however, total operating costs per diem per inmate (per diem contract payment plus subsistence fee retained) shall not exceed the Department’s average operating cost of **\$52.00**.

The proposer must complete the price information table for the facility (location and address) for which they are submitting a proposal in the following manner:

1. In Row 1, Column 2, enter a single per diem rate (Unit Cost) for the facility/location per occupied work release component bed. Multiply the unit cost by

the weight located in Row 1, Column 3, and enter the amount in Row 1, Column 4 (Total Weighted Price);

2. In Row 2, Column 2, enter a single per diem rate (Unit Cost) for the facility/location per occupied substance abuse transitional component program bed. Multiply the unit cost by the weight located in Row 2, Column 3, and enter the amount in Row 2, Column 4 (Total Weighted Price);
3. In Row 3, Column 4, add the Total Weighted Prices Bid for Row 1, Column 4 and Row 2, Column 4, and enter this amount.
4. In Row 4, enter the Name of Proposer's Organization.
5. In Row 5, enter the Geographic Area (County and City) of the proposed facility location.
6. In Row 6, enter the address (location) of the proposed facility.
7. In Row 7, enter the nearest parent institution (see Exhibit A).
8. In Row 8, enter the distance of the proposed facility from the nearest parent institution.
9. Enter the name of the Proposer's organization, and affix the signature of the Business/Corporate Representative authorized to bind the Contractor to the prices proposed; and
10. Enter the date that signature is affixed.

5.8.2.2 Unit prices shall prevail. If miscalculations are made, the Bureau of Procurement and Supply will determine the correct total using the unit prices.

5.8.2.3 The Proposed facility shall be located within a 45 mile radius of a parent institution (Exhibit A) and shall be located within one of the following five (5) counties: Osceola, Hillsborough, Manatee, Polk and Sarasota Counties.

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SECTION 6 – REVIEW AND EVALUATION PROCESS

The Department will conduct a comprehensive, fair, and impartial review and evaluation of all proposals received in response to this RFP in compliance with the due dates specified in the Calendar of Events (Section 4.2). The review and evaluation will be conducted in accordance with the process set forth in Section 6.1, Review and Evaluation Process.

Selection of a successful Proposer(s) will be based on the highest ranking responsive proposal(s) for each WRC that is determined to be in the best interest of the Department, taking into consideration the criteria set forth in the RFP.

The Department reserves the right to make an award(s) with or without further negotiations with the highest-ranking Proposer.

Issuance of this RFP in no way constitutes a commitment by the Department to award a contract.

This section provides an overview of the proposal review and evaluation process. It follows the process from proposal receipt to final contract award. The process itself is divided into seven separate phases. These phases are:

- Phase 1:** Public Opening
- Phase 2:** Review of Mandatory Responsive Requirements/Fatal Criteria and Transmittal Letter with Executive Summary and Other Proposal Submissions (**Tab 1 and 2**)
- Phase 3:** Evaluation of Project Proposals (**Tab 3, 4 and 5**)
- Phase 4:** Review of Business/Corporate References
- Phase 5:** Review of Review of Price Proposals
- Phase 6:** Ranking of Proposals
- Phase 7:** Notice of Agency Decision

Phases 1, 2, 4, 5, 6 and 7 will be performed by staff members of the Department’s Bureau of Procurement and Supply (BPS).

Phase 3 will be performed by the Proposal Evaluation Team. An Evaluation Team will be established to assist the Department in the evaluation of the proposal(s). Any proposal failing to meet mandatory responsiveness requirements/fatal criteria will **not** be evaluated. The team will evaluate the Business/Corporate Experience and Qualifications, Project Staff, and Technical Proposal/Service Delivery Narrative of all proposals that meet mandatory responsiveness requirements/fatal criteria. The Proposal Evaluation Team will score the Business/Corporate Experience and Qualifications, Project Staff, and Technical Proposal/Service Delivery Narrative according to established criteria.

Proposal Review and Evaluation Points

The following shows the maximum number of points that may be awarded for each part of the submitted Project Proposal and Price Proposal:

Project Proposal:	
Mandatory Responsiveness Requirements	0 points
Other Proposal Submissions	0 points
Category 1 – Business/Corporate Experience & Qualifications (Tab 3)	150 points
Category 2 – Project Staff (Tab 4)	250 points
Category 3 – Technical Proposal/Service Delivery Narrative (Tab 5)	400 points
Price Proposal:	200 points
TOTAL POSSIBLE POINTS	1000 points

6.1 Review and Evaluation Process

6.1.1 Phase 1 – Public Opening

Proposals will be publicly opened at the date and time specified in the Timeline.

6.1.2 Phase 2 – Review of Mandatory Responsive Requirements (Tab 1) and the Transmittal Letter with Executive Summary and Other Proposal Submissions (Tab 2)

The purpose this Phase is to determine if each Proposal complies with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of the RFP, and that the Proposals contain the requested information necessary to ensure the competitive procurement process has been followed and to aid in Department management of a contract resulting from this RFP. **Failure to meet any of these mandatory responsiveness requirements will render a proposal non-responsive and result in rejection of the entire proposal. Further evaluation will not be performed.** Proposals passing the mandatory responsiveness requirements will be further reviewed by Procurement & Supply staff for compliance with the items required in the Transmittal Letter with Executive Summary and other Proposal Submissions outlined in Section 5, Proposal Submission Requirements of the RFP. In the case of minor irregularities, the Department reserves the right to require additional information from a Proposer prior to contract award.

No points will be awarded for passing the mandatory responsive requirements and for the review of the Transmittal Letter with Executive Summary and other Proposal Submissions.

6.1.3 Phase 3 – Business/Corporate Experience and Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Approach (Tab 5)

Only those proposals which have been deemed responsive after Phase 1 and Phase 2 will be delivered to the Evaluation Team to be evaluated. **The evaluation criteria to be utilized in the evaluation of each category of the Business/Corporate Experience and Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Approach (Tab 5) are listed in Section 5 and Attachment 5.**

6.1.3.1 Category 1 – Proposer’s Business/Corporate Experience and Qualifications

The Proposer’s “Business/Corporate Experience and Qualifications” will be evaluated by the Evaluation Team based on the information supplied by the Proposer as required in Section 5.3 and Tab 3, Business/Corporate Experience and Qualifications.

A maximum of 150 points may be awarded for the Business/Corporate Experience and Qualifications category.

6.1.3.2 Category 2 – Project Staff

The Proposer’s “Project Staff” will be evaluated by the Evaluation Team based on the information supplied by the Proposer as required in Section 5.4 and Tab 4, Project Staff.

A maximum of 250 points may be awarded for the Project Staff category.

6.1.3.3 Category 3 – Technical Proposal/Service Delivery Narrative

The Proposer’s “Service Delivery Approach” will be evaluated based on the information supplied by the Proposer in response to Sections 5.5 and Tab 5, Service Delivery Approach.

A maximum of 400 points may be awarded for the Technical Proposal/Service Delivery Narrative.

6.1.4 Phase 4 – Review of Business/Corporate References

The Department will review business/corporate references (mandatory form) provided by the Proposer as required in Section 5.1.4 and Section 5.3. The Department is not limited to verifying references submitted solely by the Proposer and may utilize other sources.

6.1.5 Phase 5 – Public Opening of Price Proposals/Review of Price Proposals

The Price Proposal will be revised by BPS staff to determine price points. The Price Proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate (if calculations are required). If the Proposer makes a mathematical error, units prices will prevail.

A maximum of 200 points will be awarded for the Proposer that submits the lowest Price Proposal. All other price proposals will receive points according to the following formula:

$$\frac{(N)}{X} \times 200 = Z$$

Where: N = lowest Price of all Price Proposals
X = Proposer's proposed price
Z = points awarded

6.1.6 Phase 6 – Ranking of Proposals

The points awarded for all categories for Business/Corporate Experience and Qualifications, Project Staff, Technical Proposal/Service Delivery Approach, and Price Proposals will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

6.1.7 Phase 7 – Notice of Agency Decision

The Department will post a notice of Agency Decision.

6.2 Incomplete Pricing Sheet

Any Price Information Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

6.3 Identical Tie Proposals

When evaluating bids/proposals/responses to solicitations, if the department receives identical pricing or scoring of multiple vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, F.A.C., and Section 295.187, F.S.

SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this RFP. By submitting a response to this RFP, the Proposer is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

When a contract is established between the Department and the Contractor for specific services, this RFP and the Proposer's Proposal shall be incorporated into and thereby become a part of that contract. If there is a conflict in language, the Department's contract will govern.

(The following section takes precedence over PUR 1000-General Instruction)

7.2 Termination

7.2.1 Termination at Will

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

7.2.2 Termination Because of Lack of Funds

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

7.2.3 Termination for Cause

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

7.2.4 Termination for Unauthorized Employment

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

7.3 Payments and Invoices

7.3.1 Payment by the Department

The Contract resulting from this RFP will be a fixed rate contract. The Department will pay the Contractor on a monthly basis at the per diem rate (unit price) bid per offender, per occupied bed (computed as annualized bed days), for the provision of services as specified in Section 3, Statement of Services Sought, that meet the requirements of this RFP. The resulting Contract from this RFP will state the maximum number of annualized bed days the Contractor will be paid. For

example, should the Contractor propose 5 beds and is awarded 5 beds, the Contract would state 1,825 annualized bed days (1,830 bed days for a leap year).

The Department reserves the right to increase or decrease the number of beds under the Contract, on an as-needed basis. The price for additional beds will be paid at the contracted rate existing at the time of the requested increase in beds. Any addition in the number of authorized beds under the Contract will require a contract amendment.

7.3.2 Submission of Invoices

The Contractor agrees to request compensation on a monthly basis through submission to the Department of a properly completed invoice no later than the last business day of the month following the month for which payment is being requested. The specific addresses for invoice submission will be identified in the Contract resulting from this RFP.

The Contractor's invoice shall include the Contractor's name, mailing address, and tax ID number/FEIN as well as the Contract number and date of invoice period. Every invoice must be accompanied by the appropriate supporting documentation as indicated in Section 7.3.3., Supporting Documentation for Invoice.

7.3.3 Supporting Documentation for Invoice

The Contractor agrees to request compensation from the Department through the submission of a properly completed invoice. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted to the Department no later than the last business day of the month following the month during which services were provided and shall satisfy contract requirements for reporting services rendered and documenting compliance with performance measures.

7.3.4 Vendor Substitute W-9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridaacfo.com>. Forms can be found at: <http://www.myfloridacfo.com/aadir/docs/SubstituteFormW-9-03-21-11.pdf>. Frequently asked questions/answers related to this requirement can be found at the following website: <http://www.myfloridacfo.com/aadir/docs/VendorFAQPosted090310.pdf>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridaacfo.com.

7.3.5 Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of the Contract resulting from this RFP.

7.3.6 Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under the Contract resulting from this RFP.

7.3.7 Tax Exemption

The Department agrees to pay for contracted services according to the conditions of the Contract resulting from this RFP. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

7.3.8 Timeframes for Payment and Interest Penalties

The Contractor providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

7.3.9 Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable or the end date of the Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract resulting from this RFP may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

7.3.10 Electronic Transfer of Funds

The Contractor is encouraged to accept payments for work performed under this contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at telephone number (850) 413-5517 http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm.

7.4 Contract Modifications

Modifications to the provisions of the Contract resulting from this RFP, with the exception of Section 7.5., Contract Management, shall be valid only through execution of a formal contract amendment, signed by both parties unless otherwise authorized by this RFP.

7.4.1 Department Required Scope Changes

During the term of the Contract, the Department may unilaterally require, by written notice, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Department may make an equitable adjustment, (i.e. increase or decrease in rate, reimbursement for costs, etc.) if the change affects the cost or service delivery. The Contractor will be required to expeditiously execute an amendment to effect such changes, which execution shall not be unreasonably withheld. The Department shall endeavor to provide written notice to the Contractor thirty (30) days in advance of any Department-

required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the services as specified herein.

7.4.2 Scope Changes after Contract Execution

The Department shall provide written notice to the Contractor thirty (30) days in advance of any required changes to the requirements outlined in the scope of work. Any deviations the Contractor may wish to make from these requirements must be approved in advance and in writing by the Contract Manager. Unless otherwise provided for in the contract resulting from this RFP, changes will require a formal contract amendment as per Section 7.4., Contract Modifications.

7.5 Contract Management

7.5.1 Department's Contract Manager

The Contract Manager for the Department of Corrections will be responsible for management of the Contract resulting from this RFP.

The Contract Manager will perform the following functions:

- a. Serve as the liaison between the Department and the Contractor;
- b. Evaluate the Contractor's performance;
- c. Direct the Contract Administrator to process all amendments, renewals and terminations of the Contract resulting from this RFP;
- d. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the designees:

- a. Verify receipt of deliverables from the Contractor;
- b. Monitor the Contractor's performance; and
- c. Review, verify, and approve invoices from the Contractor.

7.5.2 Department's Contract Administrator

The Department's Contract Administrator for the Contract will be responsible for the following functions:

- a. Maintain the official Contract file;
- b. Process all Contract amendments, renewals, and termination of the Contract; and
- c. Maintain the official records of all correspondence between the Department and the Contractor.

7.5.3 Contract Management Changes

After execution of the Contract resulting from this RFP, any changes in the information contained in Section 7.5., Contract Management, of that Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

7.6 Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under the Contract resulting from this RFP are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under the Contract resulting from this RFP.

7.7 Vendor Ombudsman

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

7.8 Records

7.8.1 Public Records Law

The Contractor agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the contracted services; (b) allow public access to records in accordance with the provisions of Chapter 119 and 945.10, Florida Statutes; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining public records and transfer to the Department, at no cost, all public records in the Contractor's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the Department's information technology systems. The Contractor's failure to comply with this provision shall constitute sufficient cause for termination of the Contract resulting from this RFP.

7.8.2 Audit Records

1. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this RFP, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.
2. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this RFP.
3. The Contractor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in this RFP, **Attachment 7**, and CFO Memorandum #4 (2006-2007) which is incorporated herein as if fully stated.

7.8.3 Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract resulting from this RFP. All invoices and documentation must be clear and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than forty-eight (48) hours upon request if stored at a different site location. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The

Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period.

7.9 State Objectives

Within thirty (30) calendar days following award of the Contract, the Contractor shall submit plans addressing each of the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation.

(Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Contract Management and Monitoring, Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified in the final Contract resulting from this RFP.)

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

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this solicitation. Small, minority-, women-, and veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and veteran business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Veteran Business Enterprises (CVBE) is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

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

7.9.2 Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

7.9.3 Products Available from the Blind or Other Handicapped (RESPECT): The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly

understood and agreed that any articles that are the subject of, or required to carry out, the Contract resulting from this RFP 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; and for purposes of the resulting Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. If applicable, the Contractor shall submit a plan describing how it will address the use of RESPECT in offering the items bid.

7.9.4 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida correctional work programs. 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 Section 946.515(2), and (4), Florida Statutes; and for purposes of the Contract resulting from this RFP, the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>. If applicable, the Contractor shall submit a plan describing how it will address the use of PRIDE in offering the items bid.

7.9.5 Procurement of Materials with Recycled Content: It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, the Contract resulting from this RFP shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes.

7.10 Sponsorship

If the Contractor is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract resulting from this RFP, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by *Contractor’s name* and the State of Florida, Department of Corrections.” If the sponsorship reference is in written material, the words “State of Florida, Department of Corrections” shall appear in the same size letters or type as the name of the organization.

7.11 Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of the Contract resulting from this RFP, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

7.12 Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of the Contract resulting from this RFP.

7.13 Americans with Disabilities Act

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

7.14 Independent Contractor Status

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

7.15 Indemnification

NOTE: This section is not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, Florida Statutes.

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

7.16 Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of the Contract resulting from this RFP. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under the Contract resulting from this RFP. Upon the execution of the Contract resulting from this RFP, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

7.17 Disputes

Any dispute concerning performance of the Contract resulting from this RFP shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Director of Re-Entry. The Director of Re-Entry shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

7.18 Copyrights, Right to Data, Patents and Royalties

Where activities supported by the Contract resulting from this RFP produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials 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. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to the Contract resulting from this RFP, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under the Contract resulting from this RFP. All computer programs and other documentation produced as part of the Contract resulting from this RFP shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

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

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

7.19 Subcontracts

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor may, upon receiving prior written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under the Contract resulting from this RFP. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract resulting from this RFP, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

7.20 Assignment

The Contractor shall not assign its responsibilities or interests under the Contract resulting from this RFP to another party without prior written approval of the Department's Contract Manager. The Department shall,

at all times, be entitled to assign or transfer its rights, duties and obligations under the Contract resulting from this RFP to another governmental agency of the State of Florida upon giving written notice to the Contractor.

7.21 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 resulting from this RFP or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

7.22 Substitution of Key Personnel

In the event the Contractor desires to substitute any key personnel submitted with his/her proposal, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

7.23 Severability

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

7.24 Use of Funds for Lobbying Prohibited

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

7.25 Governing Law and Venue

The Contract resulting from this RFP is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

7.26 No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither the Contract resulting from this RFP, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

7.27 Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8) and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of the Contract resulting from this RFP, which includes and incorporates **Attachment 6**, Business Associate Agreement for HIPAA, as part of the Contract resulting from this RFP.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning offenders, specifically concerning offender transfers/referrals, to parties outside the Department.

7.28 Reservation of Rights

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

7.29 Prison Rape Elimination Act

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

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**ATTACHMENT 1 – CERTIFICATION /ATTESTATION PAGE FOR MANDATORY STATEMENTS
DC RFP-13-008**

1. **Business/Corporate Experience:** This is to certify that the proposer has at least three (3) years of business/corporate experience relevant to the provision of community-based criminal justice services for inmates or offenders within the last five (5) years.
2. **Authority to Legally Bind the Proposer:**
This is to certify that the person signing the Florida Department of Corrections RFP Contractual Services' Cover Sheet and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Proposer's firm responsible for the prices and total amount of this Proposal and the preparation of the Proposal.
3. **Acceptance of Terms and Conditions:**
This is to certify that the Proposer will comply with all terms and conditions contained within the RFP.
4. **Certification of Minimum Service Requirements:** This is to certify that the services proposed meet or exceed the minimum service requirements as specified in Section 3, **STATEMENT OF SERVICES SOUGHT**, of this RFP. Furthermore, this is to certify that the proposal submission contains no deviations from the requirements of the RFP.
5. **Statement of No Involvement:**
This is to certify that the person signing the proposal has not participated, and will not participate, in any action contrary to the terms of this RFP.
6. **Statement of No Inducement:**
This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regard to this RFP. Furthermore this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive proposal.
7. **Statement of Non-Disclosure:**
This is to certify that neither the price(s) contained in this Proposal, nor the approximate amount of this proposal have been disclosed prior to award, directly or indirectly, to any other proposer or to any competitor.
8. **Statement of Non-Collusion:**
This is to certify that the prices and amounts in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other proposer or with any competitor and not for the purpose of restricting competition.
9. **Non-Discrimination Statement:**
This is to certify that the Proposer does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.
10. **Unauthorized Alien Statement:**
This is to certify that the Proposer does not knowingly employ unauthorized alien workers.
11. **Statement of No Investigation/Conviction:**
This is to certify that Proposer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
12. **Scrutinized Companies Lists:**
If value of this solicitation is greater than or equal to \$1 Million, then the Proposer certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Dated this _____ day of _____ 20__.

Name of Organization: _____

Signed by: _____

Title: _____

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

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

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT 2 –CERTIFICATION /ATTESTATION PAGE FOR FACILITY/SITE REQUIREMENTS
DC RFP-13-008**

Proposed Facility Address: _____

Parent Institution: _____

Proposed Number of Beds: _____

Each item listed below is a program facility/site requirement for the Substance Abuse Transition Re-Entry Center Program. The Proposer shall certify, by initialing next to each requirement that the proposed facility will meet these requirements **prior to contract execution**. After proposals are received and prior to final contract execution and implementation of services, the Department will verify that the awarded Proposer(s) facility(ies)/site(s) have complied with the requirements of Section 944.033(4), F.S., for establishing Community Correctional Centers, Rule 33.202.101, F.A.C., Public Hearings on Community Correctional Centers have been held, all other applicable county and city zoning requirements are met, and the facility has the appropriate level of licensure by the Department of Children and Families in accordance with Rule 65D-30 F.A.C. and all facility requirements outlined in this RFP.

Subsequent to the posting of the Intent to Award, a preliminary facility site inspection is will be scheduled by the Department. It is anticipated that this preliminary site visit will be scheduled no later than fifteen (15) days after Intent to Award. The Department anticipates that the Proposer will have a written report of the preliminary findings within five (5) working days of the preliminary inspection. The Department anticipates that a final site inspection will occur no later than forty-five (45) days after Intent to Award. After completion of the final inspection, the Department will address any specific deficiencies in a written report and allow the Proposer ten (10) business days from the receipt of the report to correct identified deficiencies. An inspection confirming that all deficiencies have been corrected will then be conducted. Failure to correct deficiencies after ten (10) business days of receipt of the report may result in the Proposer being deemed non-responsive and the Department may move to contract with the next highest ranking responsive Proposer.

Program Facility/Site Requirement Circle applicable response for each requirement	Proposer's Initials
The proposed facility meets/will meet all state, county, and city zoning, permitting and licensing, as well as any other requirements necessary to operate the facility for state inmates.	
The proposed facility is/will have ready to commence program operations by the Contract start date.	
The proposed facility is/will segregate(d) the inmate population from any other population housed on the same site or property.	
The proposed facility has/will have working electricity in all areas used by the program inmates.	
The proposed facility has/will have on-site telephone service for inmates to make and receive calls, with a sufficient number of telephone instruments to ensure one (1) telephone per fifteen (15) inmates. Telephone service must be provided in accordance with Rule 33-602.205 F.A.C., Inmate Telephone Use.	
The proposed facility has/will have working air conditioning in all areas used by inmates.	
The proposed facility has/will have a working heating system in all areas used by inmates.	
The proposed facility has/will have hot and cold running water for inmates.	
The proposed facility has/will have a minimum of thirty-seven (37 ½) square feet of segregated sleeping space per inmate with adequate lighting and ventilation of which fifteen (15) square feet shall be unencumbered living space.	
The proposed facility has/will have a bed, fire retardant pillow, fire retardant mattress, bed linens, towels, and toilet articles for maintenance of personal hygiene for each inmate.	
The proposed facility has/will have an individual personal locker with the ability to be locked for each bed.	

Program Facility/Site Requirement	Proposer's Initials
The proposed facility has/will have a minimum of one (1), segregated for the Substance Abuse Transition Re-Entry Center Program, operable toilet for every eight (8) inmates.	
The proposed facility has/will have adequate drawer space and clothing storage area for each inmate.	
The proposed facility has/will have toilets that are in good condition and proper working order.	
The proposed facility has/will have a minimum of one (1) sink for every eight (8) inmates.	
The proposed facility has/will have sinks that are in good condition and proper working order.	
The proposed facility has/will have a minimum of one (1), segregated for the Substance Abuse Transition Re-Entry Center Program, bathing facility (bathtub/shower) for every eight (8) inmates.	
The proposed facility has/will have bathtubs and/or showers in good condition and proper working order.	
The proposed facility has/will have adequate segregated space for the inmate Substance Abuse Transition Re-Entry Center Program to accommodate living and program activities such as counseling, indoor recreation, visiting, etc.	
The proposed facility has/will have a segregated dining area for the inmate Substance Abuse Transition Re-Entry Center Program in which food may be served and consumed.	
The proposed facility has/will have a fully equipped kitchen in which to prepare meals on-site or a service kitchen (refrigerator, stove/toaster over/microwave oven, sink) (at facilities where meals will be prepared off-site by a food service establishment operating in accordance with applicable state and county licensing requirements.	
The proposed facility kitchen area has/will have a minimum of 1.5 square feet per inmate.	
The proposed dining area is/will have a minimum of four (4) square feet per inmate based on a maximum occupancy at all times.	
The proposed facility has/will have a refrigerator and freezer that are in good condition and proper working order.	
The proposed facility has/will have appliances for cooking that are in good condition and proper working order.	
The proposed facility has/will have adequate laundry (washer and dryer) facilities available on-site for inmates' use at no cost to the program inmates. Detergent will also be provided.	
The proposed facility has/will have segregated visiting space for the inmate Substance Abuse Transition Re-Entry Center Program. The space will be conducive to family visitation including children.	
The proposed facility has/will have required security equipment as outlined in this RFP.	
The proposed facility complies/will comply with all applicable Florida Administrative Code requirements, Rules of the State Fire Marshal, and applicable Uniform Fire Safety Standards found in Chapter 633, Florida Statutes.	
The proposed facility is/will be in compliance with the Florida American with Disabilities Accessibility Implementation Act before occupancy.	
The proposed facility has/will have office space available for use by Department staff that allows for confidential business to be conducted. The office space includes access to a telephone and computer hook-up.	
The proposed facility has/will have a written evacuation plan that includes diagrammed evacuation routes covering emergencies such as fire, natural disasters, hurricanes, and other severe weather. This plan is maintained on site and provided to the Parent Institution and the Contract Manager or designee upon request.	
The proposed facility has/will have protocols for: Regular scheduled trash and garbage removal; Regularly scheduled vermin and pest control; and monthly maintenance of all site components, grounds, and operating systems.	

Program Facility/Site Requirement	Proposer's Initials
The proposed facility has/will have a minimum of one appropriately stocked first aid kit for every twenty-five (25) inmates.	
The proposed facility has/will have a minimum of one blood borne pathogen exposure control and clean up kit for every twenty-five (25) inmates.	
The proposed facility has/will have a viable plan to ensure repairs and maintenance of the facility occur in order to ensure the total safety, maintenance, upkeep, appearance, and sanitation of the facility and grounds.	
The Contractor has/will have arranged for inspections and testing of all alarms and fire extinguishing equipment at least semi -annually or more frequently as required by code.	

Dated this _____ day of _____, 20____.

Name of Organization: _____

Signed by: _____

Title: _____

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

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public: _____ My Commission Expires: _____

***** MANDATORY FORM *****
ATTACHMENT 3 –BUSINESS CORPORATE REFERENCE FORM
DC RFP-13-008

Proposers are required to submit with the proposal contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination.

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Signature of Authorized Representative

ATTACHMENT 4 – REFERENCE QUESTIONNAIRE
DC RFP-13-008

This form will be completed by the Department utilizing the information provided on Attachment 3.

THIS BUSINESS/CORPORATE REFERENCE IS FOR: _____

NAME OF PERSON PROVIDING REFERENCE: _____

TITLE OF PERSON PROVIDING REFERENCE: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL ADDRESS: _____

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

2. A. If a Customer, please specifically describe the **primary type** of community-based criminal justice services this entity provided to you.

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

C. What was the estimated population of clients served?

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

4. Can you identify the **number of years** that this entity has provided community-based criminal justice services? Please provide dates to the best of your knowledge.

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

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

VERIFIED BY:

Name of Procurement Manager

Title

Signature

Date

ATTACHMENT 5 – EVALUATION CRITERIA
DC RFP-13-008

RFP Section Reference	Evaluation Criteria	Total Possible Points	Points Awarded
Business/Corporate Experience and Qualifications (150 points)			
5.3.1 5.3.2	To what extent does the Proposer’s corporate qualifications and past experience demonstrate they have the required three (3) years business/corporate experience within the last five (5) years relevant to the provision of a community-based criminal justice substance abuse transitional re-entry center for inmates? (Omitted– 0; Poor –12.50; Adequate– 25; Good –37.50; Exceptional – 50)	50	
5.3.2.3	How substantial is the Proposer’s utilization of community networks, partnerships or resources and how is it used in meeting the needs of the referred population? (Omitted – 0;Poor – 6.25;Adequate – 12.5;Good – 18.75;Exceptional – 25)	25	
5.3.2.1	How extensive and relevant is the Proposer’s experience in serving this type of population, including an estimated total population served annually and demographics of that population? (Omitted – 0;Poor – 7.5;Adequate – 15;Good – 22.5; Exceptional – 30)	30	
5.3.2.5 5.3.2.6	What type of a contracting history and audit report history does the Proposer have and is it extensive? (Omitted – 0;Poor – 5.0 ;Adequate – 10;Good – 15; Exceptional – 20)	20	
5.3.2	How extensive and exemplary is the Proposer in demonstrating operational programmatic experience? (Omitted – 0;Poor – 6.25;Adequate – 12.5;Good – 18.75;Exceptional – 25)	25	
Project Staff (250 points)			
5.4 Tab 4	How thorough is the Proposer’s understanding of the qualifications of personnel required for oversight and/or management and operation of a project of this size and scope as described in this RFP? (Omitted – 0; Poor – 6.25;Adequate– 12.5;Good – 18.75;Exceptional –25)	25	
5.4.1 5.4.1.1	How extensive are the resumes for the Chief Executive Officer (or equivalent title) and the Project Manager (or equivalent title) to include an employment history for all relevant and related experience and all education and degrees? (Omitted – 0; Poor – 3.75;Adequate –7.5;Good – 11.25; Exceptional – 15)	15	
5.4.1.2 3.20.2.1 3.20.4.1	To what extent does the Job Description submitted for the Facility Director demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Omitted – 0; Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
5.4.1.2 3.20.2.2 2.20.4.2	To what extent does the Job Description submitted for the Assistant Facility Director demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Omitted – 0;Poor – 3.75;Adequate – 7.5;Good – 11.25;Exceptional – 15)	15	

5.4.1.2 3.20.2.3 3.20.4.3	To what extent does the Job Description submitted for the Correctional Technician(s) demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
5.4.1.2 3.20.4.5	To what extent does the Job Description submitted for the Electronic Monitoring Case Manager demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
5.4.1.3 3.20.3.1 3.20.5.1	To what extent does the Job Description submitted for the Clinical Supervisor/Qualified Professional demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Omitted – 0; Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
5.4.1.3 3.20.3.2 3.20.5.2	To what extent does the Job Description submitted for the Counselor demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
5.4.1.3 3.20.3.3 3.20.5.3	To what extent does the Job Description submitted for the Academic Teacher demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
5.4.1.3 3.20.3.4 3.20.5.4	To what extent does the Job Description submitted for the Vocational Instructor demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
5.4.1.3 3.20.3.5 3.20.5.5	To what extent does the Job Description submitted for the Clinical Support demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
5.4.1.3 3.20.3.6 3.20.5.6	To what extent does the Job Description submitted for the Employment Counselor demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
5.4.1.3 3.20.5.7	To what extent does the Job Description submitted for the Administrative Secretary demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
5.4.2.1 3.20	How adequate is the Proposer’s list of all positions in the organization that will provide services under a resulting contract and does the list reflect the number of staff and their titles? (Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	

5.4.2.1(2)	How adequate is the Proposer's daily program schedule indicating how all required program activities, program modules, and services will be implemented. (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
5.4.2.1.(4) 3.20.6.1	How comprehensive and attainable is the proposed Back-up Plan for filling staff absences and vacancies? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
5.4.2.1(5)(6)	To what extent does the proposed plan demonstrate the ability to recruit, hire, and train project staff? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
Technical Response & Service Delivery Narrative (400 points)			
2.2 2.3 5.5.1	How thorough is the Proposer's written description of their understanding of the Therapeutic Community Model of treatment and how it will be implemented into this program? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
2.2 3.5.1 5.5.2	Has the Proposer included a copy of (1) their most current residential substance abuse license, if they are currently licensed, or (2) a copy of their application to the Department of Children and Families for licensure, or (3) an implementation plan to obtain licensure and how adequate is the Proposer's ability to maintain appropriate residential licensure and comply with the requirements and standards of Rule 65D-30, F.A.C., for residential substance abuse treatment services? (Omitted – 0; Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
3.7 3.8 3.9 5.5.3	How thorough is the Proposer's written understanding of the relationship they will have with the Parent Institution? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
3.9.5 5.5.4	How adequate is the Proposer's emergency operations procedure description, including facility evacuation, and does the procedure include clear direction to program staff, and include guidelines for communication and coordination with Department staff during emergency events? (Omitted – 0; Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
3.10 5.5.5	How thorough is the Proposer's written understanding of how facility intake will be conducted, including providing orientation, development of a personalized program plan, setting up a case file and health record files, confidentiality and the daily log of activities? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
3.11 5.5.6	How specific is the Proposer's detailed written description and understanding regarding information technology software including any fees associated with the same? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
3.12.12.1 3.12.12.3 5.5.7 5.5.8 5.5.9	What is the Proposer's approach to delivering Substance Abuse Programming and does it include Level 1 Prevention Services, Outpatient Counseling Services and Outpatient Aftercare Services? (Omitted – 0; Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
3.12.3.1 5.5.10	How adequately does the Proposer's approach show the ability to implement the Thinking for Change program and other substance abuse modules? (Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	

3.12.4 3.12.5 5.5.11 5.5.12	How adequate is the Proposer's written approach and ability to implement appropriate educational and vocational programming? Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
3.12.6 5.5.13	How adequate and realistic is the Proposer's plan to provide employment/transition services to inmates including job placement, job retention, job changes and/or advancement? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
3.13 5.5.14	How extensive is the Proposer's approach to the delivery of additional service requirements, including but not limited to: Tobacco cessation classes, employment skills development, family counseling, 12 Step/Alternative support groups, faith-based activities and a recreation/fitness program? (Omitted – 0; Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
3.13.9 5.5.15	How sufficient is the Proposer's written description of how they will provide canteen or commissary services to the inmates? Is it a realistic approach? (Omitted – 0; Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
3.12.7 5.5.16	How comprehensive is the Proposer's approach to providing a quality assurance program which ensures the use of a continuous quality improvement processes and evidenced based practices? (Omitted – 0; Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
3.12.8 5.5.17	How adequate is the Proposer's plan for clinical supervision including how the minimum requirements will be met? (Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.15.1.1 5.5.18	How comprehensive is the Proposer's description of how they will provide meals and how realistic is the plan and approach in including TC jobs in the kitchen? Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.15.1.2 3.15.1.3 3.15.1.7 3.15.1.10 3.15.1.11 5.5.19 5.5.20 5.5.23 5.5.25 5.5.26	How thorough is the Proposer's approach to meeting the requirements of posting of rules, inmate property, inmates supervising inmates, off-site activities, fund raising by inmates, inmate mail, and telephone use? (Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.15.1.5 3.15.1.6 3.15.2.5 5.5.22	How thorough and realistic is the Proposer's description of how furloughs will be issued and monitored, how furlough sponsors will be obtained and how furloughs will be incorporated into the treatment regime? (Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	15	
3.15.1.9 5.5.24	How adequate is the Proposer's plan to implement a Visitors' Procedure in accordance with Department guidelines and does it provide activities that will be available for children and family interaction during visitation? Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.15.1.13 3.15.1.14 3.15.1.15 5.5.27	How comprehensive is the Proposer's plan to handle inmate releases, including gratuities/transportation cost, inmate termination from SATREC and inmate deaths? Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	

3.15.2.1 3.15.2.2 3.15.2.3 3.15.2.4 3.15.2.6 5.5.28 5.5.29	How adequate is the Proposer's approach to addressing and understanding how searches will be conducted, documented and how contraband will be handled, including the Proposer's procedures for inmate movement, count and escapes? Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional-15)	15	
3.17.2.7 5.5.30	How adequately does the Proposer's plan show its ability to provide adequate and appropriate security equipment, training of staff in usage of equipment and when and how it should be used and the proper control and inventory of equipment? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
3.17.2.8 5.5.31	How adequate is the Proposer's plan regarding the reporting of incident reports, including how they are handled, timeframes involved, who reports are made to and what is reportable? Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.15.3 5.5.32	How adequate and clear is the Proposer's understanding of, and the capability to manage inmate trust fund accounts and requirements for such? Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.15.3.6 3.15.3.7 5.5.33	How adequate is the Proposer's plan to assist the inmate in developing Section III, Budget Plan, a subsection of the Personalized Program Plan including the different types of deductions that may be required? Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.15.4 5.5.34	How adequate and detailed is the Proposer's understanding of their responsibilities for providing health care services and medication management? Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.16.6 5.5.35	How adequate is the Proposer's description and understanding of how they will implement and utilize work detail and community public service guidelines in the treatment process? Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.17 5.5.36	How adequate and detailed is the Proposer's description of their responsibility protocol ensuring that all inmates assigned to work release wear electronic monitoring anklets? (Omitted – 0; Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
3.18 5.5.37	How adequate is the Proposer's plan regarding their responsibility for transportation of inmates, including any costs, and how they will accomplish these responsibilities? (Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.19 5.5.38	How sufficient is the Proposer's approach for providing the limited classification services, including coordination with the Department's parent institution, regarding Inmate Requests, Inmate Grievances, Disciplinary Reporting, Release Plans, and Gain time? (Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	
3.22 5.5.39	How detailed is the Proposer's understanding of the rules staff must abide by and is there a plan of how staff will be oriented to these requirements? (Omitted – 0; Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	
3.23 5.5.40	How does the Proposer provide evidence of a comprehensive understanding of the program records, clinical files and documentation that must be kept and how confidentiality of clinical records will be maintained? (Omitted – 0; Poor – 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)	10	

3.24 5.5.41	How comprehensive is the Proposer's approach to meeting all reporting requirements and the methodology for complying with each of these requirements. (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
3. 26 3. 27 5.5.42	How thorough and realistic is the Proposer's approach to monitoring progress in meeting the performance measures and understanding the consequences of liquidated damages in the event that the performance measures cannot be met? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
5.5.43	How adequate is the Proposer's timeline for the implementation of operations for the facility and services, including construction or leasing (if applicable), required public hearings, zoning and licensing as appropriate and any other tasks that are required before the final site inspection? (Omitted – 0; Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
5.5.44	How beneficial to the program are the value added services or items that the Proposer is offering the Department in addition to the minimum service requirements and specifications of the RFP? (Omitted – 0; Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	

**ATTACHMENT 6 – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
DC RFP-13-008**

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

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

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

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

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

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

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

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

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

1. **Definitions**

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

2. **Confidentiality Requirements**

A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.

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

- (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;

- (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.

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

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

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

Such report shall notify the Department of:

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

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

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

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
 - 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.
 - 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.
 - 4) Identify what has been or will be done to mitigate the effects of the Breach; and
 - 5) Provide any other information, including further written reports, as the Department may request.
- E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).
- F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.
- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

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

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.
- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.
- C. **Effect of Termination**
 - (1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.
 - (2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

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

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

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

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

ATTACHMENT 7 - FINANCIAL AND COMPLIANCE AUDITS
Special Audit Requirements

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

1. In the event that the Contractor expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Contract indicates State financial assistance awarded through the Department of Corrections by this Contract. In determining the State

financial assistance expended in its fiscal year, the Contractor shall consider all sources of State financial assistance, including State financial assistance received from the Department of Corrections, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Contractor expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Contractor expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the Contractor's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Contractor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/index.aspx> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Department of Financial Services' Website <http://www.fldfs.com/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

REPORT SUBMISSION

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

A. The Department of Corrections at the following addresses:

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

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

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

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

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

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

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

- A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	(name)	Bureau of Contract Management & Monitoring
Florida Dept. of Corrections	Florida Dept. of Corrections	Florida Dept. of Corrections
2601 Blair Stone Road	501 S. Calhoun Street	501 S. Calhoun Street
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

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

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

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

RECORD RETENTION

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

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EXHIBIT – 1

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

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

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

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

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

*** This amount is an estimate of the funding amount and subject to change; reference Section III, Compensation of this Contract.**

PRICE INFORMATION SHEET
DC RFP-13-008

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

Row	Column 1	Column 2 Unit Price		Column 3 Weight		*Column 4 Total Weighted Price
1	PER DIEM RATE PER BED FOR WORK RELEASE COMPONENT BED (65 BEDS) (UNIT PRICE):		X	43%	=	
2	PER DIEM RATE PER SUBSTANCE ABUSE TRANSITIONAL COMPONENT PROGRAM BED (85 BEDS) (UNIT PRICE)		X	57%	=	
3	*TOTAL WEIGHTED PRICE BID					

*Used for award purposes only. Unit Prices will prevail.

Per Diem cost is inclusive of all services as outlined in this RFP.

The following information will not be utilized for price point calculations.

4.	Name of Proposer's Organization	
5.	Geographic Area (County, City, etc)	
6.	Street Address (Location) of Proposed Facility	
7.	Nearest Parent Institution	
8.	Distance from the Parent Institution	

NAME OF PROPOSER'S ORGANIZATION

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE