



FLORIDA DEPARTMENT OF CORRECTIONS

Office of Administration

INVITATION TO NEGOTIATE (ITN)

FOR

IN-PRISON SUBSTANCE ABUSE TREATMENT SERVICES

FDC ITN-17-112

RELEASED ON
September 21, 2016

By the:

Florida Department of Corrections
Office of Administration
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TIMELINE
FDC ITN-17-112

EVENT	DUE DATE	LOCATION
Release of ITN	September 21, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Mandatory Pre-Bid Conference and Site Visits	October 18 - November 9, 2016	See Section 4.17 for a complete listing of these <u>mandatory</u> site visits.
Questions Due	November 16, 2016 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Support Services Email: purchasing@mail.dc.state.fl.us <i>(reference solicitation number in subject line)</i>
Anticipated Posting of Answers to Submitted Questions	December 19, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	January 9, 2016 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Support Services 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	January 16, 2017	Florida Department of Corrections Bureau of Support Services 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated posting of Respondents initially invited for Negotiations	February 13, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Negotiations	February-March 2017	Florida Department of Corrections Bureau of Support Services 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	April 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1 – DEFINITIONS

The terms used in this Invitation to Negotiate (ITN), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. **Access**: The establishment of a means by which services are made available to inmates. Unimpeded access will be provided 24 hours a day, 7 days a week.
2. **Aftercare**: A 2-6 month follow-up program for inmates who have completed treatment for a substance use disorder. Groups meet twice weekly with an individual session held monthly, at minimum. The counselor to client ratio will not exceed 1:50. The program shall be licensed in accordance with Chapter 65D-30, Florida Administrative Code (F.A.C.)
3. **American Correctional Association (ACA)**: An international accreditation entity that establishes national standards for, and conducts audits of, correctional programs to assess their administration, management, facility operations and services, inmate programs, staff training, medical services, sanitation, use of segregation and detention, incidents of violence, crowding, inmate activity levels, and provision of basic services which may impact the life, safety, and health of inmates, as well as staff.
4. **Breach of Contract**: A failure of the Vendor(s) to perform in accordance with the terms and conditions of the Contract, which may result from this ITN.
5. **Business Hours**: 8:00 a.m. to 5:00 p.m., Eastern Time (ET), excluding weekends and State holidays. For services provided at an institution in the Central Time Zone, business hours will be considered 7:00 a.m. to 4:00 p.m., Central Time.
6. **Restrictive Housing**: The confinement of an inmate apart from the general population, for reasons of security, or to maintain the order and effective management of the institution, where the inmate, through their own behavior, has demonstrated an inability to live in general population without abusing the rights and privileges of others.
7. **Close Custody**: A custody status wherein the inmate is restricted to inside a secure perimeter, and is under close supervision. Any inmate in this custody who leaves the secure perimeter will be in restraints, and/or under armed supervision.
8. **Close Management**: A sub-set of the Close Custody population. Close Management is the confinement of an inmate apart from the general population, for reasons of security, or to maintain the order and effective management of the institution, where the inmate, through their own behavior, has demonstrated an inability to live in general population without abusing the rights and privileges of others.

9. **Contract:** The agreement which results from this ITN, between the awarded Vendor and the Department.
10. **Contract Compliance Monitoring:** A comprehensive evaluation, conducted on an ongoing basis, by the Department's Contract Manager, or designee, used to document the Vendor's compliance with the terms of the Contract (both administrative and clinical), and to evaluate overall Vendor performance.
11. **Contract Non-Compliance:** Failure to meet, or comply with, any requirement, deliverable, performance measure, or term of the resultant Contract.
12. **Contract Services:** Those services provided by a private Vendor, on behalf of the Department, as described in this ITN, and pursuant to an executed Contract.
13. **Corrective Action Plan (CAP):** A Vendor's comprehensive written response to any deficiencies discovered in the course of Contract or Quality Assurance monitoring, and plan for remediation of those deficiencies.
14. **Day:** Calendar day, unless otherwise stated.
15. **Department:** The Florida Department of Corrections, or FDC.
16. **Evaluation Methodology:** The process utilized by the Department to evaluate the portions of the Reply against pre-determined, established evaluation criteria to determine scores and final ranking of qualified Vendors.
17. **Evidence-Based Practices:** A program, tool, or process proven through a high level of experimental research or multiple exhaustive evaluations. These programs, tools, or processes are fundamentally based in generally accepted psychological principles.
18. **Experimental:** Research that employs a randomized control design, in which participants are randomly assigned to the group not receiving the program, tool, or process. The researcher manipulates the other variables in the study.
19. **HIPAA:** The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requiring 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 Vendor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.
20. **Individual Treatment Plan:** The substance abuse treatment plan that an inmate must follow, as written by staff, with input from the inmate.

- 21. Intensive Outpatient Substance Abuse Treatment:** A 4-6 month treatment program for individuals with a substance use disorder. Treatment duration depends on the individual clinical need of the inmate. Inmates are involved in substance abuse programming for half a day and participate in a minimum of 12 hours of counselor-supervised activities per week. These activities include group and individual counseling. The counselor to inmate ratio shall not exceed 1:25. These programs are licensed in accordance with Rule 65D-30, F.A.C.
- 22. Inmates:** All persons, male and female, residing in institutions, admitted, or committed to the care and custody of the Department. This term encompasses all persons residing in any current or new facility, including but not limited to, correctional institutions, annexes, and satellite facilities.
- 23. Institutions:** As used in this ITN, refers to the entirety of the Department's correctional institutions, annexes, road prisons, work/forestry camps, treatment centers, community release centers, re-entry centers, and other satellite facilities.
- 24. Licensure:** As used herein, refers to the statutory or regulatory authority to provide substance abuse programs to inmates.
- 25. Licensure Inspection:** An on-site inspection, conducted by the Florida Department of Children and Families, of the licensed program, and a review of the service components provided to monitor, and ensure the Vendor's level of compliance with licensure standards.
- 26. Long-term Residential Therapeutic Community:** A 9-12 month treatment program for individuals with a substance use disorder. Treatment duration depends on the individual clinical need of the inmate. This model emphasizes structure, responsibility, credibility, accountability, discipline, consistency and consequences/limit setting. The counselor to inmate ratio is 1:15. These programs are licensed in accordance with Rule 65D-30, F.A.C. as a Residential Level 2 substance abuse program.
- 27. Mandatory Responsiveness Requirements:** Terms, conditions, or requirements, which must be met by the Vendor to be considered responsive to this solicitation. Failure to meet these responsiveness requirements will cause rejection of a reply. Any reply rejected for failure to meet mandatory responsiveness requirements will not be reviewed further.
- 28. Material Deviations:** The Department has established certain requirements with respect to replies submitted. The use of shall, must, or will (except to indicate the future) in this ITN indicates a requirement, or condition, which may not be waived by the Department, except where the deviation is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with the ITN's requirements, provides an advantage to one Vendor over other Vendors, has a potentially significant effect on the quality or quantity of services sought, or on the cost to the

Department. Material deviations cannot be waived, and shall be the basis for determining a reply non-responsive.

- 29. Minor Irregularity:** A variation from the ITN terms and conditions, not affecting the price or not giving the Vendor an advantage or benefit not enjoyed by the other Vendors; does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a reply.
- 30. Multidisciplinary Team:** A case management process consisting of a team of individuals including the inmate, vendor, and Department staff, who participate in the development of a comprehensive case management plan.
- 31. Offender Based Information System (OBIS):** The Offender Based Information System, which is the Department's official record keeping system for information regarding inmates.
- 32. Outpatient Substance Abuse Treatment:** A 4-6 month treatment program for individuals with a substance use disorder. Program duration depends on the clinical need of the inmate. Services consist of one 60 to 90 minute process group two times per week, for minimum of four months, and one 45-minute individual counseling session per month. Additional individual/group counseling sessions may be scheduled if clinically warranted. The counselor to inmate ratio will not exceed 1:50. Outpatient services can be a step-down program for the more intensive Residential Therapeutic Community or an initial program for those whose time is limited for pre-release services while still incarcerated in order to have the best opportunity of successful reintegration in the community. These programs shall be licensed in accordance with Rule 65-D-30, F.A.C.
- 33. Prevention Services:** A 3-6 month program depending on the needs of the inmate. Prevention services shall be evidence-based and shall include, but are not limited to, Thinking for a Change, Addiction Education, Anger Management, Domestic Violence, Victim Impact, Family Reunification/Parenting, Motivation to Change, Budgeting, Batterer Intervention, and Within My Reach. These programs are licensed in accordance with Chapter 65D-30, F.A.C.
- 34. Prison Rape Elimination Act (PREA):** Where used herein, refers to Part 115 of Title 28 of the Code of Federal Regulations (C.F.R.), National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
- 35. Probationary License:** As used herein, refers to the license issued by the Department of Children and Families for a new substance abuse treatment program, or for a new program component pending addition to an existing license. A probationary license is valid for 90

days after the date of issuance, but may be re-issued by the Department of Children and Families for one additional 90-day period.

36. **Quality Assurance Program:** A formal method of evaluating the quality of care rendered by a provider and used to promote and maintain an efficient and effective service delivery. Quality assurance includes the use of a quality improvement processes to prevent problems from occurring so that corrective efforts are not required.
37. **Regional Office:** The Office responsible for management of certain institutions and facilities located within each of the four geographical regions of the Department.
38. **Responsible Vendor:** A Vendor who has the capability, in all respects, to fully perform the Contract requirements, and the integrity and reliability to assure good faith performance.
39. **Responsive Reply:** A reply, submitted by a responsible Vendor, which conforms to all material aspects of the solicitation.
40. **Social-Learning Theory:** Theory that learning is a cognitive process that takes place in a social context and can occur purely through observation or direct instruction, even in the absence of motor reproduction or direct reinforcement.
41. **Subcontract:** An agreement, entered into by the Vendor, with any other person or organization, in which that person or organization agrees to perform any obligation, or requirement, on behalf of the Vendor, as specifically related to the terms of the Contract resulting from this ITN. All Subcontracts must be pre-approved by the Department.
42. **Successful Vendor/Contractor:** A legally qualified corporation, partnership, or other entity, that will be performing as the Vendor under any Contract resulting from this ITN.
43. **Value-Added Services:** Additional services that the Vendor may offer to provide to the Department in addition to providing services which meet the minimum services requirements and specifications of this ITN. These are offered at no additional cost to the Department.
44. **Vendor/Respondent:** A legally qualified corporation, partnership, person, or other entity, submitting a Reply to the Department, in response to this ITN.

SECTION 2 – INTRODUCTION

2.1 Background

Pursuant to Chapter 945, F.S., the FDC is responsible for the supervisory and protective care, custody, and control of all inmates. As of June 30, 2016, the Department had a total inmate population of 99,119 with 62% (61,454) of those inmates in need of treatment for a substance use disorder. 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, work/forestry camps, treatment centers, and community release centers.

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

2.2 Statement of Purpose

The Department is requesting Replies from qualified Vendors who have experience in the provision of licensed treatment services for individuals with substance use disorders in a criminal justice setting. The Department is seeking a Vendor to provide licensed substance abuse treatment services to inmates incarcerated by the Department in each of its four regions.

The Department intends to award four regional Contracts but reserves the right to award the ITN to one vendor statewide or to vendors for multiple regions.

The Vendor shall provide licensed substance abuse program services that meet or exceed the minimum service requirements outlined in this solicitation. Inmates shall be screened and assessed by the Department for placement into the Vendor's program. The Department shall work in partnership with the Vendor to coordinate the placement of program participants into each program type. For the purposes of this solicitation, the service types described below may be operational alone or in combination, in accordance with Section 3 – Scope of Work. The Department shall maintain discretion for placement of program participants into each treatment type, and will provide management, housing, care (including medical), and security for program participants. In addition, the Department will provide assistance with educational/vocational training to inmates.

1. Service Types

For the purposes of this solicitation, institutional substance abuse services are separated into five distinct service types, as outlined below. These service types

are designed to address program participants' individually assessed needs. All Vendors must be licensed to provide substance abuse services in accordance with Rule 65D-30, F.A.C., and any subsequent revisions thereto.

- a. Prevention Services: The Vendor shall provide licensed prevention services to inmates based on an inmate's individualized needs assessment. Prevention services shall be evidence-based and shall include curricula such as, but not limited to, Thinking for a Change, Addiction Education, Anger Management, Domestic Violence, Victim Impact, Family Reunification/Parenting, Motivation to Change, Money Smart for Adults, Batterer Intervention, and Health/Wellness. The program will be licensed in accordance with Rule 65D-30, F.A.C.
- b. Outpatient Substance Abuse Treatment: Treatment services shall, at a minimum, consist of one 60 - 90 minute process group, two times per week, for a minimum of four months, and one 45 minute individual counseling session per month. Additional individual/group counseling sessions may be scheduled if clinically warranted. The counselor to inmate ratio will not exceed 1:50. These programs will be licensed in accordance with Rule 65-D-30, F.A.C.
- c. Intensive Outpatient Substance Abuse Treatment: Intensive outpatient services shall be provided for 4-6 months. The maximum counselor-to-program participant ratio for Intensive Outpatient Treatment is 1:25 program participants. Intensive Outpatient Treatment shall be licensed as an Intensive Outpatient Substance Abuse program.
- d. Long-term Residential Therapeutic Community: Long-term Residential Therapeutic Community services shall be provided for 9-12 months. This program shall provide intensive long-term services in a Therapeutic Community (TC) setting. The counselor-to-program participant ratio for Long-term Residential Therapeutic Community is 1:15 program participants. The Long-term Residential Therapeutic Community shall be licensed as a Residential Level 2 substance abuse program.
- e. Aftercare: Aftercare services will be delivered based on individual needs. The counselor to client ratio will not exceed 1:50. The program shall be licensed in accordance with Rule 65D-30, F.A.C.

2. Additional Services

In addition to the above service types, the Vendor shall provide motivation/readiness classes for program participants awaiting admission to Outpatient, Intensive Outpatient, or Residential Therapeutic Community services, and shall provide an alumni support group for program participants who have completed treatment services.

The Vendor shall ensure that all treatment program services, including program curricula, meet or exceed the needs of any specialized population to which services are being provided (i.e., female program participants, program participants designated as "close management", program participants designated

as “youthful program participants”, or program participants with co-occurring disorders) and are evidence-based.

The Vendor shall provide recovery and support group activities, including support groups, both for substance abuse program participants in each service type and for designated program participants in the institution’s/facility’s general population.

The Department shall maintain discretion over, and shall be responsible for, the placement of inmates in the substance abuse services. The Department will work in partnership with the Vendor to coordinate placement of inmates into the Program.

2.3 Procurement Overview

The Department is requesting competitive, sealed Replies, from responsible Vendors, in order to establish a multi-year Contract for the provision of licensed substance abuse treatment services to inmates in the Department’s care. The Department is interested in considering value-added services that would be beneficial to, or will otherwise complement, the services required by this ITN.

The process for evaluating and selecting a Vendor will consist of two phases. The first phase involves evaluation of the Replies to the ITN, which will result in the selection of Vendors to proceed to the negotiation phase. In the second phase, Vendors will be asked to provide a presentation of their Reply. This phase also includes negotiation of a final statement of work, pricing, and terms and conditions of the final Contract. The negotiation phase culminates in one or more of the Vendors receiving a request from the Department, to submit a best and final offer (BAFO), which must include: (1) a revised statement of work; (2) a final Contract draft; and (3) a final cost and compensation model. The Department intends to award one Contract per Region; however, we reserve the right to award the ITN to one vendor statewide or to vendors for multiple regions. Vendors should submit a separate Reply for each Region, even if competing for multiple regions.

2.4 FDC Goals

The Department is looking to not only continue providing, at minimum, the levels of care required by law and rule, but also to achieve strategic improvements in the areas of licensed substance abuse treatment services for inmates in the Department’s care.

Overall goals for the Department include:

- Providing the appropriate targeted level of substance abuse services to each inmate with an identified need.
- A reduction in the substance abuse within the inmate population.
- An increase in treatment engagement among clients enrolled in services.
- A reduction in anti-social thinking among the participants enrolled in services.
- A reduction in anti-social behavior among the participant enrolled in services.

The intent of this procurement is to contract with a Vendor who will assist the Department in meeting these goals.

2.4.1 Specific Goals of this ITN

- Establish a Contract, with transparency of service costs and better alignment of costs with services.
- Establish a Contract that allows the Vendor to bring market expertise, and an ability to shape strategy, to lower the cost of substance abuse treatment services.
- Ensure a smooth transition/continuation of services from the current Contract(s) to a new Contract without disruption.
- Contract with a Vendor that applies clinical and operational expertise to ensure a smooth continuation of services with minimal risk.
- Ensure cost effective pricing throughout the entire term of the Contract.
- Establish a collaborative relationship with the prospective Vendor, which will maximize the extent to which the Department can achieve the objectives of this ITN.

2.5 Transition and Service Implementation

The Vendor must have the ability to implement service delivery, as described herein, on a date agreed upon by both the Vendor and the Department. As part of its Reply to this ITN, each Vendor must provide an Overall Regional Implementation Plan, including a timeline for transition at each institution, and a detailed description of the transition plan for delivery of in-prison substance abuse treatment services.

The Overall Regional Implementation Plan, which includes a list of all major transition activities, with responsible parties and timelines, must be submitted at least 30 calendar days prior to the transition begin date. The plan shall include provisions for: oversight of program management and clinical functions; human resources; quality management; financial management; reporting; licenses and permits; equipment and supplies; information technology; and target transition dates for each institution and associated satellite facilities covered by this ITN.

In addition, the Vendor shall:

- Meet with the Department, within three days of Contract execution, to present a Final Transition Plan, in order to ensure an efficient and seamless transition from the current Vendors. This plan should be of greater detail than the Overall Regional Implementation Plan.
- Provide regular reports to the Department, not less than weekly, on the status of filling positions and the transition, in general.
- Submit the Final Transition Plan to the Department for approval within 15 days of Contract execution. The Final Transition Plan shall be designed to provide seamless transition, with minimal interruption of substance abuse treatment to

inmates. Final transition at each institution shall be coordinated between the Vendor and the Department.

- Commence provision of substance abuse treatment services to the Department's inmates, consistent with the approved Overall Regional Implementation Plan and Final Transition Plan Schedule.
- Assume full responsibility for substance abuse treatment services within 90 days of Contract execution, or on a date agreed upon in writing between the Vendor and the Department.

During the transition period, the Department will provide access to all records, files, and documents necessary for the provision of substance abuse treatment services, including but not limited to inmate records and financial reports.

The Department reserves the right to revise the timeline, Overall Regional Implementation Plan, and/or cancel this ITN, as it deems necessary, in its best interest, or in the best interest of the State.

2.6 Term of Contract

It is anticipated that the initial term of any Contract(s) resulting from this ITN shall be five years. Additionally, the Department may renew the Contract for up to five years, or portions thereof. Any renewal shall be contingent, at a minimum, upon satisfactory performance by the Vendor, as determined by the Department, and will be subject to the availability of funds. If the Department desires to renew the Contract resulting from this ITN, it will provide written notice to the Vendor no later than 120 days prior to the Contract expiration date.

2.7 Pricing Methodology

The Department is seeking pricing that will provide the best value to the State; therefore, interested Vendors must submit a Cost Reply, utilizing the Price Information Sheet, Attachment III. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most cost effective and innovative solution for services and resources, as cost efficiency for the State will be a consideration in determining best value. Vendors must provide the Cost Reply in accordance with the instructions in Sections 4.8 and 4.9.

The awarded Vendor(s) shall be compensated at a fixed price, per staff position for substance abuse services provided. The Department will pay the Vendor by position, for the number of approved Vendor staff positions on an hourly basis, for the provision of substance abuse services, as established in Attachment III, Price Information Sheet.

SECTION 3 – SCOPE OF WORK

The Vendor shall provide licensed in-prison treatment services for individuals with substance use disorders that meet or exceed the minimum service requirements outlined in this solicitation. Inmates shall be screened and assessed by the Department for placement into the Vendor's program.

3.1 General Description of Services

The Department seeks to continue delivery of licensed substance abuse treatment services to our correctional population, in a cost effective manner. The provision of services is provided at state-operated correctional institutions. The objective of this ITN is to solicit information from qualified Vendors, who can manage and operate a substance abuse treatment service for the Department, in a cost-effective manner, by delivering required services that meet institutional and community standards.

Vendors must provide services in accordance with 65D-30, F.A.C., prevailing professional practice standards and guidelines, and State and Federal statutes. The Vendor's performance must meet or exceed standards established by 65D-30, F.A.C. as they currently exist and/or may be amended.

Department policy, procedure, or directive language will take precedence over the Vendor's policies and procedures in the event of any conflict between the two.

3.2 Overview of Services

It is the intent of the Department to acquire complete and operational services for the population we serve. Any incidental service, omitted from these specifications, may be provided as a part of the Vendor's price in order to deliver a quality, working program that is in compliance with the specifications of this ITN. The Vendor's services, training curriculum, staff, and supplies must be fully identified, described, and documented within the Vendor's Reply. All staff, supplies, equipment, and other required components of this ITN will be included in the submitted price.

There are seven primary components that make up the current services:

- General Program Requirements
- Prevention Services
- Outpatient Substance Abuse Treatment
- Intensive Outpatient Substance Abuse Treatment
- Long-term Residential Community
- Aftercare
- Additional Services and Other Requirements

These components are discussed in greater detail in Section 3.4 below.

The Vendor shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s).

3.3 Service Locations and Service Times

3.3.1 Institution and Facility Locations: The facilities to be included under this Contract include all currently operating institutions and allied facilities, as indicated in Section 3.9, Program Locations and Attachment II, Institutions and Satellite Facilities.

3.3.2 Addition or Delete Institutions/Facilities for Services: The Department reserves the right to add or delete institutions and/or facilities that receive, or require, services under the Contract, upon no less than 60 days written notice. Such additions or deletions may be accomplished by letter, and do not require a Contract amendment, unless they significantly increase the scope of services required.

3.3.3 Service Times: The Vendor shall ensure access to services, as required, within Section 3, Scope of Work, 24 hours per day, 7 days per week, and 365 days per year.

3.4 Service Areas

3.4.1 General Program Requirements

A. Description

The Vendor will be responsible for overall program management for the provision of licensed in-prison substance abuse treatment services. This includes the following areas of responsibility:

- a) Deliverables – Ensure delivery of all Contract deliverables, as defined in Section 3.4.
- b) Presentations – Create, maintain, and deliver presentations on the in-prison substance abuse treatment, and its operational performance.
- c) Impact Analyses – Perform and present impact analyses on how potential rule, or statute changes may impact services, costs and success.
- d) Analytics – Compile, maintain, and produce statistical information, related to in-prison substance abuse treatment services, which the Department can use to make changes, and improvements, in the delivery of said services.
- e) Contract Compliance – Monitor Contract responsibilities and performance, ensure compliance, and report metrics, including areas for improvement, on a monthly basis.

- f) Service Function Oversight and Success – Provide oversight of each of the following service functions:
- Prevention Services
 - Outpatient Substance Abuse Treatment
 - Intensive Outpatient Substance Abuse Treatment
 - Long-term Residential Therapeutic Community
 - Aftercare
 - Additional Services

Oversight includes:

- Resource Planning
- Risk and Issue Management
- Change Control
- Budget Control
- Quality Assurance

B. How Service is Provided Today

Program management is performed today by multiple Vendors that coordinate the delivery of licensed in-prison substance abuse treatment services.

- Presently, an inmate that needs substance abuse treatment is sent to a facility that has a program and a vacant bed. The level of service needed by the inmate is not a factor in the transfer decision.
- Currently, most in-prison treatment (secure location) programs provide one level of service. This is problematic for the reason stated above – inmates are transferred for program participation based on space available, not level of service needed by the inmate. Often an inmate may end up in a program that does not meet his/her level of need(s).
- Most in-prison treatment programs (secure locations) do not provide licensed aftercare.
- There is a mixture of both secure and community-based in-prison treatment programs available to inmates.
- Most of the current in-prison treatment programs do not include programming designed to meet all assessed criminogenic needs on an individual basis.
- There are not enough seats available for all inmates who need treatment.

The Department oversees the delivery of services, provides technical assistance to the Vendors, and handles statewide functions such as

policy development, grievance appeals, review of denied services, clinical-legal correspondence, and contract management and monitoring.

C. General Program Service Area

- Each program site will offer varying levels of treatment, and inmates will be assigned to services based on their identified level of need, as determined by the Department’s initial screening and assessment by the Vendor upon presentation for services.
- By having varying levels of services, inmates will be able to receive the appropriate level of care, as required, and the Department will be able to increase its treatment beds.
- Services will include licensed treatment, targeted programming that addresses individual criminogenic needs, and support groups.
- Licensed treatment will include: prevention, outpatient, intensive outpatient, residential and aftercare.

General Program Requirements (GPR)	
No.	Requirement
GPR-001	<p>The Vendor shall provide all services in accordance with Federal and State laws, rules and regulations, and the Department’s rules and procedures. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of the resultant Contract. The Vendor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such rules and regulations. Any changes in the Scope of Service required to ensure continued compliance with State and Federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, will be made in accordance with Section 5.24, Contract Modifications.</p> <p>The Vendor shall ensure that all of the Vendor’s staff providing services under the resulting Contract comply with prevailing ethical and professional standards, as well as the statutes, rules, procedures and regulations mentioned above.</p> <p>Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of this Contract term, the updated version will take precedence.</p>
GPR-002	The Vendor shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.
GPR-003	The Vendor shall comply with the Health Insurance Portability and Accountability Act of 1996.
GPR-004	The Vendor shall maintain confidentiality with reference to individual inmates receiving services in accordance with applicable local, State, and Federal laws, rules and regulations. The Department and Vendor shall agree that all information and records

General Program Requirements (GPR)

	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.
GPR-005	The Vendor shall have at least three years of business/corporate experience, within the last five years, in the provision of licensed substance abuse treatment services in a criminal justice setting.
GPR-006	The Vendor shall provide evidenced-based programs that have the objective of reducing recidivism by assuring the reintegration of the inmates back into society upon release from incarceration. Such services shall be in accordance with Department policy and procedure and certified by the appropriate governing agency.
GPR-007	The Vendor shall provide substance abuse program services to all inmates that are admitted to the program.
GPR-008	The Vendor shall provide licensed substance abuse treatment program services in accordance with Chapter 397, F.S., and Rule 65D-30, F.A.C., that meet or exceed the requirements as outlined herein, 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.
GPR-009	The Vendor shall pay for all costs associated with local, State and Federal licenses, permits and inspection fees required to provide services. All required permits, zoning and licenses shall be current, maintained on-site, and a copy of such shall be submitted to the Department's Contract Manager, or designee, upon request.
GPR-010	The Vendor shall prepare and submit a detailed daily schedule(s) overview, including but not limited to Vendor requested changes, the addition of programs, etc. The schedule shall reflect all inmate activities for the required time period based on program type, and be forwarded to the Quality Assurance Coordinator and 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.
GPR-011	The Vendor shall be responsible for providing and regularly updating all program materials, including Department-approved curriculum, audiovisual materials, workbooks, and other materials (copy paper, inmate writing tablets, pens, pencils, pocket portfolios, six part inmate files, file labels, etc.). This shall include materials for inmates with exceptional educational or disability needs.
GPR-012	Each Vendor shall maintain at least one administrative office in the State of Florida and sufficient administrative staff to manage operations within the awarded region in Florida. The administrative staff shall have the ability to travel, meet, and work directly with the Department's Contract Manager, Local Contract Coordinator, Quality Assurance Manager and Local Quality Assurance Manager.
GPR-013	The Vendor shall be responsible for providing all office supplies, program staff office supplies, postage, printers, printer cartridges and mailing supplies required to carry out the provisions of the Contract.
GPR-014	The Vendor shall ensure that staff attend all Department mandated meetings and training. The Department will provide and the Vendor shall require all employees to

General Program Requirements (GPR)

	complete the mandatory in-service training for institutional non-certified staff as outlined in the Department's Master Training Plan. The Vendor shall be responsible for all expenses incurred for sending staff to training events including transportation, meals and per diem expenses.
GPR-015	The Vendor shall be responsible for First-Aid and CPR training, and any additional follow-up expenses for the Vendor's staff. The Vendor's staff must provide documentation of certification to the Environmental Health and Safety Officer of the applicable institution.
GPR-016	The Vendor 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 the program.
GPR-017	The Vendor's Clinical Supervisor is responsible for ensuring that all clinical files are complete and current, 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 Vendor 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 Vendor current information from OBIS in either hard copy format or by allowing electronic access. The Local Contract Coordinator will coordinate electronic access.
GPR-018	The Vendor 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, F.S. Rule 65D-30, F.A.C. and Department Procedures/Manuals, including updates. A clinical file shall be established for every inmate enrolled in the program. In addition, the Vendor shall comply with all rules established by the Department concerning record keeping, including the sole use of Department-approved program forms. All files shall be maintained in a locked file cabinet.
GPR-019	Each inmate shall be expected to arrive on time at all program activities. Inmates failing to arrive on time will not be admitted or given credit for the activity. In the event an inmate is late or absent from a scheduled program activity and the inmate's whereabouts cannot be immediately determined by Vendor staff, the Vendor staff shall immediately notify institutional security staff.
GPR-020	The Vendor shall have a formal quality assurance/quality control program that demonstrates that internal review and quality control processes are in place. A Quality Control Report reflecting the results of internal review and quality control processes shall be submitted on a semi-annual basis to the Department's Contract Monitor with a copy to the Department's Contract Manager or designee.
GPR-021	The Vendor shall ensure that each inmate signs the appropriate Release of Information forms so that authorized Department staff have access to required inmate information. In order to release information to employers or service providers, a release of information shall be obtained from the inmate utilizing Department Form DC4-711B. The Vendor shall adhere to Rule 33-601.901, F.A.C., Confidentiality of Records.

General Program Requirements (GPR)

GPR-022	The Vendor shall provide readiness and transition programming services to inmates. The Department places a high priority on programs using innovative approaches providing evidence-based transition services to inmates in a manner that is consistent with the research on effective correctional treatment programs. Where applicable, the FDC-approved curriculum shall be used or an equivalent approved by the Department.
GPR-023	The Vendor is required to utilize and apply Texas Christian University “Client Evaluation of Self and Treatment (CEST) form – Treatment Engagement (ENGFORM), of Psychological Functioning (PSYFORM), Social Functioning (SOCFORM), Mental Trauma and PTSD (TRMAFORM), Criminal Thinking (CTSFORM), Treatment Needs and Motivation (MOTFORM). Cost of CEST forms and the analysis and reporting of the data is the responsibility of the Vendor.
GPR-024	The Vendor will be required to execute a HIPAA Business Associate Agreement and comply with all provisions of State and Federal law regarding confidentiality of patient information, see Attachment IX, Business Associate Agreement for HIPAA.
GPR-025	<p>The Vendor 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 ITN, 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.</p> <p>The Vendor agrees to include all record-keeping requirements in all subcontracts and assignments related to any Contract resulting from this ITN.</p>
GPR-026	The Vendor and the Department shall mutually agree upon selected curricula and the Vendor shall ensure that all therapeutic services are consistent with research-based principles of effective criminogenic interventions.
GPR-027	Programs shall be cognitive-behavioral in nature, which includes taking a strengths-based perspective and using positive reinforcement contingencies for pro-social behavior.
GPR-028	Program shall incorporate social-learning theory and practices.
GPR-029	<p>Program shall target substance use disorders as well as a wide range of inmate criminogenic attributes, including, but not limited to:</p> <ul style="list-style-type: none"> • Criminal thinking values, beliefs and cognitive emotional states; • Anti-social behavior; • Criminal associates; • Family/Marital • Family dysfunction, such as criminality, psychological problems, abuse and neglect; and • Rage, anger, defiance, and criminal identity.

General Program Requirements (GPR)

GPR-030	<p>The Vendor shall design and provide program services in a manner that is sensitive to each inmate’s unique characteristics, issues, and needs. This includes assessing:</p> <ul style="list-style-type: none"> • Level of an inmate’s motivation for change; • Stages of change; • Functional capacity to participate in the standard programming; • Severity of substance use disorder; • Cognitive abilities; • Learning style; and • Trauma informed care. 												
GPR-031	<p>The Vendor shall develop individualized treatment plans and provide services which address the criminogenic needs of program participants.</p>												
GPR-032	<p>The Vendor shall submit a written staffing schedule and a written “back-up” staffing plan for filling staff absences and vacancies from work for each program site to the Local Contract Coordinator for approval, prior to program start-up or within 15 business days of Contract execution for existing programs. Failure to maintain the required Vendor staffing levels at all times during the course of the Contract shall be considered a breach thereof which may result in Contract termination.</p>												
GPR-033	<p>The Vendor shall ensure that all qualified staff, including Program Directors/Clinical Supervisors are utilized to provide services to program participants in accordance with allowable counselor-to-program participant staffing ratios.</p>												
GPR-034	<p>When interviewing candidates for permanent employment to occupy vacant staff positions under this Contract, the Vendor shall coordinate with the Local Contract Coordinator to ensure that a Department representative is given the opportunity to attend such interviews. The Department retains the right to reject placement of any Vendor’s staff proposed for hire where such employment under this Contract may adversely affect the Department. The Department is under no obligation to advise the vendor of the specific reason for rejection.</p>												
GPR-035	<p>The Vendor shall provide the following positions:</p> <p>Clinical Supervisor/Qualified Professional: A minimum one position per program. 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.</p> <p>Counselors: A minimum number of positions as deemed necessary to maintain clinical staff levels as authorized by the Department.</p> <table border="1" data-bbox="431 1600 1279 1843"> <thead> <tr> <th>Program Type</th> <th>Counselor to Client Ratio Shall Not Exceed</th> </tr> </thead> <tbody> <tr> <td>Prevention</td> <td>1:75</td> </tr> <tr> <td>Outpatient</td> <td>1:50</td> </tr> <tr> <td>Intensive Outpatient</td> <td>1:25</td> </tr> <tr> <td>Residential Therapeutic Community</td> <td>1:15</td> </tr> <tr> <td>Aftercare</td> <td>1:50</td> </tr> </tbody> </table>	Program Type	Counselor to Client Ratio Shall Not Exceed	Prevention	1:75	Outpatient	1:50	Intensive Outpatient	1:25	Residential Therapeutic Community	1:15	Aftercare	1:50
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General Program Requirements (GPR)

	<p>Clinical Support: A minimum number of one position per 68 clients in a Residential Therapeutic Community.</p> <p>Prevention Specialist: A minimum of one position per 50 Prevention clients.</p> <p>Clerical: A minimum of one Clerical position per 85 clients.</p> <p>In addition, the Vendor may establish any other additional positions deemed necessary to meet the requirements of any contract as a result of this ITN.</p>
<p>GPR-036</p>	<p>The Vendor shall employ only highly trained and qualified staff who possess the minimum qualifications outlined below for each position, inclusive of interim staff. The Vendor shall provide the Department with a copy of the staff’s resumes.</p> <p>Program Director/Clinical Supervisor</p> <p>The Vendor shall ensure that the Program Director/Clinical Supervisors designated for this project meets the standards of a “Qualified Professional”, in accordance with Chapter 397, FS. In addition, Program Directors/Clinical Supervisors in Long-term Residential Therapeutic Communities shall have either (A) Two years experience in a therapeutic community (TC) setting; or (B) Two years of management experience as a Program Director/Clinical Supervisor and successfully complete a TC experiential training prior to assuming the position as Program Director/Clinical Supervisor.</p> <p>Counselor</p> <p>The Vendor shall employ only qualified counselors who possess the following minimum qualifications:</p> <ul style="list-style-type: none"> • A Bachelor’s Degree from an accredited college or university in any of the social sciences; and six months of professional experience in chemical addiction counseling and/or mental health counseling; or • A Bachelor’s Degree from an accredited college or university in any unrelated area of study; and one year of professional experience in chemical addiction counseling and/or mental health counseling; or • A Master's Degree from an accredited college or university in any of the social sciences; and six months of professional experience in chemical addiction counseling and/or mental health counseling; or • A Master's Degree from an accredited college or university in any unrelated area of study; and one year of professional experience in chemical addiction counseling and/or mental health counseling; or • A Ph.D. from an accredited college or university in chemical addiction counseling and/or mental health counseling; or

- A Ph.D. from an accredited college or university in any unrelated area of study; and one years of professional experience in chemical addiction counseling and/or mental health counseling; or
- Certified Addictions Professional (CAP), Certified Criminal Justice Addictions Professional (CCJAP), Certified Associate Addictions Professional (CAAP), Certified Criminal Justice Associate Addictions Professional (CCJAAP); or
- An Associate's Degree from an accredited college or university and four years of professional experience in chemical addiction counseling and/or mental health counseling; or
- A High School diploma/GED and six years of professional experience in chemical addiction counseling and/or mental health counseling.

Prevention Specialist

- High School diploma or its equivalent, and minimum two years experience working in a counseling or chemical addictions field; or
- An Associate's degree or Bachelor's degree in any unrelated area of study from an accredited academic institution and one year of experience in the counseling or chemical addictions field; or
- A Bachelor's degree from an accredited academic institution in any of the social sciences and six months experience working in the counseling or chemical addictions field.

Clinical Support

- High School diploma or its equivalent, and minimum two years experience working in a counseling or chemical addiction field; or
- An Associate's degree or Bachelor's degree in any unrelated area of study from an accredited academic institution and one year experience in the counseling or chemical addictions field; or
- A Bachelor's degree from an accredited institution in any of the social sciences.

Clerical

High School Diploma or G.E.D. and minimum one year clerical work experience.

The Department may grant an education/experience waiver in extraordinary circumstances if a prospective candidate for employment possesses exceptional qualifications. In such cases, the Vendor shall submit a waiver request specifically documenting the exceptional qualifications in writing to the Local Contract Coordinator, who will forward the request to the Contract Manager for review and approval. Waiver request packets shall include the prospective employee's resume and all documentation in support of the request, including an individual training plan. The Contract Manager

General Program Requirements (GPR)

	<p>will provide a written response to each request within five business days of receipt of a complete waiver request packet. It is the position of the Department that waivers will be granted only in exceptional circumstances. Requests for waivers will not be granted for Program Director/Clinical Supervisor positions with regard to the Qualified Professional requirement.</p>
<p>GPR-037</p>	<p>The Vendor shall ensure that all required Vendor staff positions are filled for the entire scheduled 40 hour weekly working period, and that those 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 Vendor shall immediately (the same business day, but no later than the next business day) notify the Department's Contract Manager, or designee, in writing, of all unplanned staffing absences, emergencies, vacancies, terminations, resignations, or investigations resulting in administrative leave or other changes.</p>
<p>GPR-038</p>	<p>The weekly work period is defined as 40 hours per week.</p> <p>When an absence in a position in excess of 14 continuous calendar days, the Vendor shall provide a qualified interim staff member who meets the minimum qualifications for that position. If no interim member is provided, the Vendor shall prorate the bill for every hour the position remains vacant.</p> <p>Under most circumstances, temporary/interim staff may not occupy positions for longer than 30 consecutive calendar days. However, the Vendor may request that a qualified interim staff member be permitted to occupy a position for up to 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 Vendor shall submit such requests in writing, with supporting documentation, to the Department's Local Contract Coordinator for written approval. If approved, such position will not be considered vacant.</p> <p>Shifting of an approved, permanent employee to an interim staff position is prohibited.</p> <p>Any position with a permanent employee who is absent for a consecutive period of more than 80 hours shall be deemed a vacant position, unless an extended period of absence has been previously approved by the Department. The Vendor shall still be required to fill this position with a qualified full-time interim counselor.</p> <p>Absence from the work site for purposes of non-Departmental sponsored meetings/training shall be requested and approved in advance by the Department's Contract Manager or designee.</p>
<p>GPR-039</p>	<p>In addition to the above, a position is considered vacant if:</p> <ol style="list-style-type: none"> 1) The position has never been filled; 2) Staff occupying position resigns; 3) Staff occupying position is terminated; 4) Staff abandons position; or

General Program Requirements (GPR)

	<p>5) The position has been filled by an interim staff for more than 30 consecutive calendar days without written approval by the Department.</p> <p>The following applies to invoice proration for vacant staff positions:</p> <p>1) 30 days after Contract execution the Vendor shall provide the Department's Contract Manager, or designee, the base hourly rate for all positions specified in this ITN. This information shall be updated annually.</p> <p>2) The Vendor 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.</p>
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D. General Program Performance Measures

Performance Measures (PM)

No.	Description	Expectation	Measurement Duration	Amount at Risk
PM-001	Ensure that inmates remain drug-free while enrolled in substance abuse treatment programming through a review of each inmate's monthly substance abuse urinalysis results.	Achievement of outcome must meet or exceed 95%	Quarterly	One percent (1%) of the annual contract value in the month following the end of the quarter. These months are October, January, April, and July.
PM-002	Ensure that are inmates are engaged in their substance abuse treatment and programming through a review of each successful inmate's CEST assessment instrument at the beginning of programming and at program completion.	Achievement of outcome must meet or exceed 95%	Quarterly	One percent (1%) of the annual contract value in the month following the end of the quarter. These months are October, January, April, and July.
PM-003	All inmates that successfully complete substance abuse programming demonstrate a reduction in anti-social thinking through a review of each successful inmate's CEST assessment instrument at the beginning of programming and at program completion.	Achievement of outcome must meet or exceed 75%	Quarterly	One percent (1%) of the annual contract value in the month following the end of the quarter. These months are October, January, April, and July.

PM-004	All inmates that successfully complete substance abuse programming demonstrate a reduction in anti-social behavior through a review of each successful inmate's disciplinary history.	Achievement of outcome must meet or exceed 85%	Quarterly	One percent (1%) of the annual contract value in the month following the end of the quarter. These months are October, January, April, and July.
PM-005	All inmates admitted to substance abuse programming shall be successfully discharged, evidenced by a review of each inmate's admission date, discharge date, and discharge reason.	Achievement of outcome must meet or exceed 75%	Quarterly	One percent (1%) of the annual contract value in the month following the end of the quarter. These months are October, January, April, and July.
PM-006	The Vendor shall have each position filled with a permanent or interim staff person for a total of 2080 hours per contract year, evidenced through review of the required staff vacancy reports and monthly timesheets for hours worked.	Achievement of outcome must meet 90% compliance for all listed vacancies	Monthly	If the Vendor fails to meet this Performance Measure, for more than 30 continuous days, the Department will impose financial consequences beginning on the 31 st day, and for each day thereafter, in the amount of \$30.00 per business hour, until the vacancy is filled.

E. General Program Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirement(s), as applicable)
DEL-GPR-001 Overall Regional Implementation Plan	45 calendar days prior to the transition begin date	Plan that includes a list of all major transition activities, with responsible parties and timelines. The plan shall include provisions for: oversight of program management and clinical functions; human resources; setting up a provider network and ancillary services; utilization management; quality management; financial management; claims/invoice processing; reporting; licenses and permits; equipment and supplies; information technology; and target transition dates for each institution and associated satellite facilities covered by this ITN. (Section 2.5)

Deliverable	Due Date	Description (with cross-reference to Requirement(s), as applicable)
DEL-GPR-002 Draft Transition Plan	15 days from the date of Contract execution	Specific to Transition activities, developed to ensure seamless transition in the provision of substance abuse program services from the current to new Vendor. Should provide a greater level of detail than the Overall Statewide Implementation Plan (Section 2.5)
DEL-GPR-003 Final Transition Plan	Within 3 days of the date of Contract execution	Final Plan, to ensure an efficient and seamless transition from the current Vendor. (Section 2.5)
DEL-GPR-004 Staffing and Transition Updates	Weekly	Status of filled positions and the transition in general. (Section 2.5)
DEL-GPR-005 Program Materials	Quarterly	Provide and regularly update all program materials, including Department approved curriculum, audiovisual materials, workbooks, and other materials. (GPR-011)
DEL-GPR-006 Enrollment and Discharge Report	Monthly	Monthly enrollment and discharge report (PPC 41), program service plans, attendance rosters, progress notes, releases and recommendations. (GPR-018)
DEL-GPR-007 Quality Control Report	Semi-annually	Report reflecting the results of internal review and quality control processes (GPR-020)
DEL-GPR-008 Staffing Plan	15 calendar days prior to program start-up or Contract execution for existing programs	Submit written staffing schedule and a written "back-up" staffing plan for filling staff absences and vacancies from work for each program site to the Department's Local Contract Coordinator for approval. (GPR-032)

3.4.2 Prevention Services Service Area

A. Prevention Services Requirements

Prevention Services (PS) Requirements	
No.	Requirement
PS-001	The Vendor shall have the availability to provide a Level 1 Prevention Program component utilizing the prevention strategies of Information Dissemination, Education, and Alternatives to all inmates at the institution, prior to their release.
PS-002	Prevention Services shall be licensed and provided in accordance with Rule 65D-30, F.A.C. and all revisions and/or updates thereto.
PS-003	The Vendor shall have the ability to provide the activities listed in this section between the hours of 8:00 a.m. to 9:00 p.m., five days per week, Monday through Friday, in order to accommodate institutional/facility scheduling.

Prevention Services (PS) Requirements	
PS-004	The Vendor shall at a minimum provide the following program modules: <ul style="list-style-type: none"> • Family Dynamics/Reunification/Parenting • Victim Awareness • Anger Management • Thinking for a Change • Addiction Education • Budgeting/Banking Skills • Employability Skills • Trauma Skills • Health/Wellness • Batterer Intervention • Motivational Enhancement
PS-005	For each prevention class offered, an attendance roster shall be maintained and shall include the group's meeting date, beginning and ending times, group topics, the name of the person or persons conducting the group, and the names and DC#'s of inmates attending the group. Status change sheets will be submitted to the Department upon request.
PS-006	The Vendor shall develop individualized treatment plans and provide services which address the criminogenic needs of program participants.

B. Prevention Services Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirement(s), as applicable)
DEL-PS-001 Attendance Roster	Within 2 business days of request by the Department	An attendance roster shall be maintained and shall include the group's meeting date, beginning and ending times, group topics, the name of the person or persons conducting the group, and the names and DC#'s of inmates attending the group. Status change sheets will be submitted as necessary and required. (PS-005)

3.4.3 Outpatient Substance Abuse Treatment Service Area

Outpatient Substance Abuse Treatment (OST) Requirements	
No.	Requirement
OST-001	This program will be focused on changing drug-abuse and criminal behaviors of inmates with a history of substance abuse, and to develop other social skills necessary for the inmates' successful re-entry into society.
OST-002	This outpatient substance abuse counseling will, at a minimum, consist of one 60 - 90 minute process group, two times per week, for minimum of four months and one 45 minute individual counseling session per month. Additional individual/group counseling sessions shall be scheduled if clinically warranted.
OST-003	The counselor to inmate ratio will not exceed 1:50.
OST-004	These programs shall be licensed in accordance with Rule 65-D-30, F.A.C.

Outpatient Substance Abuse Treatment (OST) Requirements	
OST-005	The Vendor shall provide licensed outpatient substance abuse treatment counseling to any inmate that is identified by the Department who has not successfully completed or does not have sufficient time to complete an In-Prison Intensive Outpatient or Residential Program.
OST-006	The Vendor shall have the ability to provide the activities listed in this Section between the hours of 8:00 a.m. to 5:00 p.m., five days per week, Monday through Friday, in order to accommodate institutional/facility scheduling.
OST-007	The Vendor shall develop individualized treatment plans and provide services which address the criminogenic needs of program participants.

3.4.4 Intensive Outpatient Substance Abuse Treatment Service Area Requirements

Intensive Outpatient Substance Abuse Treatment (IOT) Requirements	
No.	Requirement
IOT-001	The Vendor shall have the ability to provide the activities listed in this section between the hours of 8:00 a.m. to 5:00 p.m., five days per week, Monday through Friday, in order to accommodate institutional/facility scheduling.
IOT-002	The Vendor shall prepare and submit a detailed daily schedule(s) outlining how the Intensive Outpatient Program activities at each site will be implemented, to the Department's Local Contract Coordinator for review and approval upon implementation of the program. Any changes to that schedule must be approved in writing by the Local Contract Coordinator.
IOT-003	Program participants in Intensive Outpatient Program will participate for varying lengths of time based on the individual's progress in the program. The minimum length of participation shall be four months and may be extended up to a maximum of six months. Exceptions to the length of participation may be considered on a case-by-case individualized treatment need basis and must be approved in writing by the Department's Local Quality Assurance Coordinator. The program will be directed at changing drug-abuse and criminal behaviors of program participants with histories of substance abuse and developing the social skills necessary for the program participants' successful re-entry into society.
IOT-004	Program participants' participation in Intensive Outpatient Program services will be subject to institutional conditions that may affect aspects of the program's operation. These conditions may include, but are not limited to, institutional security conditions that would prohibit program participants from attending the substance abuse job assignment (i.e., weather conditions or inmate count conditions such that program participants are not released from their dormitories). If a program participant misses attendance at the program in a consistent pattern due to these conditions, affected program participant's participation time in the program area shall be extended to meet the clinical goals and objectives established for that program participant.
IOT-005	Program participants who complete Intensive Outpatient Program, and who have time remaining on their sentences, shall be required to participate in Aftercare Services (if available) or an on-going Substance Abuse Alumni group until the time of their transfer or release from the facility.
IOT-006	At minimum, Intensive Outpatient Program services will be licensed in accordance with Rule 65D-30.004 F.A.C., Common Licensing Standards and Rule 65D-30 F.A.C., and any subsequent revisions thereof.

Intensive Outpatient Substance Abuse Treatment (IOT) Requirements	
IOT-007	This program will include, at minimum of 12 counselor-supervised hours of program activities per week per program participant, occurring a minimum of four days per week.
IOT-008	<p>This program will include, at minimum of one hour education/theme group per day, per program participant, at a minimum of four hours per week using a Department-approved evidenced-based curriculum which contains, at a minimum, the following required topics:</p> <ul style="list-style-type: none"> • Program Orientation; • Signs and Symptoms of Substance Abuse; • Phases and Process of Addiction/Recovery/Relapse; • Family Dynamics of Addiction; • Psycho-Pharmacology; • Introduction to concepts and overall themes of self-help/mutual-help groups; • Anger management; • Criminal Thinking; • Signs and Symptoms of Substance Abuse Relapse; • Post acute withdrawal; • Defense mechanisms; • Relapse dynamics/planning ; • Nutrition/personal hygiene; • HIV/AIDS, Hepatitis C, Tuberculosis; • Values, beliefs and attitudes; • Stress management; • Human relationships; • Problem solving and decision making; • Communication skills; • Employability, job placement skills; • Trauma informed care; • Budgeting, personal accounting skills; and • Individualized transitional re-entry skills, as required.
IOT-009	This program will include a minimum of one-hour process group per day, per program participant, at a minimum of four hours per week with a maximum of 15 program participants per process group
IOT-010	This program will include individual counseling, a minimum of one time per month (a minimum of 45 minutes of face-to-face contact per counseling session) per program participant, with additional sessions if clinically warranted.
IOT-011	This program will include support groups, a minimum of one time per week, per program participant, which shall not be considered part of the minimum counselor-supervised 12 hours of program activities.
IOT-012	This program will include start-up and wrap-up meetings, totaling a minimum of 30 minutes per day, per program participant.
IOT-013	This program will include completion of a substance abuse re-entry/transition plan for each program participant.
IOT-014	The Vendor shall develop individualized treatment plans and provide services which address the criminogenic needs of program participants.

3.4.5 Long-Term Residential Therapeutic Community Service Area Requirements

Long-Term Residential Therapeutic Community (TC) Requirements	
No.	Requirement
TC-001	The Vendor shall have the ability provide a Long-term Residential Therapeutic Community (TC) Program, and shall include intensive long-term services. The Program shall be licensed as a Residential Level 2 substance abuse program.
TC-002	The Vendor shall ensure that all program services, including program curricula, are appropriate to meet or exceed the needs of any specialized population to which services are being provided (i.e., inmates with co-occurring disorder).
	The Vendor shall have the ability to provide the activities listed in this section between the hours of 8:00 a.m. to 8:00 p.m., seven days per week, Monday through Sunday, in order to accommodate institutional/facility scheduling.
TC-003	The counselor-to-inmate ratio is one counselor to 15 inmates.
TC-004	Program services are provided in a positive environment wherein inmates share similar problems of chemical abuse or dependency and live and work together to change their lives while residing in a therapeutic community, similar to a large family, with staff representing the "parent" or rational authority figures. There are lines of communication that must be followed and a peer hierarchy in which all residents strive to earn better jobs, increased responsibility, better privileges and a higher status in the community. The hierarchy or structure shall be illustrated prominently in the program area on a structure board, which shall include each community member and their respective TC job assignment. Inmates gain upward mobility within the TC by complying with rules and regulations, participating in all groups and activities and exhibiting high levels of motivation in their job functions. The TC model emphasizes structure, responsibility, credibility, accountability, discipline, consistency and consequences/limit setting. Prison-Based Substance Abuse Residential Therapeutic Community Program services shall be dedicated to facilitating change, growth and improved self-worth for each inmate in the community. Effective TC services are a "school about life"; teaching how to live a life without committing crimes and without using drugs, and providing the tools to accomplish these goals. Inmates receiving TC program services will be housed in an existing dormitory at the respective institution, separate from the general population to the fullest extent possible.
TC-005	Inmates in Prison-Based Substance Abuse Long-term Residential Therapeutic Community (TC) will have a variable length of participation based on the inmate's progress in the program. The typical length of participation in the program shall be nine months to twelve months, depending on the individual needs of the inmate. TC services will be directed at changing drug-abusing and criminal behaviors of inmates with histories of substance abuse by utilizing, among other activities, Special Groups, Encounter Groups, Large Accountability Groups, Affirmation Groups, House Theme Groups, Intervention Groups and Morning Start-up and Wrap-up House Meetings. At the same time, the services shall attempt to instill the work, educational, vocational, and social skills necessary for the inmate's successful re-entry into society. Inmates participating in the program will fulfill their roles as members of the TC; however, at no time will any inmate be put in a position to exercise control or authority over any other inmate(s).
TC-006	The structure for the Therapeutic Community shall include the six Critical Elements of a TC* as listed below: <ul style="list-style-type: none"> • TC Perspective <ol style="list-style-type: none"> 1) View of the Addictive Disorders

Long-Term Residential Therapeutic Community (TC) Requirements

	<ul style="list-style-type: none"> 2) View of the Addict 3) View of Recovery 4) View of Right Living <ul style="list-style-type: none"> • The Agency Program Approach and Structure <ul style="list-style-type: none"> 1) Agency Organization 2) Agency Approach to Program 3) Staff Roles and Functions 4) Members' Roles and Functions • Community as Therapeutic Agent <ul style="list-style-type: none"> 1) Peers as Gatekeepers 2) Mutual Help 3) Enhancement of Community Belonging 4) Clinical Management: Privileges 5) Clinical Management: Sanctions 6) Clinical Management: Surveillance • Educational and Work Activities <ul style="list-style-type: none"> 1) Formal Educational Elements 2) Therapeutic Educational Elements 3) Work as Therapy • Formal Therapeutic Elements <ul style="list-style-type: none"> 1) General Therapeutic Techniques 2) Groups as Therapeutic Agents 3) Counseling Techniques 4) Role of the Family • Process <ul style="list-style-type: none"> 1) Stages of Services 2) Introductory Period 3) Primary Service Stage 4) Community Re-Entry Period <p>* Critical Elements of a TC based on "Therapeutic Community Scale of Essential Elements Questionnaire" (SEEQ, Melnick and DeLeon 1993) and adaptations made by Allen I. Bernhardt, Center for Therapeutic Community Research at NDRI, Inc., New York.</p>
TC-007	At a minimum, Long-term Residential Therapeutic Community (TC) services shall be licensed in accordance with Rule 65D-30, F.A.C., and any subsequent revisions.
TC-008	Clinical staff shall be available for these activities seven days per week, for no less than 60 hours per week. This shall include daytime, evening and weekend programming. The total hours include all breaks, TC activities and meeting, structured leisure/wellness activities, groups, individual counseling, support group activities, and educational activities.
TC-009	The Vendor's staff are responsible for the supervision of all substance abuse program inmates while they are under staff's care.
TC-010	Service Phases: Prison-Based Substance Abuse Residential Therapeutic Community Program services shall contain an Orientation Component and three phases. The

Long-Term Residential Therapeutic Community (TC) Requirements	
	percentages of activity time outlined in each phase are mandatory for the general TC inmate population. Exceptions shall be allowed on a case-by-case basis, based on documented clinical need.
TC-011	<u>Orientation Component:</u> (two weeks): This component is an assessment period and a time for learning TC rules and gaining exposure to TC concepts.
TC-012	As outlined in the licensing requirements in Rule 65D-30, F.A.C., Department procedures and manuals and any subsequent revisions, the Vendor shall complete the following during this time period: <ul style="list-style-type: none"> a) The psychosocial assessment including diagnostic impression and recommendations; b) The initial service/treatment plan; and c) Individualized service/treatment plans.
TC-011	The psychosocial assessment, the initial service/treatment plan and the individualized service/treatment plan shall be completed, signed and dated by the clinical staff and countersigned and dated by a qualified Professional. The Vendor shall ensure that inmates during this two-week period participate in the program according to the following schedule and in accordance with clinical need: <ul style="list-style-type: none"> a) Approximately, 20% of the inmate's awake time shall be spent in program activities, including psychosocial assessment, introduction to process group, adjustment to program groups, and wellness activities. b) Approximately, 80% of the inmate's awake time shall be spent in orientation to program activities including program requirements, structure, program planning, completing paperwork, education/theme groups, meetings, learning TC concepts and problem solving activities.
TC-012	<u>Phase 1:</u> (generally one month in length): During this phase, the emphasis will be on addressing denial, identifying maladaptive behavior and thinking patterns, learning about the addiction cycle and the recovery process and implementing TC concepts, all within the day-to-day activity and structure of the TC. <p>During this phase and in accordance with clinical need, the inmate's time shall be spent as follows:</p> <p>Approximately, 30% in program activities, including continued program planning, process groups, individual counseling, special groups, step-work, and wellness activities. This shall include at a minimum, four process groups, four days per week, a minimum of 50 minutes in duration each.</p> <p>Approximately, 30% in didactic activities, including educational/theme groups and participation in Adult Basic Education/General Equivalency Diploma (ABE/GED) classes as applicable. This shall include at a minimum, four treatment groups, four days per week, a minimum of 50 minutes in duration each.</p> <p>Approximately, 40% in social learning activities, including program tasks completion, TC committee work, TC meetings, behavioral management systems (pull-up board involvement) and support groups. During this phase, inmates will participate in twelve-step or alternative support groups as indicated on their individualized treatment plan.</p>

Long-Term Residential Therapeutic Community (TC) Requirements

	All structured activities shall be reflected on the Monthly Activity Log.
TC-013	<p>Phase 2: (generally five to eight months): This phase is considered the active program phase wherein the inmate continues to learn about the nature of his own addictive patterns; adopts and practices pro-social attitudes and behaviors; exhibits positive role modeling by assuming responsible roles within the TC; explores deeply-rooted maladaptive thinking and behavior patterns; and applies TC concepts. Educational classes, vocational classes or work assignments provided by the Department when available, shall be integrated into the inmate's individualized service plan based on documented clinical need.</p> <p>During this phase and in accordance with clinical need, the inmate's time shall be spent as follows:</p> <p>Approximately, 30% in program activities, including continued program planning, process groups, behavioral change planning and practice, individual counseling, special groups, step-work and wellness activities. This shall include at a minimum, four process groups, four days per week, a minimum of 50 minutes in duration each.</p> <p>Approximately, 40% in didactic activities, including changing addiction/criminal thinking patterns, relapse prevention education, impulse/anger management, domestic violence awareness, special issues, family conflict resolution, concepts and practices of behavior change. This shall include, at a minimum, two treatment groups, two days per week, a minimum of 50 minutes in duration each. Inmates with educational needs shall participate in ABE/GED classes, as will be outlined in their treatment plan.</p> <p>Approximately, 30% in social learning activities, including committee leadership experience, program task completion, role modeling, community roles/jobs, TC meetings, and cognitive behavioral programming and support groups. Inmates who are not involved in educational, vocational or compound work activities shall have increased time in program or social learning activities. In addition, inmates in this phase shall participate in a minimum of two groups two days per week, a minimum of 50 minutes duration. During this phase, inmates will participate in support groups (12 Step or Alternative) as indicated in their individualized treatment/service plan.</p> <p>All structured activities, shall be reflected by the counselor on the Monthly Activity Log.</p>
TC-014	<p>Phase 3: (generally three months in length): During this phase, the inmate practices applying solutions for maintaining a life abstinent from drug use (relapse prevention), assumes a role of leadership in the TC, lives the TC concepts, prepares inmates for transition into the community and continues work on any educational or vocational goals.</p> <p>During this phase and in accordance with clinical need, the inmate's time shall be spent as follows:</p> <p>20% - 40% in program activities, including relapse prevention/recovery planning, aftercare planning, process and specialty groups, individual counseling, step work and Wellness activities. The percentage of time spent in these activities shall be determined by the inmate's participation in educational, vocational or work activities. It shall include a minimum of four process groups four days per week, a minimum of 50 minutes in duration.</p>

Long-Term Residential Therapeutic Community (TC) Requirements	
	<p>20% - 40% in didactic activities, including relapse prevention, refusal skills, goal setting, anger management, parenting, relationship building, life skills, budgeting, and employability skills. These activities shall include a minimum of two didactic groups two days per week, a minimum of 50 minutes in duration each. Continued participation in ABE/GED educational programming shall also occur in this phase.</p> <p>15% in self-directed activities, including aftercare planning, job seeking, and coordination and goal completion tasks.</p> <p>25% - 30% in social learning activities, including role modeling and mentoring, mock job interviews and resume development and cognitive behavioral programming. Inmates who are not involved in educational, vocational or compound work activities shall have increased time in program or social learning activities. These activities shall include a minimum of one group per week, a minimum of 50 minutes in duration. During this phase, inmates will participate in support groups (12 Step or Alternative) as indicated in their individualized treatment plan.</p> <p>All structured activities shall be reflected by the counselor on the Monthly Activity Log.</p>
TC-015	Re-entry/transitional planning establishing links with community support and work systems shall be completed on all inmates. The Vendor shall complete a re-entry/transitional plan for these inmates prior to their discharge from the Prison-Based Substance Abuse residential Therapeutic Community Program.
TC-016	The Vendor shall develop individualized treatment plans and provide services which address the criminogenic needs of program participants.

3.4.6 Aftercare Treatment Services Service Area Requirements

Aftercare Treatment Services Requirements	
No.	Requirement
AT-001	The Vendor shall provide licensed aftercare substance abuse services to any inmate who has completed the substance abuse treatment (Outpatient, Intensive Outpatient, or Long-term Residential Therapeutic Community) during their current incarceration.
AT-002	Aftercare Treatment Services shall include one 60 - 90 minute process group, one time per week, depending on individual clinical need, for a minimum of eight weeks and one 45 minute individual counseling session, one time per month until the inmate leaves the facility. Additional individual/group counseling sessions may be scheduled, if clinically warranted.
AT-003	This program component shall be licensed in accordance with Rule 65D-30, F.A.C.
AT-004	The Vendor shall develop individualized treatment plans and provide services which address the criminogenic needs of program participants.

3.4.7 Additional Services and Other Requirements (Applicable to all Outpatient, Intensive Outpatient, and Residential Therapeutic Community programs)

Additional Services and Other Requirements	
No.	Requirement
AS-001	The Vendor shall provide motivation/readiness classes for program participants awaiting admission to Outpatient, Intensive Outpatient, or Residential Therapeutic Community services and an Alumni Support Group for program participants who have completed treatment services.
AS-002	The Vendor shall ensure that all treatment program services, including program curricula, meet or exceed the needs of any specialized population to which services are being provided (i.e., program participants with specialized gender-specific needs, program participants designated as “close management”, program participants designated as “youthful program participants”, or program participants with co-occurring disorders) and are evidenced-based.
AS-003	The Vendor shall provide recovery and support group activities including Support Groups, both for substance abuse program participants in each service type and for designated program participants in the institution’s/facility’s general population.
AS-004	Alumni groups shall be held for program participants who have completed the program. The Alumni group may be peer-led, although a counselor shall be present whenever the group is conducted. Alumni groups shall not exceed 35 group members. The Alumni Group shall be open-ended with no completion requirements, no licensure requirements, and no clinical documentation requirements. An attendance roster shall be maintained on-site and shall include the group’s meeting date, beginning and ending times, group topics, the name of the person or persons supervising the group, and the names of program participants attending the group. Status change sheets will be submitted as necessary.
AS-005	Thinking for Change: The Vendor staff at the institution shall provide Thinking for A Change programming to all inmates during their program participation. The Vendor is responsible for all costs related to the training and the delivery of this evidence-based curriculum. Training must be provided by a certified Thinking for A Change facilitator.
AS-006	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 and individual recovery work.
AS-007	Use of Peer Facilitators: If appropriate to the program, the Vendor shall utilize peer facilitators in the substance abuse aspects of the program. Peer facilitators shall be utilized in accordance with the Department’s Procedure, 507.204 “Peer Facilitators” and any other applicable department procedures. The program director, clinical supervisor, or designated counselor will ensure that each peer facilitator receives training regarding the peer facilitator’s role, functions, and the expectations for the peer facilitator’s performance in the program. Training will include training on the confidentiality of protected health information. Peer Facilitators will be required to execute a confidentiality agreement prior to beginning his/her duties as a peer facilitator. All peer facilitators shall have in their files a signed job description and documentation indicating they were oriented to their approved duties and requirements.

Additional Services and Other Requirements	
	It is important to note that peer facilitators are not counselors and do not have control or authority over other inmates. Rather, their job is to support and assist in the program effort. Peer facilitators shall not have access to any other inmate's clinical program file in whole or in part, nor shall they lead process groups in the event of the absence of a counselor.
AS-008	Employment Skills Development: The Vendor shall assist participants with the development of job search and retention skills such as completing applications, interviewing, grooming, personal hygiene, demeanor, and attitude. Employment assistance shall also be offered to inmates who are nearing the end of their sentence.
AS-009	Family Counseling: In coordination with Department staff, sessions may be offered on weekends during visitation for inmates' family members, as needed, as clinically appropriate, and in accordance with the Department's rules on Visitation, per Rule 33-601, F.A.C.
AS-010	Urinalysis: Vendor 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.
AS-011	Inmate Progress: The Vendor 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. These all represent indicators related to outcomes during and following treatment. Repeated assessments over time provide a basis for monitoring inmate change and case planning.
AS-012	Inmate Handbook: The Vendor 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 program; daily schedule; contact information; standards of conduct; and participation requirements.
AS-013	Admission, Discharge, and Readmission Criteria: The Vendor shall comply with the Department's Procedures 507.202, "Substance Abuse Programs Admissions-Institutions" and 507.203, "Substance Abuse Program Completion or Termination-Institutions" and any revisions or updates, when admitting, discharging, or re-admitting program participants to program.
AS-014	The Vendor shall ensure that inmates participating in the substance abuse programming have a safe environment for growth and positive risk-taking. The Vendor shall ensure that all inmates are oriented to and abide by all Program rules established by the Department and summarized in Attachment X, including, but not limited to the following: Cardinal Rules, General Program Rules, Group Rules, and Major Program Rules. 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.
AS-015	Repeated rule violations may result in discharge from the Program. Any inmate who violates a Cardinal Rule(s) shall be immediately discharged.
AS-016	Each inmate shall be expected to arrive on-time at all program activities. An inmate who arrives late 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

Additional Services and Other Requirements	
	cannot be immediately determined by Vendor's staff, the Vendor's staff shall immediately notify facility security staff, and the Parent Institution for appropriate action.
AS-017	The Vendor'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 Vendor shall likewise ensure that information contained in the clinical files in consistent with information entered into OBIS. The Department will provide the Vendor current information from OBIS in either hard copy format or by allowing electronic access.
AS-018	The Vendor 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 Vendor shall comply with all rules established by the Department concerning record keeping. Only Department-approved program forms shall be utilized.
AS-019	<p>The Vendor 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 Department's Contract Manager, or designee, shall approve this program.</p> <p>At a minimum, the Vendor's quality assurance program shall include provisions for clinical supervision, peer reviews, and staff in-service training.</p>
AS-020	The Vendor shall participate in ongoing program quality improvement as requested by the Department. The Vendor shall be responsible for all costs incurred as a result of this quality improvement.
AS-021	<p>Clinical Supervision enhances the quality of client care, improves efficiency of counselors in direct and indirect services, and ensures services provided uphold legal mandates and ethical standards.</p> <p>The Vendor shall provide on-site clinical supervision no less than four 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 the following:</p> <ul style="list-style-type: none"> • One individual, face-to-face interview of one hour 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. • One hour observing group or individual counseling conducted by each counselor. Documentation of the observation shall be signed and dated by the counselor and supervisor. • 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 charts or 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.

Additional Services and Other Requirements	
AS-022	The Vendor shall also meet individually and in-person with the Department's Program Manager monthly to address program operations, quality assurance measurement of program objectives, training needs and compliance with standards established by the appropriate program licensing authority.
AS-023	The Vendor shall develop individualized treatment plans and provide services which address the criminogenic needs of program participants.

3.5 Conduct and Safety Requirements

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

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

- 3.5.1** The Vendor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- 3.5.2** The Vendor's staff shall not interact with any inmate except in a relationship that supports services under a Contract resulting from this ITN. 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 Vendor shall report to the Department's Contract Manager any violations, or attempted violation, of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- 3.5.3** The Vendor's staff shall not enter into any business relationship with inmate or their families (example – selling, buying or trading personal property), or personally employ them in any capacity. Unless approved in writing by the Contract Manager or designee, the Vendor'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 resulting contract.
- 3.5.4** The Vendor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Vendor or the State. In providing services pursuant to the resulting Contract, the Vendor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- 3.5.5** Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Department's Contract Manager, or their designee, including proposed action to be taken by the Vendor. Any failure to report a violation or take appropriate

disciplinary action against the offending party or parties shall subject the Vendor to appropriate action, up to and including termination of any resulting Contract.

- 3.5.6** The awarded Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Department's Contract Manager or their designee within 24 hours, of the Vendor's knowledge of the incident.

3.6 Staff Background/Criminal Records Checks

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

The Vendor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being assigned to work under the Contract. The Vendor shall not offer employment to any individual or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.

No person who has been barred from any Department institution or other Department facility shall provide services under the Contract resulting from this solicitation, without prior written approval from the Department's Contract Manager.

Inmates shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the inmate and any staff of the Vendor. It is the responsibility of the Vendor to advise the Department's Contract Manager of any known pre-existing close personal relationships between staff and participants. Rule 33-208.002(26), F.A.C shall apply at the Program, which stipulates that marriage between an employee and a participant is prohibited.

The Vendor shall not employ or enter into any subcontract with any individual at any Program site under the Contract resulting from this ITN who is under supervision or jurisdiction of any parole, probation or correctional authority to provide direct treatment services or provide supervision of any other inmates. Persons under any such supervision may work for other elements of the vendor's agency that are independent of the Vendor's program. The objective of this provision is to prevent any employee under any such legal constraint from

having any contact with or access to any records of the Department of Corrections sponsored inmates participating at contracted sites.

- 3.6.1** The Vendor shall disclose any business or personal relationship a staff person, officer, agent or potential hire may have with anyone presently incarcerated or under the supervision of the Department.
- 3.6.2** The Vendor shall immediately report any new arrest, criminal charges or convictions of a current employee under the contract resulting from this ITN.
- 3.6.3** Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Vendor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two years with no criminal history is preferred. The Vendor shall require that all proposed employees provide to them the details of any criminal background information. The Vendor shall make full written report to the Department's Contract Manager within three calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less) or when the Vendor or any of their staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.
- 3.6.4** The Vendor shall comply with the Department Procedure 208.013, Outside Employment, when hiring both current and former Department employees.

3.7 General Reporting Requirements

The Vendor 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 this Contract, the Department also encourages the Vendor to submit copies of the required reports by e-mail, utilizing Microsoft Office Suite applications.

- 3.7.1 Weekly Reports:** The staffing log shall be submitted by the Vendor to the Department's Contract Manager or designee in a Department-approved format on a weekly basis. This report is due by noon on Monday of the week following the reporting period.
- 3.7.2 Monthly Reports:** The monthly reports shall be submitted by the 15th day of the month following the previous month's service period and shall have been reviewed and approved by the Vendor's Florida statewide administrative contact person. The Vendor shall submit hard copies of all monthly reports with the monthly invoice to the Department's Contract Manager or designee. The monthly reports include, but are not limited to:
 - A.** Clinical supervision reports including the clinical chart reviews;

- B. Monthly enrollment and discharge report – PPC41; and
- C. Monthly Program Report to the Contract Manager or designee containing information set forth below:
 - Urinalysis Testing Results: Vendor shall document the number and percentage of inmates tested each month and of these the number and percentage of positive and negative tests.
 - Reduced Criminal Thinking: For the inmates who successfully complete the Program each month, the Vendor shall provide the following information obtained from their TCU CEST assessment:
 - Each inmate’s name and DC#
 - Each inmate’s baseline (pre-test) score
 - Each inmate’s termination (post-test) score
 - Percentage of case where the inmate demonstrates a reduction in anti-social thinking.
- D. Program Staffing Changes: For new hires, the Vendor shall note staff’s: date of hire, level of education, degree(s) and in what fields, credentials, and number of years working in substance abuse treatment with offenders. Vendor shall report this information in narrative format.
- E. Program Changes or Problems: Vendor shall report any program changes or problems.

3.7.3 Bi-Annual Reports: The Vendor shall be required to provide a written report detailing the findings of its quality assurance program. This report shall be submitted every six months to the Department’s Local Contract Coordinator.

3.7.4 CEST Reports: The Vendor 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 3.8.2.3, of this solicitation. The report shall be submitted in the timeframe and format required by the Department’s Contract Manager or Local Contract Coordinator.

3.8 Program Locations

Region One

The following table outlines the service locations within Region One at which substance abuse treatment services are currently provided, or at which other services may be implemented in accordance with this ITN and subsequent Contract.

County	Facility
Jackson	Apalachee Correctional Institution - East
Jackson	Apalachee Correctional Institution – Work Camp
Jackson	Apalachee Correctional Institution - West

Santa Rosa	Berrydale Forestry Camp
Calhoun	Calhoun Correctional Institution
Calhoun	Calhoun Correctional Institution – Work Camp
Escambia	Century Correctional Institution
Franklin	Franklin Correctional Institution
Franklin	Franklin Correctional Institution - Annex
Franklin	Franklin Correctional Institution – Work Camp
Gulf	Gulf Correctional Institution
Gulf	Gulf Correctional Institution – Annex
Gulf	Gulf Correctional Institution – Forestry Camp
Holmes	Holmes Correctional Institution
Holmes	Holmes Correctional Institution – Work Camp
Jackson	Jackson Correctional Institution
Jackson	Jackson Correctional Institution – Work Camp
Jefferson	Jefferson Correctional Institution
Liberty	Liberty Correctional Institution
Liberty	Liberty Correctional Institution - WorkCamp
Washington	Northwest Florida Reception Center – Main Unit
Washington	Northwest Florida Reception Center – Annex
Okaloosa	Okaloosa Correctional Institution
Gadsden	Quincy Annex
Santa Rosa	Santa Rosa Correctional Institution
Santa Rosa	Santa Rosa Correctional Institution – Annex
Wakulla	Wakulla Correctional Institution
Wakulla	Wakulla Correctional Institution – Annex
Wakulla	Wakulla Correctional Institution – Work Camp
Walton	Walton Correctional Institution

Region Two

The following table outlines the service locations within Region Two at which substance abuse treatment services are currently provided, or at which services may be implemented in accordance with this ITN and subsequent Contract.

County	Facility
Baker	Baker Correctional Institution
Columbia	Columbia Correctional Institution
Columbia	Columbia Correctional Institution - Annex
Columbia	Columbia Correctional Institution – Work Camp
Dixie	Cross City Correctional Institution
Dixie	Cross City Correctional Institution - Work Camp
Bradford	Florida State Prison
Bradford	Florida State Prison – West Unit
Bradford	Florida State Prison – Work Camp
Bradford	New River Correctional Institution
Alachua	Gainesville Work Camp
Hamilton	Hamilton Correctional Institution
Hamilton	Hamilton Correctional Institution – Annex
Hamilton	Hamilton Correctional Institution – Work Camp

Gilchrist	Lancaster Correctional Institution
Gilchrist	Lancaster Correctional Institution – Work Camp
Bradford	Lawtey Correctional Institution
Madison	Madison Correctional Institution
Madison	Madison Correctional Institution – Work Camp
Lafayette	Mayo Correctional Institution – Annex
Putnam	Putnam Correctional Institution
Union	Reception and Medical Center
Union	Reception and Medical Center – West
Suwannee	Suwannee Correctional Institution
Suwannee	Suwannee Correctional Institution – Annex
Suwannee	Suwannee Correctional Institution – Work Camp
Taylor	Taylor Correctional Institution
Taylor	Taylor Correctional Institution – Work Camp
Volusia	Tomoka Correctional Institution
Volusia	Tomoka Correctional Institution – Work Camp
Union	Union Correctional Institution
Union	Union Correctional Institution – Work Camp

Region Three

The following table outlines the service locations within Region Three at which substance abuse treatment services are currently provided, or at which services may be implemented in accordance with this ITN and subsequent Contract.

County	Facility
Desoto	Arcadia Road Prison
Polk	Avon Park Correctional Institution
Polk	Avon Park Correctional Institution – Work Camp
Orange	Central Florida Reception Center – East
Orange	Central Florida Reception Center – Main
Orange	Central Florida Reception Center – South
Desoto	Desoto Annex
Desoto	Desoto Annex – Work Camp
Marion	Florida Women’s Reception Center
Hardee	Hardee Correctional Institution
Hardee	Hardee Correctional Institution – Work Camp
Hernando	Hernando Correctional Institution
Lake	Lake Correctional Institution
Pinellas	Largo Road Prison
Marion	Lowell Correctional Institution
Marion	Lowell Correctional Institution – Annex
Marion	Lowell Correctional Institution – Work Camp
Marion	Marion Correctional Institution
Marion	Marion Correctional Institution – Work Camp
Polk	Polk Correctional Institution
Polk	Polk Correctional Institution – Work Camp
Sumter	Sumter Correctional Institution
Sumter	Sumter Correctional Institution - Work Camp

Pasco	Zephyrhills Correctional Institution
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Region Four

The following table outlines the service locations within Region Four at which substance abuse treatment services are currently provided, or at which services may be implemented in accordance with this ITN and subsequent Contract.

County	Facility
Monroe	Big Pine Key Road Prison
Charlotte	Charlotte Correctional Institution
Miami-Dade	Dade Correctional Institution
Miami-Dade	Dade Correctional Institution – Work Camp
Miami-Dade	Everglades Correctional Institution
Everglades	Fort Myers Work Camp
Miami-Dade	Homestead Correctional Institution
Palm Beach	Loxahatchee Road Prison
Martin	Martin Correctional Institution
Martin	Martin Correctional Institution – Work Camp
Okeechobee	Okeechobee Correctional Institution
Okeechobee	Okeechobee Correctional Institution – Work Camp
Palm Beach	Sago Palm Re-Entry Center
Miami-Dade	South Florida Reception Center
Miami-Dade	South Florida Reception Center - South

3.9 Monitoring

The Department's Contract Manager, designee, and/or the Local Contract Coordinator will perform monitoring during the term of the Contract(s) resulting from this ITN, 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 any Contract(s) resulting from this ITN.

When issues of non-compliance are identified in the monitoring report, the awarded Vendor shall submit a written Corrective Action Plan (CAP) to the Department's Contract Manager, designee, and/or the Local Contract Coordinator, within 30 days, as specified in the Department's Procedure 507.702. If necessary, a follow-up monitoring visit shall be scheduled by the Department's Contract Manager, designee, and/or the Local Contract Coordinator. Failure by the awarded Vendor to correct the items identified as being deficient, including staffing patterns, shall be considered a material breach of the Contract.

3.9.1 Program Monitoring

The Department's Contract Manager, or designee, will conduct a site visit during the first 30 days of program start-up. They will observe and assess

the Vendor's understanding of the tasks required for the overall successful functioning of the program. This program site visit will include the following: 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.

3.9.2 Monitoring Performance Outcomes and Standards

The Department's Contract Manager, or designee, will monitor the awarded Vendor's service delivery to determine if the awarded Vendor has achieved the required level of performance for each Performance Outcome, Measure, and Standard, identified in Section 3.4.1 of this ITN.

If the Department determines that the Vendor has failed a Performance Outcome and Standard, the Vendor will be contacted by the Contract Manager to address the non-compliant service delivery. Note: The Vendor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes, Measures and Standards within 30 days of notice.

3.10 Programmatic Records and Documentation

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

3.10.1 Vendor's Personnel Records

The Vendor shall maintain personnel records on all active employees and those who were employed within the last 90 days. For all other employees performing services and those who have been inactive for over 90 days, the Vendor shall maintain their personnel records for at least five years from the date of termination of employment at any location serviced on the resulting Contract or other location identified by the Vendor within the State of Florida. Any Vendor's personnel records shall be made available to the Department upon request, or no more than 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 personnel file must contain all documentation required by Rule 65D30.004(4)(a), F.A.C, Personnel 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 tuberculosis testing, and the required CPR/First Aid training.

3.10.2 Program Curricula

The Vendor shall maintain records of all curricula provided as a result of this solicitation. Program curricula shall be made available to the Department upon request.

3.10.3 Urinalysis Records

The Vendor shall maintain urinalysis records, in accordance with Department Procedure 602.010, Section 9.

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 INSTRUCTIONS TO RESPONDENTS (PUR1001)

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

4.2 Procurement Officer

Questions related to the procurement should be emailed to:

Tania Cowan, Procurement Officer

Florida Department of Corrections

Office of Administration

Bureau of Support Services

501 S. Calhoun Street

Tallahassee, FL 32399

Telephone: (850) 717-3700

Email: purchasing@fdc.myflorida.com

4.3 Vendor Questions

Pursuant to Section 287.057(23), F.S., Vendors who intend to respond to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hour period following the agency posting of 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 Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Reply.

Questions will only be accepted if submitted via email to the Procurement Officer on or before the date and time specified in the Timeline. Responses to Vendor questions will be posted on the Vendor Bid System (VBS) by the date referenced in the Timeline.

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

4.4 Special Accommodations

Any person with a qualified disability requiring special accommodations at a public meeting, oral presentation and/or opening should call the Bureau of Support Services at (850) 717-3700, at least five days prior to the event. If you are hearing or speech impaired, please contact the Bureau of Support Services by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

4.5 Value-added Services

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

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

The Vendor should provide with their Reply, a detailed description of any value-added services the Vendor is offering the Department. Value-added services are provided at no cost to the Department. An example would be, "the Vendor will provide family counseling services." These services would be in addition to those services that meet the minimum service requirements and specifications of this ITN.

4.6 Alternate Provisions and Conditions

Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Vendors are expected to submit questions or concerns they may have regarding the requirements or terms and conditions of this solicitation in writing to the Procurement Officer so they may be addressed during the question and answer phase of this solicitation (see Section 4.3). Including alternate provisions or conditions to this solicitation may result in the reply being deemed non-responsive to the solicitation. However, as this is an ITN, the Department reserves the right to negotiate the best terms and conditions if determined to be in the best interests of the State.

4.7 Reply Bond

Each Vendor is required to submit a Certified Check, Cashier's Check or Reply Bond with its Reply. The amount required is \$500,000 dollars. The Bond shall be issued by a reliable

surety company that has been in business with a record of successful continuous operation for at least five years and is authorized to do business in the State of Florida. Reply Bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision cancelling the solicitation or rejecting all Replies. The check/bond shall be payable to the Florida Department of Corrections. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply. The check/bond will be returned to unsuccessful Vendors upon the execution of a Contract with the successful Vendor or upon cancellation of the solicitation. The check/bond of the successful Vendor will be retained until the Contract is executed and the Department receives the required performance bond. The Reply check/bond will be forfeited to the Department if the Vendor fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when required to do so by the Department. Negotiable instruments submitted will be deposited into the State Treasury. After execution of the Contract, return of the Reply Bond will be accomplished by issuing a warrant made payable to the Vendor within five business days. Any request for withdrawal of a submitted Reply, requested after five business days will be subject to provisions of this Section.

4.8 Pass/Fail Mandatory Responsiveness Requirements

The Department shall reject any and all Replies that do not meet the Pass/Fail criteria defined below.

- a) The Vendor has a minimum of three years experience, within the last five years, in providing licensed substance abuse treatment services.
- b) The Vendor has experience in the provision of licensed substance abuse treatment services for an aggregate patient population of, at least 1,000 inmate patients at any one time in prison, jail or other comparable substance abuse treatment services setting.
- c) The Vendor's proposed offering and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.).
- d) The Vendor will act as the prime Vendor to the Department for all services provided under the Contract that results from this ITN. The Vendor may delegate duties, but shall not assign its rights in regards to the resulting Contract.
- e) The Vendor must be able to demonstrate its ability to meet the Performance Bond requirements. Prior to execution of prospective contract, Respondent will deliver to the Department a Performance Bond or irrevocable letter of credit in the amount equal to the lesser of \$1.5 million dollars, per region, or the average annual price of the Contract (averaged from the initial five year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).

- f) Respondent will deliver to the Department a Reply Bond or check in the amount of \$500,000 dollars. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.
- g) Vendor is registered, or will agree to register, in MFMP before execution of the prospective Contract. SEE PUR 1000, SECTION 14. The 1% transaction applies to this contract and is detailed in PUR 1000.
- h) Vendor attests to its positive financial standing and Vendor's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

4.9 Submission of Replies

Replies shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this ITN. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each reply shall be on completeness and clarity of content.

Vendors are responsible for submitting their replies to this ITN to the Procurement Officer by the date and time specified in Timeline of this solicitation. The Department will not consider late replies.

In Reply to this ITN, each Vendor shall:

- a) **Submit a separate Reply for each Region.**
- b) Submit the Technical Reply and the Cost Reply in separately sealed packages.
- c) Submit one signed original plus ten hardcopies of the Technical Reply, sealed separately from the Cost Reply.
- d) Submit one signed original plus ten hardcopies of the Cost Reply, sealed separately from the Technical reply.
- e) Submit ten searchable PDF copies of the Technical Reply on CD-ROMs. In the event of differences between the information contained on the CD-ROM and the original written version, the written version will prevail.
- f) Submit ten searchable PDF copies of the Cost Reply on a CD-ROM separate from the Technical Reply. In the event of differences between the cost information provided on the CD-ROM and the original written version, the written version will prevail.
- g) If the Vendor believes its Technical Reply contains information that is confidential, trade secret, or otherwise not subject to disclosure, Vendor shall submit one redacted electronic version of the Technical Reply, provided on a CD-ROM. The information contained on the CD-ROM shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. The reason for this requirement is that in the event the Department receives a public records request for this information the Department will be able to respond to such request by providing a copy of redacted electronic version of the document(s) provided by the Vendor.

The Department will rely upon the Vendor submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, the Department is authorized to produce the entire documents, data, or records submitted by Vendor in answer to a public records request for these records.

- h) Sealed packages to be delivered shall be clearly marked with the solicitation number, company name, due date and time, and identify which package(s) contains the Technical Reply and Cost Reply.
- i) Submitted hardcopies contained in the sealed packages are to be clearly marked on the front cover of both the original and copies, with the Vendor's company name, solicitation number, and whether it is the Technical or Cost Reply. Hardcopies should be numbered one-ten, in sequential order for ease of tracking.

4.10 Contents of Reply Submittals

Replies are to be organized in TABs as directed below. Vendors shall complete each section entirely or the Vendor may be deemed not responsive.

The Reply shall be organized as follows:

TAB A Cover Letter with Contact Information, Executive Summary, Pass/Fail Certification and Performance Bond/Irrevocable Letter of Credit

TAB A shall contain a cover letter on the Vendor's letterhead with contact information and the name and signature of the person of the representative of the responding organization authorized to legally obligate the Vendor to provide the Services. The cover letter must state that the Vendor agrees to provide the Services as described in the ITN. Also, **TAB A** shall contain an executive summary of the Vendor's Reply. The executive summary will describe the technical solution, proposed cost, and operational model the Vendor proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary.

TAB A must also include a letter, signed on or after January 1, 2016, from a Surety Company or Bonding Agent, authorized to do business in the State of Florida, and written on company letterhead, that documents the Vendor's present ability to obtain a performance bond or irrevocable letter of credit in the amount of \$1,500,000, per region.

TAB A shall also include the completed Pass/Fail Requirements Certification (**Attachment IV**) signed by the same person who signs the above-mentioned cover letter. A copy of the Vendor's current Dun & Bradstreet Financial Stress Score should be provided in this section.

TAB B Experience and Ability to Provide Services

TAB B shall include the following information:

a) References

Using **Attachment V** to this ITN, Vendors shall provide three references from businesses, or government agencies, for which it has provided services of similar scope and size to the services identified in the ITN.

References shall pertain to current and ongoing services, or those that were completed within the last five years. References shall not be given by:

- Persons employed by the Department within the past three years.
- Persons currently or formerly employed or supervised by the Vendor or its affiliates.
- Board members within the Vendor's organization.
- Relatives of any of the above.

References shall be signed by the person providing the reference. The Procurement Officer reserves the right to contact the Vendor's references to verify the information was actually provided by the reference and the negotiation team may elect to contact the references to obtain further information regarding the Vendor's performance. In addition, the negotiation team reserves the right to contact and consider references other than those provided by the Vendor when making its best value determination.

b) Prior Work Experience

a. Similar Contracts and Services

Describe the Vendor's experience in providing substance abuse treatment services in a correctional setting, number of years providing substance abuse treatment services, growth on a national level, and ownership structure. Vendors shall describe all Contracts executed in the last five years that are of similar scope and size to the services sought in this ITN. Vendors shall include any experience it has assuming operations from another service provider of correctional substance abuse treatment services and identify all relevant similarities or differences between such Contracts and the services sought via this ITN. The listing of similar Contracts shall contain the organization name, contact name, address, telephone number, and email address of the entity who received the services from Vendor.

b. Disputes

Vendors shall identify all Contract disputes Vendor (including its affiliates, subcontractors, agents, etc.) has had with any customer within the last five years related to Contracts pursuant to which Vendor provided(s) substance abuse services in the continental United States on an organizational or enterprise level. The term “contract disputes” means any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the Contract customer that Vendor was in default or breach of a duty under the Contract or not performing as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against Vendor as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or liquidated damages under such Contracts. Vendors must indicate whether the disputes were resolved and, if so, explain how they were resolved.

c. Subcontractor Information

If the Vendor will use subcontractors to provide any of the Services, the Vendor shall provide detailed information for all subcontractors it plans on contracting with to provide any of the Services under the prospective Contract. This information shall be provided using **Attachment VI**, “Subcontracting Form.” This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective Contract, the number of years subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five years.

TAB C Description of Solution

In **TAB C**, Vendor shall describe:

- a) Its understanding of the current state of institutional-based treatment for substance use disorders in the Florida Department of Corrections.
- b) Its understanding of goals and general requirements of this solicitation.
- c) Its overall approach to satisfying the requirements and goals of this solicitation.
- d) How the Vendor’s approach supports the Department’s specific goals of the ITN.
- e) Any risks and challenges with the Department’s goals.

- f) How the Vendor will ensure quality services while ensuring costs are contained.
- g) The Vendor's approach differentiators.
- h) The Vendor's transition approach.
- i) Why the Vendor's solution is best for the state.
- j) A detailed written description of the Vendor's understanding of the staff conduct, and safety requirements in Section 3.5, and how the Vendor will ensure that all staff adhere to these requirements.

TAB D Service Area Detail Solution

Section 3 of the ITN defines the requirements and service level expectations of each service area that comprises the Department's substance abuse treatment services.

In **TAB D**, for each of the seven Service Areas, the Vendor shall:

- a) Acknowledge acceptance of each requirement.
- b) Acknowledge acceptance of the measures of each performance measure (PM).
- c) Indicate its ability to exceed the required PMs, if applicable, and provide additional PMs Vendor identifies as important that are not specified.
- d) Identify proposed modifications to the identified PMs, the impact of the modification (e.g. greater quality control, cost savings)
- e) Describe a plan for performing the service and meeting the requirements. Include methodologies that will be applied, automation tools planned for use, resource usage plan/approach, and processes that will be put in place.
- f) Provide an organizational structure and resource plan for performing the service and meeting the requirements and performance measures described in Section 3 of the ITN.
- g) Describe ways to cut or minimize the costs associated with this service. This may include modifying the requirements and/or PMs while still meeting the needs of the service, or recommending a different approach for the service.
- h) Describe any additional services or deliverables you will provide in addition to those required.

TAB E Transition Plan

To ensure a complete and successful transition that can provide substance abuse services for FDC, the new Vendor will document a transition plan. The transition plan outlines key activities that must be completed while working with

the Department and current Vendor(s) during the transition period. Describe in detail the Vendor's plan for:

- a) On-boarding of resources.
- b) Participating in knowledge transfer including a breakdown by service area.
- c) Work environment and technology set-up.
- d) Introduction to Department stakeholders.
- e) Takeover of clinical care.
- f) Other required service operation transition services.

TAB F Attachment III – Price Information Sheet

Vendor shall complete and submit **Attachment III**, Price Information Sheet, for the Contract's initial term and renewal years and include this form in **TAB F** of its reply to the ITN. Attachment III shall be submitted with the most favorable terms the Vendor can offer. The Department may reject Replies that are conditional, incomplete or which contain irregularities, as these will be deemed a counteroffer. While the Cost Reply should be sealed separately, a tab should be included and the Price Information Sheet should fit into TAB F upon opening of the Cost Reply.

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

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

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

TAB G Additional ideas for improvement or cost reduction, and other supplemental materials

In **TAB G** of its Reply to the ITN, the Vendor is invited to elaborate on additional ideas or tools for service improvements that are not specifically addressed in **TABs B – F** of its Reply but may be made available via Vendor's offering. The Department is interested in ideas or tools the Vendor believes will provide for greater performance and efficiency of operations. **This includes if savings could be achieved through award of multiple regions or statewide operations to a single vendor. If a Vendor is only interested in the**

solicitation if an award is made statewide, that should be explicitly stated in their Reply under TAB G. Vendor shall make sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

TAB H Completed Forms

Vendors shall complete the following forms and submit them to the Department in **TAB H** of its Reply:

- **VENDOR'S CONTACT INFORMATION**
- **CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**
- **NOTICE OF CONFLICT OF INTEREST**
- **NON-COLLUSION CERTIFICATION**
- **STATEMENT OF NO INVOLVEMENT**
- **SUBCONTRACTING FORM**

4.11 Reply Evaluation Criteria

An evaluation team will be established to review and evaluate replies to this ITN in accordance with the evaluation process below.

A. TECHNICAL REPLY EVALUATION SCORE (0 - 500 POINTS)

1. Experience and Ability to Provide Services

Evaluation of the Vendor's experience and ability to provide service will be based upon information contained in the entire response, but primarily on the information contained in **TAB B**.

a. References

This section will be evaluated using, but will not be limited to, the following considerations:

- 1) How relevant are the services described in the references to the services sought via the ITN?
- 2) How well do the references demonstrate Vendor's experience in performing Contracts of similar size and scope for the services sought?
- 3) How well do the References demonstrate Vendor's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the References regarding Vendors experience and ability to provide the services?

b. Prior Work Experience

This section will be evaluated using, but will not be limited to, the following considerations:

- 1) Has the Vendor demonstrated via the Reply that it has experience in performing Contracts of similar size and scope for the services sought?
- 2) How well did the Vendor convey the ability to provide these services?
- 3) Are there any issues or concerns identified regarding Vendor's experience and ability to provide the services?

2. Description of Offering

Evaluation of the Vendor's proposed offering will be based upon information contained in the entire Reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but will not be limited to, the following considerations:

- a) How well the proposed offering satisfies the following criteria:
 - 1) Demonstrates Vendor's ability to effectively provide substance abuse treatment services at the operational levels required by this ITN.
 - 2) Maximizes operational efficiencies and supports the Department's goals.
- b) How well does the summary of the offering, and the explanation of why it is the best offering for the State, address and meets the goals, needs, and expectations of the State?
- c) How well does the Vendor understand the goals to be achieved via this solicitation?

3. Service Area Detail Solution

Evaluation of Vendor's Service Area Detail Solution will be based upon information contained in **TAB D** of Vendor's Reply. Replies for each Service Area will be evaluated based on how well the offering operationally and clinically addresses the requirements described in Section 3. Evaluation of these requirements will be based upon information contained in **TAB D**. Replies given for each service area below will be evaluated for reasonableness, thoroughness, and viability in meeting minimum requirements described in Section 3.

- General Program Requirements
- Prevention Services
- Outpatient Substance Abuse Treatment
- Intensive Outpatient Substance Abuse Treatment
- Long-term Residential Community
- Aftercare
- Additional Services and Other Requirements

Each service area identified above will be evaluated using, but will not be limited to, the following considerations:

- a) Description of the planned programming, services, and staffing for the proposed offering
- b) Clinical staffing levels and roles and responsibilities
- c) Administrative staffing and roles and responsibilities
- d) Organization structure / chart
- e) Whether the Vendor's staffing requirements are consistent with the objectives of this solicitation

B. COST REPLY EVALUATION SCORE (0 - 100 Points)

A total of 100 points may be awarded to a Vendor's Cost Reply. The following formula will be applied to a Vendor's Cost Reply to determine the Cost Reply Score:

Reply with Highest Cost Points: Vendor submitting the lowest cost will receive the maximum number of points.

<u>Maximum Price Points:</u>	
Base Term	60 points
Renewal Term	40 points
TOTAL	100 points

Respondent Cost Points: Cost points assigned based on the above weight, for a specific Respondent as reflected in **Attachment III, Price Information Sheet** of its Reply. Cost points will be determined using the below formula:

The Vendor submitting the lowest base term pricing will be awarded 60 points. All others Replies will receive points according to the following formula:

$$\frac{N}{(X)} \times 60 = Z$$

Where: N = lowest price received by any respondent
 X = actual price received by respondent
 Z = awarded points

The Vendor submitting the lowest renewal term, will be awarded 40 points. All others Replies will receive points according to the following formula:

$$\frac{N}{(X)} \times 40 = Z$$

Where: N = lowest price received by any respondent
 X = actual price received by respondent
 Z = awarded points

Max Cost Reply Points: Maximum points available for the Cost Reply (100 points)

Cost Reply Score: Evaluation points awarded to the Vendor's Cost Reply

C. REPLY EVALUATION SCORE

The Reply Evaluation Score is the sum of the Vendor's weighted Technical Reply Evaluation Score (0 – 500 points) and Cost Proposal Scores (0 – 100 points).

4.12 Reply Evaluation and Negotiation Process

As to the Invitation to Negotiate process, Section 287.057(1)(c), F.S., provides in part:

“(c) Invitation to negotiate. - The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Vendors with which the agency may negotiate in order to receive the best value.”

“4. The agency shall evaluate replies against all evaluation criteria set forth in the Invitation to Negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more Vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the Contract to the responsible and responsive vendor that the agency determines will provide the best value to the State, based on the selection criteria.”

Using the evaluation criteria specified above, in order to establish a competitive range of replies reasonably susceptible of award, the Department will evaluate and rank the replies and, at the Department's sole discretion, proceed to negotiate with Vendor(s) as follows.

A. Evaluation Phase Methodology

The evaluation team members will individually and independently review each reply and evaluate the replies by allocating 1 – 5 points for each of the following Technical Evaluation sections:

Experience and Ability to Provide Services	Available Points (Scored by Evaluators)	Weight	Weighted Available Points
References	1-5	5%	25
Prior Work Experience	1-5	10%	50
Description of Solution	1-5	15%	75
Program Management Service Area Detail	1-5	10%	50
Prevention Services Detail	1-5	10%	50
Outpatient Services Detail	1-5	10%	50
Intensive Outpatient Services Detail	1-5	10%	50
Long-term Residential Therapeutic Community Detail	1-5	10%	50
Aftercare Detail	1-5	10%	50
Other Program Services Detail	1-5	10%	50
TOTAL	500 (weighted)	100%	500

Evaluation Team members will assign a 1 – 5 score, using **no fractions or decimals**, to each Technical Evaluation section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate).

The table below provides the scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
Poor	Reply Fails to address the component or it does not describe any experience related to the component; OR Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1
Marginal	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Vendor's response or proposed offering; OR Reply meets many of the basic requirements specifications, or	2

	provision of the specific items, but is lacking in some essential aspects for the specific criteria.	
Adequate	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the state's needs for specific criteria.	3
Good	Reply more than adequately meets the minimum requirements, specification or provision of the specific criteria, and exceeds those requirements in some aspects for the specific criteria.	4
Excellent	Reply fully meets all requirements and exceeds several requirements; Reply exceeds minimum requirements, specifications, and provisions in most aspects for the specific criteria.	5

The Technical Evaluation scores received from each evaluator will be multiplied by their assigned weight and averaged to obtain the Vendor's weighted Final Technical Evaluation Score. The Department will combine the Vendor's Final Technical Score and the Vendor's Final Cost Score to determine the Vendor's Final Evaluation Score.

The Final Evaluation Scores for all Vendors will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking for each Reply will be used to establish a competitive range to determine which Vendors may be invited to participate in negotiations. The Department intends to first negotiate with the three most highly ranked Vendors, but the Department reserves the right to negotiate with fewer Vendors, more than three Vendors, or to reject all Replies.

Responsive and responsible Vendor(s) will be invited to negotiate based upon the Reply Evaluation Scores. Vendors are cautioned to propose their best possible offers in their initial Reply as failing to do so may result in the Vendor not being selected to proceed to negotiations. If necessary, the Department will request revisions to the approach submitted by the top-rated Vendor(s) until it is satisfied that the Contract model will serve the State's needs and is determined to provide the best value for the State.

The Secretary or designee will approve a Short List of vendors selected for negotiation taking into consideration the report and recommendation of the Procurement Officer. No scoring by the Secretary or designee will be required in

arriving at this selection. The scoring from the Evaluation Phase shall serve as a recommendation only. The Secretary or designee may also make a determination as to whether to deem one or more vendors ineligible for award based on the Procurement Officer's report.

B. Negotiation Phase Methodology

The Department reserves the right to negotiate with any or all responsive and responsible Vendors, serially or concurrently, to determine the best solution.

During the negotiation process the Department reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiating sessions with any or all responsive vendors.
2. Require any or all responsive vendors to provide additional revised or final written replies addressing specified topics.
3. Require any or all responsive vendors to provide a written Best and Final Offer (BAFO).
4. Require any or all responsive vendors to address services, prices, or conditions offered by any other vendor.
5. Pursue a Contract with one or more responsive vendors for the services encompassed by this solicitation, any addenda thereto, and any request for additional revised or final written replies or request for best and final offers.
6. Pursue the division of Contracts between responsive vendors by type of service or geographic area, or both.
7. Arrive at an agreement with any responsive vendor, finalize principal Contract terms with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendors.
8. Decline to conduct further negotiations with any vendor
9. Reopen negotiations with any vendor
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation
11. Review and rely on relevant information contained in the replies received from vendors
12. Review and rely on relevant portions of the evaluations conducted
13. Reject any and all replies if the Department determines such action is in the best interest of the State
14. Negotiate concurrently or separately with competing Vendors
15. Accept portions of a competing Vendor's reply and merge such portions into one project, including contracting with the entities offering such portions
16. Waive minor irregularities in replies

17. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the negotiation team

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive vendor or vendors affected and whether to provide concurrent public notice of such decision.

Before award, the Department reserves the right to seek clarifications, to request reply revisions, and to request any information deemed necessary for proper evaluation of replies. Vendors that proceed to negotiations will be required to make a presentation / demonstration, and may be required to provide additional references, an opportunity for a site visit, etc. The Department reserves the right to require attendance by particular representatives of the Vendor. Any written summary of presentations or demonstrations provided by the Vendor shall include a list of persons attending on behalf of the Vendor, a copy of the agenda, copies of all visuals or handouts, and shall become part of the Vendor's reply. Failure to provide requested information may result in rejection of the reply.

As part of the negotiation process, the Department will check references as described in Section 4.9, Tab B and to assess the extent of success of the projects associated with those references. The Department also reserves the right to contact references not provided by the Vendor. Vendors may be requested to provide additional references. The results of the reference checking may influence the final negotiation and selection of the Vendor.

The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the "Selection Criteria" and satisfies the Department's primary goals as identified in this ITN. The Selection Criteria may include, but is not limited to, the following.

Selection Criteria:

1. Respondent's articulation of their solution and the ability of the solution to meet the requirements of this ITN and provide additional innovations.
2. Respondent's experience in providing the services being procured and the skills of proposed staff relative to the proposed approach and offering.
3. Respondent's Technical Reply and Cost Reply, as they relate to satisfying the primary goals of the services identified herein.

The negotiation process will also include negotiation of the terms and conditions of the Contract, in accordance with Sections 287.057 and 287.058, F.S., as applicable to the services being procured pursuant to this ITN.

By submitting a Reply a Vendor agrees to be bound to the terms of the General and Special Contract Conditions. Vendors should assume these terms will apply during

the prospective Contract term, but the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

C. Final Selection and Notice of Intent to Award

At the conclusion of negotiations, the Department will issue a written request for best and final offer(s) to one or more of the Vendors with which the negotiation team has conducted negotiations. At a minimum, based upon the negotiation process, the best and final offers must contain:

1. A revised Statement of Work;
2. All negotiated terms and conditions to be included in final Contract; and
3. A final Cost Proposal.

The best and final offer(s) will be returned to the negotiation team for review. Thereafter the Negotiation Team will meet in a public meeting to determine which offer constitutes the best value to the state based upon the Selection Criteria. Thereafter, the Department's negotiation team will develop a recommendation that identifies the award that will provide the best value to the State based on the above Selection Criteria. In so doing, the Negotiation Team is not required to score the Vendors, but will base its recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into negotiations and the Negotiation Team will not be bound by those scores. The Procurement Officer will prepare a report to the Secretary or designee regarding the recommendation of the Negotiation Team.

It is the intent of the Department to contract with either one Vendor per region, one Vendor statewide, or multiple regions to one Vendor. This does not preclude use of subcontractors.

The Department does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it is in the best interest of the State.

The Secretary or designee will approve an award that will provide the best value to the State, based on the Selection Criteria, taking into consideration the recommended award by the Negotiation Team as reflected in the report of the Procurement Officer. In so doing, the Secretary or designee is not required to score the vendors, but will base their decision on the Selection Criteria set forth above.

4.13 Reply Opening

Replies will be publicly opened at the time and date specified in the Timeline. The opening of replies will take place at the Department of Corrections, Bureau of

Support Services, 501 S. Calhoun Street, Tallahassee, Florida. The name of all Vendors submitting replies shall be made available to interested parties upon written request to the Procurement Officer listed in Section 4.1.

4.14 Costs of Preparing Reply

The Department is not liable for any costs incurred by a Vendor in responding to this ITN, including those for oral presentations, if applicable.

4.15 Disposal of Replies

All Replies 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 Reply will not affect this right. Should the Department reject all Replies and issue a re-bid, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071(b), F.S.

4.16 Right to Withdraw Invitation to Negotiate

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

4.17 Right to Reject Reply Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Statement of Qualifications and/or Technical Reply/Service Delivery Narrative or to waive minor irregularities when doing so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the Invitation to Negotiate terms and conditions which does not affect the price proposed, or give the Vendor an advantage or benefit not enjoyed by other Vendors, or does not adversely impact the interests of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so whatsoever.

4.18 Mandatory Site Visits and Pre-Bid Conferences

All interested Vendors, before submitting their replies, must visit the following sites in the area (Region I, Region II, Region III, and Region IV) for which they intend to reply, and become familiar with conditions that may, in any manner, affect the work to be done. If a Vendor plans to submit for a statewide award, they must attend all site visits. **Attendance at the site visits is mandatory.** The Department has set specific dates for the site visits and will not allow visits for individual Vendors or visits at any other time. Interested parties must contact Maggie Agerton at Maggie.Agerton@fdc.myflorida.com at least five business days prior to the site visit listed in the Timeline and furnish them with the following information on all attendees,

including the attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number. **Participation in the Site Visits will be limited to two representatives per organization, per site visit location. These do not have to be the same representatives for all institutions.**

Site visits shall occur according to the following schedule and interested parties shall meet at the main gate for admittance to the facility. The institutions listed below are a representative sample of the various types of facilities the Department currently operates. All Department security procedures shall apply. Each site visit will also include a brief pre-solicitation meeting and afford Vendors the opportunity to ask questions.

Region	Institution	Address	Date	Time
1	Century CI	400 Tedder Road Century, Florida 32535-3659	October 18, 2016	1:00 p.m. (Central Time)
1	Jefferson CI	1050 Big Joe Road Monticello, Florida 32344	October 19, 2016	2:00 p.m. (Eastern Time)
2	Lawtey CI	22298 NE County Road 200B Lawtey, Florida 32058	October 21, 2016	9:00 a.m. (Eastern Time)
2	Columbia Annex	216 S.E. Corrections Way Lake City, Florida 32025	October 21, 2016	2:00 p.m. (Eastern Time)
3	Lowell Annex	11120 NW Gainesville Rd Ocala, Florida 34482	November 1, 2016	9:00 a.m. (Eastern Time)
3	Marion CI	3269 NW 105th Place Ocala, Florida 34482-1479	November 1, 2016	2:00 p.m. (Eastern Time)
4	Okeechobee CI	3420 NE 168 th Street, Okeechobee, FL 34972	November 8, 2016	2:00 p.m. (Eastern Time)
4	Sago Palm Re-Entry Center	500 Bay Bottom Road Pahokee, Florida 33476	November 9, 2016	9:00 a.m. (Eastern Time)

Persons present as attendees must be the same individuals for whom information was provided and must be approved by Department/Institution staff at each site. For security reasons, admittance of any Vendors not previously approved is at the sole

discretion of the Institution and Vendors who did not seek prior approval may be denied access. Attendees must present photo identification at the site.

The site visits are an opportunity to tour each institution and are vital to understanding the desired services sought by the Department. The Department will accept verbal questions during the site visits 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 questions subsequently submitted in writing in accordance with Section 4.3.** This written response will be provided to all prospective Vendors as an addendum to the ITN and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions are for informational purposes only and shall not be binding upon the Department.**

4.19 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu. **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.** Vendors are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.

4.20 No Prior Involvement and Conflicts of Interest

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

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

Acknowledge acceptance on the Attachment V– Pass/Fail Requirement Certification.

The Vendor(s) shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or

perform for, or on behalf of, any officer, agent, or employee of the Vendor(s). No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Vendor(s) 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 ITN.

4.21 State Licensing Requirements

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

4.22 MyFloridaMarketPlace (MFMP) Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace Vendor Information Portal (VIP) system, unless exempted under Rule 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any vendor not registered in the MyFloridaMarketPlace VIP system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace VIP system shall do so within five days of award.

Registration may be completed at: <http://vendor.myfloridamarketplace.com>. Those needing assistance may contact the MyFloridaMarketPlace Customer Service Desk at 866-352-3776 or vendorhelp@myfloridamarketplace.com.

4.23 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.

4.24 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor(s) considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority,

the Vendor(s) must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Vendor(s) on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Vendor(s) submits its response to the solicitation, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Vendor(s) shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Vendor(s) shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor(s) fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Vendor(s) 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.

4.25 Vendor Substitute W-9

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

4.26 Scrutinized Vendors

In accordance with Section 287.135, F.S., agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated quarterly. This list is created pursuant to Section 215.473, F.S., which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

4.27 Disclosure of Reply 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 Vendor or its agents. All replies shall become the property of the Department and shall not be returned to the

Vendor. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a Reply shall not affect this right.

4.28 Posting of Notice of Agency Decision

In regard to any competitive solicitation, the Department shall post a public notice of agency action when the Department has made a decision to award a contract, reject all bids or Replies, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the 72 hour time period). Posting will be made available on the Florida Vendor Bid System at www.myflorida.com (follow link provided in the Timeline).

SECTION 5 – CONTRACT TERMS AND CONDITIONS

5.1 General Contract Conditions

The PUR 1000 is incorporated by reference and may be viewed at the following link: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

5.2 Travel Expenses

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

5.3 Transaction Fee

All payments made under the Contract will be assessed a transaction fee as provided in Section 14 of the PUR 1000. Please review this section for more information regarding the Transaction Fee.

5.4 E-Verify

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

5.5 State Initiatives

5.5.1. Diversity in Contracting

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

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

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

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

5.5.2. Environmental Considerations

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

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 vendor's explanation of its company's hazardous waste plan, and shall explain in detail its handling and disposal of this waste.

5.6 Subcontracts

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

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

5.7 Insurance

The Vendor(s) shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Vendor and the Department under any Contract resulting from this ITN. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additional named insured on the Vendor's insurance related to the Contract. Upon the execution of any Contract resulting from this ITN, the Vendor 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 Vendor(s) is a state agency or subdivision as defined in Section 768.28, F.S., the Vendor(s) shall furnish the Department, upon request, written verification of liability

protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

5.8 Records and Documentation

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

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

5.9 Copyrights, Right to Data, Patents and Royalties

Where activities produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any

manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials 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, F.S., no person, firm or corporation, including parties to the resulting Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

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

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

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

5.10 Independent Contractor Status

The Vendor(s) shall be considered an independent Contractor in the performance of its duties, and responsibilities. The Department shall neither have nor exercise any control or direction over the methods by which the Vendor(s) shall perform its work and functions

other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

5.11 Assignment

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

5.12 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

5.13 Severability

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

5.14 Use of Funds for Lobbying Prohibited

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

5.15 Reservation of Rights

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

5.16 Taxes

The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. Tax exemption number/certificate will be provided upon

request. This exemption does not apply to purchases of tangible personal property made by vendors who use the tangible personal property in the performance of Contracts for the improvement of state owned real property, as defined in Chapter 192, F.S.

5.17 Safety Standards

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

5.18 Americans with Disabilities Act

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

5.19 Employment of Department Personnel

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

5.20 Legal Requirements

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

5.20.1 Programmatic Authority

The Vendor must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

5.20.1.1 The respondent and the Department shall work cooperatively to ensure program integrity and compliance with Department rules, policies and procedures.

5.20.1.2 Any changes in the Scope of Work required to ensure continued compliance with State and Federal laws, statutes or regulations, legal settlement agreement or consent order or department policy, will be made in accordance with Section 5.24, Contract Modifications.

5.20.2 HIPAA Business Associate Agreement

The Vendor will be required to execute a HIPAA Business Associate Agreement and comply with all provisions of State and Federal law regarding confidentiality of patient information, see Attachment IX.

5.20.3 Audit Records

The Vendor 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 ITN, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

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

5.21 Conflict of Law and Controlling Provisions

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

5.22 Financial Specifications

1. **Funding Source**

This project is funded by federal grant funds and general revenue and is contingent upon annual appropriation by the federal government and the state legislature.

2. **Invoicing and Payment of Invoice**

The Contracts resulting from this ITN will be at a fixed-rate hourly rate. The Department will compensate the Vendor for services, as specified in Attachment

III, Price Information Sheet. All charges must be billed in arrears, in accordance with Section 215.422, F.S.

The Department requires a single invoice, on a monthly billing cycle, for services provided. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be accompanied by the required monthly program reports, as outlined in Section 3.8, General Reporting Requirements, and shall be submitted to the Department's Contract Manager, or designee.

The Vendor's invoice shall include its name, mailing address, tax identification (ID) number (FEIN), Contract number, and dates of service.

5.23 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline at 1-800-342-2762.

5.24 Prison Rape Elimination Act (PREA)

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

5.25 Contract Modifications

Unless otherwise stated in the resulting Contract, modifications shall be valid only through execution of a formal Contract amendment.

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

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

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

5.26 Contract Monitoring

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

- Desk review of records related to service delivery maintained at Department facilities serviced by the Contract (shall include any documents and databases pertaining to the Contract and may be based on all documents and data or a sampling of same whether random or statistical);
- On-site review of records maintained at Vendor's business location;
- Interviews with Vendor and/or Department staff;
- Review of grievances filed by inmates regarding Vendor's service delivery; and
- Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies

A Contract Monitoring tool will be developed and administered by the Department, in accordance with the requirements in this Contract. The monitoring tool will be utilized in review of the Vendor's performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

To ensure the Contract Monitoring process is conducted in the most efficient manner, the Department has established a Vendor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Vendor shall complete the Self-Certification of Compliance checklist within 30 days of execution of the Contract resulting from this ITN and forward the original to the Contract Manager.

The Department's Contract Monitor or designee will provide a written monitoring report to the Vendor within three weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction where feasible.

Within ten days of receipt of the Department's written monitoring report (which may be transmitted by email), the Vendor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed 30 days from the date of receipt of the monitoring report by the Vendor. CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Vendor shall have five days from the receipt of such written rejection to submit a revised CAP; this will **not** increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified or

the Department will impose financial consequences, as appropriate. The Contract Manager, Contract Monitoring Team, or other designated Department staff may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

5.27 Rights to Examine, Audit and Administer Resources

The Vendor will permit online and onsite visits by Department's authorized employees, officers, inspectors and agents during an administrative or criminal investigation. The process can begin with either declaration of a computer security incident (CSIRT) from the Department's CIO or Information Security Officer or directly from the Department's Inspector General.

The Vendor will make available any and all operating system computer logs generated by the mainframe, servers, routers and switches as requested. If requested the Vendor will provide the Department with administrative level on-line access to the server console interfaces and logs.

Right to Audit: The Vendor will permit and facilitate both physical and virtual access to the mainframe, servers, intrusion prevention system, firewalls, routers and switches by the Department's authorized audit staff or representatives. Such access may include both internal and external security scans of those resources.

In certain criminal investigations it may be necessary for the Department to seize control of the mainframe or servers for the purpose of evidentiary control, pursuant to Sections 20.055 and 944.31, F.S.

5.28 Financial Consequences

By executing any Contract that results from this ITN, the Vendor expressly agrees to the imposition of financial consequences, in addition to all other remedies available to the Department by law.

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

5.29 Contract Expiration (Responsibilities of Vendor)

At termination of the Contract resulting from this procurement, regardless of the reason for termination, the Vendor will return all data owned by the State in a standard electronic format of the State's choosing. This shall be done no later than 30 days after termination of the Contract. Once all data has been returned and accepted by the State, the Vendor shall erase, destroy, and render unrecoverable all State-owned data and certify in writing that these actions have been completed and that destruction has been performed according to National Institute of Standards, Special Publication 800-88, "Guidelines for Media Sanitization" (2006). This shall be done within 14 days of acceptance of the data by the State.

5.30 Default

Failure to adhere to Contract terms and conditions may be handled in accordance with Rule 60A-1.006, F.A.C. The Department may take any other actions deemed necessary and appropriate to make the State whole in the event of such default.

5.31 Termination

5.31.1 Termination at Will

Any Contract resulting from this ITN may be terminated by the Department upon no less than 30 calendar days' notice and by the Vendor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

5.31.2 Termination Due to Lack of Funds

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

5.31.3 Termination for Cause

If a breach of the Contract resulting from this solicitation occurs by the Vendor, the Department may, by written notice to the Vendor, terminate the Contract resulting from this solicitation upon 24 hours notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. If applicable,

the Department may employ the default provisions in Chapter 60A-1, F.A.C. The provisions herein do not limit the Department's right to remedies at law or to damages.

5.31.4 Termination for Unauthorized Employment

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

5.32 Retention of Records

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

5.33 Indemnification

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

5.34 Inspector General

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

5.35 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Vendor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

5.36 Performance Guarantee

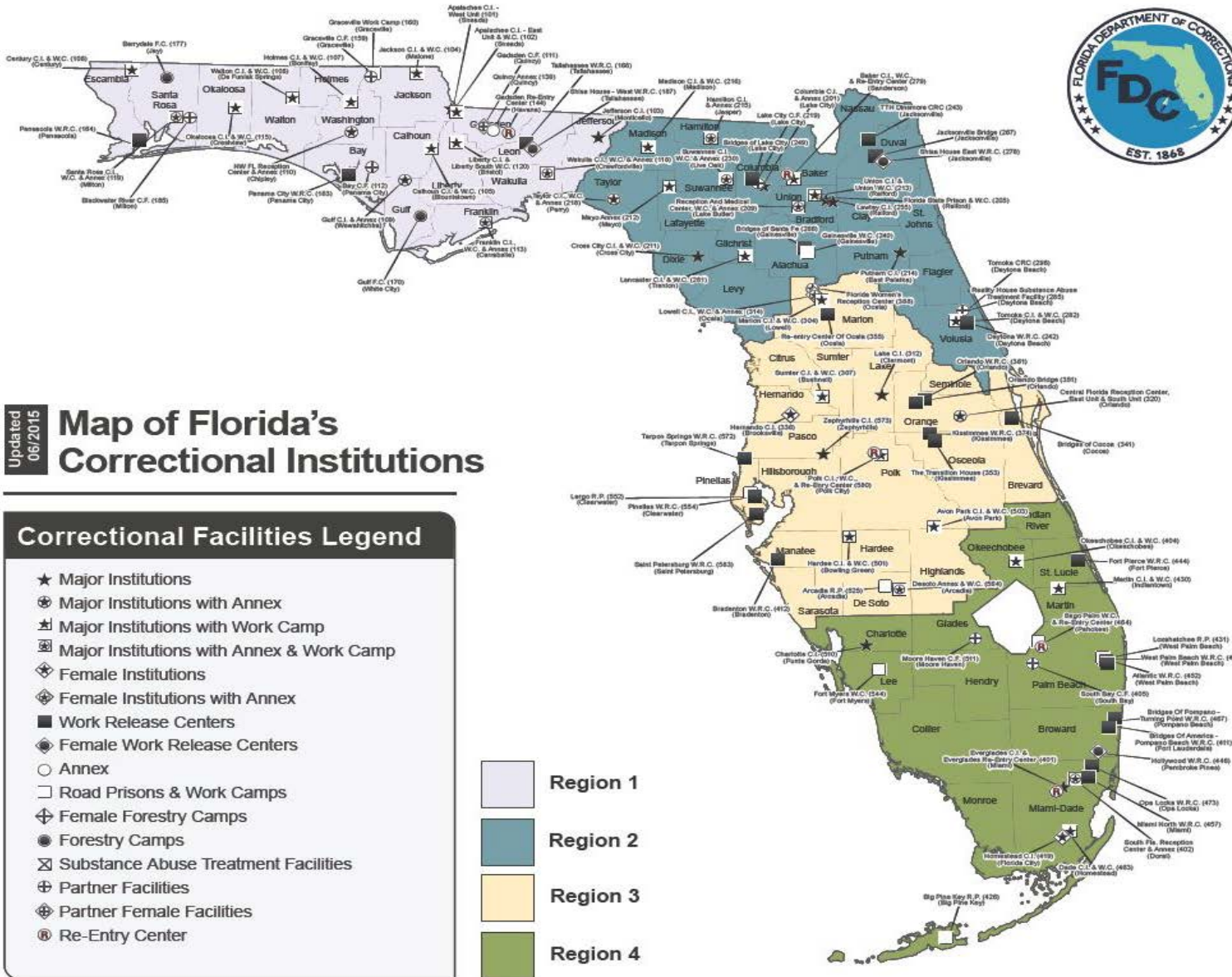
The Vendor shall furnish the Department with a Performance Guarantee in the amount of \$1,500,000, per region, on an annual basis, for a time frame equal to the term of the Contract.

The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of the Contract which may result from this ITN. No payments shall be made to the Vendor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Vendor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

Based upon Vendor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining contract period, including the renewal.

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ATTACHMENT I- MAP OF REGIONS AND CORRESPONDING FACILITIES



ATTACHMENT II-ALL INSTITUTIONS AND SATELLITE FACILITIES

Region	Facility Name	Address
1	APALACHEE C.I.-EAST UNIT	Physical: 35 APALACHEE DRIVE SNEADS, FL 32460-0000
1	APALACHEE WEST UNIT	Physical: 52 WEST UNIT DRIVE SNEADS, FL 32460-0000
1	BERRYDALE FORESTRY CAMP	Physical: 6920 HWY 4 JAY, FL 32565-0000
1	CALHOUN C.I.	Physical: 19562 SE INSTITUTION DRIVE BLOUNTSTOWN, FL 32424-9700
1	CALHOUN WORK CAMP	Physical: 19564 INST. DRIVE BLOUNTSTOWN, FL 32424-0000
1	CENTURY C.I.	Physical: 400 TEDDER ROAD CENTURY, FL 32535-0000
1	CENTURY WORK CAMP	Physical: 400 TEDDER ROAD CENTURY, FL 32535-0000
1	FRANKLIN C.I.	Physical: 1760 HIGHWAY 67N CARRABELLE, FL 32322-0000
1	FRANKLIN WORK CAMP	Physical: 1760 HWY 67 NORTH CARABELLE, FL 32322-0000
1	GADSDEN RE-ENTRY CENTER	Physical: 540 OPPORTUNITY LANE HAVANA, FL 32357-0000
1	GULF C.I.	Physical: STEELE ROAD WEWAHITCHKA, FL 32465-0010

1	GULF ANNEX	Physical: 500 IKE STEEL ROAD WEWAHITCHKA, FL 32465-0010
1	GULF FORESTRY CAMP	Physical: 3222 DOC WHITFIELD RD. WHITE CITY, FL 32465-0000
1	HOLMES C.I.	Physical: 3142 THOMAS DRIVE BONIFAY, FL 32425-4238
1	HOLMES WORK CAMP	Physical: 3182 THOMAS DRIVE BONIFAY, FL 32425-4238
1	JACKSON C.I.	Physical: 5563 10TH STREET MALONE, FL 32445-3144
1	JACKSON WORK CAMP	Physical: 5607 10TH STREET MALONE, FL 32445-9998
1	JEFFERSON C.I.	Physical: 1050 BIG JOE ROAD MONTICELLO, FL 32344-9745
1	LIBERTY C.I.	Physical: LIBERTY COUNTY RD. 1641 BRISTOL, FL 32321-9711
1	LIBERTY SOUTH UNIT	Physical: LIBERTY COUNTY RD. 1641 BRISTOL, FL 32321-9711
1	NORTH WEST FLORIDA RECEPTION CENTER (NWFRC)- MAIN UNIT	Physical: STATE ROAD 279 (4455 SAM MITCHELL ROAD) CHIPLEY, FL 32428-3597
1	NWFRC ANNEX	Physical: STATE ROAD 279 (4455 SAM MITCHELL ROAD) CHIPLEY, FL 32428-3597
1	OKALOOSA C.I.	Physical: 3189 COLONEL GREG MALLOY ROAD CRESTVIEW, FL 32539-0000

1	OKALOOSA WORK CAMP	Physical: 3189 COLONEL GREG MALLOY ROAD CRESTVIEW, FL 32539-6708
1	QUINCY ANNEX	Physical: HWY. 267 SOUTH (2225 PAT THOMAS PARKWAY) QUINCY, FL 32351-0000
1	SANTA ROSA C.I.	Physical: 5850 E. MILTON ROAD MILTON, FL 32583-0000
1	SANTA ROSA ANNEX	Physical: 5850 E. MILTON ROAD MILTON, FL 32583-0000
1	SANTA ROSA WORK CAMP	Physical: 5850 E. MILTON ROAD MILTON, FL 32583-0000
1	WAKULLA C.I.	Physical: 110 MELALEUCA DR. CRAWFORDVILLE, FL 32327-0000
1	WAKULLA ANNEX	Physical: 110 MELALEUCA DR. CRAWFORDVILLE, FL 32327-0000
1	WAKULLA WORK CAMP	Physical: 110 MELALEUCA DR. CRAWFORDVILLE, FL 32327-0000
1	WALTON C.I.	Physical: 691 INSTITUTION ROAD DEFUNIAK SPRINGS, FL 32433-0000
1	WALTON WORK CAMP	Physical: 301 INSTITUTION ROAD DEFUNIAK SPRINGS, FL 32433-0000
2	TAYLOR C.I.	Physical: 8501 HAMPTON SPRINGS ROAD PERRY, FL 32348-0000
2	TAYLOR ANNEX	Physical: 8501 HAMPTON SPRINGS ROAD PERRY, FL 32348-0000

2	TAYLOR WORK CAMP	Physical: 8501 HAMPTON SPRINGS ROAD PERRY, FL 32348-0000
2	BAKER C.I.	Physical: 20706 US HWY 90 WEST SANDERSON, FL 32087-0000
2	BAKER RE-ENTRY CENTER	Physical: 20706 U.S. Highway 90 West SANDERSON, FL 32087-2359
2	BAKER WORK CAMP	Physical: 20706 US HWY 90 WEST SANDERSON, FL 32087-0000
2	COLUMBIA C.I.	Physical: 216 S.E. CORRECTIONS WAY LAKE CITY, FL 32025-0000
2	COLUMBIA ANNEX	Physical: 216 S.E. CORRECTIONS WAY LAKE CITY, FL 32025-0000
2	COLUMBIA WORK CAMP	Physical: 216 S.E. CORRECTIONS WAY LAKE CITY, FL 32025-0000
2	CROSS CITY C.I.	Physical: 568 N.E. 255TH STREET CROSS CITY, FL 32628-0000
2	CROSS CITY EAST UNIT	Physical: 568 N.E. 255TH STREET CROSS CITY, FL 32628-0000
2	CROSS CITY WORK CAMP	Physical: 568 N.E. 255TH STREET CROSS CITY, FL 32628-0000
2	FLORIDA STATE PRISON (FSP)	Physical: 7819 NW 228 STREET RAIFORD, FL 32026-0000
2	FSP WEST UNIT	Physical: 7819 NW 228 STREET RAIFORD, FL 32026-0000
2	GAINESVILLE WORK CAMP	Physical: 1000 NE 55TH BLVD. GAINESVILLE, FL 32609-0000
2	HAMILTON C.I.	Physical: 10650 SW 46TH ST JASPER, FL 32052-0000
2	HAMILTON ANNEX	Physical: 10650 SW 46TH ST JASPER, FL 32052-0000

2	HAMILTON WORK CAMP	Physical: 10650 SW 46TH ST JASPER, FL 32052-0000
2	LANCASTER C.I.	Physical: 3449 SW SR 26 TRENTON, FL 32693-0000
2	LANCASTER WORK CAMP	Physical: 3449 SW SR 26 TRENTON, FL 32693-0000
2	LAWTEY C.I.	Physical: 22298 NE CR 200-B, LAWTEY RAIFORD, FL 32026-0000
2	MADISON C.I.	Physical: 382 SW MCI WAY MADISON, FL 32340-2695
2	MADISON WORK CAMP	Physical: 382 SW MCI WAY MADISON, FLORIDA, FL 32340-0000
2	MAYO C.I. ANNEX	Physical: 8784 US 27 WEST MAYO, FL 32066-0000
2	MAYO WORK CAMP	Physical: 8784 US 27 WEST MAYO, FL 32066-0000
2	NEW RIVER C.I.	Physical: 8000 NW 80TH PLACE RAIFORD, FL 32083-000
2	PUTNAM C.I.	Physical: 128 YELVINGTON ROAD EAST PALATKA, FL 32131-0000
2	RECEPTION AND MEDICAL CENTER (RMC)	Physical: 7765 S COUNTY RD 231 LAKE BUTLER, FL 32054-0000
2	RE-ENTRY CENTER OF OCALA	Physical: 2006 N.E. 8TH ROAD OCALA, FL 34470-0000
2	SUWANNEE C.I	Physical: 5964 U.S. HIGHWAY 90 LIVE OAK, FL 32060-0000
2	SUWANNEE ANNEX	Physical: 5964 U.S. HIGHWAY 90 LIVE OAK, FL 32060-0000
2	SUWANNEE WORK CAMP	Physical: 5964 U.S. HIGHWAY 90 LIVE OAK, FL 32060-0000

2	TOMOKA C.I.	Physical: 3950 TIGER BAY ROAD DAYTONA BEACH, FL 32124-0000
2	TOMOKA WORK CAMP	Physical: 3950 TIGER BAY ROAD DAYTONA BEACH, FL 32124-0000
2	UNION C.I.	Physical: HWY 16 NW OF STARKE (7819 NW 228TH STREET) RAIFORD, FL 32026-4000
2	UNION WORK CAMP	Physical: HWY 16 NW OF STARKE (7819 NW 228TH STREET) RAIFORD, FL 32026-4000
3	MARION C.I.	Physical: 3269 NW 105TH. STREET LOWELL, FL 32663-0158
3	MARION WORK CAMP	Physical: 3269 NW 105TH. STREET LOWELL, FL 32663-0158
3	FLORIDA WOMEN'S RECEPTION CENTER	Physical: 3700 NW 111TH PLACE OCALA, FL 34482-0000
3	LOWELL C.I.	Physical: 11120 NW GAINESVILLE ROAD OCALA, FL 34482-1479
3	LOWELL ANNEX	Physical: 11120 NW GAINESVILLE ROAD OCALA, FL 34482-1479
3	LOWELL WORK CAMP	Physical: 11120 NW GAINESVILLE ROAD OCALA, FL 34482-1479
3	ARCADIA ROAD PRISON	Physical: 2961 NW COUNTY ROAD #661 ARCADIA, FL 34266-0000
3	AVON PARK C.I.	Physical: 8100 HIGHWAY 64 EAST AVON PARK, FL 33825-0000
3	AVON PARK WORK CAMP	Physical: 8100 HIGHWAY 64 EAST AVON PARK, FL 33825-0000
3	CENTRAL FLORIDA RECEPTION CENTER (CFRC)	Physical: 7000 H.C. KELLEY RD. ORLANDO, FL 32831-2518

3	CFRC-EAST	Physical: 7000 H.C. KELLEY RD. ORLANDO, FL 32831-2518
3	CFRC-SOUTH	Physical: 7000 H.C. KELLEY RD. ORLANDO, FL 32831-2518
3	DESOTO ANNEX	Physical: 13617 SE HWY 70 ARCADIA, FL 34266-0000
3	DESOTO WORK CAMP	Physical: 13617 SE HIGHWAY 70 ARCADIA, FL, FL 34266-0000
3	HARDEE C.I.	Physical: 6901 STATE ROAD 62 BOWLING GREEN, FL 33834-9810
3	HARDEE WORK CAMP	Physical: 6899 S.R. 62 BOWLING GREEN, FL 33834-9810
3	HERNANDO C.I.	Physical: 16415 SPRING HILL DRIVE BROOKSVILLE, FL 34604-8167
3	LAKE C.I.	Physical: 19225 U. S. HWY 27 CLERMONT, FL 34715-9025
3	LARGO ROAD PRISON	Physical: 5201 ULMERTON ROAD CLEARWATER, FL 33760-4091
3	POLK C.I.	Physical: 10800 EVANS ROAD POLK CITY, FL 33868-6925
3	POLK WORK CAMP	Physical: 10800 EVANS ROAD POLK CITY, FL 33868-6925
3	SUMTER C.I.	Physical: 9544 COUNTY ROAD 476B BUSHNELL, FL 33513-0000
3	SUMTER ANNEX	Physical: 9544 COUNTY ROAD 476 B BUSHNELL, FL 33513-0000
3	SUMTER B.T.U.	Physical: 9544 COUNTY ROAD 476 B BUSHNELL, FL 33513-0000
3	SUMTER WORK CAMP	Physical: 9544 COUNTY ROAD 476 B BUSHNELL, FL 33513-0000

3	ZEPHYRHILLS C.I.	Physical: 2739 GALL BOULEVARD ZEPHYRHILLS, FL 33541-9701
4	CHARLOTTE C.I.	Physical: 33123 OIL WELL RD. PUNTA GORDA, FL 33955-0000
4	DADE C.I.	Physical: 19000 SW 377TH STREET FLORIDA CITY, FL 33034-0000
4	EVERGLADES C.I.	Physical: 1599 S.W. 187TH AVENUE MIAMI, FL 33194-0000
4	EVERGLADES RE-ENTRY CENTER	Physical: 1601 SW 187TH AVENUE MIAMI, FL 33194-0000
4	FORT PIERCE C.R.C.	Physical: 1203 BELL AVENUE FORT PIERCE, FL 34982-6599
4	FT. MYERS WORK CAMP	Physical: 2575 ORTIZ AVE. FT. MYERS, FL 33905-1107
4	HOMESTEAD C.I.	Physical: 19000 S.W. 377 STREET FLORIDA CITY, FL 33034-6409
4	LOXAHATCHEE R.P.	Physical: 230 SUNSHINE ROAD WEST PALM BEACH, FL 33411-0000
4	MARTIN C.I.	Physical: 1150 SW ALLAPATTAH RD INDIANTOWN, FL 34956-0000
4	MARTIN WORK CAMP	Physical: 100 SW ALLAPATTAH RD INDIANTOWN, FL 34956-0000
4	OKEECHOBEE C.I.	Physical: 3420 NE 168TH STREET OKEECHOBEE, FL 34972-0000
4	OKEECHOBEE WORK CAMP	Physical: 3420 NE 168TH STREET OKEECHOBEE, FL 34972-4824
4	SOUTH FLORIDA RECEPTION CENTER (SFRC)	Physical: 14000 N.W. 41ST STREET DORAL, FL 33178-3003
4	S.F.R.C SOUTH UNIT	Physical: 13910 NW 41ST STREET DORAL, FL 33178-3014

4	SAGO PALM RE-ENTRY CENTER	Physical: 500 BAY BOTTOM ROAD PAHOKEE, FL 33476-0000
4	BIG PINE KEY R.P.	Physical: 450 KEY DEER BOULEVARD BIG PINE KEY, FL 33043-0000

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**ATTACHMENT III-PRICE INFORMATION SHEET
FDC ITN-17-112**

For the Price Sheet, Vendors shall provide the number of positions required to provide all services in this ITN, the number of hours per position and the proposed hourly rate. In case of discrepancies in the total, hourly rates will prevail.

Region Included in Reply: _____

Category	Number of Positions	Annual Hours Per Position	Proposed Hourly Rate (Original Term)	Proposed Hourly Rate (Renewal Term)
Program Director			\$	\$
Clinical Supervisor			\$	\$
Counselor			\$	\$
Prevention Counselor			\$	\$
Aftercare Counselor			\$	\$
Academic Teacher			\$	\$
Clinical Support			\$	\$
Clerical			\$	\$
			\$ TOTAL A	\$ TOTAL B

GRAND TOTAL HOURLY RATE (TOTAL A+TOTAL B): _____

All calculations will be verified for accuracy by the Office of Administration, Bureau of Support Services staff.

VENDOR NAME

FEIN #

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**ATTACHMENT IV – PASS/FAIL REQUIREMENT CERTIFICATION
AND NON-COLLUSION CERTIFICATION
FDC ITN-17-112**

1. Business/Corporate Experience

The Vendor has a minimum of three years experience, within the last five years, in providing licensed substance abuse treatment services. The Vendor has experience in the provision of licensed substance abuse treatment services for an aggregate patient population of, at least 1,000 inmate patients at any one time in prison, jail or other comparable substance abuse treatment services setting.

2. Prime Vendor

This is to certify that the Respondent will act as the prime Contractor to the Department for all services provided under the Contract that results from this ITN.

3. Performance Bond

This is to certify that the Respondent is able to demonstrate their ability to meet the performance bond requirements prior to execution of a Contract, the Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount of \$1.5 million, per region. The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).

4. Reply Bond

This is to certify that the Respondent will deliver to the Department a Reply bond or check in the amount of \$500,000 dollars. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.

5. Meets Legal Requirements

This is to certify that the Respondent's proposed offering and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

6. MyFloridaMarketPlace Registration and Transaction Fee

Respondent is registered, or will agree to register, in MFMP before execution of the prospective Contract. SEE PUR 1000, SECTION 14. The 1% transaction applies to this Contract and is detailed in PUR 1000.

7. Financial Stability

This is to certify that the Respondent attests to its positive financial standing and that the Respondent's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

8. Statement of No Inducement:

This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Reply with regard to this ITN. Furthermore this is to certify that the Reply 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 Reply.

9. Statement of Non-Disclosure:

This is to certify that neither the price(s) contained in this Reply, nor the approximate amount of this Reply have been disclosed prior to award, directly or indirectly, to any other Vendor or to any competitor.

10. Statement of Non-Collusion:

This is to certify that the prices and amounts in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Vendor or with any competitor and not for the purpose of restricting competition.

Dated _____ day of _____ 2016.

Name of Organization: _____

Signed by: _____

Print _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete

Subscribed and sworn _____ day of _____ 2016.

Personally _____ OR Produced _____ Type of Identification _____

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT V
BUSINESS REFERENCE FORM
FDC RFP-17-112**

Vendor Name: _____

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

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Signature of Authorized Representative

**ATTACHMENT VI – SUBCONTRACTING FORM
FDC ITB-17-112**

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the resultant Contract, should the Respondent be awarded. Submission of this form does not indicate the Department’s approval of such subcontractor(s), but provides the Department with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Service: _____

Company Name: _____

FEIN: _____

Contact: _____

Address: _____

Telephone: _____

Email address:

Current Registered as Certified Minority Business Enterprise (CMBE), Women-Owned Business (WBE), or Florida Veteran-Owned Business? Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

ATTACHMENT VII – RESPONDENT’S CONTACT INFORMATION
FDC ITN-17-112

The Respondent shall identify the contact information as described below.

For solicitation purposes, the Respondent’s contact person shall be:

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

Name:	_____	_____
Title:	_____	_____
Address:	_____	_____
	_____	_____
Telephone:	_____	_____
Fax:	_____	_____
Email:	_____	_____

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**ATTACHMENT VIII – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC ITN-17-112**

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

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

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

Company Name: _____

VENDOR'S SIGNATURE

(Form revised 11/10/15)

**ATTACHMENT IX – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
FDC ITB-17-112**

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 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. § 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. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.
- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this Contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

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

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that 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.

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ATTACHMENT X – DEPARTMENT RULES FOR PROGRAM PARTICIPANTS FDC ITN-17-112

The below rules are found within Department Procedure 507.401 and summarized below.

Cardinal Rules

1. Remain Drug and Alcohol Free; No Drug Paraphernalia
2. No Acts of Violence
3. No Sexual Contact with another Person
4. No Possession or Use of Weapons
5. Breach of Confidentiality outside the Program

Major Program Rules

1. No Threats of Violence
2. No Sexual Activity
3. No Theft or Vandalism
4. No Gang Activity; Graffiti; or Recruiting
5. No Racial, Ethnic, or Sexual Slurs
6. No Gambling
7. No Disrespect of Others
8. No Misuse of Over-The-Counter Medication
9. No Bartering, Selling, or Exchanging Money, Goods or Services
10. No Intimidation
11. Follow Staff Directives
12. Breach of Confidentiality Outside Any Group (Residential Therapeutic Community Only)
13. Must Attend and Actively Participate in All Program Activities

General Program Rules

1. Comply with All Rules of the Department and the Institution/Facility
2. Inmates Must Have Authorization to Move Among Buildings During Program Hours
3. Inmates Must Keep All Call-outs and Appointments
4. Inmates Must Sign In and Out When Required
5. Must Wear Name Badge When Required
6. Timely Attendance at All Program Activities
7. Wear Designated Clothing at All Times
8. Radios Only in Authorized Areas at Authorized Times
9. Bed Must Be Made Before Leaving Dorm (Residential Therapeutic Community Only)
10. No Nudity Except in Showers or Changing Areas (Residential Therapeutic Community Only)
11. No Lying
12. No Horseplay
13. No Falsifying Documents/Records for Self or Others
14. No Food or Drink in Unauthorized Areas
15. No Profanity Directed at Another Person
16. No Loitering Where Unauthorized
17. No Sunglasses Inside Buildings Unless Medically Authorized

Group Rules

1. Be Prepared in All Group Activities with Paper, Pencil and Other Required Materials
2. Do Not Prop Feet on Chairs or Any Other Furniture
3. Listen Attentively To Everyone Who Shares

4. Leave Group and Class Areas Neat and Orderly Upon Completion of Session
5. Only One Person May Speak at a Time
6. You May Not Leave Group Unless Authorized
7. No War Stories or Personal Views on Religion or Politics
8. No Sleeping In Class or in Group
9. All Cardinal Rules, Major Program Rules and General Program Rules apply to all substance abuse program inmates during all groups.