



Request for Quote (RFQ)
RFQ-19-023
Residential Substance Use Disorder Treatment and
Behavioral Health Program with Co-Occurring Mental Health Disorder Overlay
Services
Judicial Circuit 17-Broward County

1.0 Overview

1.1. Background and Purpose

Section 945.025(1), Florida Statutes (F.S.), gives the Florida Department of Corrections (Department) responsibility for the supervision of offenders. As of June 30, 2018, the State of Florida has a current total offender population of approximately 166,444, all of whom are under community supervision.

The Department is seeking qualified Vendors to provide a Residential Substance Use Disorder Treatment and Behavioral Health Program with Co-Occurring Mental Health Disorder Overlay Services, in Judicial Circuit 17, Broward County, Florida. These services shall be made available to male and female offenders, as specified in this RFQ. Preference will be given to Vendors that can provide a Residential Substance Use Disorder Treatment and Behavioral Health Program with Co-Occurring Mental Health Disorder Overlay Services.

The Residential Substance Use Disorder Treatment and Behavioral Health Program with Co-Occurring Mental Health Disorder Overlay Services (Program) is a community-based program for offenders in need of these services. These service providers must be licensed in accordance with Chapter 65D-30, Florida Administrative Code (F.A.C.), and any subsequent revisions, as a Residential Level II Substance Use Disorder Treatment Program. The goal of the Program is to offer services and treatment interventions, in a supervised and treatment-supported environment, to motivate and assist offenders in their personal recovery from substance use and co-occurring mental health disorders, allowing them to reintegrate and obtain employment in the community. The successful Vendor shall also utilize a Trauma Informed Care Approach in the delivery of services.

Offenders receiving services under any resultant Contract must be referred and approved by the Department. When an offender engages in the Department's licensed residential substance use disorder treatment program, the offender receives intensive substance use disorder treatment and re-entry/employment services. The offender will also receive co-occurring mental health disorder overlay services, if applicable, to the offender's individual needs.

The Department is requesting Quotes from qualified Vendors who have a minimum of three (3) years business/corporate experience, within the last five (5) years, in the provision of Residential Substance Use Disorder Treatment and Behavioral Health Programs with Co-Occurring Mental Health Disorder Overlay Services, to the criminal justice population.

The Department intends to award one (1) or more Contracts resulting from this RFQ, in Judicial Circuit 17, Broward County, as described in the Mandatory Service Site Location table below. Vendors must propose a site located within Broward County to be considered for an awarded Contract. The Department prefers Vendors that can provide both male and female beds with co-occurring mental health treatment services as described in this RFQ. Vendors proposing programs in Judicial Circuit 17, Broward County, must have the capacity to fully implement programming on or before January 1, 2020.

Offenders receiving services must be those under community supervision with the Department, who are: 1) court ordered by the sentencing or releasing authority; 2) required by or through Interstate Compact; 3) required by a pre-trial intervention program; or 4) referred by the Probation Officer as a result of a Department-identified need for substance use disorder treatment. All offenders must be pre-approved for services by the Department.

Judicial Circuit	Mandatory Service Site Location	Estimated Number of Contracted Beds	Anticipated Contract Start Date
17	Within Broward County	86	07/01/2019

The current Statewide average per diem rate for a residential bed is \$50.89 per day, per occupied bed. The current Statewide average per diem rate for a residential bed with co-occurring services is \$61.96 per day. The Department will not pay more than \$15.00 over the proposed residential rate for co-occurring services (see Attachment II, Price Sheet).

The per diem, per occupied bed, will be paid to the successful Vendor on the day of admission, but not on the day of discharge.

To submit a Quote for Judicial Circuit 17, Vendors must have a current site location or a proposed site location within Broward County, that will be fully operational on or before January 1, 2020.

1.2 Facility/Site Requirements Certification/Attestation

Prior to final Contract execution and implementation of services, the Department will verify that the Vendor’s facility has complied with Attachment III, Facility/Site Requirements Certification/Attestation, all applicable county and city zoning requirements, and all the requirements of this RFQ. The Vendor must complete and return Attachment III when submitting their response to this RFQ.

1.3 Term

As a result of the RFQ, the successful Vendor will be awarded a Contract with the initial term of three (3) years.

1.4 Contract Renewal

The Department may renew the resulting Contract for up to three (3) years, or portions thereof, in accordance with Section 287.057(13), F.S., at the same prices, terms, and conditions. If the Department makes the determination to renew a resulting Contract, it will provide written notice to the Vendor no later than 90 days prior to the resulting Contract expiration date.

1.5 Service Implementation

The Vendor must have the capacity to implement service delivery, as described in this RFQ, on or before January 1, 2020.

1.6 Instructions to Respondents

All responses to this RFQ should be sent to purchasing@fdc.myflorida.com by 5:00 p.m., Eastern Time, on March 15, 2019.

Any questions that may arise related to this RFQ should be directed, in writing, to Tammy Davis at purchasing@fdc.myflorida.com.

1.7 Definitions

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

1.7.1 Breach of Contract: A failure of the Vendor(s) to perform in accordance with the terms and conditions of the resultant Contract.

1.7.2 Clinical File: The file developed and maintained by the Vendor, for each offender in Residential Substance Use Disorder Treatment services, that contains clinical substance use disorder treatment information in accordance with Chapter 65D-30, F.A.C., 42 Code of Federal Regulations (C.F.R.), Part 2, Subsection 397.501(7), F.S., and additional programmatic requirements for each offender.

1.7.3 Community Based Residential Treatment Program Guide (Guide): The Department's "Community Based Residential Treatment Program, A Guide to Services and Program Requirements," hereinafter referred to as the "Guide," Attachment V, and any subsequent revisions thereto.

1.7.4 Community Supervision Program Referral (Form DC5-404): The Department-required Form that serves as the official record for an offender's file and is used to document treatment referral, evaluation, outcome, and discharge. The form may be completed and submitted in an electronic format.

1.7.5 Comprehensive Program Evaluation: An in-depth Contract compliance monitoring technique, conducted a minimum of once per Fiscal Year (FY) by the Department's Contract Manager, or designee, completed to document the Vendor's compliance with the terms of the resultant Contract, and to evaluate overall Program functioning. The frequency of monitoring will be at the discretion of the Department's Contract Manager, or designee, in accordance with the Department's procedures.

1.7.6 Contract: The agreement between the successful Vendor(s) and the Department resulting from this RFQ, including any Purchase Order that may be issued by the Department to the successful Vendor(s).

1.7.7 Contract Manager: The person designated by the Department as responsible for performance oversight of the resultant Contract.

1.7.8 Contract Non-Compliance: Failure to meet or comply with any requirement or term of the resultant Contract.

1.7.9 Contract Quality Assurance Program Manager: The Department staff person responsible for the oversight of all quality assurance aspects of the resultant Contract.

1.7.10 Co-Occurring Mental Health Disorder Programs: Programs that are designed to, and have the capability to, treat individuals with a diagnosis of a substance use treatment disorder and a concurrent diagnosis of a psychiatric disorder.

1.7.11 Corrective Action Plan (CAP): A Vendor's written comprehensive plan to remedy deficiencies discovered during resultant Contract monitoring and/or at any time during the term of the resultant Contract.

1.7.12 DC Number: The Florida Department of Corrections Identification Number assigned to an offender.

1.7.13 Deliverables: Those services, items, and/or materials provided, prepared and, delivered to the Department during the resultant Contract performance. Deliverables are specifically described in Section 2.16 of this RFQ.

1.7.14 Department: The Florida Department of Corrections (FDC).

1.7.15 Evaluation Methodology: The process utilized by the Department to evaluate Quotes received from qualified Vendors.

1.7.16 Evidenced-Based Practices: Service approaches, or utilization of curriculums, that have been validated by some form of documented scientific evidence, and have specific outcome measures. Evidenced-based practices and/or curriculums stand in contrast to approaches that are based on tradition, convention, belief, and/or anecdotal evidence.

1.7.17 HIPAA: The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requires the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The awarded Vendor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.

1.7.18 Individual Treatment Plan: An individualized, written plan of action that directs treatment services, and is based on an assessment and input from the offender. This Plan also establishes goals and corresponding measurable objectives, time frames for completing objectives, and the type and frequency of services to be provided.

1.7.19 Initial Treatment Plan: A preliminary, written plan of goals and objectives intended to inform the offender of service expectations, and to prepare the offender for service provision.

1.7.20 Licensed Clinician: Individuals licensed by the Florida Department of Health (DOH) pursuant to Chapter 490 or 491, F.S., and authorized to evaluate, assess, diagnose, and treat emotional and mental health disorders.

1.7.21 Licensure: The statutory or regulatory authority to provide substance use disorder treatment programs to offenders.

1.7.22 Licensure Inspection: An on-site inspection, conducted by the Florida Department of Children and Families (DCF), 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.

1.7.23 Local Quality Assurance Coordinator: A specific Department staff member located in the field/region, designated by the Contract Quality Assurance Manager, or designee, to assist in monitoring the performance of the Vendor under a resultant Contract.

1.7.24 Occupied Bed: A bed occupied by a Department-approved offender.

1.7.25 Primary Counselor: An employee who is part of the Vendor's clinical staff, and who has primary responsibility for delivering and coordinating clinical services for specific offenders.

1.7.26 Prison Rape Elimination Act (PREA): Refers to Part 115 of Title 28 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.

1.7.27 Qualified Professional: A physician licensed under Chapter 458 or 459, F.S., a practitioner licensed under Chapter 490 or 491, F.S., or a person who is certified through a Department-recognized certification process, as provided for in Subsection 397.311(34) and Section 397.416, F.S. Individuals

who are certified are permitted to serve in the capacity of a Qualified Professional, but only within the scope of their certification.

1.7.28 Quality Improvement Program: A systematic and organized approach to monitor and continuously improve the quality of services to maintain, restore, or improve outcomes in individuals and populations throughout a system of care.

1.7.29 Recovery Capital: The internal and external resources necessary for an offender to achieve and maintain recovery from substance use disorder as well as make behavioral changes. Recovery Capital recognizes that a variety of elements can support or jeopardize recovery; these include social networks, physical, human, cultural, and community issues. Recovery capital differs from individual to individual and may change over time.

1.7.30 Relapse Prevention: A type of substance use disorder treatment program that includes therapeutic activities designed to foster greater awareness of the offender's substance use disorder patterns, warning signs of regression, and coping skills to support recovery from substance use disorder.

1.7.31 Responsible Vendor: A Vendor who has the capability in all respects to fully perform the resultant Contract requirements, and the integrity and reliability that will assure good faith performance.

1.7.32 Risk Behavioral Interventions: Interventions that are concerned with the reduction in risk and the change in behaviors.

1.7.33 Service Area: The State's Judicial Circuit, wherein the services requested in this RFQ are required to be delivered by the Department.

1.7.34 SPECTRUM: The Department's Risk Needs Assessment tool that is utilized to identify an offender's criminogenic needs.

1.7.35 Subcontract: An agreement entered into by the Vendor with any other person or organization that agrees to perform any obligation for the Vendor under the terms of the resultant Contract.

1.7.36 Subsistence: A Department-approved fee that the Vendor may charge to offenders in the Employment/Re-entry Component of the Program who are employed full-time in the community. This may be charged when they begin employment and may not be retroactive to the date of Program entry.

1.7.37 Successful Vendor: A legally qualified corporation, partnership, or other entity, that will be performing as the Vendor under any Contract resulting from this RFQ.

1.7.38 Trauma Informed Care Approach: Services that are delivered in a way that avoids inadvertent re-traumatization and facilitates client empowerment and participation in treatment. Trauma-specific interventions are designed specifically to address the consequences of trauma in the individual and to facilitate healing. Treatment programs generally recognize the offender's need to be respected, informed, connected, and hopeful regarding their own recovery; the interrelation between the trauma and symptoms of trauma (e.g. substance use, eating disorders, depression, anxiety, etc.) and the need to work in a collaborative way with survivors (also with family and friends of the survivor) and with other human service agencies in a manner that will empower survivors and consumers.

1.7.39 Value-Added Services: Additional services the Vendor may offer the Department, in addition to those services that meet the minimum services requirements and specifications of this RFQ. Value-added services are offered at no additional cost to the Department or offender.

1.7.40 Vendor: A legally qualified corporation, partnership, or other entity submitting a response to the Department, pursuant to this RFQ.

1.8 Basis of Award

Any resulting Contract award(s) will be made to the Vendor(s) providing the best value to the State, based upon each Vendor's ability to meet the Department's requirements (as evidenced by their submitted Quote), the Department's available funding, and the Department's determination of service needs in the area.

2.0 Scope of Work

This Section contains the Scope of Work that will be required in any Contract(s) resulting from this RFQ. All services to be performed by, or under the direction of, the Vendor under any resultant Contract, shall meet or exceed the minimum requirements outlined in this RFQ.

2.1 Scope of Services

The Residential Substance Use Disorder Treatment and Behavioral Health Program with Co-Occurring Mental Health Disorder Overlay Services is designed to provide residential services to offenders, utilizing a therapeutic community model, and co-occurring mental health disorder overlay services for male and female offenders under community supervision with the Department. The services required include, a substance use disorder intensive treatment component, substance use disorder re-entry/employment services, co-occurring mental disorder overlay program services, and other services described herein. The Program shall use a Trauma Informed Care Approach.

2.2 Rules and Regulations

The following laws, rules, and regulations are incorporated herein by reference, and made part of the resulting Contract, as if fully stated.

- 2.2.1** All substance use disorder treatment services provided under the resulting Contract must meet the applicable requirements of Title 42 C.F.R. Part 2; the HIPAA, Standards for Privacy of Individually Identifiable Health Information, Title 45 C.F.R., Parts 160, 162 and 164, Chapters 397 and 415, F.S.; Chapters 33 and Rule 65D-30, F.A.C.; Code of Ethics and Conduct for Addiction Professionals of Florida, Florida Certification Board, and any additional applicable local, State, and federal laws, rules, and regulations.
- 2.2.2** All mental health overlay services provided under the resultant Contract must meet all applicable local, State, and federal ordinances, laws, rules and regulations. In addition, services must be provided in accordance with any applicable court orders, the Department's program and procedural guidelines, and any subsequent revisions or addenda as the updated version will take precedence. The Vendor and the Department shall work cooperatively to ensure service delivery is made in complete compliance with all such mandates and requirements.
- 2.2.3** In addition, services must be provided in accordance with any Department substance use disorder or mental health overlay program and policy guidelines, instructional manuals, and any subsequent revisions, and/or addenda to those documents. Should licensing or program requirements change during the resulting Contract, the updated regulations and requirements will take precedence.
- 2.2.4** The Vendor must provide Residential Substance Use Disorder Treatment and Behavior Health Program with Co-Occurring Mental Health Disorder Overlay Services in accordance with any applicable court orders, the Department procedural and program guidelines. Should any of the laws, standards, rules or regulations, or Department procedures change during the resultant

Contract term, the updated version will take precedence. The Vendor and the Department shall work cooperatively to ensure service delivery is compliant with all requirements.

- 2.2.5** The Vendor shall have or obtain the required licensure to provide Residential Substance Use Disorder Treatment Services, in accordance with Chapter 397, F.S., and Chapter 65D-30, F.A.C., that meet or exceed the requirements, as outlined herein, and all related materials and subsequent revisions and addenda. For the purposes of this RFQ, the Department will accept a copy of the application for licensure with DCF, or the Vendor's plan to acquire the licensure, with the understanding and commitment of the Vendor that the required license will be obtained, as outlined in Section 2.2.7, prior to resultant Contract execution. The Vendor shall be responsible for all costs associated with licenses required for the Program.
- 2.2.6** The Vendor shall ensure that all staff providing services under the resulting Contract comply with prevailing ethical and professional standards and the statutes, rules, procedures, and regulations relevant to the provision of services.
- 2.2.7** The Vendor shall pay for all costs associated with local, State, and federal licensing, permits, and inspection fees required to provide services. All required permits and licenses shall be current, maintained on-site, and a copy submitted to the Department's Contract Manager, or designee, upon request.
- 2.2.8** The Vendor is fully responsible for all work performed under any resulting Contract. The Vendor may, upon receiving written consent from the Department's Contract Manager, or designee, enter into written subcontract(s)/agreements for performance of certain of its functions under any resulting Contract. All subcontracts/agreements shall comply with Department's Procedure 205.002 "Contract Management." No subcontract, which the Vendor enters into with respect to performance of any of its functions under any resulting Contract, shall in anyway relieve the Vendor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Vendor.
- 2.2.9** The Vendor agrees to modify its service delivery in order to meet or comply with changes required by operation of law, due to changes in practice standards or regulations, or as a result of legal settlement agreement, consent order, or change in the Department's mission. Any changes in the Scope of Service required to ensure continued compliance with State or federal laws, statutes, or regulations, legal settlement agreement or consent order, or Department policy, will be made in accordance with Section 2.25, Modification after Contract Execution.
- 2.2.10** The Vendor's facility shall be in compliance with Chapter 69A-44, F.A.C., which establishes the minimum fire standards for residential alcohol and drug substance use disorder treatment and prevention programs, mental health residential treatment facilities, and crisis stabilization units.
- 2.2.11** The Vendor shall comply with all provisions of the Americans with Disabilities Act (ADA). This includes provisions referencing both employment and public service agencies (Titles I and II) as well as any other applicable provision.
- 2.2.12** The Department has the exclusive right to make any and all determinations which it deems necessary to protect the best interests of the State and the health, safety, and welfare of the Department's offenders, the general public, and all who are served by the Department, either directly or indirectly, through the program services provided under the resulting Contract. The absence of the Department setting forth a specific reservation of rights does not signify that all other areas of the Program services resulting from the resulting Contract are subject to mutual agreement.
- 2.2.13** The Vendor shall comply with the Department's policy regarding "Non-Discrimination," which states, "No person on the grounds of race, creed, color, national origin, age, gender, marital status

or disability, shall be excluded from participation in, be denied the benefits or the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract.”

- 2.2.14** The Vendor shall ensure that program interventions, policies, and staff training reflect a focus on a Trauma Informed Care Approach.

2.3 Confidentiality

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

2.4 Department Responsibilities

- 2.4.1** The Department has developed criteria and procedures to assist the Vendor in providing program services. Complete details of the criteria and procedures regarding program eligibility, referral, admission, and discharge can be found in Attachment V, the Guide.
- 2.4.2** The Department will complete Section I of the Community Supervision Program Referral Form, DC5-404, for each offender approved for the Program and forward the form to the Vendor.
- 2.4.3** The Department will make available to the Vendor, upon request, all non-confidential records and social histories pertaining to referred offenders, if such records are not otherwise protected from disclosure by law.
- 2.4.4** The Department will provide, upon execution of the resulting Contract, a copy of all Department forms necessary to comply with Section 2.17, General Reporting Requirements.

2.5 Vendor Administrative Responsibilities

- 2.5.1** The Vendor shall furnish its own supportive services (e.g., administrative or clerical staff) and all supplies (e.g., office, administrative, etc.).
- 2.5.2** The Vendor shall provide its own internet access and maintain a current, active email address at all times for the duration of the resulting Contract(s).
- 2.5.3** The Vendor shall be responsible for providing and paying for the following items, including, but not limited to:
- a. Office supplies;
 - b. Office equipment; and
 - c. Forms, as required.
- 2.5.4** Copies of new or renewed residential substance use disorder treatment licenses shall be provided to the Department’s Contract Manager, or designee, upon receipt from DCF. The DCF Licensure Site Visit/Audit Report shall be submitted to the Department’s Contract Manager, or designee, within 30 calendar days of its receipt from DCF.

2.6 Service Site Locations, Times, Requirements, Facility Requirements, and Facility Evacuations

2.6.1 Service Site Location

- 2.6.1.1** The service location(s) shall be a Department-approved facility/site that is located within the geographical boundary of Judicial Circuit 17, Broward County, Florida, as listed in the table in Section 1.1.
- 2.6.1.2** The service location(s) shall meet all State, county, and city zoning, permitting, and licensing requirements at the time of the resulting Contract execution as well as other requirements necessary for operation. The Vendor shall provide such documentation to the Department's Contract Manager, or designee, upon request, at any time during the term of the resulting Contract.
- 2.6.1.3** The Department reserves the right to review sites for compliance with stated service requirements and must approve all service location(s) before services may be provided.
- 2.6.1.4** The Vendor may request a change in site location(s) subsequent to Contract execution. Requests for changes in the site location(s) must be submitted to the Department's Contract Manager, or designee, in writing, by letter or email, and must include an effective date for the change.
- 2.6.1.5** The Vendor must receive the Department's formal written approval of a site change prior to changing a service location.
- 2.6.1.6** Services may not be delivered at any new/different site prior to the Vendor's receipt of the Department's formal written approval. The Vendor will not be compensated for any services delivered at a new/different location until approved, in writing, by the Department. The Department's approval will be followed by a formal Contract amendment.

2.6.2 Service Times

The Vendor shall provide and operate an approved site 24-hours per day, seven (7) days a week, 365 days of the year. The Vendor shall provide therapeutic and counseling activities at various times of day to accommodate offenders' work schedules. The Department's Local Quality Assurance Coordinator, or designee, must approve the Program's daily activity schedule and any revisions thereof.

2.6.3 Service Requirements

2.6.3.1 Program Referrals (DC5-404 Form)

- 2.6.3.1.1** The Vendor is responsible for completing Sections II and III of the DC5-404 Form, as appropriate, and for returning all completed documents to the Department's Supervising Probation Officer, or designee.
- 2.6.3.1.2** Specifically, upon offender admission to the Program, the Vendor shall complete Section II of the DC5-404 Form and forward a copy, or electronic equivalent, to the Department's Supervising Probation Officer, or designee, within three (3) business days. The Vendor shall retain a copy of this Form in the offender's clinical record.
- 2.6.3.1.3** Upon offender discharge from the Program, the Vendor shall complete Section III of the DC5-404 form and forward a copy, or electronic equivalent, to the

Department's Supervising Probation Officer, or designee, within three (3) business days. The Vendor shall retain a copy of this form in the offender's clinical record.

2.6.3.1.4 The Vendor shall have a written, achievable, detailed procedure for completing, maintaining, and tracking offender referrals. This procedure must meet the timeframes and requirements established by the Department.

2.6.3.2 Program Discharge

The Vendor shall develop discharge policies, which clearly define behavioral expectations of the offender. The policies should thoroughly address full engagement by all offenders in all program activities. Additional guidelines for the three (3) types of discharge that the Department recognizes (successful, unsuccessful, and administrative) can be found in Attachment V, the Guide.

The Vendor shall assure that a minimum of fifty-one percent (51%) of offenders admitted to the Program are successfully discharged. The criteria for successful discharge can be found in the Guide. Each offender's admission date, discharge date, and discharge reason (not including administrative discharge) will be reviewed on an annual basis, in accordance with the fiscal year.

2.6.3.2.1 There are three (3) types of discharge from the Program: successful, unsuccessful, or administrative. The criteria for each type of discharge from the Program are listed below:

a) **Successful Discharge**

Successful Discharge occurs when an offender meets all of the following criteria:

1. The offender complied with all Program requirements;
2. The offender made satisfactory progress towards the goals of their individual treatment plan; and
3. The offender obtained maximum benefit from the Program, as determined by their primary counselor and that counselor's clinical supervisor.

b) **Unsuccessful Discharge**

Unsuccessful Discharge occurs if the discharge is a result of any of the following criteria:

1. The offender committed a violation of Program rules;
2. The offender failed to meet the requirements of a successful discharge as outlined above; or

A decision to discharge an offender unsuccessfully must be clinically-based, and be approved by the Qualified Professional responsible for supervising the clinical services of the offender.

c) **Administrative Discharge**

An administrative discharge implies neither success nor failure in the Program. Some of the reasons for which an offender might be administratively discharged from the Program include, but are not limited to:

1. A medical or mental health condition which prohibits an offender from engagement in the Program;
2. A clinical determination that the offender is not in need of services;
3. Expiration of the offender's sentence;
4. Death of the offender; or
5. Other approved reasons outside of the control of the offender or Program and unrelated to Program compliance.

2.6.4 Facility Requirements

The Vendor shall ensure that any facility providing Residential Substance Use Disorder Treatment and Behavioral Health Program with Co-Occurring Mental Health Disorder Overlay Services is approved for the purposes outlined in this RFQ and resulting Contract. The facility shall meet all State, county, and city zoning, permitting, and building codes, including the rules and regulations outlined in Section 2.2, and any other requirements necessary to operate. The Vendor shall notify the Department's Contract Manager, or designee, of any zoning changes, notices, or challenges from zoning bodies, as well as any complaint from citizens or other entities, to include fire and health department(s), regarding operation of the facility, within 72 hours of receipt of knowledge of the change, notice, challenge, or complaint.

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

- 2.6.4.1** Housing that includes electricity, central heating and air conditioning, running water (both hot and cold), and access to on-site local telephone service to make and receive calls;
- 2.6.4.2** Food service that includes three (3) balanced and nutritious meals and one (1) snack per day, as evidenced by DCF licensure, provided on-site for offenders, prepared on-site by the Vendor, or prepared off-site by a food service establishment, operating in accordance with all applicable State, and county licensing requirements. Offenders with special nutrition and dietary plans must be reviewed and approved by a Florida Registered Dietitian, at least annually;
- 2.6.4.3** A dining area in which food may be served and consumed. If meals are prepared on-site, the facility shall include a fully equipped kitchen where the Vendor will prepare meals, and a dining area in which food may be served and consumed. If meals are prepared off-site, the facility shall include a dining area in which food may be served and consumed, as well as a service kitchen (refrigerator, stove/toaster oven/microwave oven, and sink) where the Vendor will serve meals prepared off-site by a food service establishment, operating in accordance with all applicable State and county licensing requirements;
- 2.6.4.4** Clean, dry, ventilated space, not subject to wastewater back flow, or other contamination, in which to store dry food supplies;
- 2.6.4.5** Maintenance of adequate sleeping space, per offender, as evidenced by holding the appropriate DCF Licensure for residential care;
- 2.6.4.6** A bed, pillow, mattress, bed linens, towels, and clothing storage area for each offender;

- 2.6.4.7 Personal hygiene articles for offenders who cannot provide their own (such as deodorant, shampoo, toothpaste, etc.);
- 2.6.4.8 Operable toilets, sinks, and bathing facilities for offenders;
- 2.6.4.9 Adequate space to accommodate living and Program activities, such as counseling, indoor recreational activities, visiting, etc., as evidence by the appropriate DCF Licensure for residential care;
- 2.6.4.10 Laundry facilities (washer and dryer), maintained in good condition, and proper working order for offenders' use;
- 2.6.4.11 A pest control plan for prevention of vermin, insects, and other pests;
- 2.6.4.12 A maintenance plan which includes a monthly maintenance inspection to ensure that all components of the site and grounds are maintained in good repair and proper working order at all times. The Vendor shall ensure the facility and grounds are maintained in a clean, safe condition, and that all appliances and operating systems are in good repair and proper working order at all times. The Vendor shall be responsible for all costs associated with repairs and maintenance of the facility, and shall ensure that funds are available and dedicated to ensure the total safety, maintenance, upkeep, appearance, and sanitation of the facility and grounds;
- 2.6.4.13 Regularly scheduled trash and garbage removal from the facility; and
- 2.6.4.14 Office space available for use by Department staff that allows for confidential business to be conducted, including access to a phone line and computer access with internet connection.

2.6.5 Facility Evacuations

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

2.7 Program Services to Be Provided

The Vendor shall provide services and interventions, in a supervised and treatment-supported environment, that motivate and assist offenders in their personal recovery from substance use, or co-occurring mental health disorders, in a manner that allows them to reintegrate and obtain employment in the community. The Vendor shall utilize a Trauma-Informed Care Approach in the delivery of services.

2.7.1 Program Eligibility and Referral

The Vendor shall determine initial program eligibility upon referral by the Department, and receipt of the Department's Community Supervision Program Referral Form (DC5-404). To be determined as eligible for the Program, offenders must at a minimum, be:

- a. Referred by his/her Probation Officer, or designee, as a result of a Department-identified need for substance use disorder treatment;
- b. Court ordered;
- c. Required by/through interstate compact; or
- d. Required by a pre-trial intervention program.

Offenders who are referred, required, or ordered into the Program may be screened by the Vendor, in accordance with requirements of Chapter 65D-30, F.A.C., prior to referral. If it is not feasible for the Vendor to screen the offender prior to sentencing and placement into the Program, the Vendor must conduct the initial screening, as soon as possible, but no longer than within 24-hours of arrival at the facility, in order to determine suitability for treatment. The Vendor must document the clinical rationale for an offender's admission or exclusion from the Program, in writing, utilizing a screening process identified in Chapter 65D-30, F.A.C., and place documentation in the clinical file.

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

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

2.7.3 Risk and Needs Assessment

The Vendor shall incorporate a risk and needs assessment into its psychosocial assessment. This assessment component should be used to determine the offender's criminogenic needs that will be addressed throughout the treatment process. The identified criminogenic needs shall be incorporated into his/her Individualized Treatment Plan, in conjunction with any other needs identified by the psychosocial assessment. The Vendor shall utilize the results of the Department's Risk and Needs Assessment, when available, in lieu of any tool they are currently utilizing.

2.7.4 Program Admission and Orientation

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

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

2.7.5 Program Readmission

An offender who is discharged under any circumstances from a Residential Substance Use Disorder Treatment and Behavior Health Program with Co-Occurring Mental Health Disorder Overlay Services, may be considered for re-admission to the Program if a court so orders. In such case, the Vendor should re-screen the former offender to determine if he/she is clinically appropriate for re-admission. Former offenders who are found to be clinically appropriate for re-admission will be re-admitted to the Program with consent of the Vendor's Facility Program Director, or designee. If the former offender is approved for re-admission, the Department's supervising Probation Officer must approve the placement via completion of a new Community Supervision Program Referral Form (DC5-404). If the Vendor re-screens a former offender and determines that he/she is clinically inappropriate for re-admission to the Program, the Vendor should document their findings, in writing, and notify the Department's Supervising Probation Officer, or designee, who will then notify the court for further action.

2.8 Services to be Provided

The Vendor shall provide a Residential Substance Use Disorder Treatment and Behavior Health Program with Co-Occurring Mental Health Disorder Overlay Services Program, which shall be divided into two (2) separate components: 1) Intensive Treatment Component (ITC) and, 2) Employment/Re-entry Component (ERC). The details for the Program components are found in Attachment V, the Guide, and summarized below. Aftercare/continuing care services shall also be offered by the Program or through referral.

2.8.1 Intensive Treatment Component (ITC)

The ITC is the first phase of the Residential Substance Use Disorder Treatment and Behavioral Health Program with Co-Occurring Mental Health Disorder Overlay Services. This phase may last two (2) months to 12 months, depending upon the individual offender's progress in the Program, and clinical need.

While in the ITC, each offender shall engage in the following, as described in Attachment V, the Guide:

- a. A minimum of 10 hours of counseling activities each week;
- b. One (1) individual counseling session each month (or more frequently if clinically indicated);
- c. One (1) individual mental health counseling session each week (co-occurring only);
- d. A minimum of one (1) hour mental health group weekly (co-occurring only); and
- e. 30 hours of therapeutic activities each week.

2.8.2 Employment/Re-entry Component (ERC)

The ERC is the second phase of the Residential Substance Use Disorder Treatment and Behavioral Health Program with Co-Occurring Mental Health Disorder Overlay Services. This phase may last two (2) months to six (6) months depending upon the offender's clinical need and recovery capital. The focus in this component shall be facilitating offenders' re-integration into the community through community-based employment, continued education, and a plan for continuing sobriety. During this phase, offenders are required to secure and maintain full-time employment, and participate in treatment activities, either before or after work.

While in the ERC, each offender shall engage in the following, as described in Attachment V, the Guide:

- a. A minimum of four (4) hours of counseling activities each week;
- b. One (1) individual counseling session each month (or more frequently, if clinically indicated);

- c. One (1) individual mental health counseling session each week (co-occurring only);
- d. A minimum of one (1) hour mental health group weekly (co-occurring only); and
- e. 20 hours of therapeutic activities each week.

2.8.3 Program Activities

2.8.3.1 Cognitive Behavioral Programming

The Vendor shall ensure that all offenders receive cognitive behavioral programming during their course of treatment that addresses criminal thinking, utilizing one (1) of the following evidenced-based curriculums:

1. Thinking for a Change (T4C);
2. Moral Reconciliation Therapy (MRT); or
3. Criminal Conduct & Substance Use Treatment – Strategies for Self-Improvement and Change.

A Certificate of Completion must be issued to each offender completing the cognitive behavioral criminal thinking curriculum. The Certificate of Completion must reflect the name of the cognitive behavioral criminal thinking curriculum, the offender's name and DC number, and the number of hours completed in the course. Copies of Certificates of Completion shall be provided to the Department's Contract Manager, or designee, on a monthly basis. The certificates must be submitted with the monthly invoice.

2.8.3.2 Criminogenic Needs

All individual treatment plans, counseling, and therapeutic activities should, at a minimum, address the following criminogenic areas:

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

2.8.3.3 Counseling Activities:

Counseling activities shall include, but not be limited to:

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

The details for required counseling activities are located in Attachment V, the Guide.

2.8.3.4 Therapeutic Activities:

Therapeutic activities shall include, but not be limited to:

1. Self-help or other recovery support groups;
2. Life/transition re-entry skills training such as budgeting, anger

- management, communication skills, employability skills, problem solving skills, decision making skills, relationship skills, and parenting skills;
- 3. Non-verbal interventions such as recreation, art, music, or dance;
- 4. Vocational training;
- 5. Educational support, such as GED or basic literacy instruction; and
- 6. Therapeutic Community work assignments or employment.

The details for required therapeutic activities are located in Attachment V, the Guide.

2.8.3.5 Aftercare/Continuing Care

Offenders successfully completing the Residential Substance Use Disorder Treatment Behavioral Health Program with Co-Occurring Mental Health Disorder Overlay Services shall be referred for aftercare/continuing care service, as coordinated by the Vendor. The offender shall be responsible for the cost of the aftercare/continuing care services. If the contracted Vendor provides aftercare services themselves, the fees shall be approved by the Department’s Local Quality Assurance Coordinator, or designee.

2.8.3.6 Medication Assisted Treatment Services

If the Vendor provides medication-assisted treatment services (naltrexone), the Vendor shall have medical operating procedures for providing and/or arranging services for offenders who volunteer for medication-assisted treatment. An offender’s engagement in the medication-assisted treatment program shall be strictly voluntary. The Vendor shall comply with any licensure requirements or nationally accredited standards for use of medication-assisted treatment. The Vendor’s medical operating procedures must be approved by the Department’s Contract Quality Assurance Program Manager, or designee, prior to implementation in the Program.

The Department will only compensate the Vendor for medication-assisted treatment services on a cost reimbursement basis, as delineated below:

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

2.8.3.7 Co-occurring Mental Health Disorder Overlay Services

When providing co-occurring mental health disorder overlay services, Vendors shall develop and implement operational procedures for serving or arranging services for persons with co-occurring mental health substance use disorders. These procedures shall be approved by the Department’s Local Quality Assurance Coordinator, or designee, within 10 business days of execution of any Contract resulting from this RFQ. The operational procedure shall reflect how Illness Management and Recovery (IMR) evidenced-based practices and principles, or approved alternative, are utilized in providing services. The procedure shall also include the frequency and type of co-occurring mental health overlay services. The Vendor shall utilize the IMR evidenced-based principles in addressing co-occurring mental health disorder needs, and any

deviation must be approved in advanced by the Department's Local Quality Assurance Coordinator, or designee. IMR resources can be accessed by utilizing the following:

<http://store.samhsa.gov/product/Illness-Management-and-Recovery-Evidence-Based-Practices-EBP-KIT/SMA09-4463>)

Vendor(s) must provide the following to approved offenders as related to co-occurring mental health disorder overlay services:

1. A psychiatric evaluation, diagnosis, and ongoing medication management by a Licensed Psychiatrist, or other medical practitioner licensed under Chapter 458, F.S. or Chapter 459, F.S., who has at least two (2) years' experience in the diagnosis and treatment of mental and nervous disorders, or a Licensed Psychiatric Advanced Registered Nurse Practitioner (ARNP);
2. Monthly medication management by a Licensed Psychiatrist ARNP, other medical practitioner licensed under Chapter 458, F.S. or Chapter 459, F.S., who has at least two (2) years' experience in the diagnosis and treatment of mental and nervous disorders, or unless lower frequency is clinically warranted, and documented in the offender's clinical chart as described above. The Licensed Psychiatrist, or other medical practitioner as described above, shall order any necessary lab testing/blood work;
3. A mental health clinician licensed in accordance with the requirements set forth in Section 490 or 491 F.S., shall provide a minimum of two (2) hours of mental health treatment services, per qualifying offender per week, to include: one (1) hour of individual counseling and one (1) hour of mental health group counseling. Additionally, they will provide case-management services and liaison between the substance use disorder programming team and the Psychiatrist. These services are in addition to the counseling hour requirements for the residential program for offenders without co-occurring mental health disorders;
4. An Individualized Treatment Plan that reflects the offender's mental health needs and approved services;
5. The purchase and administration of psychotherapeutic medications for stabilization of mental disorder symptoms, including medications to treat any side effects; and
6. Laboratory testing/blood work to ensure that the offender's prescribed psychotherapeutic medications are appropriately and properly managed regarding the type, dosage, and frequency of administration. The Vendor may utilize any public or subsidized funding available, as well as agreements with pharmaceutical companies, laboratories, health departments, or other county/State/federal resource. The offender will not be responsible for payment of psychotherapeutic medications or testing/blood work, unless they have health insurance which covers the total cost.

Any deviation to the required services must requested in writing to the Department's Contract Quality Assurance Program Manager, or designee.

Offenders who are approved for placement in a co-occurring mental health disorder bed must meet the eligibility criteria outlined in Section 2.7.2 of this RFQ.

2.8.3.8 Quality Improvement Plan

The Vendor shall develop and implement a written Quality Improvement Plan that complies with the requirements set forth in Section 397.4103, F.S., and ensures the use of a continuous quality improvement process, in accordance with Rule 65D-30.004(2), F.A.C. The Vendor shall be responsible for all costs incurred as a result of implementing the quality improvement plan. The Vendor shall submit a semi-annual (January 30th and July 30th) report on adherence with the Quality Improvement Plan to the Department's Local Quality Assurance Coordinator, or designee.

2.9 Guidelines for Offender Program Engagement

The Department has developed Program guidelines and requirements to assist the Vendor with specific areas concerning the role of an offender in the Program. These guidelines for offenders can be found in Attachment V, the Guide, and shall include the following:

- a. Work details and extra duty;
- b. Employment and verification;
- c. Educational and vocational training;
- d. Management of personal finances;
- e. Management and oversight of offender funds;
- f. Accounting for offender's whereabouts;
- g. Program leave, off-site activities, and absences;
- h. Community/public services;
- i. Transportation of offenders; and
- j. Alcohol and drug screening and testing.

2.10 Program Administration, Licensing and Operations

The Vendor shall provide with their RFQ response, documentation showing current licensure of the proposed site(s), appropriate for the Program type sought by this RFQ, as specified by Rule 65D-30.003, F.A.C., or an implementation plan to obtain licensure and a copy of the application for licensure. If the Vendor is currently providing residential services, a copy of the most recent DCF audit for services should be provided.

2.10.1 Program Administration

The Vendor shall comply with the following requirements of Program administration. The details of the Program administration requirements are addressed in Attachment V, the Guide. Program administration shall include the following:

- a. Programmatic Reporting;
- b. Records and Documentation;
- c. Policies and Procedures;
- d. Subsistence;
- e. Citizen and Volunteer Involvement; and
- f. Incident Reports.

2.10.2 Subsistence

The Vendor may begin charging an offender in ERC with a subsistence fee, if approved by the Department in writing. The offender must be employed full-time in the community, and the fee effective once they begin employment, not retroactive to the date of Program admission. The Vendor shall provide a receipt to the offender for each monetary payment made to the Vendor.

Changes to the amount of the subsistence fee and terms of collection of the fee will be effectuated by Formal Communication from the Department's Contract Manager, or designee, to the Vendor.

2.11 Vendor Staff Requirements

2.11.1 Vendor Staffing Qualifications and Credentials

The Vendor shall have adequately trained and physically able, paid, alert staff on the premises 24 hours per day, seven (7) days per week, 365 days a year. All other staffing levels shall be sufficient to deliver the services described in the resulting Contract and Attachment V, the Guide, including specialized co-occurring mental health overlay services, commensurate with the size of the Program, and shall meet the requirements of Chapter 65D-30, F.A.C.; Chapter 397, F.S.; and all updates and revisions thereto.

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

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

2.11.1.1 The Vendor shall have a minimum of one (1) full-time Qualified Professional on-site, 40 hours per week to provide Clinical Supervision and oversee the delivery of clinical services. The Qualified Professional may not carry a caseload; however, they may have other administrative responsibilities. Any deviation from this standard must be approved in writing by the Contract Quality Assurance Program Manager.

2.11.1.2 The Vendor shall ensure Primary Counselors meet one (1) of the following qualifications, at a minimum:

- a. a Bachelor's degree from an accredited college or university in one (1) of the social sciences, and six (6) months of professional experience in chemical addiction and/or mental health counseling;
- b. a Bachelor's degree from an accredited college or university in any area of study, and one (1) year of professional experience in chemical addiction and/or mental health counseling;
- c. a Master's degree from an accredited college or university in one (1) of the social sciences;
- d. a Master's degree from an accredited college or university in any area of study, and one (1) year of professional experience in chemical addiction and/or mental health counseling;
- e. a Doctorate degree from an accredited college or university in chemical addiction and/or mental health counseling;

- f. a Doctorate degree from an accredited college or university in any area of study, and six (6) months of professional experience in chemical addiction and/or mental health counseling;
- g. a current Certification as a Certified Addictions Professional (CAP), Certified Addictions Counselor (previously CAAP-2; currently CAC), Certified Criminal Justice Addictions Professional (CCJAP), Certified Criminal Justice Addiction Counselor (previously CCJAAP-2; currently CCJAC);
- h. an Associate's degree from an accredited college or university, and four (4) years of professional experience in chemical addiction and/or mental health counseling; or
- i. a high school diploma/GED, and six (6) years of professional experience in chemical addiction and/or mental health counseling.

2.11.1.3 If the Vendor utilizes student interns to provide services, they must adhere to the following:

- a. Student interns may be assigned up to three (3) offenders as a case load; however, each offender must have an assigned Primary Counselor who is responsible for their care;
- b. The intern may not be considered the Primary Counselor. This will ensure continuity of care for the offender during their treatment Program; and
- c. The intern must be supervised by a Qualified Professional.

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

2.11.1.5 The Vendor shall maintain a personnel record, in accordance with Rule 65D-30.004(4)(a), F.A.C., for all staff providing services under the resulting Contract. The Vendor shall provide a copy of the personnel record to the Department's Contract Manager, or designee, upon request. Compliance with the requirements to maintain the file, in accordance with Chapter 65D-30, F.A.C., shall be maintained through the DCF licensure audits. The Vendor shall maintain the background check approval for each employee in their personnel file.

2.11.2 Clinical Supervision Requirements

The Vendor shall provide and document on-site clinical supervision, a minimum of four (4) hours per month, per counselor. Clinical supervision shall be provided by the designated on-site Qualified Professional, and at a minimum will include:

2.11.2.1 One (1) individual, face-to-face, interview of one (1) hour's duration, with each counselor who provides clinical services to discuss clinical problems, Program issues, and training needs. This interview shall be documented and signed by the counselor and the Qualified Professional.

- 2.11.2.2** One (1) hour observing the provision of clinical services (i.e., group or individual counseling, or assessment). This interview shall be documented and signed by the counselor and the Qualified Professional.
- 2.11.2.3** The review of clinical charts, which shall be signed, dated, and credentialed by the Qualified Professional, in accordance with Chapter 65D-30, F.A.C. and Chapter 397, F.S. In addition, a minimum of five (5) charts or 10% of the Program's total charts, whichever is greater, must be reviewed monthly by the Qualified Professional. The Qualified Professional shall document the results of this monthly review, including the specific charts reviewed, and maintain it on-site for review by the Department's Local Quality Assurance Coordinator, or designee. The Qualified Professional shall be responsible for the overall quality of each offender's clinical file.

2.12 Value-Added Services

Value-added services include any services the Vendor offers, at no additional cost to the Department, as part of the resulting Contract, and which clearly exceed the minimum requirements of this RFQ.

An example of value-added services would be, "the Vendor will provide bilingual substance use disorder treatment program services, at no cost to the Department or the offender."

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

2.13 Conduct and Safety Requirements

2.13.1 The Vendor shall ensure that all its staff adhere to, and are provided with a copy of, the Department's Conduct and Safety requirements. A signed receipt of acknowledgment shall be maintained in the employee's personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from any work under the resultant Contract. The Department is under no obligation to inform the Vendor of the criteria for disqualification or removal.

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

- a. The Vendor's staff shall not display favoritism to, or preferential treatment of, one (1) offender or group of offenders over another.
- b. The Vendor's staff shall not interact with any offenders, except in a relationship that supports services under any resulting Contract. Specifically, staff members must never accept, for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an offender, or an offender's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report any violations or attempted violation of these restrictions to the Department's Contract Manager, or designee. In addition, no staff member shall give any gifts, favors, or services to offenders, their family, or close associates.
- c. The Vendor's staff shall not enter into any business relationship with offenders, close associates, or their families (example – selling, buying, renting, leasing, or trading personal property), or personally employ offenders, or their families, in any capacity. Unless approved in writing by the Department's Contract Manager, or designee, the Vendor's staff shall not have outside contact (other than incidental contact) with an offender, their family or close associates, except for those activities that are to be rendered under the resulting Contract.

- d. 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 Department. In providing services pursuant to the resulting Contract, the Vendor shall ensure that its employees avoid both misconduct, and the appearance of misconduct.
- e. 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 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 punitive action, up to and including termination of any resulting Contract.
- f. The Vendor shall have a written report of any incident described above, or requiring investigation by the Vendor, to the Department's Contract Manager, or designee, within 24 hours, of the Vendor's knowledge of the incident.

2.14 Staff Background/Criminal Record Checks

2.14.1 The Vendor's or any subcontractor's staff, assigned to this Contract shall be subject, at the Department's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check as required in the Department's Procedure 602.016(10). This background check will be conducted by the Department and may re-occur at any time during the resultant Contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the resulting 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 staff or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue.

The Vendor shall ensure that the Department's Contract Quality Assurance Program Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being hired or assigned to work under the resulting Contract. The Vendor shall not offer employment to any individual or assign any individual to work under the resulting Contract, who has not had an FCIC/NCIC background check conducted. The Vendor shall maintain the background check approval for each employee in their personnel file.

2.14.2 When providing Program services, the Vendor shall obtain a Level II background screening (which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI)), and results must be submitted to the Department prior to any current or new Vendor's staff being assigned to work under any resulting Contract. The Vendor shall bear all costs associated with this background screening. The Vendor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

2.14.3 No person barred from any FDC institution, or other Department facility, shall provide services under the resulting Contract without prior written approval from the Department's Contract Manager, or designee.

2.14.4 Offenders are shall be precluded from any supervision or placement at any Program where pre-existing, or continuous close personal relationships exist between the offender and any staff of the Vendor. It is the responsibility of the Vendor to advise the Department's Contract Manager, or designee, of any known pre-existing close, personal relationships between staff and any

offender(s). Rule 33-208.002(26), F.A.C., shall apply at the Program, which stipulates that marriage between employee and offender is prohibited.

- a. The Vendor shall immediately report any new arrest, criminal charges, or convictions of a current employee under the resulting Contract.
- b. 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 (2) 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, or designee, within 24 hours whenever an employee has a criminal charge filed against them, an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less), or when the Vendor or Vendor's staff has knowledge of any violation of the laws, rules, directives, or procedures of the Department.

2.15 Utilization of E-Verify

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

2.16 Deliverables

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

- a. Residential Substance Use Disorder Treatment and Behavioral Health Program with Co-Occurring Mental Health Disorder Overlay Services by way of an occupied bed, as described in Section 2, Scope of Work, and Attachment V, the Guide.
- b. A monthly program invoice and monthly performance reports as indicated in Section 2.17, General Reporting Requirements; and
- c. The Vendor shall provide reports, as specified in Section 2.17, General Reporting Requirements.

2.17 General Reporting Requirements

The Vendor shall submit and maintain the following records and documentation on-site, and ensure they are available for review as requested by the Department, or as otherwise specified. The Department reserves the right to require ad-hoc, and/or additional reporting requirements, as necessary. The Vendor shall comply with all programmatic reporting requirements established by the Department, as set forth in Attachment V, the Guide. In addition, the Vendor shall provide the following reports:

- 2.17.1 Alcohol and Drug Screening and Testing Report:** The Vendor shall submit a monthly report detailing the dates, list of all tested substances (alcohol and drugs), and results of all alcohol and drug testing for each offender to the Department's Contract Manager, or designee, when submitting the invoice. This report must contain the name and DC number for each offender in the Program, and shall be in Excel, or an Excel-compatible format.

- 2.17.2** Program Invoice and Monthly Performance Reports: The Vendor shall provide the Department with a Monthly Program Invoice and Monthly Performance Report, using the Department's standardized format. The Program Invoice and Monthly Performance Report shall be submitted to the Department's Contract Manager, or designee, no later than the 10th business day of the month following the month service were provided, unless prior written approval for extenuating circumstances has been received by the Vendor from the Department's Contract Manager, or designee. The Program Invoice and Monthly Performance Reports document the amount being charged to the Department, the offenders being served and the services that the Offenders receive. This report shall also include copies of certificates of completion for all cognitive behavioral programming completed, as indicated in Section 2.8.3.1 of this RFQ.
- 2.17.3** Monthly Progress Reports: The Vendor shall provide monthly written progress reports to the offender's Supervising Probation Officer. At a minimum, the progress report must include the following information:
- 1) The offender's name and DC number;
 - 2) The Probation Officer's name;
 - 3) The month and year of services;
 - 4) Program name;
 - 5) The date(s) of attendance, and any missed appointments;
 - 6) The type of services rendered;
 - 7) The progress noted and a progress rating;
 - 8) The Therapist/Case Manager's signature; and
 - 9) The alcohol and drug screening and testing results, if applicable.
- 2.17.4** Referral List Report: The Vendor shall provide the Department with a Referral List using the Department-approved format. The Referral List shall be provided to the Department's Local Quality Assurance Coordinator, or designee, on a monthly basis. The Referral List shall provide the Department with a list of offenders who have been referred to the Program, but who are awaiting initial screening or are currently serving jail time.
- 2.17.5** Wait List Report: The Vendor shall provide the Department with a Wait List Report using the Department-approved format. The Wait List Report shall be provided to the Department's Local Quality Assurance Coordinator, or designee, on a weekly basis. The Wait List Report shall provide the Department with a list of offenders who meet the criteria, have been approved for placement by the Vendor, and are currently waiting for an available bed.
- 2.17.6** Staffing Schedule: The Vendor shall provide the Department's Contract Manager, or designee, with a staffing schedule, using the Department-approved format. The staffing schedule shall be provided with the monthly invoice. The staffing schedule shall include the staff name, position title, and the weekly work schedule for that position.
- 2.17.7** Grievance Log Summary: The Vendor shall provide the Department's Contract Manager, or designee, with a grievance log summary, upon request.
- 2.17.8** Incident Reports: The Vendor shall immediately report all incidents, including but not limited to, incidents involving any use of force by a Vendor's staff member upon an offender, significant staff disciplinary incidents, staff employment terminations, any and all new staff arrests, physical or verbal threats, and assaults by one (1) offender upon another offender or Vendor's staff, destruction of property, offender medical emergencies. All incidents shall be documented in writing and submitted to the Department's Contract Manager, or designee, within 24 hours, in the Department-approved format.

- 2.17.9** Monthly Employment Report: The Vendor shall provide a Monthly Employment Report using the Department-approved format. The Monthly Employment Report shall be submitted by the 15th day of the month following the month that services were provided to the Local Quality Assurance Coordinator, or designee. The report shall contain all the offenders in ERC on the last day of the month to include: the offender's name, DC number, date of placement in ERC, the date employment is first obtained, and a comment column for any relevant comments.
- 2.17.10** Adhoc Reports: The Vendor agrees to maintain on-site and make available all reports as specified in Attachment V, the Guide.
- 2.17.11** Quality Improvement Reports: The Vendor shall be required to provide a written report detailing the findings of its quality improvement plan, as outlined in Section 2.8.3.8. This report shall be submitted semi-annually (January 30th and July 30th) to the Department's Local Quality Assurance Program Manager, or designee.

2.18 Performance Measures and Financial Consequences

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

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

2.18.1 Performance Measure #1 – Program Invoice and the Program Detail Report

Outcome: The Vendor shall submit the Summary Invoice and the Program Detail Report, in a Department-approved format, to the Department's Contract Manager, or designee, on or before the 10th business day of the month following the month that services were rendered.

Measure: The Program Invoice and the Monthly Performance Report shall be postmarked or sent by email on or before the 10th business day of the month following the month that services were rendered.

Standard: One Hundred Percent (100%) of the Program Invoice and the Monthly Summary Report shall be postmarked or sent by email on or before the 10th business day of the month following the month that services were rendered.

Financial Consequence: Unless prior written approval for extenuating circumstances has been received by the Vendor from the Department's Contract Manager, or designee, the Vendor's total invoice amount shall be reduced by:

- a. Ten percent (10%) of the total invoiced amount, if the invoice is postmarked or emailed after the 10th business day of the month following the month services were rendered; and
- b. An additional ten percent (10%) of the total invoiced amount for each additional month that the invoice is late thereafter.

The same reductions will be applied to supplemental invoices, if they are late, meaning received more than 30 days after service delivery, as approved and coordinated by the Department's Contract Manager, or designee. An invoice schedule will be provided through formal communication after the resulting Contract execution.

2.18.2 Performance Measure #2 - Annual Comprehensive Program Evaluation

Outcome: The Vendor shall meet all contractual obligations noted in the Annual Comprehensive Program Evaluation completed by the Department.

Measure: On an annual basis, the Department will conduct this evaluation, and a percentage of compliance will be noted.

Standard: At minimum, eighty percent (80%) compliance is required.

Financial Consequence: If the Vendor fails to meet the Performance Standard above, the Department will assess the percentage of the fiscal year Contract value or the specified dollar amount, whichever is higher, when compliance is within one of the performance ranges below:

- a. 79-70%: Two percent (2%) or \$2,500.
- b. 69-60%: Three percent (3%) or \$3,500.
- c. 59-0%: Four percent (4%) or \$4,500.

Note: All Annual Comprehensive Program Evaluation scores will be rounded to the nearest whole percentage. If the number behind the decimal point is a five (5) or higher, the score shall be rounded up to the next whole percentage point. If the number behind the decimal point is a four (4) or lower, the score shall be rounded down to the next whole percentage point.

2.18.3 Performance Measure #3 - Licensure

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

Measure: The Department's Contract Manager, or designee, will receive and review the written licensure reports from the DCF, and review a copy of the Vendor's licensure to ensure compliance with the resulting Contract requirements.

Standard: The Vendor must maintain the appropriate regular license level(s) and be in good standing with the DCF licenses for the contracted program(s).

Financial Consequence: If the Vendor fails to meet the Performance Standard above one half of one percent (0.5%) of the annual Contract value will be assessed per month, and will be assessed until such time as the appropriate license is issued for the Program(s).

Financial Consequences will be assessed if an interim or probationary license is issued for any of the following reasons:

- a. The service site or service component under Contract with the Department is substantially non-compliant with licensure standards.
- b. The Vendor failed to provide satisfactory proof of conformance to fire, safety, or health requirements for the Program.
- c. The Vendor is involved in licensure suspension or revocation proceedings for the Program.

2.18.4 Performance Measure #4 - Reduction in Substance Use

Outcome: The Vendor shall ensure that offenders remain drug-free from non-prescribed medication, illicit drugs, and alcohol while enrolled in a Residential Substance Use Treatment and Behavioral Health Program with Co-Occurring Mental Health

Overlay Disorder Services, as evidenced by negative drug screens/tests and/or laboratory confirmations.

Measure: The Department will review, on a quarterly basis, the monthly Alcohol/Drug Screening and Testing Report(s) that are submitted with the monthly invoices. The number of negative tests divided by the total population tested within the quarter will be reviewed to determine the percentage of drug-free offenders.

Standard: Achievement of the outcome must meet or exceed eighty-five percent (85%) on a quarterly basis. The quarterly timeframes are July 1st through September 30th, October 1st through December 31st, January 1st through March 31st, and April 1st through June 30th.

Financial Consequence: If the Vendor fails to meet the Performance Standard, as outlined above, the Department will impose financial consequences in the amount of one percent (1%) of the annual Contract value or \$1,000 (whichever is higher) in the month following the end of the quarter reviewed.

2.18.5 Performance Measure #5 – Counselor Staffing

Outcome: The Vendor shall consistently maintain one (1) full-time or interim full-time Counselor for every 15 Department-funded Program offenders assigned to the resulting Contract.

Measure: The Department will review and compare the required written notification of any Counselor resignations or terminations received against the Staffing Report(s) to determine the number of days from date of vacancy to ensure the vacant position is filled within 45 calendar days from the date of vacancy. This 46-day count shall include the first date of vacancy.

Standard: One Hundred Percent (100%) of all vacant required Counselor positions must be filled with permanent or interim qualified Counselors within 45 calendar days of becoming vacant.

Financial Consequence: If the Vendor fails to meet the Performance Standard, as outlined above, the Department will impose financial consequences in the amount of \$115 per calendar day for each Counselor position that is vacant after the allowable 45 calendar days until filled. A review of records for imposition of financial consequences will occur at least once a quarter during each fiscal year.

2.18.6 Performance Measure #6 – Cognitive Behavioral Criminal Thinking Curriculum

Outcome: The Vendor shall provide an approved cognitive behavioral criminal thinking curriculum to all Program offenders.

Measure: The Department will compare the number of successfully discharged offenders with a Cognitive Behavioral Criminal Thinking Certificate of Completion to the total number of successful discharges for the Contract on an annual basis.

Standard: Each year, on the anniversary date of Contract Execution, ninety percent (90%) of all offenders successfully discharged from the Program will complete a Cognitive Behavioral Criminal Thinking course before discharge.

Financial Consequence: If the Vendor fails to meet the Performance Standard above, the Department will impose financial consequences in the amount of \$250 for every offender below ninety percent (90%), on an annual basis.

2.18.7 Performance Measure #7 - Repeated Deficiencies

Outcome: The Vendor shall correct deficiencies identified by the Department.

Measure: The Department will identify and note each deficiency on any monitory/review report that is repeated during the resulting Contract's service term.

Standard: 100% of deficiencies identified shall be corrected the first time a deficiency is identified.

Financial Consequence: One percent (1%) of the fiscal year Contract value or \$1,000, will be assessed for each instance of a repeated deficiency.

2.18.8 Performance Standards

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

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

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

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

2.19 Monitoring and Evaluation Methodology

The Department's Contract Manager, or designee, in consultation with the Department's Contract Quality Assurance Program Manager, or designee, will monitor the Vendor's service delivery to determine if the Vendor has achieved the required level of performance for each performance measure identified in Section 2.18., Performance Measures and Financial Consequences. If the Department determines that the Vendor has failed a performance standard, the Vendor will be contacted by the Department's Contract Manager, or designee, to address the non-compliant service delivery. The Vendor shall correct all identified non-compliant service delivery related to failure to meet the performance measures within 30 calendar days of notice.

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

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

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

To further assist in the Contract monitoring process, the Department has established a Vendor's Self-Certification of Compliance form, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Vendor's Self-Certification of Compliance form will be retained in the Department's Contract Manager's file, and the official Contract file. The Vendor shall complete the Vendor's Self-Certification of Compliance form within 30 calendar days of execution of the resultant Contract, and forward the original to the Department's Contract Manager, or designee. All documents referenced in the Vendor's Self-Certification Compliance form shall be maintained by the Vendor and copies shall be provided to the Department upon request, within three (3) business days. A Fiscal Year Supply Review form shall be completed with each purchase made for the program that was not previously reported during the current fiscal year. It should be submitted to the Department's Contract Manager, or designee, with the monthly invoice for the period the purchase was made within. Additionally, it should be made available to the Department upon request.

2.19.1 Program Start-up Orientation and Subsequent Monitoring

The Department's Contract Manager, or designee, will conduct an orientation during the first 30 calendar days of Program start-up. The Department's Contract Manager, or designee, will observe and assess the Vendor's understanding of the tasks required for the overall success of the Program. This Program Start-up Orientation will include confirmation that technical instructions have been provided to new staff, and a face-to-face meeting with the lead Contract supervisor(s) and staff to ensure that Contract requirements are clearly understood and properly implemented. This will be followed up by an in-depth comprehensive evaluation of the Program at least once during every Contract year.

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 the resulting Contract.

When issues of non-compliance are identified in the monitoring report, the Vendor shall be required to submit a written Corrective Action Plan (CAP) to the Department's Contract Manager, or designee, within 10 calendar days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled, at which time full Contract compliance must be met. Failure to correct deficiencies as outlined in the monitoring report may result in assessment of financial consequences, and/or determination Contract breach and termination of services.

2.20 HIPAA Business Associate Agreement

If the Vendor is awarded the resulting Contract, the Vendor will be required to execute a HIPAA Business Associate Agreement, included as Attachment IV, and to comply with all provisions of State and federal law regarding the confidentiality of patient information.

2.21 Prison Rape Elimination Act (PREA)

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

2.22 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(12), 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 either Section 119.07(1), F.S., or 119.071, F.S.

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

2.22.1 Clinical Files: Upon admission, the Vendor shall prepare a clinical file for each offender. All clinical files shall contain documentation as required by the service specifications of this resultant Contract, Chapter 65D-30, F.A.C. and Chapter 397, F.S., and all updates and revisions to those documents.

2.22.2 Audit Records: The Vendor agrees to maintain records and documents (including electronic storage media) in accordance with Generally Accepted Accounting Procedures and Practices

(GAAP), which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the resultant Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General, and to ensure that all related party transactions are disclosed to the auditor.

2.23 Financial Specifications

2.23.1 Funding Source

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

2.23.2 Invoicing and Payments of Invoice

The Vendor will agree to request compensation monthly, through submission of a properly completed invoice and attestation of services, on or before the 10th business day of the month following the month services were rendered. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be accompanied by the required monthly reports as outlined in Section 2.17, General Reporting Requirements.

2.23.3 The invoice will be considered for payment once received, reviewed, and approved by the Department's Contract Manager, or designee, which shall be no more than 15 calendar days from the date of receipt of the invoice, and all supporting documentation. If the Department's Contract Manager, or designee, identifies an issue with the Vendor's invoice or a bona fide dispute, the 15-calendar day timeframe will be suspended until the Vendor resolves the issue or provides all requested information necessary to certify the invoice for payment.

2.23.4 The Vendor's invoice shall include the Vendor's name, mailing address, FEIN, Contract number, invoice number, unit rates, and dates of service. The Vendor shall submit invoices pertaining to any resultant Contract to:

Contract Manager, Operations Review Specialist
Bureau of Contract Management and Monitoring
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, FL 32399
Telephone: To Be Determined
Mobile: To Be Determined
Facsimile: To Be Determined

2.24 Vendor Ombudsman

A Vendor Ombudsman has been established within the Florida Department of Financial Services (DFS). 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 Florida Department of Financial Services' at (850) 413-5516.

2.25 Modification after Contract Execution

During the term of the resultant Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the specifications, provided that such changes are within the general scope of this RFQ.

The Department may make 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 written consent of the Vendor which shall not be unreasonably withheld.

The Department shall provide written notice to the Vendor 30 calendar days in advance of any Department-required changes to the technical specifications, and/or scope of service that affect the Vendor's ability to provide the service as specified herein. Unless otherwise stated within the resulting Contract, any changes that are other than purely administrative changes will require a formal Contract amendment.

2.26 Indemnification

The awarded Vendor shall be liable, and agrees to be liable for, and shall indemnify, defend, and to hold 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 resultant Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

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 the Vendor's expense.

2.27 Cooperation with Inspector General

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

2.28 Scrutinized Companies Vendor Certification

The Vendor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Vendor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S. and 287.135(3), F.S., the Vendor agrees the Department may immediately terminate the resulting Contract for cause if the Vendor is found to have submitted a false certification or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract or before the company enters into or renews a Contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

3.0 Contents of Quote Response

Interested Vendors must submit a Quote for a site location in Judicial Circuit 17, Broward County, Florida as prescribed herein. In the event a Vendor submits Quotes for multiple addresses in Broward County, a separate Price Sheet must be submitted for each location. Responses to this RFQ shall be written in a narrative format, and shall include the following sections and information:

3.1 Introductory Letter and Executive Summary

The Vendor's quote must include an introductory letter containing a concise explanation of the Vendor's method of delivering services in compliance with the requirements of this RFQ. This section should also contain corporate history information, the names of all officers or directors of the corporation, any information about subcontractors that the Vendor plans on utilizing, and the identity of any director, employee, or agent who owns five percent (5%) or more of the corporation and is currently an employee of the State of Florida. The Vendor must disclose whether any parent corporation, subsidiary, shareholder, director, employee, or other agent has ever been convicted of any crime involving fraud or deceit, and whether such Vendor is currently under investigation by any federal, State, or local law enforcement agency.

3.2 Corporate Experience and Qualifications

The Vendor must provide proof that it is registered to do business in the State of Florida. It must also give a brief corporate history, including any contractual services performed that are similar in scope to the requirements of this RFQ. The background information of the responding Vendor, at a minimum, shall include:

- Date established;
- Ownership (public company, partnership, subsidiary, etc.);
- Primary type of business and number of years conducting primary business; and
- National accreditations, memberships in professional associations or other similar credentials.

The Vendor must also include a current copy of all required State and federal licenses, permits, and registrations including, but not limited to the following:

1. The face-sheet of the Vendor's current insurance policy showing sufficient coverage, including Worker's Compensation Insurance; and
2. Any applicable State and/or federal licenses related to services provided under this RFQ.

The Vendor must list all Contracts it has been a party to that were entered for similar services in the past five (5) years, as well as any sanctions or financial penalties that were assessed against it as part of its performance of those Contracts. This should also identify any Contracts that were terminated prior to original expiration date.

3.3 Project Staff

The Vendor shall provide the Department with a basis for determining its understanding of the qualifications of personnel required for administrative oversight and/or management of any resulting Contract. The Vendor shall supply information related to Program staff in its Quote, such as resumes or curriculum vitae, and qualifications of the individuals to be assigned work under any resulting Contract.

3.4 Service Delivery Approach

The Vendor shall provide a narrative Service Delivery Approach identifying how it will meet the Scope of Work of this RFQ, or the Vendor's quote shall be deemed non-responsive. The response should fully

describe the Vendor's methodology for meeting the Department's requirements for service delivery, outlined in Section 2.0 Scope of Work, specifically addressing each component of providing services. This section should be prepared in such a manner that it will be understandable to individuals on a programmatic and management level. Vendors should be thorough and detailed in their response. Vendors are encouraged to include any additional relevant information that would assist in evaluating the overall strength of the Program proposed.

This RFQ places a high priority on programs using innovative approaches to providing Residential Substance Use Disorder Treatment and Behavioral Health Program with Co-Occurring Mental Health Overlay Services to offenders.

1. The Vendor shall describe its past experience in working with felony offenders and/or the Department in providing Residential Substance Use Disorder Treatment and Behavioral Health Program with Co-Occurring Mental Health Overlay Services, and how its experience and programming will assist the offenders' successful completion of probation.
2. The Vendor shall describe how its organization will meet the requirements of the RFQ to ensure sufficient and qualified staff are available to provide the services outlined, to include the range of salary and benefits offered for each position to help ensure retention of qualified staff with the Vendor.
3. The Vendor shall describe the evidence-based risk needs assessment tool it will be utilizing in any Program of a resulting Contract.
4. The Vendor shall describe how its Program design is sensitive to the unique characteristics, issues, and needs of offenders.
5. The Vendor shall describe its Program's risk behavioral interventions for individual and group counseling, and how they address the criminogenic needs of the population served.
6. The Vendor shall describe how it will offer various types of group counseling services in order to provide each offender with clinically appropriate services based on their needs. This description shall include the following:
 - a. Type and frequency of groups provided;
 - b. Evidence-based practices to be used; and
 - c. Curriculum utilized, if any.
7. The Vendor shall describe its employability skills and curriculum and a description of steps taken to ensure offenders are able to obtain employment.
8. The Vendor shall provide the daily subsistence fee its organization will charge offenders in ERC who are employed full-time in the community.
9. The Department has developed Performance Measures to include Outcomes, Measures and Standards deemed most crucial to the success of the overall desired service delivery. The Vendor shall provide its organization's plan for meeting the Performance Measures described in Section 2.18.
10. The Vendor shall describe any value-added services its organization is willing to provide to the offenders who will be placed in this Program which will be at no additional cost to the Department or the offender. These are not ancillary services such as referrals. Examples of Value-Added Services are: Parenting Classes; HIV Education Classes; Relaxation Techniques.

3.5 Price Sheet

Attachment I, Price Sheet, shall be submitted with the most favorable terms a Vendor can offer. By submitting a Quote under this RFQ, each Vendor warrants its agreement to the prices submitted.

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

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**ATTACHMENT I – PRICE SHEET
FDC RFQ-19-023**

JUDICIAL CIRCUIT 17 (Broward County)	
LOCATION OF FACILITY:	<u>Broward</u> (County of Service Site Location)
ADDRESS OF FACILITY: Does your organization currently occupy this facility? YES: ___ NO: ___	_____ (Street Address) _____ (City/State/Zip Code)

Service Site Locations: The Vendor shall have a Service Site Location in the location per Circuit, as indicated in Attachment I (Judicial Circuit 17) of this RFQ. The Vendor shall include the current Service Site Location street address (including zip code) or the anticipated Service Site Location street address (including zip code) in the above provided areas. **A SEPARATE PRICE SHEET MUST BE SUBMITTED FOR EACH PROPOSED SERVICE SITE LOCATION WHEN RESPONDING TO THIS RFQ.**

Row	Column 1	Column 2	*Column 3 (Informational Purposes Only)
		Single Residential Beds	Single Co-Occurring Disorder Overlay Services Per Diem Additive
1	TOTAL NUMBER OF BEDS	Female Beds _____ Male Beds _____	
2	PER DIEM RATE (PER DAY, PER OCCUPIED BED)	\$ _____ Unit Price (Single Residential Bed)	\$ _____ Unit Price (added to cost of Single Residential Bed)

*Vendor may provide a per diem additive rate (unit price) in Column 3, as optional, for Co-Occurring Mental Health Disorder Overlay Services, if Vendor offers this service. This additive cannot exceed \$15.00.

NAME OF VENDOR'S ORGANIZATION

FEIN

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

DATE

**ATTACHMENT II
VENDOR'S CONTACT INFORMATION
FDC RFQ-19-023**

The Vendor shall identify the contact information for Solicitation and the Contract Representative for Contractual purposes per the requested fields of the table below.

	Vendor's Contact Person For Solicitation Purposes	Vendor's Contract Representative (should Vendor be selected)
Name:		
Title:		
Address: (Line 1)		
Address: (Line 2)		
City, State, Zip Code		
Telephone: (Office)		
Telephone: (Mobile)		
Fax:		
Email:		
Other		

Per Section 2.28, any company that submits a Quote for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services, of any amount, must certify that the company is not participating in a boycott of Israel. By signing below, the Vendor manifests this certification:

Authorized Vendor's Signature

Date

**ATTACHMENT III
FACILITY/SITE REQUIREMENTS CERTIFICATION/ATTESTATION PAGE
FDC RFQ-19-023**

Each item listed below is a program facility/site requirement for the Residential Substance Use Disorder Treatment and Behavioral Health Program with Co-Occurring Mental Health Disorder Overlay Services. The Vendor shall certify, by initialing next to each requirement that the proposed facility will meet these requirements **prior to Contract execution**. Prior to final Contract execution and implementation of services, the Department will verify that the selected Vendor(s) facility/site have complied with the requirements of Section 1.2, Section 2.6.4, and Attachment III, "Facility/Site Requirements Certification/Attestation Page" of this RFQ, and all applicable county and city zoning requirements.

Upon review of all submitted responses for this RFQ, the Department will determine the Vendor selected for a Contract and a facility/site inspection will be scheduled.

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

Proposed Facility/Site Address: _____

Dated this _____ day of _____, 20_____.

Name of Organization: _____

Signed by: _____

Name and Title: _____

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

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

Notary Public: _____ My Commission Expires: _____

**ATTACHMENT IV
BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
FDC RFQ-19-023**

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and _____ ("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 regard 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; and
- 3) any Breach, as defined by the HITECH Act; or any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

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

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

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

E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the Contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).

F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that, apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.

- G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.
- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting Protected Health Information to fulfill its Contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this Contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

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

4. **Termination**

- A. Termination for Breach - The Department may terminate this Agreement if the Department determines that has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.

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

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Attachment V

Florida Department of Corrections

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



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

Julie L. Jones, Secretary

August 2007
Revised August 2, 2007
Revised August 28, 2007
Revised November 17, 2010
Revised May 12, 2011
Revised November, 2011
Revised June, 2012
Revised December, 2012
Revised January, 2013
Updated February, 2017
Updated November, 2018

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

COMMUNITY-BASED RESIDENTIAL TREATMENT PROGRAMS

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I. Introduction and Overview

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

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

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

Through contracted providers, the Department offers nonsecure (short-term), secure (long-term) residential substance use disorder treatment programs, and residential substance use disorder and behavioral health programs. The three programs have many elements in common. The primary difference between the three programs is the length of each program component and in the third program, the involvement of behavioral health programs and the possibility of co-occurring overlay services. An offender may be appropriate for referral to one of these residential substance use disorder treatment programs if he or she has a history of substance use disorder, previous treatment failures, and an inability to abstain from using substances in spite of the negative impact of

such behavior on his or her day to day functioning and impairment of their ability to live as a responsible, law-abiding citizen, and who may be in need of co-occurring disorder services.

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

The programs may be briefly described as follows:

A. Nonsecure (Short-Term) Drug Treatment Program

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

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

B. Secure (Long-Term) Drug Treatment Program

This program operates as a TC and the length of stay shall not exceed eighteen (18) months. The Intensive Treatment Component (ITC) will last between two (2) and twelve (12) months dependent on individual clinical need. During the first four (4) months offenders live and remain at the facility 24 hours per day. During the remainder of their stay in the ITC approved offender leave may be granted in increments. Thereafter, offenders participate in an Employment/Re-entry Component (ERC) for up to six (6) months during which time they obtain gainful employment in the community while continuing to reside at the facility and participate in treatment services at the facility in the evenings and weekends.

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

C. Residential Substance Use Disorder Treatment and Behavioral Health Program

This program operates as a TC and the length of stay shall not exceed eighteen (18) months, based on individual clinical need. The Program will be a Residential Substance Use Disorder Treatment and Behavioral Health Program and may include co-occurring overly services.

The Intensive Treatment Component (ITC) will last between two (2) and twelve (12) months dependent on individual clinical need. During the first four (4) months offenders live and remain at the facility 24 hours per day. During the remainder of their stay in the ITC approved offender leave may be granted in increments. Thereafter, offenders participate in an Employment/Re-entry Component (ERC) for up to six (6) months during which time they obtain gainful employment in the community while continuing to reside at the facility and participate in treatment services at the facility in the evenings and weekends.

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

II. PROGRAM PURPOSES

A. Program Regulations

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

- Title 42 Code of Federal Regulations, Part 2.
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Standards for Privacy of Individually Identifiable Health Information;
- Title 45 Code of Federal Regulations, Parts 160, 162 and 164, Chapters 39, 397 and 415, of the Florida Statutes;
- Section 69A-44, of the Florida Administrative Code, Rules of the State Fire Marshall;
- Rules 33 and 65D-30, 64E-11 and 64E-12 of the Florida Administrative Code;

- Code of Ethics and Conduct for Addiction Professionals of Florida;
- Americans with Disabilities Act, including provisions referencing both employment and public service agencies (Titles I and II); and
- Any additional applicable local, state and federal laws, rules and regulations.

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

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

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

B. Philosophy of Treatment

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

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

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

C. The Therapeutic Community Model (TC)

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

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

An important treatment philosophy used in Therapeutic Communities includes an "act as if..." approach toward changing behavior. Offenders are taught to "act their way into a new way of thinking." Insight into one's problems is gained through group and individual interaction. However, active learning through experience -- failing and succeeding and experiencing the logical consequences -- is considered to be the most

potent influence toward achieving lasting change and developing personal responsibility for one's life. In order to promote and teach self sufficiency, the program also focuses on development of educational, vocational and other employment related skills, including basic life skills.

TC program services shall be provided in a positive environment wherein participants share similar problems of chemical abuse or dependency and live and work together to change their lives while residing in a TC, similar to a large family, with staff representing the "parent" or authority figures. There is a chain-of-command that must be followed and a hierarchy in which each offender strives to earn better jobs, better privileges and a higher status in the community. Individuals gain upward mobility within the TC by complying with rules and regulations, participating in all groups and activities and exhibiting high levels of motivation in their job functions. The TC model emphasizes structure, responsibility, credibility, accountability, discipline, consistency and consequences/limit setting. TC services shall be dedicated to facilitating change, growth and improved self-worth for each member of the community. Effective TC services are a "school about life", teaching offenders how to live a life without committing crimes and without using drugs, and providing them with the tools to accomplish these goals.

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

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

Individual counseling sessions shall consist of a minimum of thirty (30) minutes of face-to-face contact with the offender on a monthly basis (or more frequently if clinically indicated). Individuals in the residential

substance use disorder treatment and the behavior health program, who are diagnosed with co-occurring disorder, will receive one (1) individual mental health counseling session each week. Group counseling sessions shall be at least fifty (50) minutes in duration. Neither individual or group sessions will include time utilized for recording progress notes, etc.

D. Therapeutic Community Program Principles

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

community. Through this process, residents learn that leadership is a call to responsibility rather than privilege. In any TC, staff members remain the rational and programmatic authority that has ultimate responsibility for the operation of the program.

E. Therapeutic Community Program Concepts

1. Practicing Self-Help and Mutual Help

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

2. Practicing Positive Role Modeling

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

3. Practicing Social Learning

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

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

Within the TC all individuals are respected and accepted as being unique. At the same time, the strength of the community is derived

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

5. Promoting Upward Mobility and Earned Privileges

"There is no free lunch" expresses the basic truth in the TC that members earn what they get. Changing behaviors, improving attitudes, receiving sanctions, acquiring responsibility, gaining recognition and receiving privileges are all determined by observations and decisions about the honesty of the work done as well as the quality of the effort. We recognize that making any change is often extremely hard and yet, as a community, we expect each member to be committed to doing what's hard. We recognize the results of success by giving greater responsibility, making increasing demands and by assigning privileges and status. Continuous attention is given to monitor and measure these efforts to make and maintain changes. Status and privilege is withdrawn when personal work stops and actions become complacent and irresponsible.

6. Practicing "Acting As If"

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

7. Understanding the Relationship of Belonging and Individuality

Generally, the focus in the early phase of a TC is on ownership and belonging as a participating member of the community, while individuality and self-realization is stressed in the latter phases. Belonging indicates a sense of ownership and relationship to the community and the people within it. To foster a sense of belonging

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

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

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

9. Participating in the Group Process

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

10. Maintaining Written Assignments

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

III. TREATMENT PROGRAM STRUCTURE

A. Program Rules

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

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

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

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

the rules, understand the rules, and agree to abide by the rules. All program/facility rules shall be conspicuously posted in the facility.

B. Mandatory Program Rules

1. Community members will comply with all rules of the Department of Corrections and the Provider treatment management policies and procedures.
2. Community members will not threaten, intimidate or behave with violence toward any person(s) or property. This includes acting in any way which encourages, supports or allows threats, acts of intimidation or violence against personal property.
3. Community members will not behave in any way sexually that violates the "family" concept of the community. This means that community members do not participate in or allow any sex talk, harassment, threats, intimidation, disrespect or sexual behavior among or between community members.
4. Community members will remain free from engaging in substance manufacture and distribution, holding or passing contraband and use of mood altering and dependency forming drugs, including alcohol and alcohol products
5. Community members will attend and participate in all therapeutic and/or other program activities. This means that community members "work" to continue to earn their membership in the therapeutic community.
6. Community members will support and participate in community safety and security responsibilities including sign in/out, room and space checks, roll calls, attendance checks, and accountability verifications.
7. Community members will not participate in or allow the use of cultural put-downs, racial, ethnic or religious slurs, jokes or abuses. This includes any attitudes or behaviors which create "we/they" separateness in the community such as gang signs/talk, posse behaviors or separatist talk and behavior.
8. Community members will treat all personal and community property with respect. This means community members will create and maintain attitudes of honesty, trust, reliability and dependability with respect to safe-guarding personal and community property.
9. Community members will treat information shared within the community with respect. The rights of all members to have personal information

kept confidential within the boundaries of the program and consistent with the laws, regulations and policies of the program are respected.

10. Community members will not participate in or allow gambling, gambling talk or games, manufacturing, trading in, possession of or use of weapons, or any criminal behavior or activity.

C. Graduated Sanctions

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

D. Program Activities

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

1. Cognitive Behavioral Programming:

All participants should receive cognitive behavioral programming during their course of treatment that addresses criminal thinking utilizing one (1) of the following evidenced-based curriculums:

- Thinking for a Change (TFC);
- Moral Reconciliation Therapy (MRT); or
- Criminal Conduct & Substance Use Disorder Treatment – Strategies for Self-Improvement and Change.

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

2. Criminogenic Needs

All individual treatment plans, counseling, and therapeutic activities should, at a minimum, address the following criminogenic areas.

- Anti-Social Personality (Social Awareness);
- Criminal Associates;
- Substance Use;
- Family/Marital;
- Leisure/Recreation;
- Criminal Thinking/Attitude; and
- Employment/School.

3. Counseling Activities and Therapeutic Activities:

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

a. Counseling activities include but are not limited to:

- Individual Counseling Sessions
 - a minimum of thirty (30) minutes of face-to-face contact
- Process/Issues Groups
 - maximum of twenty (20) offenders per group
 - minimum of fifty (50) minutes of face-to-face contact exclusive of time utilized to record progress notes, etc., facilitated by a professional level counselor
- Criminal Conduct Experiential Groups
 - maximum of thirty (30) offenders per group
 - minimum of fifty (50) minutes of face-to-face contact
- Family Counseling Sessions
 - minimum of thirty (30) minutes of face-to-face contact
- Substance Use Disorder Education Groups
 - strategies for avoiding substance use or relapse

- health problems related to substance abuse
- motivational enhancement and strategies for living without using substances
- minimum of fifty (50) minutes of face-to-face contact
- maximum of thirty (30) offenders per group
- TC Groups
 - Groups must be facilitated by a counselor, i.e., house meeting groups, encounter groups, evening wrap up groups

b. Therapeutic Activities include but are not limited to:

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

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

IV. TREATMENT PROGRAM COMPONENTS

A. Program Components

The nonsecure (short-term) treatment program, the secure (long-term) treatment program, and the residential substance use disorder with behavioral health program, all contain an intensive treatment component and an employment re-entry component. Aftercare/continuing care services should also be offered by the program or through referral.

B. Intensive Treatment Component (ITC)

The Intensive Treatment Component is the first phase of the nonsecure (short-term) program, the secure (long-term) program, and the residential substance use disorder with behavioral health program. In these programs,

this component may last from two to 12 months depending upon an individual offender's progress in the program and clinical need.

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

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

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

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

C. Employment/Re-entry Component (ERC)

The Employment/Re-entry Component is the second phase of the nonsecure (short-term) program, the secure (long-term) program, and the residential substance use disorder with behavioral health program. In these programs, this component may last from two to six months depending upon an individual offender's progress in the program and clinical need and recovery capital. The focus in this component shall be facilitating offenders re-integration into the community through community-based employment, continued education, relapse prevention and practicing the skills learned in the ITC. During this phase, offenders are required to secure and maintain

full-time employment (minimum of thirty-two (32) hours per week) and participate in treatment and TC activities, either prior to or after work.

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

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

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

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

D. Exceptions to Component and Program Length

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

Nonsecure Program: An offender's total length of participation in the nonsecure program, including extensions to participation time in the ITC or the ERC and move backs, may be extended up to seven (7) months at the discretion of the Provider, based upon the offender's clinical need, and with the input of the offender's supervising probation officer. In such cases,

approval of the Contract Quality Assurance Program Manager, or designee, is not required. Extensions to seven (7) months should be the exception and not the standard.

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

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

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

E. Aftercare/Continuing Care

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

F. Co-occurring Disorder Services

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

If co-occurring disorder services are provided under the Contract, then the operational procedure shall reflect how Illness Management and Recovery (IMR) evidenced-based practices and principles, or approved alternative, are utilized in providing services. The procedure shall also include the frequency and type of co-occurring overlay services. The Provider shall utilize the IMR evidenced-based principles in addressing co-occurring disorder needs, any deviation must be approved in advanced by the Department. IMR resources can be accessed by utilizing the following:

<http://store.samhsa.gov/product/Illness-Management-and-Recovery-Evidence-Based-Practices-EBP-KIT/SMA09-4463>

Provider(s) that offer co-occurring overlay services must provide the following, to approved offenders, related to co-occurring disorder overlay services:

1. A psychiatric evaluation, diagnosis, and ongoing medication management by a Licensed Psychiatrist, other medical practitioner licensed under Chapter 458, F.S. or Chapter 459, F.S., who has at least two (2) years' experience in the diagnosis and treatment of mental and nervous disorders, or a Licensed Psychiatric, Advanced Registered Nurse Practitioner (ARNP);
2. The Licensed Psychiatrist, other medical practitioner licensed under Chapter 458, F.S. or Chapter 459, F.S., who has at least two (2) years' experience in the diagnosis and treatment of mental and nervous disorders, or a Licensed Psychiatric ARNP shall provide monthly medication management, unless less frequently is clinically warranted and should be documented in the clinical chart by the Licensed Psychiatrist or medical practitioner as described above. The Licensed Psychiatrist, or other medical practitioner as described above, shall order any necessary lab testing/blood work;
3. A Mental Health Clinician licensed in accordance with the requirements set forth in Section 490 or 491 F.S., shall provide a minimum of two (2) hours of mental health services, per resident, per week to include: one (1) hour of individual counseling and one (1) hour of mental health group

counseling. Additionally, they will provide case-management services and liaison between the substance use disorder programming team and medication management with the Psychiatrist. These services are in addition to the counseling hour requirements for the residential program;

4. An individualized treatment plan that reflects their mental health needs and services for approved offenders;
5. The purchase and administration of psychotherapeutic medications for stabilization of mental disorder symptoms, including medications to treat any side effects; and
6. Laboratory testing/blood work to ensure that offender's prescribed psychotherapeutic medications are appropriately and properly managed regarding the type, dosage, and frequency of administration. The Vendor may utilize any public or subsidized funding available, as well as agreements with pharmaceutical companies, laboratories, health departments, or other county/state/federal resources. The offender will not be responsible for payment of psychotherapeutic medications or testing/blood work, unless they have insurance which covers the total cost.

Any deviation to the required services must be made in writing to the Contract Quality Assurance Program Manager.

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

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

V. PROGRAM ELIGIBILITY, REFERRAL, ADMISSION, AND DISCHARGE

A. Determining Initial Program Eligibility

Ideally, offenders who are court-ordered into the programs will have been screened by the Provider in accordance with the requirements of Rule 65D-30, F.A.C. prior to placement. If it is not feasible for the Provider to

screen the offender prior to sentencing and placement into the program, it is imperative that the Provider conduct the initial screening as soon as possible thereafter in order to determine appropriateness for treatment. The Provider must document the clinical rationale for an offender's admission or exclusion from the program in writing, utilizing a screening process identified in Rule 65D-30, F.A.C.

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

To be eligible for the program:

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

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

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

5. Offenders with a history of sexual offenses.

B. Program Referral

For offenders who meet the eligibility criteria, the officer shall complete Section I of the Community Supervision Referral Form (DC5-404) even if the Provider has not yet conducted an initial screening on the offender to determine suitability for the program. The Supervising Probation Officer (officer assigned to the program) may also complete Section II of the DC5-404 on behalf of the Provider, in accordance with local practice, and enter into data entry, or forward to the appropriate circuit staff for data entry, once the officer confirms the offender's arrival at the program. Only those offenders referred and approved by the Department via a completed DC5-404 are eligible to be placed into a Department-contracted community-based residential substance use disorder treatment program. Upon the offender's admission to the program, the Provider shall provide written notification to the supervising officer to document program entry for the offender's Department of Corrections offender file.

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

C. Program Admission and Orientation

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

1. Screening and Orientation;
2. Assessments:
 - a. Physical health
 - b. Psychosocial to include administration of the Adverse Childhood Experience Questionnaire;
 - c. Special needs (identification of offenders with mental illness and other needs)
3. Initial Treatment Plan and/or Individualized Treatment Plan; and

4. Provide an Offender Handbook during orientation, which will also include subsistence and any other fee requirements.

D. Risk and Needs Assessment

The Provider shall incorporate a risk and needs assessment into their psychosocial assessment. This assessment component should be used to determine the criminogenic needs that will be address throughout the treatment process. The identified criminogenic needs shall be incorporated into the Individualized treatment Plan, in conjunction with any other needs identified by the psychosocial assessment. The Vendor shall utilize the results of the Department's Risk and Needs Assessment, when available, in lieu of any tool they are currently using.

E. Program Discharge

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

F. Discharge Summary

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

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

G. Criteria for Discharge

Each Residential Treatment Program Provider should develop a policy on discharge, which clearly defines the program's behavioral expectations of the offender. The policy should stress the requirement for full participation by all offenders in all program activities. The Department recognizes three types of discharge, successful, administrative and unsuccessful.

1. Successful Completion

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

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

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

2. Administrative Discharge

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

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

- d. transfer to a more appropriate treatment modality; or
- e. death of the offender.

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

3. Unsuccessful Termination

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

- a. violation of program rules;
- b. failure to attend therapeutic and program activities as required;
- c. a documented pattern of undermining program effectiveness for him/herself or others by being sufficiently apathetic, problematic, and/or disruptive toward staff and/or other program offenders; and
- d. revocation of probation or community control if the violation occurred while the offender was enrolled in the program.

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

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

If, at any time, the offender cannot be located and his/her whereabouts is unknown, program staff shall, within two (2) hours, notify the Department's designated Probation Officer or other designated person of the absence of the offender. Following this notification, program staff will document the circumstances of the offender's absence in writing and convey it to the Probation Officer or Department designee assigned to the facility within one (1) business day following telephone

notification, unless the day falls on a Saturday or Sunday and then it should be no later than Monday.

G. Program Readmission

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

VI. GUIDELINES FOR OFFENDER PROGRAM PARTICIPATION

A. Work Details and Extra Duty

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

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

- 1. Internal Work Details** – These consist of offenders' daily job assignments to insure order and cleanliness of the facility. Each offender shall have a distinct job responsibility. Internal work details may include assisting with food service and preparation and shall be

considered a part of an offender's total time allotted for internal work details.

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

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

Residential Substance Use Disorder Treatment and Behavior Health Program: A maximum of four (4) hours per day, per offender, six (6) days per week may be allotted to internal work details.

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

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

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

Residential Substance Use Disorder Treatment and Behavior Health Program: A maximum of twelve (12) hours per week, four (4) hours per day for the entire community, may be allotted to external work details.

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

- Extra duty shall never supplant therapeutic, educational, vocational, or employment activity.
- Though extra duty is recognized as a legitimate form of behavior modification, the treatment provider shall consider other appropriate means to address rule violations such as written assignments and the assignment of seminars, etc.
- Extra duty must be clinically justified.
- Extra duty must relate directly to the rule violated and the offender's treatment plan.

- All extra duty shall be recorded in the offender treatment file and include the date, time and type of rule infraction, the date of the extra duty assignment, the type of extra duty assigned, the amount of time allotted to the extra duty, and the staff person(s) who assigned the extra duty.
- No more than two (2) hours of extra duty may be assigned for any rule infraction.
- A maximum of two (2) hours extra duty shall be performed by an offender on any given day, regardless of the number of hours of extra duty the offender has been assigned.
- A maximum of ten (10) hours extra duty may be assigned to an offender in any given week.

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

- New construction
- Remodeling or renovation
- Carpentry
- Plumbing
- Electrical or mechanical work
- Air conditioning installation or repair
- Primary food service, i.e., Chef or Supervisor of food service preparation

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

B. Employment

Offenders in residential substance use disorder treatment programs shall receive instruction and guidance in employment readiness skills such as preparing resumes, completing applications for employment, interviewing skills, developing good work habits, and other such topics. In addition, program staff shall assist offenders in developing job leads and ultimately, obtaining full-time employment. Offender full-time employment shall consist of one (1) or more jobs that are lawful and verifiable and shall total

a minimum of thirty-two (32) hours per week. Offenders may also attend Adult Education classes, basic literacy, General Equivalency Diploma (GED) preparation and other on or off-site vocational training and/or apprenticeship programs and work in a part-time capacity (generally 16 hours of work per week) while participating in the Employment/Re-Entry Component. It is recommended, however, that whenever possible, offenders should work forty (40) hour per week. Providers are encouraged to establish relationships with employers in the public and private sectors, and other community resources to develop job opportunities for offenders in the program.

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

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

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

1. Guidelines for Offender Employment

- All offender employment must be lawful and verifiable
- All offender employment must support the gains made in treatment
- All offender employment must be approved by the Probation Officer and the Program Director, including self-employment and employment by a relative.
- Offenders employed in the community must return to the treatment

facility no later than 7:30 p.m. unless they have prior approval from the Probation Officer and the Program Director.

- Offender employment shall be within the set geographical boundaries established by the Program Director unless an exception has been approved by the Probation Officer and the Program Director.

2. Verifying Offender Employment

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

C. Educational and Vocational Training

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

D. Management of Personal Finances

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

E. Management and Oversight of Offender Funds

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

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

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

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

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

At a minimum, the policy and procedure shall:

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

G. Program Leave and Off-Site Activities

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

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

1. Approved Offender Leave Program

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

In order for an offender to participate in the Approved Offender Leave Program, the offender must either (1) have no prohibition against participation in such a program as indicated in the order of supervision and any other applicable court or administrative order; or (2) have the explicit approval of the court or releasing authority to participate in such a program. Offenders approved to participate must also have a community sponsor, preferably a family member. If a family member is not available, a citizen volunteer sponsor will be considered. The Provider and the Probation Officer shall screen, approve, and provide orientation to the offender's community sponsor. Sponsors may not be under the current supervision of the Department.

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

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

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

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

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

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

The following schedule of Approved Offender leave shall apply to offenders in the **Secure Program and in the Residential Substance Use Disorder and Behavioral Health Program**:

- a. During the first four (4) months after program entry, Approved Offender Leave may not be authorized.
- b. During the 5th month of program participation, an offender may be granted a maximum of four (4) daylight hours of approved leave per week.
- c. During the 6th month of ITC program participation, an offender may be granted a maximum of eight (8) hours of approved leave per

week. During the 6th month if the offender is in the ERC a maximum of twelve (12) hours of approved leave per week may be granted.

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

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

2. Recreation and Leisure Activities

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

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

Participation in off-site recreational activities shall be limited to a maximum of eight (8) hours per week. Unsupervised night-time

recreational activities are discouraged, but not prohibited. In these instances, offenders must return to the facility no later than midnight.

3. Other Off-Site Activities

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

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

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

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

H. Absence from Program Other Than Approved Offender Leave

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

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

I. Community/Public Service Work

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

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

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

J. Transportation of Offenders

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

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

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

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

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

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

K. Alcohol/Drug Screening and Testing:

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

During the Initial Fourteen Days of Treatment:

- **Nonsecure Program:** No random alcohol breath/laboratory drug test screen/test is required during the first fourteen (14) days of offender's treatment.
- **Secure Program:** No random alcohol breath/laboratory drug screen/test is required during the first fourteen (14) days of offender's treatment.
- **Residential Substance Use Disorder Treatment and Behavioral Health Program:** No random alcohol breath/laboratory drug screen/test is required during the first fourteen (14) days of offender's treatment.

During the Intensive Treatment Component:

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

calendar month (calendar month begins with first day of enrollment in program);

- **Residential Substance Use Disorder Treatment and Behavioral Health Program:** minimum of one (1) random alcohol breath/laboratory drug screen/test (on-site and/or laboratory) per calendar month (calendar month begins with first day of enrollment in program);

During the Employment/Re-Entry Component:

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

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

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

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

The Department's expectation is that the Provider shall maintain the above frequency for all randomly conducted on-site alcohol breath/laboratory

screen/test on offenders in the program and under no circumstances will a compliance rate of alcohol breath/laboratory screen/tests of less than eighty percent (80%) be acceptable.

VII. PROGRAM LICENSURE AND FACILITY REQUIREMENTS

A. Program Licensure

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

In accordance with Department' Contract, the Provider (program director or clinical supervisor) will report in writing to the Contract Manager, or designee, and the Local Quality Assurance Coordinator, license status as follows immediately upon notification from the Department of Children and Families:

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

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

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

1. Any noted program non-compliance issue(s),
2. The time frame in which to correct deficiencies cited by Department of Children and Families, and

3. Corrective actions to be implemented by the program to address the non-compliance issues.

B. Program Facility Standards

The Provider shall staff, equip, and maintain the program facility in accordance with the requirements of Rule 65D-30.004(34), F.A.C. and all updates and revisions as evidenced by the program's current DCF residential licensure report. The facility shall have office space available for use by Department staff that allows for confidential business to be conducted. The department designated office space must have access to a telephone and computer hook-up.

C. Food Service Standards

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

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

D. Disaster Management, Safety and Sanitation

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

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

E. Offender Program Costs

Any fees incurred by the offender while participating in the treatment program must be fully disclosed to the offender during orientation. All fees

for which the Provider will request reimbursement from the offender must be approved in advance by the Contract Manager or designee. The Provider shall provide a receipt to the offender for every payment made to the Provider.

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

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

VIII. STAFFING

A. Staffing Pattern

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

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

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

All staff must receive twenty (20) hours of orientation on center rules and regulations prior to assuming responsibility for the position they were hired

for. Annual training should be in accordance with the requirements of Rule 65D-30, F.A.C. and Chapter 397, F.S., and all updates and revisions.

B. Staff Vacancies

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

C. Staffing Qualifications

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

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

addiction and/or mental health counseling; or

9. High school diploma/GED and six (6) years of professional experience in chemical addiction and/or mental health counseling.

Effective January 1, 2013, if the Contractor utilizes student interns to provide services, they must adhere to the following: Student interns may be assigned 2-3 offenders as a case load; however, the offender must have an assigned primary counselor who is responsible for their care. The intern may not be considered as the primary counselor. This is to ensure continuity of care for the offender during the course of their treatment program. The intern must be supervised by a Qualified Professional.

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

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

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

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

D. Staff Conduct

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

E. Staff Background/Criminal Record Checks

Staff background/criminal records checks shall be conducted prior to any staff being assigned to work under a contract. Please refer to the

specific contract for the information regarding Staff Background/Criminal Record Checks.

IX. Program Monitoring

The Department's Bureau of Contract Management and Monitoring will perform an on-site, in-dept quality assurance, programmatic, and facility Comprehensive Program Evaluation on an annual basis in conjunction with the Bureau of Readiness and Community Transition (responsible for Quality Assurance Program Oversight).

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

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

Quality Assurance on-site monitoring shall occur at intervals determined by the Department and shall be conducted on-site by the Local Quality Assurance Coordinator, or designee.

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

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

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

X. PROGRAM ADMINISTRATION

A. Programmatic Reporting

Programmatic reporting requirements are outlined in the Contract.

B. Records and Documentation

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

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

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

C. Policies and Procedures

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

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

1. All areas required by licensure in accordance with 65D-30 F.A.C. and any revisions/updates;
2. Timely dissemination of approved or revised policies and procedures to designated staff and, when appropriate, to offenders prior to implementation;
3. Monitoring of the program through internal audits and reviews conducted by the Program Director or designated staff;
4. Monthly staff meetings with key staff members;
5. Prohibiting any offender from being in a position of authority over other offenders, yet allowing for offender participation in the treatment structure of the Residential Treatment Program;
6. Conducting searches at the facility, as needed, to control contraband and locate missing or stolen property;
7. Prohibiting the use of personal abuse and corporal punishment and ensuring that offenders are not subject to unusual punishment, mental abuse, or punitive interference with daily functions of living, such as eating and sleeping;
8. Grievance and appeal process;
9. Use of graduated sanctions;

10. Recruitment, selection, training, authority and responsibilities of citizen volunteers;
11. Addressing program offender language and/or literacy problems to ensure their understanding of program requirements, rules, and regulations;
12. Medical protocol to include under what circumstances and the manner by which an offender will be referred for medical services on a twenty-four (24) hour basis.
13. Emergency, Pandemic and Infectious disease plans. This includes evacuation plans and isolation plans.

D. Offender Handbook

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

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

E. Subsistence

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

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

F. Citizen and Volunteer Involvement

The Provider shall have a policy and procedure for citizen/volunteer involvement which includes a system for a selection, term of service and definition of tasks, responsibility and authority. This policy and procedure shall prohibit the use of volunteers in the nonsecure or secure programs who are under the current supervision of the Department of Corrections.

The Provider shall screen, approve, and provide orientation to the program volunteers. Volunteers in the programs shall agree in writing to abide by facility policies and staff conduct requirements.

The treatment Provider shall ensure a staff member is designated to serve as supervisor of volunteer services. Definitions of responsibilities and authority of the supervisor of volunteer services shall be in writing. The supervisor of volunteer services shall maintain records and reports pertinent to services rendered by volunteers. The treatment Provider shall include in their written policy and procedure guidelines under which the services of a volunteer or volunteer organization shall be curtailed, postponed or discontinued for cause.

G. Incident Reports

The Provider shall immediately, or as soon as possible thereafter, report all incidents, to the Contract Manager or designee. The Provider shall follow up with submission of a signed and dated Incident Report (DC3-225) to the Department within 24 hours. A copy of the report shall be placed in the offender's case file.

Reportable incidents include, but are not limited to:

1. Incidents involving any use of force or restraint by a staff member upon a Department of Corrections offender;
2. Physical or verbal threats and assaults regarding offenders upon each other or facility staff;
3. Destruction of property;
4. Program participants use of drugs, including alcohol;
5. Staff misconduct;
6. Inappropriate sexual behavior by offenders,
7. Offender medical emergencies; and
8. Emergency Medical Services personnel or law enforcement response to incidents at the facility.

Written policy and procedure restricts the use of physical force to instances of justifiable self protection, protection of others, and prevention of property damage, and only to the degree necessary and in accordance with the appropriate statutory authority.