



FLORIDA DEPARTMENT OF CORRECTIONS

## Bureau of Procurement

**REQUEST FOR PROPOSALS (RFP)  
FOR  
OUTPATIENT SUBSTANCE USE TREATMENT AND AFTERCARE**

**FDC RFP-18-003**

**RELEASED ON  
August 11, 2017**

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

---

**Refer ALL Inquiries to  
Procurement Officer:**

**Pamela McLean**  
[purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com)

## TABLE OF CONTENTS

<b>TIMELINE .....</b>	<b>4</b>
<b>SECTION 1.0 INTRODUCTORY MATERIALS .....</b>	<b>5</b>
1.1 Background.....	5
1.2 Statement of Purpose .....	5
1.3 Definitions .....	5
1.4 Overview .....	8
1.5 Start-up.....	9
1.6 Contract Term .....	9
1.7 Contract Renewal.....	9
1.8 Pricing Methodology.....	10
1.9 Conflicts and Order(s) of Precedence .....	10
<b>SECTION 2.0 SCOPE OF WORK.....</b>	<b>10</b>
2.1 Scope of Services .....	10
2.2 Rules and Regulations .....	10
2.3 Confidentiality .....	12
2.4 Department Responsibilities.....	12
2.5 Vendor Requirements .....	12
2.6 Administrative Requirements .....	12
2.7 Service Sites and Service Schedules .....	12
2.8 Program Services to Be Provided .....	18
2.9 Required Program Characteristics .....	18
2.10 Program Quality Improvement.....	19
2.11 Treatment Services .....	19
2.12 Vendor Staff Requirements .....	26
2.13 Policies and Procedures.....	27
2.14 Value-Added Services.....	28
2.15 Conduct and Safety Requirments.....	28
2.16 Staff Background/Criminal Records Checks.....	29
2.17 Deliverables .....	31
2.18 General Reporting Requirements.....	31
2.19 Performance Measuring and Performance Monitoring .....	34
2.20 Monitoring Methodologies .....	37
2.21 HIPAA Business Associate Agreement .....	38
2.22 Records and Documentation.....	38
2.23 Financial Specifications.....	39
2.24 Vendor Ombudsman .....	39
2.25 Modification after Contract Execution .....	39
<b>SECTION 3.0 - PROCUREMENT RULES AND INFORMATION.....</b>	<b>40</b>
3.1 Instructions to Respondents (PUR1001) .....	40
3.2 Vendor Inquiries.....	40
3.3 Cost of Proposal Preparation .....	41
3.4 Identical Tie Proposals.....	41
3.5 Instructions For Proposal Submittal.....	41
3.6 Project Proposal Format and Contents.....	41
3.7 Response Opening .....	48
3.8 Evaluation Criteria.....	48
3.9 Disclosure of Response Contents .....	49
3.10 Basis of Award .....	49
3.11 Posting of Notice of Agency Decision.....	50
3.12 Rules for Withdrawal .....	50
3.13 Rejection of Proposals .....	50
3.14 Pre-Proposal Conference.....	50

3.15	Addenda .....	51
3.16	Verbal Instructions Procedure .....	51
3.17	No Prior Involvement and Conflict of Interest .....	51
3.18	State Licensing Requirements .....	51
3.19	MyFloridaMarketPlace (MFMP) Registration .....	52
3.20	Travel Expenses .....	52
3.21	Confidential, Proprietary, or Trade Secret Material.....	52
3.22	E-Verify .....	52
3.23	Vendor Substitute W-9 .....	53
3.24	Scrutinized Companies .....	53
3.25	Disposal of Proposals .....	53
3.26	Protest Procedures .....	53
<b>SECTION 4.0 SPECIAL CONDITIONS.....</b>		<b>53</b>
4.1	General Contract Conditions (PUR1000) .....	53
4.2	State Initiatives.....	53
4.3	Subcontracts .....	54
4.4	Insurance .....	55
4.5	Copyrights, Right to Data, Patents and Royalties .....	55
4.6	Independent Contractor Status.....	56
4.7	Assignment .....	56
4.8	Severability .....	56
4.9	Use of Funds for Lobbying Prohibited .....	56
4.10	Reservation of Rights.....	56
4.11	Convicted Felons .....	57
4.12	Taxes.....	57
4.13	Safety Standards.....	57
4.14	Americans with Disabilities Act.....	57
4.15	Employment of Department Personnel.....	57
4.16	Legal Requirements.....	57
4.17	Conflict of Law and Controlling Provisions .....	57
4.18	Prison Rape Elimination Act (PREA).....	58
4.19	Termination.....	58
4.20	Retention of Records .....	58
4.21	Indemnification.....	59
4.22	Inspector General.....	59
<b>ATTACHMENT I</b>	<b>Mandatory Service Site Locations .....</b>	<b>60</b>
<b>ATTACHMENT II-VIII</b>	<b>Cost Proposal Sheets (Circuit 4,5,7,8,14,15, and 17) .....</b>	<b>63-69</b>
<b>ATTACHMENT IX</b>	<b>Business Associate Agreement For HIPAA.....</b>	<b>70</b>
<b>ATTACHMENT X</b>	<b>Certification/Attestation Form .....</b>	<b>75</b>
<b>ATTACHMENT XI</b>	<b>Business/Corporate Reference Form.....</b>	<b>76</b>
<b>ATTACHMENT XII</b>	<b>Reference Questionnaire .....</b>	<b>77</b>
<b>ATTACHMENT XIII</b>	<b>Evaluation Criteria.....</b>	<b>79</b>
<b>ATTACHMENT XIV</b>	<b>Sample Program Referral (DC5-404).....</b>	<b>90</b>
<b>ATTACHMENT XV</b>	<b>Certification of Drug Free Workplace Program.....</b>	<b>91</b>
<b>ATTACHMENT XVI</b>	<b>Vendor Contact Information .....</b>	<b>92</b>
<b>ATTACHMENT XVII</b>	<b>Sample Monthly Performance Report/Summary Invoice.....</b>	<b>93</b>

**TIMELINE**  
**FDC RFP-18-003**

EVENT	DUE DATE	LOCATION
Release of RFP	August 11, 2017	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Pre-Proposal Conference (non-mandatory)	August 18, 2017 at 10:00 a.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Pamela McLean 501 South Calhoun Street Tallahassee, Florida 32399  Call-in Telephone Number: (888) 670-3525 Participant Code 1603048419
Last day for written inquires to be received by the Department	August 31, 2017 prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement, Pamela McLean <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a>
Anticipated Posting of written responses to written inquires	September 6, 2017	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Proposals Due and Opened	September 19, 2017 Must be received prior to 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Pamela McLean 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	September 26, 2017 at 10:00 a.m., Eastern Time	Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Recommended Award	October 24, 2017	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## SECTION 1.0 – INTRODUCTORY MATERIALS

### 1.1 Background

Section 945.025(1), Florida Statutes (F.S.), gives the Florida Department of Corrections (Department) responsibility for the supervision of offenders. As of June 30, 2016, the Department's active community supervised offender population was 106,700. Approximately 59.5% (63,487) of those offenders are in need of substance use treatment, and the number is expected to rise.

### 1.2 Statement of Purpose

The Department is seeking qualified Vendors for the provision of Outpatient Substance Use Treatment and Aftercare for Judicial Circuits 4, 5, 7, 8, 14, 15, and 17 in Florida. The Judicial Circuits to receive services are provided in Attachment I, Mandatory Service Site Locations.

The Department is requesting Proposals from qualified Vendors who have a minimum of two (2) years of business/corporate experience, within the last five (5) years, in the provision of community-based criminal justice substance use treatment to individuals involved in the criminal justice system.

The Department intends to award Contracts for each service site location within a Judicial Circuit, based upon funding availability, and the Department's determination of service needs. A Vendor may submit a Proposal for one (1) or more locations. However, if submitting a Proposal for multiple locations, a separate Cost Proposal Sheet must be submitted for each Service Site Location when responding to this RFP.

To submit a Proposal for a service site location, Vendors must have a current site location or a proposed site location within the designated area(s), as specified in Attachment I, Mandatory Service Site Locations.

### 1.3 Definitions

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

**1.3.1 Attributes:** Essential components of the program.

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

**1.3.3 Clinical File:** The file developed and maintained by the Vendor, for each offender participating in outpatient substance use treatment services, that contains clinical substance use treatment information in accordance with Chapter 65D30, Florida Administrative Code (F.A.C.), 42 Code of Federal Regulations, Part 2, Subsection 297.501(7), F.S., and additional programmatic requirements for each offender.

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

- 1.3.5 **Comprehensive Program Evaluation:** An in-depth Contract compliance monitoring technique, conducted a minimum of once per fiscal year by the Department's Contract Manager, or designee, and completed to document the Vendor's compliance with the terms of the Contract, and to evaluate overall program functioning. Frequency of monitoring will be at the discretion of the Department's Contract Manager, or designee, in accordance with Department's procedures.
- 1.3.6 **Contract:** The resulting agreement between the successful Vendor and the Department.
- 1.3.7 **Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the resultant Contract.
- 1.3.8 **Corrective Action Plan (CAP):** A Vendor's written comprehensive plan to remedy deficiencies discovered in the course of Contract monitoring and/or discovered at any time during the term of the Contract.
- 1.3.9 **Day:** Calendar day, unless otherwise stated.
- 1.3.10 **DC Number:** Refers to the Florida Department of Corrections Identification Number assigned to an offender or an inmate.
- 1.3.11 **Deliverables:** Those services, items, and/or materials provided, prepared and delivered to the Department in the course of Contract performance. Deliverables are specifically described in Section 2.17 of this RFP.
- 1.3.11 **Department:** The Florida Department of Corrections (FDC).
- 1.3.12 **Evaluation Methodology:** The process utilized by the Department to evaluate the portions of the Proposal against pre-determined, established evaluation criteria, in order to determine scores and final ranking of qualified Vendors.
- 1.3.13 **Evidenced-Based Practices:** Service approaches, or utilization of curriculums, that have been validated by some form of documented scientific evidence, which have specific outcome measures. Evidenced-based practices and/or curriculums stand in contrast to approaches that are based on tradition, convention, belief, and/or anecdotal evidence.
- 1.3.14 **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.
- 1.3.15 **Individual Treatment Plan:** An individualized, written plan of action that directs treatment services, and is based on an assessment and input from the offender. The Plan also establishes goals and corresponding measurable objectives, time frames for completing objectives, and the type and frequency of services to be provided.

- 1.3.16 **Initial Treatment Plan:** A preliminary, written plan of goals and objectives intended to inform the client of service expectations, and to prepare the client for service provision.
- 1.3.17 **Licensure:** The statutory or regulatory authority to provide substance use programs to offenders.
- 1.3.18 **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.
- 1.3.19 **Local Contract Coordinator:** A Department employee, designated to monitor Contract compliance and to coordinate actions and communications between the Department and the Vendor.
- 1.3.20 **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the Vendor to be responsive to this solicitation. Failure to meet these responsiveness requirements will cause rejection of a Proposal. Any Proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- 1.3.21 **Material Deviations:** A deviation that the Department, at its sole discretion, has found to be out of substantial accord with this RFP's requirements, provides an advantage to other Proposers, , has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a Proposal.
- 1.3.22 **Minor Irregularity:** A variation from the RFP terms and conditions that does not affect the price of the Proposal or give the Vendor an advantage or benefit not enjoyed by the other Vendors or does not adversely affect the interests of the Department. A minor irregularity will not result in a rejection of a Proposal.
- 1.3.23 **Offender:** An individual who is under community supervision with the Department and ordered by the sentencing authority or releasing authority to participate in an outpatient substance use treatment program as a condition of supervision, or in accordance with the terms of the pre-trial intervention agreement and approval by the Department.
- 1.3.24 **Primary Counselor:** An employee who is part of the clinical staff and who has primary responsibility for delivering and coordinating clinical services for specific clients.
- 1.3.25 **Prison Rape Elimination Act (PREA):** Where used herein, refers to Part 115 of Title 28 of the Code of Federal Regulations (C.F.R.), National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
- 1.3.26 **Probationary License:** As used herein, refers to the license issued by the Florida Department of Children and Families (DCF) for a new substance use treatment program or for a new program component pending addition to an existing license. A probationary license is valid for 90 days after the date of issuance, but may be reissued by DCF for one (1) additional 90-day period.

- 1.3.27 Quality Assurance Program:** A formal method of evaluating the quality of care rendered by a Vendor and is used to promote and maintain an efficient and effective service delivery. Quality assurance includes the use of a quality improvement process to prevent problems from occurring so that corrective efforts are not required.
- 1.3.28 Recovery Capital:** The internal and external resources necessary for an individual to achieve and maintain recovery from substance misuse, 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.
- 1.3.29 Relapse Prevention:** A type of substance use treatment program provided in an outpatient setting that includes therapeutic activities designed to foster greater awareness of the individual's substance use patterns, warning signs of regression, and coping skills to support recovery from substance use.
- 1.3.30 Responsible Vendor:** A Vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- 1.3.31 Responsive Proposal:** A Proposal, submitted by a responsive and responsible Vendor that conforms in all material respects to the solicitation.
- 1.3.32 Risk Behavioral Interventions:** Interventions, during substance use treatments, that are concerned with the reduction in risk and the change in behaviors.
- 1.3.33 Service Area:** For the purposes of this RFP and resulting Contract, the service area refers to the State's Judicial Circuit, wherein the services requested in this RFP are required to be delivered by the Department.
- 1.3.34 Subcontract:** An agreement entered into by the Vendor with any other person or organization that agrees to perform any performance obligation for the Vendor specifically related to securing or fulfilling the Vendor's obligations to the Department under the terms of the resultant Contract.
- 1.3.35 Successful Vendor/Contractor:** A legally qualified corporation, partnership, or other entity, that will be performing as the Vendor under any Contract resulting from this ITN.
- 1.3.36 Value-Added Services:** Additional services the Vendor may offer to provide to the Department, in addition to providing services that meet the minimum services requirements and specifications of this RFP, offered at no additional cost to the Department.
- 1.3.37 Vendor or Respondent:** A legally qualified corporation, partnership or other entity submitting a response to the Department, pursuant to this RFP.

## 1.4 Overview

The Outpatient Substance Use Treatment Program is a community-based program that offers licensed outpatient substance use treatment program services to offenders. All



services must be provided in accordance with Chapter 65D-30, F.A.C., and any subsequent revisions. Participants will be offenders under community supervision with the Department, who are ordered by the sentencing or releasing authority, or are required to participate by Interstate Compact. All participants must be pre-approved by the Department. The goal of the Program is to offer services and interventions, in a supervised and treatment-supported environment, in an effort to motivate and assist offenders in their personal recovery from substance use.

Any offender receiving services must be referred and approved by the Department. The Department is committed to providing outpatient substance use treatment program services to offenders requiring such treatment in each of the Judicial Circuit service areas. Outpatient substance use treatment program services shall be available to both male and female offenders. Access to and provision of outpatient substance use treatment program services will be in accordance with Department guidelines.

The following table indicates an approximate number of currently supervised offenders in the requested service areas, as of March 30, 2017.

Judicial Circuit	Approximate Number of Supervised Offenders
4	5,209
5	6,211
7	5,654
8	2,267
14	3,497
15	4,438
17	9,368

**1.5 Start-up**

The Vendor must have the capability to implement service delivery, as described herein, on a date agreed upon between the Vendor and the Department, as defined in the subsequent Contract implementation.

**1.6 Contract Term**

The initial term of the resultant Contract shall be for a three (3) year period.

**1.7 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 the resulting Contract, it will provide written notice to the Vendor, no later than 90 days prior to the Contract expiration date.

## 1.8 Pricing Methodology

The Vendor shall provide a Unit Price (rate per offender, per service) for the services requested herein using the Cost Proposal Sheets, Attachments II-VIII, depending on the Circuits where the Vendor intends to provide service(s). The pricing shall be evaluated based on the Grand Total Price, per service site location. Awards will be made per service site location in each circuit. The Department will verify all price calculations, and may correct mathematical errors. In the case of an error, unit prices shall prevail.

**For informational purposes, the statewide average cost for services in FY 2016/17 is listed below:**

Intake Screening	Assessment	Individual Counseling	Treatment Plan Review	Aftercare Plan Review	Group Counseling (rate per person, per group)
\$47.56	\$104.04	\$32.27	\$22.37	\$31.00	\$20.65

## 1.9 Conflicts and Order(s) of Precedence

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

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

## Section 2.0 – Scope of Work

### 2.1 Scope of Services – General Description of Services

The Department intends to contract for the provision of both outpatient substance use treatment and aftercare services to offenders on community supervision with the Department. The services required include, intake screening, assessments, individual counseling, treatment plan reviews, aftercare services and aftercare plan reviews, group counseling, referrals for other treatment services, and any other services described herein. The goal of the Department's treatment program is to offer services and interventions that motivate and assist offenders in their personal recovery from substance use, while allowing them to maintain residence and employment in the community.

### 2.2 Rules and Regulations

**2.2.1** All services provided under the resulting Contract must meet all applicable local, State and federal ordinances, laws, rules and regulations. Specifically, the Contractor shall ensure that all substance use treatment program components are licensed and provided, in accordance with the most current version of Chapter 397, F.S., Chapter 65D-30, F.A.C., and the Code of Federal Regulation 42, Part 2.

**2.2.2** In addition, services must be provided in accordance with any applicable court orders, the Department's program and procedural guidelines, and any subsequent revisions and/or addenda to those documents. The Contractor shall be notified of any such revision(s) or addenda, and the updated version will take

precedence. The Contractor and the Department shall work cooperatively to ensure service delivery is made in complete compliance with all such mandates and requirements.

- 2.2.3** The Contractor shall obtain the required licensure for both outpatient substance use treatment and aftercare services, and shall comply with requirements and standards regarding the operation of an outpatient substance use treatment program and aftercare program, as set forth in Chapter 65D-30, F.A.C.
- 2.2.4** The Contractor 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 of such shall be submitted to the Department's Contract Manager, or designee, upon request.
- 2.2.5** The Contractor 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."
- 2.2.6** The Contractor shall provide the Department's Contract Manager, or designee, with a current copy of the program description, eligibility criteria, program rules, and specific criteria for program discharge, upon execution of the resulting Contract.
- 2.2.7** The Contractor shall submit any and all revisions and updates to the program description, program structure, eligibility criteria, and program rules to the Department's Contract Manager, or designee, for review and written approval, prior to such revisions and updates being implemented, once the resultant Contract has been executed.
- 2.2.8** The Contractor 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.
- 2.2.9** 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.
- 2.2.10** The Contractor 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 mentioned above.
- 2.2.11** The Contractor agrees to modify its service delivery in order to meet or comply with revisions made by operation of law, secondary to a change in practice standards or regulations, because of legal settlement agreement, or change in the Department's mission. Any changes in the Scope of Work will be made in accordance with Section 2.25, Modification after Contract Execution.

## **2.3 Confidentiality**

The Contractor shall maintain confidentiality with reference to offenders receiving services. The Contractor shall maintain confidentiality in accordance with applicable local, State, and federal laws, rules and regulations. The Department and Contractor agree that all information and records obtained in the course of providing services 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 will complete Section I of the Community Supervision Program Referral Form, DC5-404, Attachment XV, for each offender approved for the Program, and forward the form to the Contractor.

**2.4.2** The Department will make available to the Contractor, upon request, all non-confidential records and social histories pertaining to referred offenders, if such records are not otherwise protected from disclosure by law.

**2.4.3** The Department will provide, upon execution of the resulting Contract, a copy of all Department forms necessary to comply with Section 2.18, General Reporting Requirements.

## **2.5 Vendor Requirements**

**2.5.1** The Contractor shall furnish its own support services, such as administrative or clerical staff.

**2.5.2** The Contractor shall provide its own internet access and maintain a current, active email address at all times for the duration of the resulting Contract.

**2.5.3** The Contractor 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.

## **2.6 Administrative Requirements**

**2.6.1** The Department will not provide any administrative functions or office support to the Contractor (e.g., clerical assistance, office supplies, telephone equipment and service, copiers, fax machines, and preparation of documents), except as indicated in this RFP.

**2.6.2** The Contractor shall furnish its own supportive services (e.g., secretarial or clerical staff) and all supplies (office, administrative, etc.).

## **2.7 Service Sites and Service Schedules**

### **2.7.1 Service Location**

**2.7.1.1** The service location shall be at a Department-approved site as determined by this RFP. The specific site will be designated in the resulting Contracts.

- 2.7.1.2** All service site locations must be located within the specified county, city, or zip code, as indicated in Attachment I, Mandatory Service Site Locations. All site locations must be licensed prior to execution of a Contract and commencement of service provision. In the event that a Contractor offers a site not currently licensed, the Contractor must provide written documentation of a license request to the Department's Contract Manager within 15 days of award. This documentation shall be from the DCF, that an application for licensure (at that site) has been received by DCF, and will be completed for processing no later than 30 days prior to the anticipated Contract start date. In the event that the Department's Contract Manager, or designee, does not receive this documentation, the Department reserves the right to withdraw the Award and make an Award to the next highest-ranking, responsive Vendor submitting a Proposal for that location.
- 2.7.1.3** Each service location shall meet all State, county, and city zoning, permitting and licensing at the time of Contract execution, as well as any other requirements necessary for operation. The Contractor shall provide such documentation to the Department's Contract Manager, or designee, upon request, at any time during the term of the resulting Contract.
- 2.7.1.4** In addition, the Contractor shall attest that the address of all locations listed comply with the requirements outlined in this RFP, and any resulting Contract.
- 2.7.1.5** The Department reserves the right to review sites for compliance with stated service requirements and must approve all service locations. Services provided under any resulting Contract must be provided exclusively at Department-approved locations. Service locations shall be designated in any resulting Contract.
- 2.7.1.6** The Contractor shall notify the Department of any zoning changes, notices, challenges from zoning bodies, or complaints from citizens or other entities regarding operation of the service location within 72 hours of knowledge.
- 2.7.1.7** After Contract execution, requests for changes to the site location authorized with an effective date, in writing, by the Department's Contract Manager, or designee. Such approval will be followed by a formal Contract amendment. Services may not be delivered at any changed site prior to the execution of the Contract amendment, and the Contractor will not be compensated for any services delivered at a location until approved by the Department through execution of a formal Contract amendment, in accordance with Section 2.25.

## **2.7.2 Service Times**

The Contractor shall conduct services at times accessible and convenient to offenders and be reasonably flexible in scheduling intake screenings, assessments, group sessions, treatment plan reviews and individual sessions.

## **2.7.3 Service Requirements**

### **2.7.3.1 Program Referrals (DC5-404 Form):**

- 2.7.3.1.1** The Department will refer appropriate offenders to the Contractor in a timely manner within the provisions of any resulting Contract using the Community Supervision Program Referral Form (DC5-404).
- 2.7.3.1.2** All offenders participating in outpatient or aftercare services must be initially approved for placement by the Department, in writing, prior to entrance into the Program. The Department, as the referring party, will complete Section I of the Community Supervision Program Referral Form, DC5-404, or its electronic equivalent, and will forward the form to the Contractor. The Contractor shall ensure that each offender referred for services has a DC5-404 Form, with Section I completed. The Department is not liable for payment of services related to any offender who does not have a Community Supervision Program Referral Form on file with the Contractor.
- 2.7.3.1.3** In order to qualify for services, an offender must be eligible according to the criteria outlined in Section 2.7.6.2 of this RFP, Offender Admission Criteria. The Contractor shall ensure offenders sign all appropriate releases, including releases that allow the Department access to all program information, and alcohol and drug screening and testing results, prior to offender admission into any program and prior to the provision of any services.
- 2.7.3.1.4** The Contractor 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 Contract Manager, or designee.
- 2.7.3.1.5** Specifically, upon offender admission to the program, the Contractor 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) calendar days. The Contractor shall retain a copy of this Form in the offender's clinical record.
- 2.7.3.1.6** Upon offender discharge from the Program, the Contractor 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) calendar days. The Contractor shall retain a copy of this Form in the offender's clinical record.
- 2.7.3.1.7** The Contractor shall provide a written, achievable, detailed procedure for completing, maintaining, and tracking offender referrals. The procedure must meet the

timeframes and requirements established by the Department.

### **2.7.3.2 Offender Admission Criteria**

The offender must be under community supervision with the Department and must be court-ordered, required through Interstate Compact, referred in accordance with the terms of a pre-trial intervention agreement, or referred by the offender's Probation Officer to participate in an outpatient substance use treatment program. The Department must approve the admission of any offender, in writing.

### **2.7.3.3 Program Discharge**

**2.7.3.3.1** The Contractor shall notify the offender's Probation Officer within three (3) calendar days of discharge from the program, regardless of discharge type. The Contractor shall accomplish this by providing the Departments Supervising Probation Officer, or designee, with a copy of the completed Section III (DC5-404). The Department should identify the Probation Officer on the form.

**2.7.3.3.2** The Contractor's rate for successful discharges shall not be less than 52%. Discharge rates shall be reviewed quarterly. Rates of less than 52% will require completion of a Corrective Action Plan. The Contractor shall provide a detailed description of the activities used to ensure quality programming and program monitoring utilized to achieve or exceed this target.

**2.7.3.3.3** Within 10 calendar days of discharge, the Contractor shall prepare a written discharge report for an offender discharged from the Program, and submit that report to the supervising Probation Officer. This discharge report must specifically state the status of the offender upon discharge from the Program (successful, unsuccessful, or administrative), must identify any ancillary programs in which the offender participated while in treatment, and outline an aftercare plan and further treatment recommendations, as applicable. The Contractor shall maintain this documentation in the offender's clinical file.

**2.7.3.3.4** There are three types of discharge from the program: successful, unsuccessful, or administrative.

#### **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 toward the goals of their substance use service plan; and

- 3) The offender obtained maximum benefit from the program, as determined by their counselor and the 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
- 3) The offender had three unexcused absences from scheduled treatment events.

The offender's Primary Counselor, and Qualified Clinical Supervisor, must make the decision to discharge an offender unsuccessfully, and that decision must be based on clinical findings. The supporting rationale shall be documented in the offender's clinical file.

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 participation in the Program;
- 2) A clinical determination that the offender is not in need of substance use treatment;
- 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.

**2.7.3.3.5** The Contractor shall provide a detailed description of the discharge process for services provided, for any resultant Contracts. This Plan should describe the specific criteria for successful, unsuccessful, and administrative discharges.

**2.7.3.4 Offender Payments**

**2.7.3.4.1** The offender's payment status will be indicated on the Community Supervision Program Referral form (DC5-404). All terms and conditions of any resultant Contract shall apply equally to all Department referred offenders receiving services, regardless of payment status.



- a. Department Funded Status – The Department will compensate the Contractor for 100% of the applicable fee(s) for services provided, in accordance with the rates proposed on Attachments II-VIII, Cost Proposal Sheets, for offenders in this status. Offenders in this payment status are not required to make any payments to the Contractor for services provided.
- b. Offender Co-Payment Status – The Department will compensate the Contractor for 50% of the applicable fee(s) for services provided, in accordance with the rates proposed on Attachments II-VIII, Cost Proposal Sheets, for offenders in this payment status. Offenders in this payment status will pay 50% of the applicable fee(s) to the Contractor at the time services are rendered.
- c. Offender Full/Self Payment Status – The Department will not assume the cost of treatment services for offenders in this payment status. Offenders in full/self-payment status will pay one hundred percent (100%) of the cost for services, in accordance with the rates proposed on Attachments II-VIII, Cost Proposal Sheets, at the time services are rendered.

**2.7.3.4.2** The Contractor shall collect, receipt, and record payments received from offenders, following acceptable accounting practices and procedures. The Contractor may request full or co-payments from offenders, as applicable, at the time services are rendered, and may refuse to provide services if an offender fails to pay. The Contractor shall notify an offender's Probation Officer in the monthly progress report, if an offender refuses to pay either their charges for full payment or co-payment services.

**2.7.3.4.3** The Department will not be held liable for payment, will not pay any portion of services due from offenders in full-pay status, and will only pay 50% for services provided to co-pay offenders. It is the responsibility of the Contractor to collect the fees owed by an offender in co-payment or self-payment status. The Department is not responsible for collecting any payment from the offender, including collection of overdue or unpaid amounts the offender might owe to the Contractor. The Department will not pay for services not provided by the Contractor, such as fees for missed appointments. Any fees charged to the offender shall be approved in writing by the Department's Contract Manager, or designee, prior to any such fee being assessed.

**2.7.3.4.4** The Contractor shall provide a detailed plan for the collection and accounting of offender payments as well as any additional fees the offender could incur. The Plan shall describe in detail: all the procedures for receiving

and recording offender payments; following acceptable accounting practices; policies regarding timeframes for when payments shall be made; consequences to offenders, if they fail to pay, as required; any fees charged to offenders, and a description of the purpose of the fees. The Plan shall also include the process for notification to the offender's probation officer when the offender refuses to pay for services.

## **2.8 Program Services to Be Provided**

The Contractor shall provide individualized, evidenced-based, outpatient substance use treatment and aftercare program services, to motivate and to assist offenders in their personal recovery from substance use, as required by their individualized treatment or aftercare plan. This will occur while allowing offenders to maintain residence, maintain employment in the community, and successfully comply with the conditions of their probation.

## **2.9 Required Program Characteristics**

Outpatient treatment and aftercare programming shall include, but not be limited to, the following attributes, interventions, and practices:

### **2.9.1 Attributes**

The Contractor's programs shall be designed in such a manner that intake screening, assessment, individual counseling, treatment plan reviews, group counseling, discharge planning, and all aftercare services are sensitive to the offender's unique characteristics, issues, and needs. This includes assessing cultural needs, level of motivation for treatment, stage of change, functional capacity to participate in program, cognitive abilities, and learning style. The design and service delivery plan shall demonstrate sensitivity to the vulnerabilities of offenders who are trauma survivors, and must protect them from experiencing additional trauma.

### **2.9.2 Risk Behavioral Interventions**

The Contractor shall implement individual and group programming that teaches offenders to anticipate and monitor problem behaviors, to plan and rehearse alternatives to problem behaviors, to practice alternatives to problem behaviors, and to practice behaviors in difficult situations or scenarios. These activities must be listed on the offender's Individual Treatment Plan, and must occur during the offender's participation in the Program.

### **2.9.3 Evidenced-Based Practices**

**2.9.3.1** The Contractor shall deliver services in a manner that is consistent with the research on effective correctional treatment programs:

- a. The Program shall be cognitive-behavioral in nature, which includes taking a strengths-based perspective, and using positive reinforcement contingencies for pro-social behavior;
- b. The Program shall incorporate social-learning practices;
- c. The Program shall target a wide-range of offender criminogenic attributes:

1. Anti-Social Personality (Social Awareness);
  2. Criminal Associates;
  3. Substance Use;
  4. Family/Marital;
  5. Leisure/Recreation;
  6. Criminal Thinking/Attitude; and
  7. Employment/School.
- d. The Program shall match key offender characteristics and learning styles with relevant counselor characteristics and program features;
- e. The Programming shall be implemented by well-trained, supervised staff who receive performance monitoring and on-going training; and
- f. The Program shall have a strong quality improvement component that ensures fidelity to the treatment model and the chosen curricula.

**2.9.3.2** The Contractor shall provide a comprehensive and detailed plan of how their outpatient treatment and aftercare programs and services meet the required program characteristics inclusive of the attributes, risk behavior interventions, and the six (6) requirements under evidenced-based practices.

## **2.10 Program Quality Improvement**

The Contractor shall have a detailed quality improvement plan for systematic evaluation and assessment of program services. The Plan shall be in accordance with Section 397.419, F.S.

The Contractor shall be responsible for all costs incurred by implementing quality improvement activities. The Contractor shall submit Biannual Quality Improvement Reports to the Department's Contract Manager, or designee. These reports shall reflect the Contractor's quality improvement activities and any corrective action taken during the reporting period.

## **2.11 Treatment Services**

### **2.11.1 Screening for Outpatient Substance Use Treatment or Aftercare Services**

**2.11.1.1** The Contractor shall screen an offender within 10 calendar days of receiving the Department's referral for substance use treatment or aftercare services, based on the type of referral. Screening will be used to determine the offender's appropriateness and eligibility for services, the level of services needed, and any other disposition. The Contractor shall document the rationale for their recommendation or any action taken. The Contractor shall refer all offenders, identified during the screening as having a substance use problem (by admitted drug usage, positive urinalysis, a drug offense, significant other reports, etc.), to the appropriate level of treatment, either outpatient substance use or aftercare, regardless of whether the offender admits to a drug problem or desires to enter treatment. If residential treatment or detoxification are warranted, the Contractor shall notify the Offender's Probation Officer, within 24 hours of screening, so the

Probation Officer may appropriately follow-up with the sentencing court or release authority. In such cases, the Contractor shall document such recommendations in the written narrative summary of the screening report.

- 2.11.1.2** The Contractor will provide a written narrative summary of the screening and initial substance use programming recommendations to the Offender's Probation Officer within 10 calendar days of the screening appointment with the offender.
- 2.11.1.3** If it is apparent that the waiting time for a screening to determine whether an offender is suitable for outpatient treatment services is going to exceed 10 calendar days, due to reasons beyond the Contractor's control, the Contractor must notify the Department's Contract Manager, or designee, in writing.
- 2.11.1.4** If requested by the Department's Contract Manager, or designee, the Contractor shall follow-up with a weekly status report on all referred offenders who have not had an initial screening and have not started treatment.
- 2.11.1.5** If an offender reschedules the screening appointment, or fails to appear for any scheduled appointment, the Contractor shall advise the Offender's Probation Officer, in writing, within three (3) calendar days. The notice shall be provided via the Community Supervision Program Referral Form (DC5-404), or by other written notice.
- 2.11.1.6** The Contractor's Proposal shall provide a detailed description of its screening process to include timeframes, screening tools utilized, format of required narrative summary, and initial treatment recommendations, including provisions for offenders who do not meet the criteria for outpatient substance use treatment and aftercare services.

## **2.11.2 Primary Counselor**

A qualified Primary Counselor shall be assigned to each participant placed in outpatient or aftercare services. No full-time counselor shall have a caseload exceeding 50 clients.

The Contractor's Proposal shall reflect the quantity of Primary Counselors that will provide services under the resulting Contract, and shall indicate whether the Primary Counselors are full-time or part-time, and identify the maximum caseload of a Primary Counselor. The Contractor's Proposal shall also describe the process for assigning a Primary Counselor to each referred offender.

## **2.11.3 Orientation**

Upon placement in the outpatient or aftercare component, offenders shall receive orientation. This may occur prior to admission or upon entry into the Program. Orientation shall include, at a minimum:

- a. A description of services to be provided;
- b. Applicable fees;
- c. Information on client rights;

- d. Limits of confidentiality;
- e. General information about the Contractor's infection control policies and procedures;
- f. Program rules; and
- g. Client grievance procedures.

#### **2.11.4 Psychosocial Assessment and Medical History**

The Contractor shall complete a Psychosocial Assessment and a Medical History, in accordance with the requirements and timeframes specified in Chapter 65D-30, F.A.C., and any future revisions/updates.

The Contractor shall provide a detailed description of their Psychosocial Assessment and medical history process, including areas assessed, and the timeframe within which the assessment will be completed with this RFP.

#### **2.11.5 Outpatient Substance Use Services, Initial and Individualized Treatment Planning**

**2.11.5.1** For any offender identified to be in need of outpatient services, the Contractor shall provide these services in accordance with the requirements and timeframes specified in Chapter 65D-30, F.A.C., and any future revisions/updates. The outpatient program services provided shall be based on each individual's identified needs, attributes and the severity of their substance use disorder. Outpatient programs shall incorporate evidenced-based practices, and include risk behavior interventions.

**2.11.5.2** The Contractor shall monitor and document the progress of offenders involved in outpatient services. Participants shall be monitored with respect to attending appointments, potential for relapse, and results of counseling sessions, and other contacts.

**2.11.5.3** The Contractor shall provide a detailed description of how multi-cultural outpatient substance use services will be provided based on individually assessed needs, risks, attributes, and recovery capital.

**2.11.5.4** In accordance with Chapter 65D-30, F.A.C., the Contractor, in conjunction with the offender, shall develop an Initial and/or Individual Treatment Plan for each offender placed in an outpatient program. The Individual Treatment Plan shall be tailored for each individual and include a description of the offender's clinical needs, address the offender's substance use, criminal thinking, correctional supervision, financial responsibilities for treatment services, and any ancillary services, if needed. The Plan shall reflect the frequency and type of services, and include the use of risk reduction behavioral interventions, as a part of treatment. Documentation should demonstrate the offender participated in the treatment planning process.

**2.11.5.5** The Contractor shall provide a detailed description of their treatment planning process, including Initial and Individual Treatment Plans. The description shall reflect how this process is individualized to each particular offender, and specify the types of cognitive behavioral and

risk reduction interventions that will be utilized to meet treatment goals and objectives.

**2.11.5.6** An Initial and Individual Treatment Plan shall be developed for each offender placed in an outpatient program, in accordance with Chapter 65D-30, F.A.C. Each offender shall be provided with the opportunity to participate in the development of the Individual Treatment Plan and subsequent review of the Monthly Treatment Plan Review. The Individual Treatment shall be developed from the Psychosocial Assessment, and tailored to each individual's needs and Recovery Capital. Individualized needs include:

1. Criminogenic needs;
2. Correctional Supervision; and
3. Financial Responsibility for any treatment services and ancillary services.

**2.11.5.7** The Individual Treatment Plan shall reflect the frequency and type of services, and include the use of risk reduction behavioral interventions as a part of treatment. Documentation should demonstrate that the offender participated in the treatment planning process, i.e., signing of the Individual Treatment Plan, and a detailed single service Progress Note should be included in the offender's clinical file describing the offender's participation in the development of their Individual Treatment Plan.

#### **2.11.6 Individual Counseling**

During the course of treatment, the Contractor is authorized to provide no more than three (3) individual counseling sessions without prior authorization of the Department's Contract Manager, or designee. Individual sessions may be used for the development of the Individualized Treatment Plan and/or the Aftercare Plan. **Individual counseling sessions shall consist of a minimum of 45 minutes of face-to-face individual contact with the offender.**

The Contractor shall provide a description of how individual counseling will be utilized, including how the individual counseling session is individualized to each offender in the Program.

#### **2.11.7 Outpatient Substance Use Treatment Plan Reviews**

The Contractor shall complete Treatment Plan Reviews in accordance with the requirements and timeframes specified in Chapter 65D-30, F.A.C., and any future revisions/updates. Offenders shall participate and provide input as to their progress or lack of progress in completing their goals and objectives in each of their monthly Treatment Plan Reviews. A Treatment Plan Review Session shall be at least 30 minutes in duration, and completed via face-to-face individual contact between the offender and the Primary Counselor. The Contractor may only invoice the Department and/or the offender for one (1) Treatment Plan Review Session every 30 calendar days, after the development and implementation of the Individual Treatment Plan.

## **2.11.8 Group Counseling Sessions for Outpatient Substance Use Treatment Services**

**2.11.8.1** The Contractor shall have the ability to offer various types of group counseling services in order to provide each individual offender with clinically appropriate services based on their needs. The offender's individual treatment plan shall reflect the type and frequency of groups in which the offender is required to participate.

**2.11.8.2** Chapter 65D-30.010, Standards for Outpatient Treatment, Subsection 65D-30.010(2), F.A.C., states each individual shall receive a minimum of one (1) group counseling session per week. The actual number of groups, an individual attends, per week shall be based on an individual's clinical need. The frequency of group participation shall be reflected on the Individual Treatment Plan, and the number of groups an individual attends may increase or decrease depending on their clinical need. Group sessions shall be at least 60 minutes in duration, and this group time shall not include administrative tasks such as, taking attendance and collecting fees. The recommended group size is 12 or less participants; however, the maximum group size may not exceed 15 participants.

**2.11.8.3** The Contractor shall provide a detailed description and implementation plan for how group counseling services will be provided, to include:

1. Types and frequency of groups being provided;
2. Evidenced-based practices that will be utilized;
3. Description of the risk reduction interventions that will be utilized;
4. Length of group sessions (face-to-face contact in group);
5. Group size, by type;
6. Curriculum to be utilized, if any; and
7. Minimum credentials of the group facilitator.

## **2.11.9 Progress Notes**

Progress notes shall be entered into the offender's clinical file, documenting the offender's individualized progress or lack of progress toward meeting treatment plan goals and objectives. Progress notes should be written individually for each offender, and should be individualized for that offender based on their progress, behavior attitude, and any other relevant occurrence during a particular week. The offender's primary counselor shall sign and date the progress note. Progress notes shall be recorded at least weekly or, if contact occurs less than weekly notes, will be recorded according to the frequency of sessions.

The Contractor 's Proposal shall provide a detailed description of how progress notes will be formatted, the content to be provided in the progress notes, how often progress notes will be recorded, by whom they will be recorded, and where progress notes will be stored.

## **2.11.10 Aftercare Services**

**2.11.10.1** The Contractor shall provide aftercare services to any offender, identified to be in need of those services, in accordance with the requirements and timeframes specified in Chapter 65D-30, F.A.C., and any future revisions/updates. The aftercare program services

shall include risk behavior interventions, and shall incorporate evidenced-based practices.

- 2.11.10.2** For each offender, the Contractor shall develop an Aftercare Plan and the Plan shall provide an outline of the goals to be accomplished during aftercare, including regular counseling sessions, and ancillary services. The Contractor shall review and update the Aftercare Plan every 90 calendar days to determine the need for additional services. The Contractor may only invoice the Department and/or the offender for one (1) Aftercare Plan review session every 90 calendar days.
- 2.11.10.3** The Contractor shall have the ability to offer various types of group counseling services in order to provide each individual offender with the appropriate services based on their needs. The offender's Aftercare Plan shall reflect the type and frequency of groups in which the offender is required to participate. Group counseling sessions for aftercare shall be utilized to facilitate relapse prevention, and address the criminal thinking behaviors.
- 2.11.10.4** The Contractor shall monitor and document the progress of offenders involved in aftercare services, with respect to appointment attendance, potential for relapse, results of counseling sessions, and other contacts.
- 2.11.10.5** The Contractor shall provide a detailed description of how multi-cultural aftercare substance use services will be provided, based on individually assessed needs, risks, attributes, and individual recovery capital. This description shall include the process for the development of an Aftercare Plan and the Plan review every 90 days. The description shall describe the risk behavioral interventions, and evidenced based principles that the aftercare program services will include.

#### **2.11.11 Alcohol and Drug Screening and Testing**

- 2.11.11.1** If the Contractor chooses to utilize alcohol and drug screening, and testing as part of its treatment protocol, it must be done in accordance with the Department's alcohol and drug screening, and testing, and confirmation protocol as follows:
  - a. Prior to collecting a urine specimen for drug testing, the offender will be identified by photo identification, name, and DC number;
  - b. Specimen collection training will be conducted by the manufacturer of the on-site testing device, or by personnel that have been certified as specimen collectors;
  - c. All urine specimen collections will be performed under direct observation by Contractor's staff of the same gender as the offender; and
  - d. A presumptive positive result from an on-site device will require a laboratory confirmation utilizing a Gas Chromatography/Mass Spectrometry (GC/MS).
- 2.11.11.2** All positive drug screens and/or confirmations must be reported to the Offender's Probation Officer within 24 hours.



**2.11.11.3** The Contractor shall provide a detailed description of on-site and laboratory screen/confirmation testing for the Department's offenders, including reporting requirements. If a Contractor does not utilize alcohol and drug screening, it shall describe an alternative protocol for monitoring alcohol and drug use.

**2.11.11.4** The Department's Contract Manager, or designee, must approve any change to the approved alcohol and drug screening, and testing protocol, in writing, prior to any changes being made. Any alcohol and drug testing completed by the Contractor shall be completed at no additional cost to the Department. Any fee charged to the offender for alcohol and drug testing must be pre-approved, in writing, by the Department's Contract Manager, or designee, prior to any such fee being assessed.

#### **2.11.12 Ancillary Services**

Ancillary Services, including psychiatric and medical, shall be provided directly by the Contractor, or through referral in those instances where the Contractor does not provide certain services required by the offender. The need and referral for ancillary services shall be reflected in the Individualized Treatment or Aftercare Plan.

#### **2.11.13 Clinical Supervision**

**2.11.13.1** The Contractor shall ensure that all substance use clinical charts are reviewed, signed, dated, and credentialed by the Qualified Professional, in accordance with Chapter 65D-30, F.A.C. and Chapter 397, F.S. The Qualified Professional shall be responsible for the overall quality of each clinical file.

**2.11.13.2** On a monthly basis, the Qualified Professional shall ensure a minimum of five (5) charts or 10% of the program's total clinical charts, whichever is greater, are reviewed. The Qualified Supervisor shall document the results of this monthly review and maintain it on-site for review by the Department's Contract Manager, or designee.

**2.11.13.3** The Contractor should provide a written description of how the Clinical Supervisor will ensure that clinical charts are reviewed, signed, and dated, in accordance with Chapter 65D-30, F.A.C. and Chapter 397, F.S., to include how frequently the Clinical Supervisor will be on-site to provide services, and the maximum number of cases for which the Clinical Supervisor will provide clinical supervision.

**2.11.13.4** The Contractor shall include a plan for the delivery of clinical supervision to all counselors providing services to Department-referred offenders, including the methods and techniques that will be utilized, the number of hours per month each counselor will receive clinical supervision, how frequently the Clinical Supervisor will be on-site to provide services, how clinical charts will be reviewed, countersigned, and monitored for compliance, and how the ratio of counselors per clinical supervisor will be determined.

#### **2.11.14 Training of Department Staff**

If requested by the Department, the Contractor shall provide up to 40 hours of substance use training annually for Department staff, at no cost to the Department. Training topics, time allocations, and the number of probation and parole staff to be trained shall be determined by the Contractor in coordination with the Department's Circuit Administrator, or designee.

### **2.12 Vendor Staff Requirements**

#### **2.12.1 General Staffing Requirements**

**2.12.1.1** The Contractor shall have direct oversight and responsibility for the performance of all Contractor's staff. The Contractor shall monitor the performance of all Contractor's staff providing outpatient substance use treatment services in support of the resultant Contract.

**2.12.1.2** The Contractor shall ensure Contractor's staff work during hours when offenders are available, including evenings and weekends, so attendance is convenient for offenders and supports their recovery efforts.

**2.12.1.3** The Contractor shall maintain a written job description for all Contractor's staff providing services under the resulting Contract. In addition, the Contractor shall maintain a current application and/or resume of all Contractor's staff providing services under the resultant Contract, and shall provide a copy to the Department's Contract Manager, or designee, upon request.

**2.12.1.4** The Contractor's staff shall liaise with, and maintain a good working relationship with Department staff, and other Contractors working with the Department.

#### **2.12.2 Minimum Staffing Levels and Absences/Vacancies**

**2.12.2.1** The Contractor shall provide trained, professional treatment staff for provision of the services outlined herein.

**2.12.2.2** The Contractor shall ensure the presence of sufficient staff and space to provide the services outlined herein, at the approved Location Site, in order to ensure that there will be no waiting lists for services, and shall monitor staff vacancies to ensure treatment services to offenders are not canceled, postponed, or rescheduled. The Contractor shall notify the Department's Contract Manager, or designee, within one (1) business day of any treatment services to offenders being postponed, canceled, or rescheduled by the Contractor.

**2.12.2.3** The Vendor's Proposal shall include a staffing plan, identifying the total number of staff who will be providing services, listing the job title, proposed hours of work, and description of duties for each position assigned to provide services. This plan should also describe the Contractor's processes for ensuring adequate staff coverage, and describe back-up plans for times when staff are absent, sick, on vacation, have emergencies, or are otherwise unavailable to provide

services. The Contractor shall do everything possible to ensure no cancellations or rescheduling of services.

### **2.12.3 Vendor Staffing Qualifications and Credentials**

- 2.12.3.1** The Contractor shall ensure all staff providing Clinical Supervision, at a minimum, meet the criteria for a Qualified Professional, as outlined in Chapter 397, F.S., and Chapter 65D-30, F.A.C., and all updates and revisions thereto.
- 2.12.3.2** Contractor's clinical staff (counselors) shall, at a minimum, meet the criteria for a Qualified Professional as outlined in Chapter 397, F.S., or meet the qualifications for a Substance Use Counselor, pursuant to service/program licensure requirements of the DCF.
- 2.12.3.3** The Contractor shall provide a certification statement to the Department's Contract Manager, or designee, certifying that credentials of each of the Contractor's staff are certified as fully qualified to perform the duties assigned. A copy of each certification shall be maintained by the Contractor, and be available to the Department's Contract Manager, or designee, upon request.
- 2.12.3.4** All staff assigned to provide services under the resulting Contract shall be subject to approval by the Department. Individuals previously terminated (for cause) at any time by the Department may not be employed, or provide services, under any resulting Contract.
- 2.12.3.5** The Vendor's Proposal shall include job descriptions reflective of the minimum qualifications, and the salary ranges, for all clinical staff including the Clinical Supervisor/Qualified Professional.

## **2.13 Policies and Procedures**

### **2.13.1 Operating Procedures**

The Contractor shall have a written, indexed system of operating procedures, as required by Rule 65D-30.004(1) F.A.C, governing the daily operations of the Program, Client Placement Criteria, and operating procedures, as required by Rule 65D-30.004(15), F.A.C. If not included in the Agency's operating procedures, the Contractor shall have operational procedures that address the requirements of this RFP (i.e. FDC referral form, monthly progress reports to probation officers, etc.). All of the Contractor's staff shall have a working knowledge of program policies and operating procedures. These procedures and policies shall be up-to-date and available for review by the Department's Contract Manager, or designee, upon request, anytime during the term of resulting Contract.

The Vendor's Proposal shall include an index of all operational procedures applicable to the services requested, and a copy of all Client Placement Criteria.

### **2.13.2 Personnel Policies**

The Contractor shall have personnel policies that meet the requirements of Rule 65D.30.004(4), F.A.C. Additionally, if the Contractor's ethical conduct standards or other personnel policies do not include the requirements identified in Section

2.15, Conduct and Safety Requirements, the Contractor shall create a policy to address those requirements.

The Contractor shall provide a copy of its policies reflecting the requirements of Section 2.15, Conduct and Safety Requirements.

### **2.13.3 Emergency Medical Services Plan/Procedure**

The Contractor shall have the ability to address medical emergencies. Responses to this RFP shall include a detailed description of the manner in which medical emergencies shall be addressed.

### **2.13.4 Grievance Procedure**

The Contractor shall have grievance procedures for actions impacting offenders, and shall communicate these procedures to all offenders receiving services. Responses to this RFP shall include a detailed description of procedures by which offenders may submit grievances. At a minimum, such procedures shall specify the offender's due process rights and any substantive issues raised by the offender. This description should include protocol for offenders to follow when presenting a grievance.

### **2.13.5 Emergency Operations Procedure**

Responses to this RFP shall include a detailed description of emergency procedures related to emergencies such as fire, natural disasters, hurricanes, and other severe weather and pandemic outbreak.

## **2.14 Value-Added Services**

Value-added services are services that the Vendor offers, for no additional cost to the Department, as part of the resulting Contract, and which clearly exceed the minimum requirements of this RFP.

Any value-added services offered by the Vendor, if accepted by the Department, might become requirements and be a part of the minimum service specifications contained in the resulting Contract.

Proposals shall include a detailed description of any value-added services the Vendor is offering the Department. An example would be, "the Vendor will provide family counseling services." These services would be in addition to those services that meet the minimum service requirements and specifications of this RFP.

## **2.15 Conduct and Safety Requirements**

**2.15.1** The Vendor's Proposal shall include a detailed written description of how it will orient and monitor employee compliance regarding conduct and safety requirements.

**2.15.2** The Contractor shall ensure that all Contractor's staff adhere to and are provided a copy of these requirements. A signed receipt of acknowledgment shall be maintained in the Contractor's Staff's employee 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 Contractor of the criteria for disqualification or removal.

**2.15.3** In addition, the Contractor shall ensure all staff adhere to the following requirements:

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one offender, or group of offenders, over another.
- b. The Contractor's staff shall not deal with any offender 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 Contractor 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, members of their family, or close associates.
- c. The Contractor's staff shall not enter into any business relationship with offenders or their families (example – loans, 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 Contractor's staff shall not have outside contact (other than incidental contact) with an offender, their family or close associates, except for those activities completed under the resulting Contract.
- d. The Contractor's staff shall not engage in any conduct which is criminal in nature, or which would bring discredit upon the Contractor or the Department. In providing services pursuant to the resulting Contract, the Contractor shall ensure 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 Contractor. Any failure to report a violation, or take appropriate disciplinary action against the offending party or parties, shall subject the Contractor to punitive action, up to and including termination of any resulting Contract.
- f. The Contractor shall provide a written report of any incident described above, or requiring investigation by the Contractor, to the Department's Contract Manager, or designee, within 24 hours of the Contractor's knowledge of the incident.

## **2.16 Staff Background/Criminal Records Checks**

**2.16.1** The Contractor's staff, assigned to perform work under the resultant Contract, shall be subject to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background criminal records check, at the Department's discretion and expense.

This background check will be conducted by the Department and may occur, or re-occur, at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff

from any work under the 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 findings or criteria for disqualification, or removal, to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this check, the Contractor shall provide, upon request, the following data for any employee or subcontractor of the Contractor, assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Florida Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until notified that the Department received a favorable report from the FBI.

- 2.16.2** The Contractor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being assigned work under the resultant Contract. The Contractor shall not offer employment to any individual, or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.
- 2.16.3** No person barred from any Department institution, or other Department facility, shall provide services under the resulting Contract without prior written approval from the Department's Contract Manager, or designee.
- 2.16.4** Offenders are precluded from participating in programming, receiving services, or placement at any program where pre-existing, or continuous close personal relationships, exist between the offender and any staff of the Contractor. It is the responsibility of the Contractor to advise the Department's Contract Manager, or designee, of any known pre-existing close, personal relationships between staff and participants. Rule 33-208.002(26) F.A.C shall apply at the program, and stipulates that marriage between an employee and a participant be prohibited.
- 2.16.5** The Contractor shall not employ, or enter into any subcontract with, any individual under supervision or jurisdiction of any parole, probation or correctional authority, to provide services under the resulting Contract. Persons under any such supervision may work for other elements of the Contractor's agency independent of the Contractor's relationship with the Florida Department of Corrections. This provision is intended to prevent any employee, under any such legal constraint, from having any contact with, or access to, any records of the Department sponsored offenders participating in any programming.
- a. The Contractor shall disclose any business or personal relationship a staff person, officer, agent, or potential hire may have with anyone presently incarcerated or under the supervision of the Department.
- b. The Contractor shall immediately report any new arrest, criminal charges, or convictions of any employee assigned to perform work under the resulting Contract.
- c. 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 exclude the Contractor 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 for all hires. The Contractor shall require that all candidates and employees provide details of any criminal activity. The Contractor shall make a full written report to the Department's Contract Manager, or designee, within three (3) calendar days whenever:

- An employee has a criminal charge filed against them;
  - An employee is arrested;
  - An employee receives a Notice to Appear for violation of any criminal law involving a misdemeanor, felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less);
  - The Contractor, or any of their staff, has knowledge of any violation of the laws, rules, directives or procedures of the Department.
- d. The Contractor shall comply with the Department's Procedure 208.013, "Outside Employment," when hiring current or former Department employees.

## **2.17 Deliverables**

The following services or service tasks are identified as deliverables for the purpose of any resultant Contract.

- a. The Contractor shall provide screening of referred offenders;
- b. The Contractor shall provide substance use outpatient treatment and aftercare services, monitored by maintaining appropriate levels of licensure, assessment, provision of individual and group counseling, treatment plan development and reviews, annual monitoring;
- c. The Contractor shall provide summary invoice and monthly performance reports; and
- d. The Contractor shall provide reports, as specified in Section 2.18, Reporting Requirements

## **2.18 General Reporting Requirements**

Reports shall be written in such a manner as to be understood by non-practitioners, and shall contain clear and practical recommendations to assist the offender's probation officer in effective supervision of the offender. The Contractor 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's Proposal shall provide a detailed description of how it will meet the reporting requirements for each report described below. The description shall include the processes that will be utilized to ensure written monthly progress reports and discharge summaries are sent to the Probation Officer on time and how the Vendor will monitor for compliance. This description shall list any non-Department forms to be utilized to meet the requirements.

**2.18.1** The following reports are subject to verification, by the Department:

**2.18.1.1 Treatment Reports** – The Contractor shall provide the written reports listed below, regarding the offender’s progress in treatment. A copy shall be provided to the offender’s supervising probation officer, via email, and a copy shall be retained in the Contractor’s file, available upon request.

**2.18.1.2 Written Progress Reports** – The Contractor shall provide a written progress report following any offender contact, in a format approved by the Department’s Contract Manager, or designee, and shall distribute this report to the offender’s probation officer by the 10th calendar day of the month following the month services were provided. At 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 service, contract number, and program name;
- 4) The date(s) of attendance, and any missed appointments;
- 5) The types of services rendered;
- 6) The progress noted and a progress rating;
- 7) The prognosis;
- 8) The Therapist/Case Manager’s signature; and
- 9) The alcohol and drug screening and testing results, if applicable.

**2.18.1.3 Written Discharge Reports** – The Contractor shall provide a written Discharge Report for each offender discharged from treatment. The Report shall be submitted to the offender’s probation officer within 10 calendar days of discharge. The Report must follow a format approved by the Department’s Contract Manager, or designee, and include:

- 1) Offender’s name and DC number;
- 2) Probation Officer’s name;
- 3) Contract number, program, and date of report;
- 4) Discharge date, discharge type, and supporting rationale;
- 5) A summary of participation and progress;
- 6) An aftercare plan outline; and
- 7) Therapist/Case Manager’s signature.

**2.18.1.4 Attendance Reports** – The Contractor shall require each offender to sign an attendance report/sign-in sheet to verify attendance at each program-sponsored event. This attendance report/sign-in sheet shall identify the offender’s name, DC number, event date, event time, duration, place of the treatment event, and the treatment counselor facilitating the treatment event. The attendance report/sign-in sheet for each treatment event shall be submitted with the monthly invoice. Failure to produce the documentation upon request may affect invoice certification for that program event.

**2.18.1.5 Biannual Quality Assurance Reports** – A biannual quality assurance review shall be provided to the Department’s Contract Manager, or designee, every six (6) months. These reports shall reflect the Contractor’s quality assurance activities and any corrective action taken during the reporting period.



**2.18.1.6 Incident Reports** – The Contractor shall immediately inform the Department’s Contract Manager, or designee, of any situation or event involving life-threatening injury to offenders or staff, any event requiring emergency evacuation of the program location, death of an offender, or any other serious incident that may affect the public interest (i.e., homicides by offenders). The Contractor shall also submit a written incident report within one (1) business day of all incidents, to include but not be limited to, incidents involving any use of force by a Contractor’s staff member upon an offender, significant staff disciplinary incidents, staff employment terminations, any and all new staff arrests, physical or verbal threats, assaults by an offender upon another offender, or Contractor’s staff, destruction of property, or medical emergencies. The Contractor shall submit a report of any incident not described above, but requiring investigation, within one (1) business day of knowledge of the incident.

The Vendor’s Proposal shall include a detailed description of plans to ensure compliance with incident reporting requirements, and identify staff responsible for the reporting of incidents.

The Department will review all incident reports to:

- 1) Evaluate the Contractor’s response to incidents;
- 2) Provide technical assistance to the Contractor, as needed;
- 3) Maintain incident reporting data;
- 4) Produce reports related to the information collected; and
- 5) Analyze incident report data, as a contract management method.

**2.18.1.7 Alcohol and Drug Screening and Testing Reports** – If applicable, the Contractor shall submit a monthly report detailing the dates, list of substances (alcohol and drugs) for which the test was ran, and results of all alcohol and drug testing for each offender.

Proposals submitted in response to this RFP should describe plans to ensure compliance with this requirement, and a process for communicating this information.

**2.18.1.8 Summary Invoice and Monthly Performance Report** – The Contractor shall provide the Department with Attachment XVIII, the Summary Invoice and the Monthly Performance Report. This report shall be submitted to the Department’s Contract Manager, or designee, no later than the last business day of the month following the month that services were rendered, unless prior written approval for extenuating circumstances has been received by the Contractor from the Department’s Contract Manager.

**NOTE:** The Performance Report and Summary Invoice, and Program Detail, is a two-page document (the Invoice is 1<sup>st</sup> page and the Program Detail and Monthly Performance Report is the 2<sup>nd</sup> page). In the previous solicitation, the Program Detail and Monthly Performance Report was separated from the Invoice, and was the last page of the document.

## 2.18.2 DCF Licensure Maintenance

Each year a copy of the new regular outpatient treatment and aftercare license shall be provided to the Department's Contract Manager, or designee, prior to the current license expiration date.

The DCF Licensure Site Visit/Audit shall be submitted to the Department's Contract Manager, or designee, within 30 days of its receipt from DCF.

## 2.19 Performance Measuring and Performance Monitoring

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

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

### 2.19.1 Performance Measure #1 - Screening

**Outcome:** The Contractor shall screen all referred offenders within 10 calendar days of receiving the referral from the Department.

**Measure:** The Contractor shall submit a monthly referral form report noting the offender name, DC #, date of referral, date of the scheduled screening, the date of the actual screening, and if applicable, any extenuating circumstances approved by the Department's Contract Manager, or designee.

**Standard:** 95% of the offenders referred shall be given a screening appointment within 10 calendar days of referral, unless extenuating circumstances regarding the offender's inability to attend a screening are approved, in advance, by the Department's Contract Manager, or designee.

**Financial Consequence:** On a monthly basis, \$50.00 will be assessed for each case that falls below the required 95%.

Example: 100 individuals were referred, to achieve 95% screening, a minimum of 95 had to be screened. If only 92 were screened, the Department would assess \$50.00 for three individuals (cases) that caused the percentage to be lower than 95%, \$150.00 total.

### 2.19.2 Performance Measure #2 – Summary Invoice and Monthly Performance Report

**Outcome:** The Contractor shall submit the Summary Invoice and Monthly Performance Report, in a Department approved format, to the Department's Contract Manager no later than

the last business day of the month following the month that services were rendered.

**Measure:** The Summary Invoice and the Monthly Performance Report document shall be postmarked or sent by email no later than the last business day of the month following the month that services were rendered.

**Standard:** 100% of the Summary Invoices and the Monthly Performance Report documents shall be postmarked or sent by email no later than the last business day of the month following the month that services were rendered.

**Financial Consequence:** On a monthly basis, the Contractor's total invoice amount shall be reduced by ten percent (10%), if it is postmarked or emailed beyond the last business day of the month following the month that services were rendered, unless prior written approval for extenuating circumstances has been received by the Contractor from the Department's Contract Manager.

### 2.19.3 Performance Measure #3 – Group Size

**Outcome:** The Contractor shall provide group-counseling sessions in groups of 12 participants or less; groups shall never exceed 15 participants.

**Measure:** On a quarterly basis, the Department's Contract Manager, or designee, shall review the group attendance sign-in sheets to ensure no more than 15 participants in any group session.

**Standard:** At minimum, 98% of the group attendance sign-in sheets will have 15 or less participants in the group session.

**Financial Consequence:** \$250 will be assessed for every percentage point less than 98%, or portions thereof.

### 2.19.4 Performance Measure #4 – Licensure

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

**Measure:** The Department's Contract Manager, or designee, will receive and review the written licensure reports from the DCF, and review a copy of the Contractor's outpatient treatment and aftercare license(s) to ensure compliance with Contract requirements.

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

**Financial Consequence:** \$250.00 per month, 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 Contractor failed to provide satisfactory proof of conformance to fire, safety, or health requirements for the Program.
- c. The Contractor is involved in licensure suspension or revocation proceedings for the Program.

**2.19.5 Performance Measure #5 – Annual Comprehensive Program Evaluation Monitoring**

**Outcome:** The Contractor shall meet the contractual obligations noted on 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 a minimum 90% compliance is required.

**Financial Consequence:** Five percent (5%) of the fiscal year Contract value will be assessed if this score is below 90%.

**2.19.6** The standard for each performance measure must be met for the amount of time specified. The Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor hereby acknowledges and agrees that its performance under the resulting Contract shall meet the standards set forth above. Any failure by the awarded Contractor 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 Contractor's obligation to provide services as required by this RFP.

## **2.20 Monitoring Methodologies**

The Department's Contract Manager, or designee, in consultation with the Quality Assurance Manager, or designee, will monitor the Contractor's service delivery to determine if the Contractor has achieved the required level of performance for each Performance Measure identified in Section 2.19.

If the Department determines that the Contractor has failed a Performance Measure, the Contractor will be contacted by the Department's Contract Manager to address the non-compliant service delivery. The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Measures within 30 calendar days of notice.

The Department may utilize any or all of the following monitoring methodologies in monitoring the Contractor'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 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 Contractor and/or Department staff and offenders;
- e. Review of grievances filed by offender/residents regarding Contractor's service delivery; and
- f. Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies, as applicable (e.g., American Correctional Association, etc.).

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

To further assist in the Contract monitoring process, the Department has established a Contractor's Self-Certification of Compliance form, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Contractor's Self-Certification of Compliance form will be retained in the Department's Contract Manager's file, and the official Contract file. The Contractor shall complete the Contractor's Self-Certification of Compliance form within 30 days of execution of the resultant Contract, and forward the original to the Department's Contract Manager. All documents referenced in the Contractor's Self-Certification of Compliance form shall be maintained by the Contractor and copies shall be provided to the Department upon request, within three (3) business days.

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

The Department's Contract Manager, or designee, will conduct a site visit during the first 30 days of program start-up. The Department's Contract Manager, or designee, will observe and assess the awarded Contractor's understanding of the tasks required for the overall successful functioning of the Program. This program site visit will include confirmation that technical instructions have been

provided to new staff, and a face-to-face meeting with the lead contract supervisor(s) and staff to ensure that Contract requirements, monthly reporting, invoicing, program data management are clearly understood and properly implemented. This will be followed up by an in-depth comprehensive program monitoring evaluation of the Program at least once during every contract year.

## **2.21 HIPAA Business Associate Agreement**

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

## **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(1), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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 Contractor 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 Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and Section 119.07(1), F.S.

The Contractor 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 Contractor shall prepare a clinical file for each offender. All clinical files shall contain documentation as required by the service specifications of this 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 Payment of Invoice**

The resultant Contract will be at a fixed-rate per service. The Department will compensate the Contractor for services, as specified in Attachments II-VIII, Cost Proposal Sheets. All charges must be billed in arrears, in accordance with Section 215.422, F.S.

The awarded Contractor agrees to request compensation on a monthly basis through submission of a properly completed invoice within 30 days 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 reports outlined in Section 2.18, General Reporting Requirements, shall be submitted to the Department's Contract Manager, or designee, and shall include all required information.

The Contractor's invoice shall include the Contractor's name, Contract number, invoice number, Federal Employer Identification Number (FEIN), unit rates, in accordance with the Cost Proposal Sheet, and dates of service.

## **2.24 Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' at (850) 413-5516, or toll-free by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

## **2.25 Modification after Contract Execution**

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

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

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

## **Section 3.0 – Procurement Rules and Information**

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

The General Instructions to Respondents are outlined in form PUR 1001 is a downloadable document incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within form PUR 1001. There is no need to return this document with the response.

The PUR 1001 is available at: <http://dms.myflorida.com/content/download/2934/11780>.

### **3.2 Vendor Inquiries**

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

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

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

Pamela McLean, Procurement Officer  
Florida Department of Corrections  
Bureau of Procurement  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Email: [purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com)

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

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



### 3.3 Cost of Proposal Preparation

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

### 3.4 Identical Tie Proposals

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

### 3.5 Instructions for Proposal Submittal

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

- Proposals may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline;
- Electronic submission of Proposals will not be accepted;
- Proposals must be delivered on or before the Opening Date as stipulated in the Timeline. The Department's clocks will provide the official time for Proposal receipt and opening;
- All Proposals must be submitted in a sealed envelope/package with the relevant solicitation number and the date and time of the proposal opening shall be clearly marked on the outside of the envelope/package;
- Late Proposals will not be accepted;
- The completed Cost Proposal Sheet must be sealed in a separate envelope, but may be included in the package with the Proposal;
- Submit one (1) signed original Proposal, and five (5) hard copies, and six (6) electronic copies, in searchable PDF format on CD or DVDs. The electronic copies should contain the entire Proposal as submitted, including all supporting and signed documents. If the Vendor submits a redacted copy of the Proposal, as outlined in Section 3.21, the Vendor must submit one (1) redacted hard copy and one (1) electronic copy of their redacted Proposal in PDF format, on CD or DVD. The submitted CD/DVDs should not be "password protected."
- A Vendor may submit a Proposal, for one (1) or more locations; however, if submitting a Proposal from multiple locations, a separate Cost Proposal Sheet must be submitted for each location when responding to this RFP.

### 3.6 Project Proposal Format and Contents

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

Proposals should be limited to a page size of 8.5" x 11". Fold out pages may be used, where appropriate, but should not exceed 5% of the total number of pages of the entire Proposal. All pages should be sequentially numbered. It is recognized that existing

financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

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

### **3.6.1 Mandatory Responsive Requirements**

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

**3.6.1.1** It is mandatory that the Department receive a Vendor's Proposal by the date and time specified in the Timeline.

**3.6.1.2** It is mandatory that the Vendor sign, have notarized, and return Attachment XI, "Certification Attestation Form," and insert it under **Tab A** of the Proposal.

**3.6.1.3** It is mandatory that the Vendor complete Attachment XVII, Vendor's Contact Information, and insert it under **Tab A** of the Proposal.

**3.6.1.4** It is mandatory that the Vendor sign and submit Attachments II-VIII, Cost Proposal Sheets, for the locations they intend to provide and insert in under **Tab E** of the Proposal.

### **3.6.2 Tab A – Executive Summary**

The Proposal shall include an Executive Summary (narrative) synopsis of the Vendor's method of delivering the required services, in compliance with the minimum requirements and Scope of Services outlined in the RFP. The synopsis should contain sufficient detail addressing all elements of the required service delivery and should be prepared in such a manner that will clearly indicate the Vendor's understanding of, and intent to comply with, the requirements set forth in the RFP. The Executive Summary shall be signed by a representative of the Vendor authorized to bind the corporate entity submitting the Proposal and should be inserted under **Tab A** of the Proposal. The Executive Summary shall also contain information addressing each of the following requirements:

**3.6.2.1** If the Vendor will use subcontractors to provide any of the services, the Vendor shall provide detailed information for all subcontractors it plans on contracting with to provide any of the services under the resulting Contract. This information shall be provided in accordance with Section 4.3 of this RFP. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the resulting Contract, the number of years subcontractor has provided services, projects of similar size and scope to the services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime subcontractor) the subcontractor has had in the past three (3) years.

- 3.6.2.2** Proof that the Vendor is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. This information may be obtained from Florida's Secretary of State's Office.
- 3.6.2.3** Proof that the Vendor is licensed to provide Outpatient Substance Use Treatment and Aftercare Services, in accordance with Chapter 65D-30, F.A.C., as evidenced by submission of required license, or, for the purposes of this RFP, the Department will accept a copy of application for licensure with the DCF or the Vendor's plan to acquire the licensure, with a written understanding and commitment of the Vendor that the required license will be obtained in the required timeframe. The Vendor shall be responsible for all costs associated with licenses required for the Program.
- 3.6.2.4** A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Vendor is also an employee of the State or no State employee owns a five percent (5%) interest in the Vendor or its' affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.
- 3.6.2.5** A statement from any proposed subcontractor acknowledging acceptance of, and intent to be bound by the Contract terms to be included in the Department's Contract should the Vendor be awarded any resulting Contract. The statement shall bear an original signature from a person authorized to legally bind the subcontractor. The proposed subcontractor shall also be licensed in the State of Florida.
- 3.6.2.6** A statement certifying that the Vendor has no interest, and shall not acquire any interest that will conflict with their performance of the services required under this RFP.
- 3.6.2.7** The Vendor shall also identify all entities of or related to the Vendor (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Vendor), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, State, or other regulatory agency regulations. The Vendor shall identify the amount of any payments made as part of any settlement agreement, consent order, or conviction. If there have been none, a statement shall be provided to this effect.

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

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

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

#### 3.6.3.1 Narrative/Record of Past Experience

The Vendor shall have two years (2) of business/corporate experience within the last five (5) years in the provision of licensed outpatient substance use treatment services, licensed aftercare, or other similar services, to the criminal justice population. Details of the Vendor's experience should be provided in narrative form, in sufficient detail so that the Department is able to evaluate its complexity and relevance. This information shall be included under **Tab B** and specifically include:

- a) A narrative description of the Vendor's experience delivering substance use treatment program services over the past five (5) years, with dates of service delivery clearly identified. During all times material to this experience requirement, the Vendor shall have been an appropriately licensed, permitted, provider and shall have had an appropriately licensed staff to supervise, and oversee the delivery of outpatient substance use treatment services.
- b) The Vendor's business plan and administrative structure. The Vendor's organizational structure shall be described with clear lines of authority depicted.
- c) A current copy of all required State and federal licenses, permits, and registrations including, but not limited to, the following:
  1. Face-sheet of the Vendor's current insurance policy showing sufficient coverage as indicated in Section 4.4 of this RFP; and
- d) The identification of, no less than three (3) and no more than 10 current and/or past (within the last five (5) years) contracts for the provision of services similar to those identified in this RFP that fully demonstrate that the Vendor has the experience and ability to completely and timely perform all services contemplated by this RFP. Provide the name and current telephone number, email address, and mailing address, for the specified Contract Manager for each identified Contract. This information shall also include a comprehensive description of the target audience/beneficiaries of these services and the number of individuals served on an annual basis.

- e) A copy of the most recent contract management reviews, evaluations, audits or similar documents for those Contracts identified under “d”, above.
- f) A summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience (i.e., specialized accreditations, grant awards, etc.).
- g) If the Vendor intends to use subcontractors, the Vendor shall provide identification of all subcontractors performing any service delivery, and include a statement indicating the percentage of work to be completed by the Vendor, and each subcontractor, as measured by percentage of the total Contract.
- h) A description of community networks, partnerships, or resources that will be used in meeting the needs of the referred population and availability of resources (other than financial) to work on this project.
- i) A list of all Contracts within the last five (5) years that the Vendor or Subcontractor(s), if utilized, were:
  - Terminated prior to their original expiration date and the rationale for the termination; and/or
  - Involved in a loss of funds and the reason for the loss (i.e., delays, financial consequences, loss of performance bonds), and the amount for each.

If none of the above conditions have occurred, the Vendor shall provide a statement to that effect.

- j) A summary of any ongoing litigation with an indication as to whether a negative outcome would have potential material impact on the Vendor. If none, then the Vendor shall provide a statement to that effect.

### **3.6.3.2 Business/Corporate References**

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

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

### 3.6.3.3 Business/Corporate References

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

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

### 3.6.4 Tab C - Project Staff

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

#### 3.6.4.1 Key Management Personnel and Qualifications

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

- a) **Chief Executive Officer (or equivalent title):** The Chief Executive Officer is the highest-ranking officer in the Vendor's company or organization. The CEO shall have a minimum of two (2) years experience as CEO in the provision of comprehensive re-entry services to the criminal justice population.
- b) **Project Manager (or equivalent title):** The Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual shall have a minimum of two years experience within the last five (5) years at the management level, providing direct administrative oversight.

#### 3.6.4.2 Staffing Plan and Schedule

The Vendor shall provide the following:

- a) A list of all position titles in the organization that will provide any administrative oversight, support, or direct services under any resultant Contract. This position title list shall reflect the number of staff with that title who will be providing those services and specify whether it is an on-site position or an administrative oversight position;

- b) A detailed monthly master program schedule that reflects all programmatic activities that are scheduled to occur each day of the week, seven (7) days a week. This schedule shall reflect the time the activities are scheduled to occur;
- c) A detailed monthly staffing schedule which reflects the number of staff and the position titles of the individuals who will be working each identified shift, seven (7) days a week, 24 hours a day;
- d) A detailed written “back-up” plan for filling staff absences and vacancies;
- e) The prior history of staff retention and what incentives and benefits are provided to retain staff; and
- f) A written plan to recruit, hire, and train staff for this project, which reflects an understanding of the Department’s role in approving an individual for work under any resultant Contract.

**3.6.4.3 Position Descriptions**

The Vendor shall provide position descriptions and salary ranges for all positions outlined in Section 3.6.4 and for all positions that will be utilized to perform any services under this RFP. Minimum qualifications should include any educational, certifications, and work experience requirements.

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

The Vendor shall provide a narrative Service Delivery Approach identifying how the Vendor will meet the Scope of Services of this RFP. The response should fully describe the Vendor’s methodology for meeting the Department’s requirements for service delivery, outlined in Section 2, specifically addressing each component, as it is listed in the RFP for providing outpatient substance use treatment and aftercare services at the proposed location(s). The Service Delivery Approach shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level. The Vendor should insert the required information for this section under **Tab D** of the response.

Vendors must be thorough and detailed in their response. Vendors are encouraged to include any additional relevant information that would assist in evaluating the overall strength of the program. If offering any value-added services, the Vendor must provide a detailed description of the value-added services the Vendor is offering the Department. Value-added services shall be provided at no cost to the Department, and are in addition to those services that meet the minimum service requirements and specifications of this RFP.

**3.6.6 Tab E – Cost Proposal Sheet**

Cost Proposal Sheets (Attachments II-VIII), shall be submitted with the most favorable terms the Vendor can offer. The Department may reject any and all Proposals that are conditional, incomplete or which contain irregularities, as these will be deemed a counteroffer.

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

The Cost Proposal Sheet must identify the name of the Vendor, date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Vendor to the prices submitted. **The Cost Information Sheet shall be sealed separately, but must be easily inserted into Tab E upon the Cost Reply opening.**

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

### 3.7 Response Opening

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

### 3.8 Evaluation Criteria

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

#### 3.8.1 Evaluation of Proposals

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

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

Category 1 - Business/Corporate Experience and Qualifications – Tab B	100 points
Category 2 - Project Staff – Tab C	200 points
Category 3 - Service Delivery Approach – Tab D	450 points
Cost Points - Tab E	250 points
<b>TOTAL POINTS POSSIBLE</b>	<b>1,000 points</b>



**3.8.1.2** Evaluators will independently score each criterion within a category. Each Evaluator's score for each category will be combined and averaged to determine the point value. Each Vendor's point value for each category will then be combined, and added to the Cost Point Value to determine final scores.

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

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

**3.8.1.3** For Cost Points, the Vendor submitting the lowest Grand Total Weighted Price will receive 250 points per location. All other proposals will receive Cost Points according to the following formula:

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

Where: N = Lowest Grand Total Weighted Price received by any Proposal, per Service Site Location.  
X = Vendor's Grand Total Weighted Price  
Z = Cost Points Awarded.

The Department may reject any Proposal not submitted in the manner specified by this RFP.

### **3.9 Disclosure of Response Contents**

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

### **3.10 Basis of Award**

A Contract will be awarded to the responsible and responsive Vendor who receives the highest total score per Location. The Department reserves the right to award a Contract,

in whole, or for part of the work provided by this RFP. The Department reserves the right to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines doing so will serve the best interest of the State. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Proposal. Selection or rejection of a Proposal will not affect this right.

### **3.11 Posting of Notice of Agency Decision**

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

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

### **3.12 Rules for Withdrawal**

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

### **3.13 Rejection of Proposal**

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

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

### **3.14 Pre-Proposal Conference**

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

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

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

### **3.15 Addenda**

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

### **3.16 Verbal Instructions Procedure**

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

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

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

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

The Vendor shall acknowledge acceptance on Attachment XI, Certification/Attestation Form.

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

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

### **3.18 State Licensing Requirements**

As applicable, all entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Department shall be on file and in good standing with the State of Florida, Department of State (DOS), or provide evidence of exemption from this requirement. If not currently meeting this requirement, a Vendor will register with the Department of State, or provide notice of exemption, within five (5) business days of award.

### **3.19 MyFloridaMarketPlace (MFMP) Registration**

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services, as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace Vendor Information Portal (VIP), unless exempted under Rule 60A1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S. with any Vendor not registered in the VIP system, unless exempted by rule. A Vendor not currently registered in the VIP system shall do so within five (5) business days of award.

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

### **3.20 Travel Expenses**

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

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

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

### **3.22 E-Verify**

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

### **3.23 Vendor Substitute W-9**

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

### **3.24 Scrutinized Companies**

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

### **3.25 Disposal of Proposals**

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

### **3.26 Protest Procedures**

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

## **Section 4.0 - Special Conditions**

### **4.1 General Contract Conditions (PUR 1000)**

The General Contract Conditions are outlined in form PUR 1000 which is a downloadable document incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within form PUR 1000. There is no need to return this document with the response. The PUR 1000 is available at <http://dms.myflorida.com/content/download/2933/11747>.

### **4.2 State Initiatives**

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

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and service disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-

disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

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

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

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

#### **4.2.2 Environmental Considerations**

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

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

#### **4.3 Subcontracts**

The Vendor may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services as indicated in this RFP. Anticipated subcontract agreements known at the time of proposal submission and the amount of the subcontract must be identified in the proposal. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, which the Vendor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties. All subcontractors, regardless of

function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Vendor.

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

#### **4.4 Insurance**

The Vendor shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Vendor and the Department under the resultant Contract. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additional named insured on the Vendor's insurance related to the Contract. Upon the execution of the resultant Contract, the Vendor shall furnish the Department's Contract Manager, or designee, with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

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

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

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

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

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

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

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

#### **4.7 Assignment**

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

#### **4.8 Severability**

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

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

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

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

The Department reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of



the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is served by the Department, either directly or indirectly, through these services.

#### **4.11 Convicted Felons**

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

#### **4.12 Taxes**

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

#### **4.13 Safety Standards**

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

#### **4.14 Americans with Disabilities Act (ADA)**

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

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

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

#### **4.16 Legal Requirements**

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

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

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

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

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

#### **4.19 Termination**

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

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

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

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

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

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

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

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the resultant Contract.

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

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

resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Vendor shall advise the Department of the location of all records pertaining to the resulting Contract, and shall notify the Department by certified mail within 10 days if/when the records are moved to a new location.

#### **4.21 Indemnification**

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

#### **4.22 Inspector General**

In accordance with Section 20.055(5), 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.

***[Remainder of Page Intentionally Left Blank]***

**ATTACHMENT I – MANDATORY SERVICE SITE LOCATIONS  
FDC RFP-18-003**

<b>CIRCUIT 4</b>		
<b>County of Service Location</b>	<b>Mandatory Service Site Location Requirements</b>	<b>Estimated Contract Start Date</b>
Duval County	Must be Located Within Zip Code 32210	12/01/2017
Duval County	Must be Located Within Zip Code 32202	12/01/2017
Nassau County	Must be Located Within One of Zip Codes 32034 <u>or</u> 32097 <b>(not both)</b>	12/01/2017
Clay County	Must be Located Within One of Zip Codes 32043 <u>or</u> 32065 <b>(not both)</b>	12/01/2017

<b>CIRCUIT 5</b>		
<b>Service Locations</b>	<b>Mandatory Service Site Location Requirements</b>	<b>Estimated Contract Start Date</b>
City of Ocala (Northeast)	Must be Located Within Zip Code 34470	12/01/2017
City of Ocala (West)	Must be Located Within Zip Code 34473	12/01/2017
Belleview	Must be Located Within Zip Code 34420	12/01/2017
Tavares	Must be Located Within Zip Code 32778	12/01/2017
Leesburg	Must be Located Within Zip Code 34748	12/01/2017
Brooksville	Must be Located Within Zip Code 34601	12/01/2017
Inverness	Must be Located Within Zip Code 34450	12/01/2017
Lecanto	Must be Located Within Zip Code 34461	12/01/2017

<b>CIRCUIT 7</b>		
<b>County of Service Location</b>	<b>Mandatory Service Site Location Requirements</b>	<b>Estimated Contract Start Date</b>
Putnam County	Must be Located Within the City Limits of Palatka, FL	12/01/2017
West Volusia County	Must be Located Within the City Limits of Deland, FL	12/01/2017
East Volusia County	Must be Located Within One of the Following Zip Codes: 32174, 32117, 32114, 32119, 32124, 32128, or 32127	12/01/2017
St. Johns County	Must be Located Within the City Limits of St. Augustine, FL	12/01/2017
Flagler County	Must be Located Within the City Limits of Bunnell, FL	12/01/2017

<b>CIRCUIT 8</b>		
<b>County of Service Location</b>	<b>Mandatory Service Site Location Requirements</b>	<b>Estimated Contract Start Date</b>
Alachua County	Must be Located Within One of the following Gainesville Zip Codes: 32601, 32603, 32605, 32606, 32607, 32612	12/01/2017
Levy and Gilchrist Counties	Must be Located Within Zip Code 32621 – Bronson, FL	12/01/2017
Baker County	Must be Located Within Zip Code 32063 – MacClenny, FL	12/01/2017
Bradford County	Must be Located Within Zip Code 32091 – Starke, FL	12/01/2017
Union County	Must be Located Within Zip Code 32054 – Lake Butler, FL	12/01/2017

<b>CIRCUIT 14</b>		
<b>County of Service Location</b>	<b>Mandatory Service Site Location Requirements</b>	<b>Estimated Contract Start Date</b>
Bay County	City of Panama City Beach (Must Be Located Within Zip Code: 32407 <b>OR</b> 32408)	2/01/18
Bay County	City of Panama City (Must Be Located Within Zip Code 32401 <b>OR</b> 32405)	2/01/18
Calhoun County	Must Be Located Within the City Limits of Blountstown, Florida	2/01/18
Gulf County	Must Be Located Within the City Limits of Port St. Joe, Florida	2/01/18
Holmes County	Must Be Located Within the City Limits of Bonifay, Florida	2/01/18
Jackson County	Must Be Located Within the City Limits of Marianna, Florida	2/01/18
Washington County	Must Be Located Within the City Limits of Chipley, Florida	2/01/18

<b>CIRCUIT 15</b>		
<b>County of Service Location</b>	<b>Mandatory Service Site Location Requirements</b>	<b>Estimated Contract Start Date</b>
Palm Beach County	Site(s) must be located between Forest Hill Boulevard in the Southern section of West Palm Beach and Linton Boulevard in Delray Beach	12/01/17
Palm Beach County	West Palm Beach (West to 441)	12/01/17

<b>CIRCUIT 17</b>		
<b>County of Service Location</b>	<b>Mandatory Service Site Location Requirements</b>	<b>Estimated Contract Start Date</b>
South Broward County	Must be Located in either of Zip Code 33024, 33025, or 33026	12/01/2017

**ATTACHMENT II – COST PROPOSAL SHEET  
FDC RFP-18-003**

<b>JUDICIAL CIRCUIT 4</b> (Duval, Nassau, and/or Clay Counties)	
LOCATION OF FACILITY:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p align="center">(County of Service Site Location)</p>
ADDRESS OF PROPOSED FACILITY:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p align="center">(Street Address)</p>
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p align="center">(City/State/Zip Code)</p>

**Service Site Locations:** The Vendor shall have a Service Site Location in at least one (1) of the locations per Circuit, as indicated in Attachment 1 of this RFP. 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 as indicated in Attachment I (Circuit 4). **A SEPARATE COST PROPOSAL SHEET MUST BE SUBMITTED FOR EACH PROPOSED SERVICE SITE LOCATION WHEN RESPONDING TO THIS RFP.**

**NOTE:** The Vendor shall provide a unit price (rate per offender, per Service Site Location) for all service types listed in the table below. Awards shall be made per Service Site Location.

<b>JUDICIAL CIRCUIT 4</b>					
SERVICE TYPE	UNIT PRICE RATE (Per offender; Per Service)		Weight		Total Weighted Price Per Service
Screening (One time for Outpatient Substance Use <b>OR</b> One time for Aftercare)		X	10%	=	
Assessment (Psychosocial Assessment and Medical History)		X	10%	=	
Individual Counseling – Minimum 45 Minutes		X	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individual Treatment Plan); and  Aftercare Plan Review – Minimum of 30 minutes (Once every 90 calendar days after development of Aftercare Plan)		X	20%	=	
Group Counseling –Minimum 60 minutes (includes Substance Use Education, Life Skills Training Groups, Process Groups, and Aftercare Groups)		X	60%	=	
<b>Grand Total Weighted Price (Circuit 4)</b>					

\_\_\_\_\_  
NAME OF VENDOR'S ORGANIZATION

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

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

\_\_\_\_\_  
DATE

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

**ATTACHMENT III – COST PROPOSAL SHEET  
FDC RFP-18-003**

<b>JUDICIAL CIRCUIT 5</b> (City of Ocala (NE), City of Ocala (W), Belleview, Tavares, Leesburg, Brooksville, Inverness, and/or Lecanto)	
LOCATION OF FACILITY:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (County of Service Site Location)
ADDRESS OF PROPOSED FACILITY:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Street Address) <div style="border-bottom: 1px solid black; margin-top: 5px;"></div> (City/State/Zip Code)

**Service Site Locations:** The Vendor shall have a Service Site Location in at least one (1) of the locations per Circuit, as indicated in Attachment 1 of this RFP. 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 as indicated in Attachment I (Circuit 5). **A SEPARATE COST PROPOSAL SHEET MUST BE SUBMITTED FOR EACH SERVICE SITE LOCATION WHEN RESPONDING TO THIS RFP.**

**NOTE:** The Vendor shall provide a unit price (rate per offender, per Service Site Location) for all service types listed in the table below. Awards shall be made per Service Site Location.

<b>CIRCUIT 5</b>					
SERVICE TYPE	UNIT PRICE RATE (Per offender; Per Service)		Weight		Total Weighted Price Per Service
Screening (One time for Outpatient Substance Use <b>OR</b> One time for Aftercare)		X	10%	=	
Assessment (Psychosocial Assessment and Medical History)		X	10%	=	
Individual Counseling – Minimum 45 Minutes		X	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individual Treatment Plan); and  Aftercare Plan Review – Minimum of 30 minutes (Once every 90 calendar days after development of Aftercare Plan)		X	20%	=	
Group Counseling –Minimum 60 minutes (includes Substance Use Education, Life Skills Training Groups, Process Groups, and Aftercare Groups)		X	60%	=	
<b>Grand Total Weighted Price (Circuit 5)</b>					

\_\_\_\_\_  
NAME OF VENDOR'S ORGANIZATION

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

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

\_\_\_\_\_  
DATE

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



**ATTACHMENT IV – COST PROPOSAL SHEET  
FDC RFP-18-003**

<b>JUDICIAL CIRCUIT 7</b> (Putnam, West Volusia, East Volusia, St. Johns, and/or Flagler Counties)	
LOCATION OF FACILITY:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p align="center">(County of Service Site Location)</p>
ADDRESS OF PROPOSED FACILITY:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p align="center">(Street Address)</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p align="center">(City/State/Zip Code)</p>

**Service Site Locations:** The Vendor shall have a Service Site Location in at least one (1) of the locations per Circuit, as indicated in Attachment 1 of this RFP. 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 as indicated in Attachment I (Circuit 7). **A SEPARATE COST PROPOSAL SHEET MUST BE SUBMITTED FOR EACH SERVICE SITE LOCATION WHEN RESPONDING TO THIS RFP.**

**NOTE:** The Vendor shall provide a unit price (rate per offender, per Service Site Location) for all service types listed in the table below. Awards shall be made per Service Site Location.

<b>CIRCUIT 7</b>					
SERVICE TYPE	UNIT PRICE RATE (Per offender; Per Service)		Weight	=	Total Weighted Price Per Service
Screening (One time for Outpatient Substance Use <b>OR</b> One time for Aftercare)		X	10%	=	
Assessment (Psychosocial Assessment and Medical History)		X	10%	=	
Individual Counseling – Minimum 45 Minutes		X	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individual Treatment Plan); and  Aftercare Plan Review – Minimum of 30 minutes (Once every 90 calendar days after development of Aftercare Plan)		X	20%	=	
Group Counseling –Minimum 60 minutes (includes Substance Use Education, Life Skills Training Groups, Process Groups, and Aftercare Groups)		X	60%	=	
<b>Grand Total Weighted Price (Circuit 7)</b>					

\_\_\_\_\_  
NAME OF VENDOR'S ORGANIZATION

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

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

\_\_\_\_\_  
DATE

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

**ATTACHMENT V – COST PROPOSAL SHEET  
FDC RFP-18-003**

<b>JUDICIAL CIRCUIT 8</b> (Alachua, Levy & Gilchrist, Baker, Bradford, and/or Union Counties)	
LOCATION OF FACILITY:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (County of Service Site Location)
ADDRESS OF PROPOSED FACILITY:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Street Address)
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (City/State/Zip Code)

**Service Site Locations:** The Vendor shall have a Service Site Location in at least one (1) of the locations per Circuit, as indicated in Attachment 1 of this RFP. 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 as indicated in Attachment I (Circuit 8). **A SEPARATE COST PROPOSAL SHEET MUST BE SUBMITTED FOR EACH SERVICE SITE LOCATION WHEN RESPONDING TO THIS RFP.**

**NOTE:** The Vendor shall provide a unit price (rate per offender, per Service Site Location) for all service types listed in the table below. Awards shall be made per Service Site Location.

<b>CIRCUIT 8</b>				
SERVICE TYPE	UNIT PRICE RATE (Per offender; Per Service)		Weight	Total Weighted Price Per Service
Screening (One time for Outpatient Substance Use <b>OR</b> One time for Aftercare)		<b>X</b>	<b>10%</b>	<b>=</b>
Assessment (Psychosocial Assessment and Medical History)		<b>X</b>	<b>10%</b>	<b>=</b>
Individual Counseling – Minimum 45 Minutes		<b>X</b>	<b>10%</b>	<b>=</b>
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individual Treatment Plan); and  Aftercare Plan Review – Minimum of 30 minutes (Once every 90 calendar days after development of Aftercare Plan)		<b>X</b>	<b>20%</b>	<b>=</b>
Group Counseling –Minimum 60 minutes (includes Substance Use Education, Life Skills Training Groups, Process Groups, and Aftercare Groups)		<b>X</b>	<b>60%</b>	<b>=</b>
<b>Grand Total Weighted Price (Circuit 8)</b>				

\_\_\_\_\_  
NAME OF VENDOR'S ORGANIZATION

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

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

\_\_\_\_\_  
DATE

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

**ATTACHMENT VI – COST PROPOSAL SHEET  
FDC RFP-18-003**

<b>JUDICIAL CIRCUIT 14</b> (Bay, Calhoun, Gulf, Homes, Jackson and/or Washington Counties)	
LOCATION OF FACILITY:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (County of Service Site Location)
ADDRESS OF PROPOSED FACILITY:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Street Address)
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (City/State/Zip Code)

**Service Site Locations:** The Vendor shall have a Service Site Location in at least one (1) of the locations per Circuit, as indicated in Attachment 1 of this RFP. 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 as indicated in Attachment I (Circuit 14). **A SEPARATE COST PROPOSAL SHEET MUST BE SUBMITTED FOR EACH SERVICE SITE LOCATION WHEN RESPONDING TO THIS RFP.**

**NOTE:** The Vendor shall provide a unit price (rate per offender, per Service Site Location) for all service types listed in the table below. Awards shall be made per Service Site Location.

<b>CIRCUIT 14</b>					
SERVICE TYPE	UNIT PRICE RATE (Per offender; Per Service)		Weight	=	Total Weighted Price Per Service
Screening (One time for Outpatient Substance Use <b>OR</b> One time for Aftercare)		<b>X</b>	<b>10%</b>	<b>=</b>	
Assessment (Psychosocial Assessment and Medical History)		<b>X</b>	<b>10%</b>	<b>=</b>	
Individual Counseling – Minimum 45 Minutes		<b>X</b>	<b>10%</b>	<b>=</b>	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individual Treatment Plan); and  Aftercare Plan Review – Minimum of 30 minutes (Once every 90 calendar days after development of Aftercare Plan)		<b>X</b>	<b>20%</b>	<b>=</b>	
Group Counseling –Minimum 60 minutes (includes Substance Use Education, Life Skills Training Groups, Process Groups, and Aftercare Groups)		<b>X</b>	<b>60%</b>	<b>=</b>	
<b>Grand Total Weighted Price (Circuit 14)</b>					

\_\_\_\_\_  
NAME OF VENDOR'S ORGANIZATION

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

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

\_\_\_\_\_  
DATE

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

**ATTACHMENT VII – COST PROPOSAL SHEET  
FDC RFP-18-003**

<b>JUDICIAL CIRCUIT 15</b> (Palm Beach County)	
LOCATION OF FACILITY:	<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> <p align="center">(County of Service Site Location)</p>
ADDRESS OF PROPOSED FACILITY:	<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> <p align="center">(Street Address)</p>
	<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> <p align="center">(City/State/Zip Code)</p>

**Service Site Locations:** The Vendor shall have a Service Site Location in at least one (1) of the locations per Circuit, as indicated in Attachment 1 of this RFP. 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 as indicated in Attachment I (Circuit 15). **A SEPARATE COST PROPOSAL SHEET MUST BE SUBMITTED FOR EACH SERVICE SITE LOCATION WHEN RESPONDING TO THIS RFP.**

**NOTE:** The Vendor shall provide a unit price (rate per offender, per Service Site Location) for all service types listed in the table below. Awards shall be made per Service Site Location.

<b>CIRCUIT 15</b>					
SERVICE TYPE	UNIT PRICE RATE (Per offender; Per Service)		Weight		Total Weighted Price Per Service
Screening (One time for Outpatient Substance Use <b>OR</b> One time for Aftercare)		X	10%	=	
Assessment (Psychosocial Assessment and Medical History)		X	10%	=	
Individual Counseling – Minimum 45 Minutes		X	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individual Treatment Plan); and  Aftercare Plan Review – Minimum of 30 minutes (Once every 90 calendar days after development of Aftercare Plan)		X	20%	=	
Group Counseling –Minimum 60 minutes (includes Substance Use Education, Life Skills Training Groups, Process Groups, and Aftercare Groups)		X	60%	=	
<b>Grand Total Weighted Price (Circuit 15)</b>					

\_\_\_\_\_  
NAME OF VENDOR'S ORGANIZATION

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

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

\_\_\_\_\_  
DATE

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

**ATTACHMENT VIII – COST PROPOSAL SHEET  
FDC RFP-18-003**

<b>JUDICIAL CIRCUIT 17 (South Broward County)</b>	
LOCATION OF FACILITY:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p align="center">(County of Service Site Location)</p>
ADDRESS OF PROPOSED FACILITY:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p align="center">(Street Address)</p>
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p align="center">(City/State/Zip Code)</p>

**Service Site Locations:** The Vendor shall have a Service Site Location in at least one (1) of the locations per Circuit, as indicated in Attachment 1 of this RFP. 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 as indicated in Attachment I (Circuit 17). **A SEPARATE COST PROPOSAL SHEET MUST BE SUBMITTED FOR EACH SERVICE SITE LOCATION WHEN RESPONDING TO THIS RFP.**

**NOTE:** The Vendor shall provide a unit price (rate per offender, per Service Site Location) for all service types listed in the table below. Awards shall be made per Service Site Location.

<b>CIRCUIT 17</b>					
SERVICE TYPE	UNIT PRICE RATE (Per offender; Per Service)		Weight		Total Weighted Price Per Service
Screening (One time for Outpatient Substance Use <b>OR</b> One time for Aftercare)		<b>X</b>	<b>10%</b>	<b>=</b>	
Assessment (Psychosocial Assessment and Medical History)		<b>X</b>	<b>10%</b>	<b>=</b>	
Individual Counseling – Minimum 45 Minutes		<b>X</b>	<b>10%</b>	<b>=</b>	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individual Treatment Plan); and  Aftercare Plan Review – Minimum of 30 minutes (Once every 90 calendar days after development of Aftercare Plan)		<b>X</b>	<b>20%</b>	<b>=</b>	
Group Counseling –Minimum 60 minutes (includes Substance Use Education, Life Skills Training Groups, Process Groups, and Aftercare Groups)		<b>X</b>	<b>60%</b>	<b>=</b>	
<b>Grand Total Weighted Price (Circuit 17)</b>					

\_\_\_\_\_  
NAME OF VENDOR'S ORGANIZATION

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

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

\_\_\_\_\_  
DATE

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

**ATTACHMENT IX  
BUSINESS ASSOCIATE AGREEMENT FOR HIPAA  
FDC RFP-18-003**

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;
- 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 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.

**ATTACHMENT X - CERTIFICATION/ATTESTATION FORM  
FDC RFP-18-003**

**1. Business/Corporate Experience:**

This is to certify that the Vendor has at least two (2) years of business/corporate experience, within the last five (5) years, relevant in the provision of licensed Substance Use Treatment and Aftercare Services, or other similar services, to the criminal justice population.

**2. Authority to Legally Bind the Vendor:**

This is to certify that the person signing below is authorized to make this affidavit on behalf of the firm, its owner(s), directors and officers. This person is the person in the firm responsible for the prices and total amount of this submittal and the preparation of the response.

**3. Statement of No Involvement:**

This is to certify that the person signing the Proposal has not participated, and will not participate, in any action contrary to the terms of this solicitation.

**4. Statement of No Inducement:**

This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Proposal with regard to this solicitation. Furthermore, this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive submission.

**5. Statement of Non-Disclosure:**

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

**6. Statement of Non-Collusion:**

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

**7. Non-Discrimination Statement:**

This is to certify that the Vendor does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.

**8. Unauthorized Alien Statement:**

This is to certify that the Vendor does not knowingly employ unauthorized alien workers.

**9. Statement of No Investigation/Conviction:**

This is to certify that Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency, and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public Contract.

**10. Scrutinized Companies Lists:**

If value of this solicitation is greater than or equal to \$1 million, then the Vendor certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

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

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

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

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

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

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

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

**ATTACHMENT XI –BUSINESS/CORPORATE REFERENCE FORM  
FDC RFP-18-003**

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

1) Name of Company/Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_

2) Name of Company/Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_

3) Name of Company/Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
FEID#

**ATTACHMENT XII - REFERENCE QUESTIONNAIRE  
FDC RFP-18-003**

**This form will be completed by the Department utilizing the information provided in RFP response.**

**THIS BUSINESS/CORPORATE  
REFERENCE IS FOR:**

**NAME OF PERSON PROVIDING REFERENCE:**

**TITLE OF PERSON PROVIDING REFERENCE:**

**FIRM OR BUSINESS NAME:**

**TELEPHONE NUMBER:**

**EMAIL ADDRESS:**

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

---

---

---

2. Describe the geographic area where services were provided (number of counties served, section of the state, etc.).

---

---

---

3. What was the estimated population of clients served?

---

---

---

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

---

---

---

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

---

---

---

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

---

---

---

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

---

---

---

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

---

---

---

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

---

---

---

10. Are there any additional comments you would like to make about this business entity?

---

---

---

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

ADDITIONAL NOTES:

**ATTACHMENT XIII - EVALUATION CRITERIA  
FDC RFP-18-003**

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

\_\_\_\_\_  
Evaluator Name

\_\_\_\_\_  
Vendor Location

\_\_\_\_\_  
FDC Circuit No.

RFP Section Reference	Page Number(s) Information is Included (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded (To be Completed by Evaluators)
<b>Category 1 - Business/Corporate Experience and Qualifications (Possible Points 100)</b>				
3.6		1. To what extent does the Vendor's Executive Summary provide a summary of their method of delivering the required services in conjunction with the minimum requirements and scope of services outlined in this RFP? <b>(Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)</b>	20	
3.6 3.8		2. To what extent does the Vendor's corporate qualifications and experience demonstrate that they have the required two (2) years of business/corporate experience within the last five (5) years relevant to the provision of services as outlined in this RFP? <b>(Poor – 7.50; Adequate – 15; Good – 22.50; Exceptional – 30)</b>	30	
3.6 3.8		3. To what extent does the Vendor demonstrate experience relevant to the provision of services to offenders as described in this RFP in a community-based criminal justice outpatient substance use treatment setting, including the Vendor's experience in serving this population and the estimated total population served annually and demographics of that population? <b>(Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
3.6 3.8		4. To what extent does the Vendor demonstrate stability in providing contractual services similar to those described in the RFP? <b>(Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
<b>Total Points Awarded – Category 1 – Business/Corporate Experience and Qualifications</b>				_____

RFP Section Reference	Page Number(s) Information is Included (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded (To be Completed by Evaluators)
<b>Category 2 - Project Staff (Possible Points 200)</b>				
3.6.4.1(a)		5. To what extent does the resume for the Chief Executive Officer (or equivalent title) provide information detailing her/his corporate experience in the provision of a community-based criminal justice outpatient substance use treatment program? <b>(Poor – 2.50; Adequate – 5; Good –7.50; Exceptional – 10)</b>	10	
3.6.4.1(b)		6. To what extent does the resume for the Project Manager (or equivalent title) provide information detailing her/his ability to provide corporate responsibility for administration of any Contract for outpatient substance use treatment services as described in this RFP? <b>(Poor – 2.50; Adequate – 5; Good –7.50; Exceptional – 10)</b>	10	
3.6.4.2		7. How detailed is the Vendor’s list of all position titles in the organization that will be providing administrative oversight, support or direct services under any resulting Contract and does the list reflect the number of staff for each position who will be providing services and are these on-site positions or administrative oversight positions? <b>(Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)</b>	20	
2.12.2 3.6.4.2(b)		8. How detailed is the Vendor’s monthly master program schedule and does it reflect all programmatic activities scheduled to occur each week and the time of day the activities are to occur? <b>(Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)</b>	20	
2.12.2 2.12.3 3.6.4.2(c) 3.6.4.2(d)		9. To what extent does the Vendor’s staffing plan demonstrate that they will have sufficient qualified staff available on-site, to ensure proper supervision of programming, including the provision of adequate management staff on site, and written back-up plan for filling staff absences and vacancies from work for the program site? <b>(Poor – 8.75; Adequate – 17.50; Good – 26.25; Exceptional – 35)</b>	35	



RFP Section Reference	Page Number(s) Information is Included (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded (To be Completed by Evaluators)
<b>Category 2 - Project Staff (Possible Points 200)</b>				
3.6.4.2(e)		10. How sufficient is the Vendor's prior history of staff retention, the incentives and benefits they provide to retain staff? <b>(Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)</b>	20	
3.6.4.2(f)		11. How reasonable and realistic is the Vendor's plan to recruit, hire, and train staff for this work under this project? <b>(Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)</b>	20	
2.12.1.2 3.6.4.2(b)		12. How flexible are the hours of service delivery for employed offenders? Do they ensure evening and weekend service delivery? <b>(Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
1.4 2.11.2		13. Based on the estimated population to be served, how sufficient are the number of counselors providing services under this Contract and how clinically sound is the Vendor's process for assigning primary counselors for outpatient substance use treatment and aftercare services? <b>(Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
3.6.4.3		14. To what extent does the job description submitted for the Qualified Professional clearly demonstrate the required education/ experience and job duties appropriate for the position, and a salary that is competitive for similar employment in the geographical area? <b>(Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)</b>	15	
<b>Total Points Awarded – Category 2 – Project Staff</b>				_____

RFP Section Reference	Page Number(s) Information is Included (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded (To be Completed by Evaluators)
<b>Category 3 - Service Delivery Approach (Possible Points 450)</b>				
1.3.6 1.3.16 2.5 2.7 3.6.2.3		<p>15. Has the Vendor Included, the following, with their Proposal:</p> <ul style="list-style-type: none"> <li>• A copy of any interim license issued by DCF as the result of a DCF Audit;</li> <li>• A copy of a reasonable and achievable implementation plan to obtain license(s);</li> <li>• A copy of their submitted application to DCF for licensure;</li> <li>• A copy of their active Outpatient Substance Use Treatment and Aftercare license(s) with the most recent DCF site audit which received a score of 80% or higher;</li> </ul> <p><b>(3.75 – Poor (Vendor’s score, if they hold an interim license);</b>  <b>7.50 – Adequate (Vendor’s score, if they are unlicensed with a reasonable and achievable plan to obtain required licenses);</b>  <b>11.25 – Good (Vendor’s score, if a copy of a submitted application for outpatient and aftercare is attached to the Proposal);</b>  <b>15.00 – Exceptional (Vendor’s score, if they have an active license and their most recent DCF audit score is 80% or greater)</b></p>	15	
2.2.3 2.18.2 2.19.4 3.6.2.3		<p>16. How sufficient is the Vendor’s ability/plan to acquire/maintain appropriate Outpatient Substance Use Treatment and Aftercare licensure, and does it comply with the requirements and standards of Chapter 65D-30, F.A.C. (Licensing Standards)? <b>(Poor – 1.25; Adequate – 2.50; Good – 3.75; Exceptional – 5)</b></p>	5	
2.7.3.1		<p>17. To what extent does the Vendor have an achievable, detailed procedure in place for processing, tracking, and maintaining referrals? Are the procedures reasonable and manageable? Does this procedure include timeframes? <b>(Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)</b></p>	5	

RFP Section Reference	Page Number(s) Information is Included (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded (To be Completed by Evaluators)
<b>Category 3 - Service Delivery Approach (Possible Points 450)</b>				
2.7.3.1.3 2.11.1		<p>18. How comprehensive and detailed is the description of the Vendor's screening process and does the Vendor provide information on the required timeframes, quality/validity of screening tools being utilized, and/or methods utilized to determine appropriateness for admitting or excluding offenders from programs?? How will offenders who do not meet the criteria for outpatient or aftercare services be handled?</p> <p><b>(Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b></p>	25	
2.7.3.3 2.18.1.b		<p>19. How comprehensive is the Vendor's detailed written description of their discharge planning process for successful, unsuccessful or administrative discharges. Does it include specific criteria for each type of discharge? Does it include meeting the timeframes for probation officer notification and does it specify what is required in the discharge summary?</p> <p><b>(Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)</b></p>	10	
2.7.3.3		<p>20. How comprehensive, reasonable and attainable are the activities the Vendor will provide to offenders to ensure quality programming in order to meet or exceed a successful discharge completion rate of 52% or higher? <b>(Poor – 7.5; Adequate – 15; Good – 22.5; Exceptional – 30)</b></p>	30	
2.7.3.4 2.11.3		<p>21. How comprehensive is the Vendor's detailed description of their plans for collecting, recording receipts, and maintaining records for offender payments? Does the Vendor include notification to the supervising probation officer of missed payments and do they indicate any consequences for offenders who fail or refuse to pay for services?</p> <p><b>(Poor – 1.25; Adequate – 2.50; Good – 3.75; Exceptional – 5)</b></p>	5	

RFP Section Reference	Page Number(s) Information is Included (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded (To be Completed by Evaluators)
<b>Category 3 - Service Delivery Approach (Possible Points 450)</b>				
2.9 2.9.1 2.9.2 2.9.3		22. How comprehensive is the Vendor's understanding and detailed description of the required program characteristics, i.e., attributes, risk behavioral interventions and evidenced-based practices and is it clear how the Vendor's substance use treatment and aftercare programs will meet these required program characteristics? <b>(Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)</b>	25	
2.11.1 2.11.8 2.18.3.2 2.18.2		23. How comprehensive is the Vendor's written plan to meet performance measures as they are described in this RFP? <b>(Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)</b>	10	
2.11.3		24. How detailed is the Vendor's written description of the Orientation of offender's process, to include when it occurs and what is included in accordance with the requirements of the RFP? <b>(Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)</b>	10	
2.11.3.e 2.13.4 2.13.5		25. How sufficient are the Vendor's emergency operations procedures, client grievance procedure, and medical emergency procedures? Do they ensure the safety of the client and protect the client rights? <b>(Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)</b>	5	
2.11.4		26. How sufficient is the detailed description of the Vendors psychosocial and medical history assessment process, including areas assessed, narrative summary, diagnosis and timeframes within which the assessment should be completed? Does the psychosocial assessment include the components as prescribed in Chapter 65D-30, F.A.C.)? <b>(Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)</b>	15	

RFP Section Reference	Page Number(s) Information is Included (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded (To be Completed by Evaluators)
<b>Category 3 - Service Delivery Approach (Possible Points 450)</b>				
2.11.5 2.11.7		27. How sufficient is the Vendor's overall written description of the treatment planning process, including initial and individualized treatment plans and treatment plan reviews. Does the description specify appropriate cognitive behavioral and risk reduction interventions that will be utilized to meet the individualized goals and objectives? Is the individual treatment plan a part of the treatment process? Are the treatment plan reviews conducted individually and include timeframes for reviews? <b>(Poor – 7.50; Adequate – 15; Good – 22.50; Exceptional – 30)</b>	30	
2.11.6		28. To what extent does the Vendor's described approach to individual counseling sessions meet the requirements of the RFP and reflect sound clinical practice? <b>(Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)</b>	15	
2.11.7		29. How sufficient is the Vendor's detailed description of the Treatment Plan Review process; does it include the timeframes, length of time for review, who participates in the review, and the purpose of the treatment plan review? <b>(Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
2.11.8		30. How sufficient is the Vendor's detailed description of the RFP requirement for group counseling services for outpatient substance use service offenders, and does it include their understanding of the types and frequency for groups on an individual basis for a participant, length of group sessions, group size, evidence based curriculum to be utilized, if applicable, and credentials of group facilitators? <b>(Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	

RFP Section Reference	Page Number(s) Information is Included (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded (To be Completed by Evaluators)
<b>Category 3 - Service Delivery Approach (Possible Points 450)</b>				
2.11.9		31. How sufficient and clinically appropriate is the Vendor's description of how progress notes will be formatted, the content to be provided in the progress note, how often they will be recorded, by whom and where they will be kept? Does the Vendor's description include the importance of the progress notes being individual to each offender, and how the primary counselor will record the offender's progress or lack of progress in the program? <b>(Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)</b>	15	
2.11.10		32. How sufficient is the quality, based on sound clinical practice, use of evidenced-based practices, risk behavior interventions, requirements of the RFP, and applicable research of the Vendors aftercare program, including the development of individualized aftercare plans and regular review of the plans? <b>(Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)</b>	50	
2.11.10		33. How sufficient is the Vendor's written description of the aftercare group services to be provided to offenders in need of these services, including the group times, size and types of groups that will be provided? <b>(Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)</b>	15	
2.11.11 2.18.1.2 3.6.5		34. If the Vendor chooses to utilize alcohol and drug-screening and testing as a part of their treatment protocol, how detailed is the description of how they will incorporate this process into their program in accordance with this RFP? <b>(Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)</b>	10	
2.11.12		35 How sufficient is the Vendor's written description of the provision of ancillary services to offenders, when applicable, and what services will they provide or refer to other Vendors, and do they include how these services will be described in the Individual Treatment Plan? <b>(Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)</b>	10	

RFP Section Reference	Page Number(s) Information is Included (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded (To be Completed by Evaluators)
<b>Category 3 - Service Delivery Approach (Possible Points 450)</b>				
2.11.13		36. How comprehensive is the Vendor's written description of their clinical supervision plan for staff involved in the delivery of services as described in this RFP, to include monthly chart review, a plan for delivery of clinical supervision to clinical staff, the number of hours' staff will receive clinical supervision, and how frequently the clinical supervisor will be on-site? <b>(Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)</b>	20	
2.13.1 2.13.2 2.13.3 2.13.4 2.13.5		37. How comprehensive are the Vendor's operational procedures and are they applicable to the services provided? Are the client placement procedures, reasonable and do they comply with the Department's requirements? Are they sufficient for offenders under supervision? <b>(Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)</b>	5	
2.18 2.18.3.1-4 2.18.3.4 2.18.3.5 2.18.3.6 2.18.3.7 2.18.3.8		38. How sufficient is the Vendor's process to ensure they will meet the reporting requirements in this RFP, and does the process include the methodology for complying with each of these requirements? <b>(Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)</b>	10	
2.18.1.8 2.25 3.6.5		39. Based on the overall comprehensiveness of the Vendor's proposal, how sufficient is their ability to start up the program and provide all the services required in the RFP on the date services are required, as per the location they are submitting a Proposal for? <b>(Poor – 7.50; Adequate – 15; Good – 22.50; Exceptional – 30)</b>	30	

RFP Section Reference	Page Number(s) Information is Included (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded (To be Completed by Evaluators)
<b>Category 3 - Service Delivery Approach (Possible Points 450)</b>				
2.14 3.6.5		40. How beneficial to the program are the value-added services? Are the services or programming, in which the Vendor is offering, in addition to the minimum service requirements and specifications of the RFP? Does the Vendor demonstrate an understanding of the fact that value added service are offered at no cost to the Department? <b>(Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)</b>	5	
2.19 2.21		41. How sufficient is the Vendor’s detailed description as it pertains to their understanding of Financial Consequences, in reference to, not meeting the Performance Measures as described in this RFP? <b>(Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)</b>	25	
<b>Total Points Awarded – Category 3 – Service Delivery Approach</b>				_____

**SUBTOTAL OF TECHNICAL POINTS AWARDED:**

CATEGORY 1 \_\_\_\_\_ CATEGORY 2 \_\_\_\_\_ CATEGORY 3 \_\_\_\_\_

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

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

**COST POINTS WILL BE DETERMINED BY THE OFFICE OF FINANCIAL MANAGEMENT, BUREAU OF PROCUREMENT**

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

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

Where: N = Lowest Grand Total Weighted Price received by any Proposal, per Location  
X = Vendor's Grand Total Weighted Price  
Z = Cost Points Awarded

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



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

FDC Representative Calculating Cost Points:

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

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

FDC Representative calculating the Final Score:

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

# ATTACHMENT XIV – SAMPLE PROGRAM REFERRAL FDC RFP-18-003

## FLORIDA DEPARTMENT OF CORRECTIONS Community Supervision Program Referral

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

**SECTION I. Referral Information:**

Instructions: Section I completed by DC Referring Officer.

**A. OFFENDER INFORMATION:**

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

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

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

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

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

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

- DC Funded  
 Co-Payment  
 Self-Pay

Persons in family/household	DC Funded (at or below income level)	Co-Payment (income range)	Self-Pay Status (at or above income level)
1	\$11,770	\$11,771- \$15,930	\$15,931
2	\$15,930	\$15,931-\$20,091	\$20,092
3	\$20,090	\$20,092-\$24,252	\$24,253
4	\$24,250	\$24,253-\$28,413	\$28,414
5	\$28,410	\$28,414-\$32,574	\$32,575
6	\$32,570	\$32,575-\$36,735	\$36,736
7	\$36,730	\$36,736-\$40,896	\$40,897
8	\$40,890	\$40,897- \$45,057	\$45,058
Families with more than 8 persons, add \$4,160 for each additional person.			

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

Instructions: Section II completed by program.

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

**SECTION III. Termination:**

Instructions: Section III completed by program.

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

**ATTACHMENT XV – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM  
FDC RFP-18-003**

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

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

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

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

---

**VENDOR'S SIGNATURE**

(Form revised 11/10/15)

**ATTACHMENT XVI - VENDOR'S CONTACT INFORMATION**  
**FDC RFP 18-003**

The Vendor shall identify the contact information as described below.

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

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

<b>Name:</b>	_____	_____
<b>Title:</b>	_____	_____
<b>Address:</b>	_____	_____
	_____	_____
<b>Telephone:</b>	_____	_____
<b>Fax:</b>	_____	_____
<b>Email:</b>	_____	_____

*[Remainder of Page Intentionally Left Blank]*

**ATTACHMENT XVII  
SAMPLE  
SUMMARY INVOICE AND MONTHLY PERFORMANCE REPORT**

**FDC RFP-18-003**

**SUMMARY INVOICE - OUTPATIENT SUBSTANCE ABUSE TREATMENT PROGRAM**

<b>Contractor Name/Mailing Address:</b>	<b>FEIN #:</b>	<b>Contract #:</b>		<b>Month/Year:</b>		
		Electronic Fund Transfer ID:				
		Organization Code (11):				
		Expansion Option(2):				
		Object Code (6)				
		<b>Number Served</b>	<b>Cost per offender</b>	<b>Total Service Cost (# Served X's Cost Per Offender)</b>	<b>Total Co-pay collected for service</b>	<b>Total Due by Department for Service (Total Service Cost - Collected Co-Pay for Service)</b>
<b>Intake Screening</b>						
<b>Individual Counseling</b>						
<b>Treatment Plan Reviews</b>						
<b>Group Counseling (includes Substance Abuse Education &amp; Life Skills Training Groups, Process Groups and Aftercare Groups)</b>						
<b>TOTAL INVOICED AMOUNT FOR MONTH</b>						

Submitted by: \_\_\_\_\_

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

Date: \_\_\_\_\_

