



## Request for Quote (RFQ) RFQ-19-055

### Outpatient Substance Use Disorder Treatment and Aftercare Services

#### 1.0 OVERVIEW

##### 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 December 31, 2018, the Department’s active community-supervised Offender population was 103,501. Approximately 60.5% (62,673) of those Offenders are in need of substance use disorder treatment, and the number is expected to rise.

The Outpatient Substance Use Disorder Treatment Program (Program) is a community-based program that offers licensed Outpatient Substance Use Disorder Treatment and Aftercare Services to Offenders. All services must be provided in accordance with Chapter 65D-30, Florida Administrative Code (F.A.C.), and any subsequent revisions. Engaging Offenders will be under community supervision with the Department and ordered by the sentencing or releasing authority, or are required to participate by Interstate Compact. All Offenders must be pre-approved by the Department. The goal of the Program is to offer services and treatment interventions, in a supervised and treatment-supported environment, in an effort to motivate and assist Offenders in their personal recovery from the use of substances.

##### 1.2 Statement of Purpose

The Department is committed to providing Outpatient Substance Use Disorder Treatment and Aftercare Services to Offenders requiring such treatment in Judicial Circuits 1, 5, 7, 16, and 17. Outpatient Substance Use Disorder Treatment and Aftercare Services shall be available to both male and female Offenders and shall be provided in accordance with Department guidelines.

The following table indicates an approximate number of substance use disorder treatment referrals to contracted Vendors in Judicial Circuits 1, 5, 7, 16, and 17 for Fiscal Year (FY) 2016-2017 and FY 2017-2018.

| Judicial Circuit | Substance Use Disorder Treatment Referrals FY 2016-2017 | Substance Use Disorder Treatment Referrals FY 2017-2018 |
|------------------|---|---|
| 1                | 1,733   | 1,901   |
| 5                | 202   | 252   |
| 7                | 969   | 1,379   |
| 16               | 196   | 197   |
| 17               | 784   | 820   |

The Department is seeking qualified Vendors to provide Outpatient Substance Use Disorder Treatment and Aftercare Services for these Judicial Circuits. The geographical locations for each of the Judicial Circuits to receive services as a result of this RFQ are provided in Attachment I, Preferred Service Site Locations.

The Department is requesting Quotes, 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 Outpatient Substance Use Disorder Treatment and Aftercare Services to Offenders involved in the criminal justice system.

The Department intends to award one (1) or more Contracts for each service site location within a Judicial Circuit, based upon available funding, and the Department's determination of service needs. A Vendor may submit a Quote for one (1) or more service site location(s). However, if submitting a Quote for multiple service site location(s), a separate Price Sheet (Attachments II – VI) must be submitted for each service site location when responding to this RFQ.

To submit a Quote 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, Preferred Service Site Locations. The Department would prefer Bilingual Staff (English and Spanish) at the sites to reduce language barriers during the provision of services.

### **1.3. Service Implementation**

The Vendor must have the capacity to implement service delivery, as described in this RFQ, no later than the Estimated Contract Start Date listed on Attachment I, Preferred Service Site Locations, or at a date agreed upon by the Vendor and the Department.

### **1.4. Term**

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

### **1.5. Contract Renewal**

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

### **1.6. Instructions to Vendors**

All responses to this RFQ should be sent to [purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com) by 5:00 p.m., Eastern Time, on May 14, 2019.

Any questions that may arise related to this RFQ should be directed, in writing, to Jana Musgrove, Procurement Officer at [purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com).

### **1.7. Basis of Award**

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

## 1.8. Definitions

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

- 1.8.1 **Attributes**: Essential components of the program.
- 1.8.2 **Breach of Contract**: A failure of the Vendor(s) to perform in accordance with the terms and conditions of the resultant Contract(s).
- 1.8.3 **Clinical File**: The file developed and maintained by the Vendor, for each Offender engaging in Outpatient Substance Use Disorder Treatment Services, that contains clinical substance use disorder treatment information in accordance with Chapter 65D-30, F.A.C., 42 Code of Federal Regulations (C.F.R.), Part 2, Subsection 297.501(7), F.S., and additional programmatic requirements for each Offender.
- 1.8.4 **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.
- 1.8.5 **Comprehensive Program Evaluation**: An in-depth Contract compliance monitoring technique, conducted a minimum of once per Fiscal Year (FY) by the Department's Contract Manager, or designee, completed to document the Vendor's compliance with the terms of the resultant Contract, and to evaluate overall Program functioning. The frequency of monitoring will be at the discretion of the Department's Contract Manager, or designee, in accordance with the Department's procedures.
- 1.8.6 **Contract**: The agreement between the successful Vendor and the Department resulting from this RFQ.
- 1.8.7 **Contract Non-Compliance**: Failure to meet or comply with any requirement or term of the resultant Contract.
- 1.8.8 **Contract Quality Assurance**: The Department's staff person responsible for the oversight of all quality assurance aspects of the resultant Contract.
- 1.8.9 **Contract Quality Assurance Program Manager**: The Department's staff person responsible for the oversight of all quality assurance aspects of the resultant Contract.
- 1.8.10 **Corrective Action Plan (CAP)**: A Vendor's written comprehensive plan to remedy deficiencies discovered during the resultant Contract monitoring and/or discovered at any time during the term of the resultant Contract.
- 1.8.11 **DC Number**: The Florida Department of Corrections Identification Number assigned to an Offender.
- 1.8.12 **Deliverables**: Those services, items, and/or materials provided, prepared and, delivered to the Department during the resultant Contract performance. Deliverables are specifically described in Section 2.17 of this RFQ.
- 1.8.13 **Department**: The Florida Department of Corrections (FDC).

- 1.8.14 **Evaluation Methodology**: The process utilized by the Department to evaluate Quotes received from qualified Vendors.
- 1.8.15 **Evidence-Based Practices**: Service approaches, or utilization of curriculums, that have been validated by some form of documented scientific evidence, and have specific outcome measures. Evidence-based practices and/or curriculums stand in contrast to approaches that are based on tradition, convention, belief, and/or anecdotal evidence.
- 1.8.16 **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.
- 1.8.17 **Offenders Treatment Plan**: An individualized, written plan of action that directs treatment services, and is based on an assessment and input from the Offender. This Plan also establishes goals and corresponding measurable objectives, time frames for completing objectives, and the type and frequency of services to be provided.
- 1.8.18 **Initial Treatment Plan**: A preliminary, written plan of goals and objectives intended to inform the Offender of service expectations, and to prepare the Offender for service provision.
- 1.8.19 **Licensure**: The statutory or regulatory authority to provide substance use disorder treatment programs to Offenders.
- 1.8.20 **Licensure Inspection**: An on-site inspection of the licensed Program, conducted by the Florida Department of Children and Families (DCF), and a review of the service components provided to monitor and ensure the Vendor's level of compliance with licensure standards.
- 1.8.21 **Local Quality Assurance Coordinator (LQAC)**: A specific Department staff member located in the field/Region, designated by the Contract Quality Assurance Manager, or designee, to assist in monitoring the performance of the Vendor under a resultant Contract.
- 1.8.22 **Offender**: An individual who is under community supervision with the Department.
- 1.8.23 **Primary Counselor**: An employee who is part of the Vendor's clinical staff, and who has primary responsibility for delivering and coordinating clinical services for specific Offenders.
- 1.8.24 **Prison Rape Elimination Act (PREA)**: Refers to Part 115 of Title 28 C.F.R., National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, State, and local institutions, and for information, resources, recommendations, and funding to protect Offenders from prison rape.

- 1.8.25 Probationary License:** Refers to the license issued by DCF for a new substance use disorder 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.
- 1.8.26 Qualified Professional:** A physician licensed under Chapter 458 or 459, F.S., a practitioner licensed under Chapter 490 or 491, F.S., or a person who is certified through a Department-recognized certification process, as provided for in Subsection 397.311(25) and Section 397.416, F.S. Offenders who are certified are permitted to serve in the capacity of a Qualified Professional, but only within the scope of their certification.
- 1.8.27 Quality Improvement Program:** A systematic and organized approach to monitor and continuously improve the Quality of Service in order to maintain, restore, or improve outcomes in individuals and populations throughout a system of care.
- 1.8.28 Recovery Capital:** The internal and external resources necessary for an Offender to achieve and maintain recovery from substance use disorder(s), 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 Offender to Offender, and may change over time.
- 1.8.29 Relapse Prevention:** A type of substance use disorder treatment program that includes therapeutic activities designed to foster greater awareness of the Offender's substance use disorder patterns, warning signs of regression, and coping skills to support recovery from substance use disorder.
- 1.8.30 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.
- 1.8.31 Risk Behavioral Interventions:** Interventions that are concerned with the reduction in risk and the change in behaviors.
- 1.8.32 Service Area:** The State's Judicial Circuit, wherein the services requested in this RFQ are required to be delivered to the Department.
- 1.8.33 Subcontract:** An agreement entered into by the Vendor with any other person or organization that agrees to perform any obligation for the Vendor under the terms of the resultant Contract.
- 1.8.34 Supervising Probation Officer:** The Offender's assigned correctional probation officer who ensures that the conditions of the probation orders are met.
- 1.8.35 Successful Vendor:** A legally qualified corporation, partnership, or other entity, that will be performing as the Vendor under any Contract resulting from this RFQ.
- 1.8.36 Value-Added Services:** Additional services the Vendor may offer the Department, in addition to these services that meet the minimum services

requirements and specifications of this RFQ. Value-added services are offered at no additional cost to the Department or Offender.

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

## **2.0 SCOPE OF WORK**

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

### **2.1 Scope of Services**

The Outpatient Substance Use Disorder Treatment and Aftercare Services Program is designed to provide services to Offenders on community supervision with the Department. The services required include intake screening, assessments, Offender 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 which motivate and assist Offenders in their personal recovery from substance use disorder, while allowing them to maintain residence and employment in the community.

### **2.2 Rules and Regulations**

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

- 2.2.1** All Substance Use Disorder Treatment Services provided under the resulting Contract must meet all applicable local, State and federal ordinances, laws, rules and regulations. Specifically, the Vendor shall ensure that all substance use disorder 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 Title 42 C.F.R. Part 2 – Confidentiality of Alcohol and Drug Abuse Patient Records.
- 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 Vendor shall be notified of any such revision(s) or addenda, and the updated version will take precedence. The Vendor and the Department shall work cooperatively to ensure service delivery is made in complete compliance with all such mandates and requirements.
- 2.2.3** The Vendor shall have or obtain the required licensure for both Outpatient Substance Use Disorder Treatment and Aftercare Services, and shall comply with requirements and standards regarding the operation of an Outpatient Substance Use Disorder Treatment and Aftercare Services program, as set forth in Chapter 65D-30, F.A.C.
- 2.2.4** The Vendor shall pay for all costs associated with local, State, and federal licensing, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on-site, and a copy of such shall be submitted to the Department's Contract Manager, or designee, upon request.

- 2.2.5** The Vendor shall comply with the Department's policy regarding "Non-Discrimination," which states, "No person on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the benefits or the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract."
- 2.2.6** The Vendor shall provide the Department's Contract Manager, or designee, and the Department's Local Quality Assurance Coordinator (LQAC), 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 Vendor 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, and the Department's LQAC, 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 Vendor shall comply with all provisions of the Americans with Disabilities Act (ADA). This includes provisions referencing both employment and public service agencies (Titles I and II), as well as, any other applicable provision.
- 2.2.9** 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 Vendor shall ensure that all staff providing services under the resulting Contract comply with prevailing ethical and professional standards, and the statutes, rules, and procedures, relevant to the provision of services.
- 2.2.11** The Vendor 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 2.27, Modification after Contract Execution.
- 2.2.12** The Vendor agrees to provide adequate insurance coverage on a comprehensive basis, and to hold such insurance at all times during the existence of any Contract resulting from this RFQ. This shall include, but is not limited to, worker's compensation, general liability coverage, and property damage coverage. The Department must be an additional named insured on the Vendor's insurance related to any Contract resulting from this RFQ.

### **2.3 Confidentiality**

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

provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

## **2.4 Department Responsibilities**

- 2.4.1** The Department will complete Section I of the Community Supervision Program Referral Form, DC5-404, for each Offender approved for the Program, and forward the Form to the Vendor.
- 2.4.2** The Department will make available to the Vendor, upon request, all non-confidential records and social histories pertaining to referred Offenders, if such records are not otherwise protected from disclosure by law.
- 2.4.3** 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 Administrative Responsibilities**

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

## **2.6 Service Location(s), Times, and Requirements**

### **2.6.1 Service Location(s)**

- 2.6.1.1** All service location(s) shall be Department-approved, and located within the geographical boundary of Judicial Circuits 1, 5, 7, 16, and 17, as listed in Attachment I, Preferred Service Site Locations.
- 2.6.1.2** All service site location(s) shall be located within the specified county, as indicated in Attachment I, Preferred Service Site Locations. All site locations shall be licensed prior to the execution of the resulting Contract and commencement of service provisions.
- 2.6.1.3** The service location(s) shall meet all the State, county, and city zoning, permitting, and licensing requirements at the time of any resulting Contract execution, as well as any other requirements



necessary for operation. The Vendor shall provide such documentation to the Department's Contract Manager, or designee, upon request, at any time during the term of the resulting Contract.

**2.6.1.4** In addition, the Vendor shall attest that the address of all locations listed comply with the requirements outlined in this RFQ, and any resulting Contract.

**2.6.1.5** The Department reserves the right to review location(s) 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.

**2.6.1.6** The Vendor 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 or of receiving notification of changes, challenges or complaints.

**2.6.1.7** After any resulting Contract is awarded, requests for changes to the site location must be approved via formal communication (written communication between the Department and the Vendor regarding compliance and/or service quality), to include an effective date, by the Department's Contract Manager, or designee. Such approval will be followed by a change order or formal Contract amendment. Compensation will not be provided for services at any changed site prior to approval of the Department's Contract Manager, or designee, via a formal communication.

## **2.6.2 Service Times**

The Vendor shall provide services at times accessible and convenient to Offenders, and be reasonably flexible in scheduling intake screenings, assessments, group counseling sessions, treatment plan reviews, and individual sessions. The Vendor shall provide counseling activities at various times a day to accommodate Offenders' work schedules. The Department's LQAC, or designee, must approve the Program's schedule, and any revisions thereof.

## **2.6.3 Service Requirements**

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

**2.6.3.1.1** The Department will refer appropriate, and approved Offenders to the Vendor, in a timely manner within the parameters of any resulting Contract, using the Community Supervision Program Referral Form (DC5-404).

**2.6.3.1.2** All Offenders engaging in Outpatient Substance Use Disorder Treatment 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 Vendor. The Vendor 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 Vendor.

- 2.6.3.1.3** In order to qualify for services, an Offender must be eligible according to the criteria outlined in Section 2.6.3.2, Offender Admission Criteria. The Vendor 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.
- 2.6.3.1.4** The Vendor is responsible for completing Sections II and III of the DC5-404 Form, as appropriate, and for returning all completed documents to the Department's Supervising Probation Officer, or designee.
- 2.6.3.1.5** Upon Offender admission to the Program, the Vendor shall complete Section II of the DC5-404 Form and forward a copy, or electronic equivalent, to the Department's Supervising Probation Officer, or designee, within three (3) business days. The Vendor shall retain a copy of this Form in the Offender's clinical record.
- 2.6.3.1.6** Upon an Offender's discharge from the Program, the Vendor shall complete Section III of the DC5-404 Form, and forward a copy, or electronic equivalent, to the Department's Supervising Probation Officer, or designee, within three (3) business days. The Vendor shall retain a copy of this Form in the Offender's clinical record.
- 2.6.3.1.7** The Vendor shall have a written, achievable, detailed procedure for completing, maintaining, and tracking Offender referrals. This procedure must meet the timeframes and requirements established by the Department.

### **2.6.3.2 Offender Admission Criteria**

The Offender must be under community supervision with the Department and must be either court-ordered, required through Interstate Compact, referred in accordance with the terms of a pre-trial intervention agreement, or referred by the Department's Supervising Probation Officer, or designee, to engage in an Outpatient Substance Use Disorder Treatment and Aftercare Program. The Department must approve the admission of any Offender, in writing.

### **2.6.3.3 Program Discharge**

**2.6.3.3.1** The Vendor shall notify the Department's Supervising Probation Officer, or designee, within three (3) business days of discharge from the Program, regardless of discharge type. The Vendor, shall accomplish this by providing the Department's Supervising Probation Officer, or designee, with a copy of the completed Section III of the DC5-404 Form. The Department should identify the Department's Supervising Probation Officer, or designee, on the Form.

**2.6.3.3.2** The Vendor'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 (CAP). The Vendor shall provide a detailed description of the activities used to ensure quality programming and program monitoring utilized to achieve or exceed this target.

**2.6.3.3.3** Within 10 business days of discharge, the Vendor shall prepare a written discharge report for an Offender discharged from the Program, and submit that report to the Department's Supervising Probation Officer, or designee. 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 engaged while in treatment, and outline an aftercare plan and further treatment recommendations, as applicable. The Vendor shall maintain this documentation in the Offender's clinical file.

**2.6.3.3.4** There are three (3) types of discharge from the Program: Successful, Unsuccessful, or Administrative. The criteria for each type of discharge is listed below:

a. Successful Discharge

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

- 1) The Offender complied with all Program requirements;
- 2) The Offender made satisfactory progress toward the goals of their substance use disorder treatment plan; and
- 3) The Offender obtained maximum benefit from the Program, as determined by their Primary Counselor and the Qualified Professional.

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 (3) unexcused absences from scheduled treatment events.

The Offender's Primary Counselor and the Qualified Professional 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 engagement in the Program;
- 2) A clinical determination that the Offender is not in need of substance use disorder 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 the Program and unrelated to Program compliance.

**2.6.3.3.5** The Vendor shall have a detailed procedure of the discharge process for services provided under any resultant Contracts. This procedure should describe the specific criteria for Successful, Unsuccessful, and Administrative Discharges.

**2.6.3.4 Offender Payments**

**2.6.3.4.1** 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 Vendor for 100% of the applicable fee(s) for services provided, in accordance with the rates proposed on Attachments II-VI, Price Sheets, for Offenders in this status. Offenders in this payment status are not required to make any payments to the Vendor for services provided.

- b. Offender Co-Payment Status – The Department will compensate the Vendor for 50% of the applicable fee(s) for services provided, in accordance with the rates proposed on Attachments II-VI, Price Sheets, for Offenders in this payment status. Offenders in this payment status will pay 50% of the applicable fee(s) to the Vendor 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 for 100% of the cost for services, in accordance with the rates proposed on Attachments II-VI, Price Sheets, at the time services are rendered.

**2.6.3.4.2** The Vendor shall collect, receipt, and record payments received from Offenders, following General Acceptable Accounting Practices and Principles (GAAP). The Vendor 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 Vendor shall notify the Department's Supervising Probation Officer, or designee, in the Monthly Progress Report, if an Offender refuses to pay either their charges for full payment or co-payment services.

**2.6.3.4.3** The Department will not be held liable for payment and will not pay any portion of services due from Offenders in full-pay status. The Department will only pay 50% for services provided to co-pay Offenders. It is the responsibility of the Vendor 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 Vendor. The Department will not pay for services not provided by the Vendor, 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.

**2.6.3.4.4** The Vendor shall have a procedure for the collection and accounting of Offender payments, as well as any additional fees the Offender could incur. This Procedure shall describe in detail: all the procedures for receiving and recording Offender payments; following General Acceptable Accounting Principles (GAAP), 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. This Procedure shall also include the process for notification to the Department's Supervising

Probation Officer, or designee, when the Offender refuses to pay for services.

## **2.7 Program Services to Be Provided**

The Vendor shall provide individualized, evidence-based, Outpatient Substance Use Disorder Treatment and Aftercare Services to motivate and to assist Offenders in their personal recovery from substance use disorder, as required by their individualized treatment or aftercare plan. This shall occur while allowing Offenders to maintain residence, maintain employment in the community, and successfully comply with the conditions of their probation.

## **2.8 Program Characteristics**

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

### **2.8.1 Attributes**

The Vendor's Program shall be designed in such a manner that intake screening, assessment, Offenders 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 the 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.

### **2.8.2 Risk Behavioral Interventions**

The Vendor shall implement individual and group programming that teaches Offenders to anticipate and monitor problem behaviors, to plan, rehearse and 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 engagement in the Program.

### **2.8.3 Evidenced-Based Practices**

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

- a. The Program services 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 services shall incorporate social-learning practices;
- c. The Program services shall target a wide-range of Offender criminogenic attributes:
  1. Anti-Social Personality (Social Awareness);
  2. Criminal Associates;
  3. Substance Use Disorder;

4. Family/Marital;
5. Leisure/Recreation;
6. Criminal Thinking/Attitude; and
7. Employment/School.

- d. The Program services shall match key Offender characteristics and learning styles with relevant counselor characteristics and program features;
- e. The Program services shall be implemented by well-trained, supervised staff who receive performance monitoring, and on-going training; and
- f. The Program services shall have a strong quality improvement component that ensures fidelity to the treatment model, and the chosen curricula.

**2.8.3.2** The Vendor shall have a comprehensive and detailed plan of how their Outpatient Substance Use Disorder Treatment and Aftercare Services meet the required program characteristics inclusive of the attributes, risk behavior interventions, and the six (6) requirements under evidenced-based practices.

**2.8.3.3** The Vendor shall operate using a trauma-informed approach, and offer trauma-informed interventions.

## **2.9 Program Quality Improvement**

The Vendor shall have a detailed Quality Improvement Plan for systematic evaluation and assessment of program services. This Plan shall be in accordance with Section 397.4103, F.S.

The Vendor shall be responsible for all costs incurred by implementing quality improvement activities.

## **2.10 Treatment Services**

### **2.10.1 Screening for Outpatient Substance Use Disorder Treatment or Aftercare Services**

**2.10.1.1** The Vendor shall screen an Offender within 10 calendar days of receiving the Department's referral for Outpatient Substance Use Disorder 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 screening shall be a minimum of 45 minutes in duration. The Vendor shall document the rationale for their recommendation or any action taken. The Vendor shall refer all Offenders, identified during the screening as having a substance use disorder problem (by admitted drug usage, positive urinalysis, a drug offense, significant other reports, etc.), to the appropriate level of treatment, either Outpatient Substance Use Disorder Treatment or Aftercare Services, regardless of whether the Offender admits to a drug problem or desires to enter treatment. If residential treatment or detoxification are warranted, the Vendor shall notify the Department's

Supervising Probation Officer, or designee, within 24 hours of screening, so the Department's Supervising Probation Officer, or designee, may appropriately follow-up with the sentencing court or releasing authority. In such cases, the Vendor shall document such recommendations in the written narrative summary of the screening tool.

**2.10.1.2** The Vendor shall provide a written narrative summary of the screening and initial Outpatient Substance Use Disorder Treatment programming recommendations to the Department's Supervising Probation Officer, or designee, within 10 business days of the screening appointment with the Offender.

**2.10.1.3** If it is apparent that the waiting time for a screening to determine whether an Offender is suitable for Outpatient Substance Use Disorder Treatment Services is going to exceed 10 calendar days, due to reasons beyond the Vendor's control, the Vendor shall notify the Department's Contract Quality Assurance Program Manager, or designee, in writing, unless the Department's Supervising Probation Officer, or designee, requested the appointment be made outside the 10 calendar day timeframe.

**2.10.1.4** If an Offender reschedules the screening appointment, the Vendor shall advise the Department's Supervising Probation Officer, or designee, via written notice or telephonically within 24 hours. If an Offender fails to appear for any scheduled appointment, the Vendor shall advise the Department's Supervising Probation Officer, or designee, in writing, within three (3) business days. The notice shall be provided via the Community Supervision Program Referral Form (DC5-404) within three (3) business days of the missed appointment, or by other written notice.

**2.10.1.5** The Vendor shall have a procedure for its screening process to include timeframes, screening tools utilized, and provisions for Offenders who do not meet the criteria for Outpatient Substance Use Disorder Treatment and Aftercare Services.

## **2.10.2 Primary Counselor**

A qualified Primary Counselor shall be assigned to each Offender placed in outpatient or aftercare services. No counselor shall have a caseload exceeding 50 Offenders (a part-time counselor shall not have a caseload exceeding 25, without approval).

## **2.10.3 Orientation**

Upon placement in the outpatient or aftercare component, Offenders shall receive orientation. 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 Vendor's infection control policies and procedures;



- f. Program rules; and
- g. Client grievance procedures.

#### **2.10.4 Psychosocial Assessment, Medical History and Adverse Childhood Experience Questionnaire (ACE)**

The Vendor 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 Department requires the Vendor complete the ACE as a part of the required Psychosocial Assessment.

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

**2.10.5.1** For any Offender identified to be in need of Outpatient Substance Use Disorder Treatment Services, the Vendor 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 Substance Use Disorder Treatment Services provided shall be based on each Offender's identified needs, attributes, and the severity of their substance use disorder. Outpatient Substance Use Disorder Treatment Programs shall incorporate evidence-based practices, and include risk behavior interventions.

**2.10.5.2** The Vendor shall monitor and document the progress of Offenders involved in outpatient services. Offenders shall be monitored with respect to attending appointments, potential for relapse, and results of counseling sessions.

**2.10.5.3** The Vendor shall ensure multi-cultural Outpatient Substance Use Disorder Treatment Services are provided based on individually assessed needs, risks, attributes, and Recovery Capital.

**2.10.5.4** An Initial and Individual Treatment Plan shall be developed for each Offender engaging in an outpatient program, in accordance with Chapter 65D-30, F.A.C., and any future revisions/updates.

**2.10.5.5** Each Offender shall be provided with the opportunity to engage in the development of the Individual Treatment Plan and subsequent monthly review of the Treatment Plan Review. The Individual Treatment Plan shall be developed from the Psychosocial Assessment, and inclusive of the ACE Questionnaire and tailored to each Offender's needs and Recovery Capital. The Offender's Individualized Treatment Plan shall address the following:

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

**2.10.5.6** 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 engaged 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 engagement in the development of their Individual Treatment Plan.

#### **2.10.6 Offenders Counseling**

During the course of treatment, the Vendor is authorized to provide no more than two (2) 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.

#### **2.10.7 Outpatient Substance Use Disorder Treatment Plan Reviews**

The Vendor 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 engage 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 Vendor may only invoice the Department and/or the Offender for one (1) Treatment Plan Review Session within a 30 calendar day timeframe after the development and implementation of the Individual Treatment Plan.

#### **2.10.8 Group Counseling Sessions for Outpatient Substance Use Disorder Treatment Services**

**2.10.8.1** The Vendor shall have the ability to offer various types of group counseling services in order to provide each Offender with clinically appropriate services based on their needs. The Offender's Individualized Treatment Plan shall reflect the type and frequency of groups in which the Offender is required to engage.

**2.10.8.2** Each Offender shall receive a minimum of at least one (1) group counseling session per week unless fewer are clinically indicated. The actual number of groups an Offender attends per week shall be based on an Offender's clinical need. The frequency of group engagement shall be reflected on the Individual Treatment Plan, and the number of groups an Offender is required to attend may increase or decrease depending on their clinical need. Group sessions shall be at least 60 minutes in duration, and group time shall not include administrative tasks such as taking attendance and collecting fees. The recommended group size is 12 or less Offenders, however, the maximum group size shall not exceed 15 Offenders.

**2.8.10.3** The Vendor shall require each Offender to sign a sign-in sheet for each group counseling session the Offender engages in. The sign-in sheet shall be utilized to verify the Offender attendance to the group counseling session. A copy of the sign-in sheet shall be filed in the

Offender's clinical file, and a copy shall be submitted to the Department with the monthly invoice.

**2.10.8.4** Group counseling sessions shall:

1. Be cognitive behavioral in nature;
2. Incorporate social learning practices; and
3. Target a wide-range of Offender criminogenic attributes.

All curriculums used for groups must be approved by the Department's LQAC, or designee.

**2.10.9 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 occurrences during a particular week. The Offender's Primary Counselor shall sign and date the progress notes. 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.

**2.10.10 Aftercare Services**

**2.10.10.1** The Vendor 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 evidence-based practices.

**2.10.10.2** For each Offender, the Vendor 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 Aftercare Plan Review shall be at least 30 minutes in duration and completed via face-to-face contact between the Offender and the Primary Counselor. The Vendor shall review and update the Aftercare Plan every 90 calendar days to determine the need for additional services. The Vendor may only invoice the Department and/or the Offender for one (1) Aftercare Plan review session within a 90 calendar day timeframe.

**2.10.10.3** The Vendor shall have the ability to offer various types of group counseling services in order to provide each 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 services shall be utilized to facilitate relapse prevention and address the criminal thinking behaviors.

**2.10.10.4** The Vendor shall monitor and document the progress of Offenders involved in aftercare services with respect to appointment attendance, potential for relapse, and results of counseling sessions.

All information shall be filed in the Offender's aftercare clinical file as it is monitored and documented.

### **2.10.11 Alcohol and Drug Screening and Testing**

**2.10.11.1** If the Vendor 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 shall be identified by photo identification, name, and DC number;
- b. Specimen collection training shall be conducted by the manufacturer of the on-site testing device, or by Vendor personnel that have been certified as specimen collectors;
- c. All urine specimen collections shall be performed under direct observation by Vendor's staff of the same gender as the Offender; and
- d. A presumptive positive result from an on-site device shall require a laboratory confirmation utilizing a Gas-Chromatography/Mass Spectrometry (GC/MS).

**2.10.11.2** All positive drug screens and/or confirmations shall be reported to the Department's Supervising Probation Officer, or designee, within 24 hours.

**2.10.11.3** The Department's LQAC, 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 Vendor 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.

### **2.10.12 Ancillary Services**

Ancillary Services, including psychiatric and medical services, shall be provided to the Offender directly by the Vendor, or through referral in those instances where the Vendor 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.

### **2.10.13 Clinical Supervision Requirements**

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

**2.10.13.1** One (1) individual face-to-face interview of one (1) hour with each counselor to discuss clinical problems, Program issues, and training needs. This interview shall be documented and signed by the counselor and the Qualified Professional.

**2.10.13.2** One (1) hour observing the provision of direct Offender care services (i.e., group or individual counseling, or assessment). This observation shall be documented and signed by the counselor and the Qualified Professional.

**2.10.13.3** The Vendor shall ensure that all substance use disorder clinical charts are reviewed, signed, dated, and credentialed by a Qualified Professional, in accordance with Chapter 65D-30, F.A.C., and any future revisions/updates, and Chapter 397, F.S. In addition, on a monthly basis, a Qualified Professional shall ensure a minimum of five (5) charts or 10% of the program's total clinical charts, whichever is greater, are reviewed, and maintained on-site for review by the Department's Contract Manager, or designee. The Qualified Professional shall be responsible for the overall quality of each Offender's clinical file.

#### **2.10.14 Training of Department Staff**

If requested by the Department, the Vendor shall be able to provide up to 40 hours of substance use disorder treatment 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 Vendor, in coordination with the Department's applicable Circuit Administrator, or designee.

### **2.11 Vendor Staff Requirements**

#### **2.11.1 General Staffing Requirements**

**2.11.1.1** The Vendor shall have direct oversight and responsibility for the performance of all Vendor's staff. The Vendor shall monitor the performance of all Vendor's staff providing Outpatient Substance Use Disorder Treatment Services in support of the resulting Contract.

**2.11.1.2** The Vendor shall ensure its staff work during hours when Offenders are available, including evenings and weekends, so attendance is convenient for Offenders and supports their recovery efforts.

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

**2.11.1.4** The Vendor's staff shall liaise with, and maintain a good working relationship with Department staff, and other Vendors working with the Department.

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

**2.11.2.1** The Vendor shall have a sufficient number of trained, professional treatment staff for provision of the services outlined herein.

**2.11.2.2** The Vendor 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 Vendor 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 Vendor.

**2.11.2.3** The Vendor shall have a written back-up staffing plan.

**2.11.3 Vendor Staffing Qualifications and Credentials**

**2.11.3.1** The Vendor 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 any future revisions/updates.

**2.11.3.2** The Vendor's clinical staff (Addiction Counselors) shall, at a minimum, meet the criteria for a Qualified Professional as outlined in Chapter 397, F.S., or at a minimum, meet one (1) of the qualifications described below:

- a. a Bachelor's degree from an accredited college or university in one (1) of the social sciences, and six (6) months of professional experience in chemical addiction and/or mental health counseling;
- b. a Bachelor's degree from an accredited college or university in any area of study, and one (1) year of professional experience in chemical addiction and/or mental health counseling;
- c. a Master's degree from an accredited college or university in one (1) of the social sciences;
- d. a Master's degree from an accredited college or university in any area of study, and six (6) months of professional experience in chemical addiction and/or mental health counseling;
- e. a Doctorate degree from an accredited college or university in chemical addiction and/or mental health counseling;
- f. a Doctorate degree from an accredited college or university in any area of study, and six (6) months of professional experience in chemical addiction and/or mental health counseling;
- g. a current Certification as a Certified Master's Level Addictions Professional (MCAP), Certified Addiction Professional (CAP); Certified Addiction Counselor (CAC); Certified Criminal Justice Addictions Professional (CCJAP), Certified Criminal Justice Addiction Counselor (CCJAC);
- h. an Associate's degree from an accredited college or university, and four (4) years of professional experience in chemical addiction and/or mental health counseling; or

- i. a high school diploma/GED, and six (6) years of professional experience in chemical addiction and/or mental health counseling.

**2.11.3.3** The Vendor shall have a certification statement certifying the credentials of each of the Vendor's staff, and that each staff member is fully qualified to perform the duties assigned. A copy of each certification statement shall be maintained by the Vendor, and be available to the Department's LQAC, or designee, upon request.

**2.11.3.4** All staff assigned to provide services under the resulting Contract shall be subject to approval by the Department. Offenders previously terminated (for cause) at any time by the Department may not be employed, or provide services, under any resulting Contract.

## **2.12 Policies and Procedures**

### **2.12.1 Operating Procedures**

The Vendor 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, Offender Placement Criteria, and operating procedures, as required by Rule 65D-30.004(15), F.A.C. If not included in the Department's operating procedures, the Vendor shall have operational procedures that address the requirements of this RFQ (i.e. FDC referral form, monthly progress reports to probation officers, etc.). All of the Vendor'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 the resulting Contract.

### **2.12.2 Personnel Policies**

The Vendor shall have personnel policies that meet the requirements of Rule 65D.30.004(4), F.A.C. Additionally, if the Vendor's ethical conduct standards or other personnel policies do not include the requirements identified in Section 2.14, Conduct and Safety Requirements, the Vendor shall create a policy to address those requirements.

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

The Vendor shall have a procedure to address medical emergencies.

### **2.12.4 Grievance Procedure**

The Vendor shall have grievance procedures for actions impacting Offenders and shall communicate these procedures to all Offenders receiving services. At a minimum, such procedures shall specify the Offender's due process rights, and any substantive issues raised by the Offender.

### **2.12.5 Emergency Operations Procedure**

The Vendor shall have a procedure to address emergencies such as fire, natural disasters, hurricanes, and other severe weather and pandemic outbreaks and includes the requirement to post evacuation routes at the facility.

### **2.13 Value-Added Services**

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

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

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

### **2.14 Conduct and Safety Requirements**

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

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

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



- e. The Vendor's staff shall not engage in any conduct which is criminal in nature, or which would bring discredit upon the Vendor or the Department. In providing services pursuant to any resulting Contract, the Vendor shall ensure its employees avoid both misconduct and the appearance of misconduct.
- f. 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, within 24 hours of violation or attempted violation and must include proposed action to be taken by the Vendor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties, shall subject the Vendor to punitive action, up to and including termination of any resulting Contract.
- g. The Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Department's Contract Manager, or designee, within 24 hours of the Vendor's knowledge of the incident.

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

- 2.15.1** The Vendor's, or any subcontractor's staff, assigned to perform work under this resultant Contract shall be subject, at the Department's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check shall be conducted by the Department and may occur or re-occur at any time during the resulting Contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the resulting Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide, upon request, the following data for any Offenders contractor or subcontractors staff assigned to the resulting Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue.
- 2.15.2** The Vendor shall ensure that the Department's Contract Quality Assurance Program Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being hired or assigned to work under the resulting Contract. The Vendor shall not offer employment to any Offenders or assign any Offenders to work under the resulting Contract, who has not had an FCIC/NCIC background check conducted. The Vendor shall maintain the background check approval for each employee in their personnel file.
- 2.15.3** No person who has been barred from any Department institution or other Department facility shall provide services under the resulting Contract.
- 2.15.4** 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 Vendor. It is the responsibility of the Vendor to advise the Department's Contract Manager, or designee, of any known pre-existing close, personal relationships between staff and participants. Rule 33-208.002(26), F.A.C., shall apply at the program, and stipulates that marriage between an employee and a participant is prohibited.

- 2.15.5** The Vendor shall not permit any Offenders to provide services under any resulting Contract who is under supervision or jurisdiction of any parole, probation, or correctional authority. Persons under any such supervision may work for other elements of the Vendor's business that are independent of the contracted services.
- 2.15.6** The Vendor shall disclose any business or personal relationship a staff person, officer, agent, or potential hire may have with anyone presently incarcerated or under the supervision of the Department.
- 2.15.7** The Vendor shall immediately report any new arrest, criminal charges, or convictions of any employee assigned to perform work under any resulting Contract.
- 2.15.8** Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Vendor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Vendor shall make full written report to the Department's Contract Manager, or designee, within 24 hours whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less), or when the Vendor or Vendor's staff has knowledge of any violation of the laws, rules, directives, or procedures of the Department.
- 2.15.9** The Vendor shall comply with the Department's Procedure 208.013, "Outside Employment," when hiring current or former Department employees.

## **2.16 Utilization of E-Verify**

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

## **2.17 Deliverables**

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

- a. The Vendor shall provide screening of referred Offenders as stated in Section 2.10.1 of this RFQ;
- b. The Vendor shall provide Outpatient Substance Use Disorder Treatment and Aftercare Services, monitored by maintaining appropriate levels of licensure, assessment, provision of individual and group counseling, treatment plan development and reviews, and annual monitoring;
- c. The Vendor shall provide any and all DCF Licensure reports as required by Section 2.19, DCF Licensure Maintenance;
- d. The Vendor shall provide the attendance sheets for all group-counseling sessions as required in Section 2.10.8 Group Counseling Sessions for Outpatient Substance Use Disorder Treatment Services; and
- e. The Vendor shall provide invoices and reports, as specified in Section 2.18, General 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 Department's Supervising Probation Officer, or designee, in effective supervision of the Offender. The Vendor shall submit and maintain the following records and documentation on-site, and ensure they are available for review as requested by the Department, or as otherwise specified. The Department reserves the right to require ad-hoc, and/or additional reporting requirements, as necessary.

**2.18.1 Monthly Progress Reports** – The Vendor shall provide a monthly 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 Department's Supervising Probation Officer, or designee, by the 15<sup>th</sup> calendar day of the month following the month services were provided. At a minimum, the progress report shall include the following information and be filed in the Offender's clinical file:

- 1) The Offender's name and DC number;
- 2) The Department's Supervising Probation Officer's name;
- 3) The month and year of service, and Program name;
- 4) The date(s) of attendance, and any missed appointments;
- 5) The types of services rendered;
- 6) The amount of payment which Offender refused to pay (if applicable);
- 7) Progress, or lack of progress noted;
- 8) The Counselor's signature; and
- 9) The alcohol and drug screening and testing results, if applicable.

**2.18.2 Discharge Reports** – The Vendor shall provide a written Discharge Report for each Offender discharged from treatment. The report shall be submitted to the Department's Supervising Probation Officer, or designee, within 10 business days of discharge. The report shall follow a format approved by the Department's Contract Manager, or designee, and include the following information:

- 1) The Offender's name and DC number;
- 2) The Department's Supervising Probation Officer's name;
- 3) The Program name and date of report;
- 4) The discharge date, discharge type, and supporting rationale;
- 5) A summary of participation and progress;

- 6) An aftercare plan outline; and
- 7) The Counselor's signature.

**2.18.3 Attendance Reports (Sign-In Sheets)** – In addition to the group sign-in/attendance sheet, the Vendor shall require each Offender to sign an attendance report/sign-in sheet to verify attendance at all other treatment events. The attendance report/sign-in sheet shall include the following information:

- 1) The Offender's name and DC number;
- 2) The event date, start time and end time;
- 3) The type of treatment event;
- 4) The place of the treatment event; and
- 5) The treatment counselor facilitating the treatment event.

The attendance report/sign-in sheet for each group treatment event shall be submitted with the monthly invoice. Failure to produce the documentation will affect invoice certification for that Program event. For group treatment events, a group treatment sign-in/attendance sheet showing the complete list of attendees shall be provided.

**2.18.4 Biannual Quality Improvement Reports** – The Vendor shall provide a Biannual Quality Improvement Report to the Department's Contract Quality Assurance Program Manager, or designee, every six (6) months. These reports shall reflect the Vendor's quality improvement activities and any corrective action taken during the reporting period.

**2.18.5 Incident Reports** – The Vendor shall immediately report all incidents, including but not limited to, incidents involving any use of force by a Vendor's staff member upon an Offender, significant staff disciplinary incidents, staff employment terminations, any and all new staff arrests, physical or verbal threats, and assaults by an Offender upon another Offender or Vendor's staff, destruction of property, and Offender medical emergencies. All incidents shall be documented in writing and submitted to the Department's LQAC, or designee, within 24 hours, in the Department-approved format.

**2.18.6 Alcohol and Drug Screening and Testing Reports** – The Vendor 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 to the Department's Contract Manager, or designee, along with the invoice. The report shall contain the name and DC number for each individual Offender in the Program. This report shall be in Excel, or an Excel-compatible format.

**2.18.7 Program Invoice and Program Detail Report** - The Vendor shall provide the Department with a Program Invoice and Program Detail Report on a monthly basis, using the Department's standardized format. The Program Invoice and Program Detail Report shall be submitted to the Department's Contract Manager, or designee, no later than the 15<sup>th</sup> calendar day of the month following the month service were provided, unless prior written approval for extenuating circumstances has been received by the Vendor from the Department's Contract Manager, or designee. The Program Invoice and Program Detail Report shall document the amount being charged to the Department, the Offenders being served and the services that the Offenders received.

## 2.19 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, upon receipt from DCF.

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.

## 2.20 Performance Measures and Performance Monitoring

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

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

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

**Outcome:** The Vendor shall submit the Program Invoice and Program Detail Report, in a Department approved format, to the Department's Contract Manager, or designee, on or before the 15<sup>th</sup> business day, following the month that services were rendered.

**Measure:** The Program Invoice and the Program Detail Report shall be postmarked or sent by email on or before the 15<sup>th</sup> business day of the month, following the month that services were rendered.

**Standard:** 100% of the Program Invoice and the Program Detail Report shall be postmarked or sent by email by the 15<sup>th</sup> business day of the month, following the month that services were rendered.

**Financial Consequence:** Unless prior written approval for extenuating circumstances has been received by the Vendor, from the Department's Contract Manager, or designee, the Vendor shall be assessed a Financial Consequence as noted below:

- a. Ten percent (10%) of the total invoiced amount, if the invoice is postmarked or emailed after the 15<sup>th</sup> business day of the month, following the month that services were rendered; and
- b. An additional ten percent (10%) of the total invoiced amount for each additional month that the invoice is late thereafter.

The same reductions shall be applied to supplemental invoices, if they are considered late invoices. An invoice schedule shall be provided through formal communication after the resulting Contract execution.

### **2.20.2 Performance Measure #2 – Group Size**

**Outcome:** The Vendor shall provide group-counseling sessions not to exceed 15 Offenders.

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

**Standard:** All of the group-counseling session attendance sign-in sheets shall have 15 or less Offenders in the group-counseling session.

**Financial Consequence:** On a monthly basis, one percent (1%) of the total amount billed for group-counseling sessions shall be assessed for each Offender that causes a group-counseling session to exceed 15 Offenders.

### **2.20.3 Performance Measure #3 – Licensure**

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

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

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

**Financial Consequence:** If the Vendor fails to meet the Performance Standard above, One half of a percent (.05%) of the annual Contract value shall be assessed, per month, until such time as the appropriate license is issued for the Program(s).

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

- a. The service location(s) or service component under any resulting Contract with the Department is substantially non-compliant with licensure standards.
- b. The Vendor failed to provide satisfactory proof of conformance to fire, safety, or health requirements for the Program.

- c. The Vendor is involved in licensure suspension or revocation proceedings for the Program.

**2.20.4 Performance Measure #4 – Annual Comprehensive Program Evaluation Monitoring**

**Outcome:** The Vendor shall meet the contractual obligations noted on the Annual Comprehensive Program Evaluation, completed by the Department's Contract Manager, or designee.

**Measure:** On an annual basis, the Department shall conduct this Program evaluation, and a percentage (%) of compliance shall be noted.

**Standard:** At a minimum 80% compliance is required.

**Financial Consequence:** The Department shall assess financial consequences as a percentage (%) of the current fiscal year Contract value, when compliance is within one of the ranges below:

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

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

**2.20.5 Performance Measure #5 – Repeated Deficiencies**

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

**Measure:** The Department shall identify and note each deficiency identified on a monitoring/review report that is repeated during the resulting Contract's service term.

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

**Consequence:** One percent (1%) of the fiscal year Contract value or \$500.00 (whichever is higher), shall be assessed for each instance of a repeated deficiency.

**2.20.6 Performance Standards**

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

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

The Department's Contract Manager, or designee, shall provide written notice to the Vendor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within 10 business days of receipt of a written notice of demand for consequences due, the Vendor shall forward payment to the Department. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order.

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

## **2.21 Monitoring and Evaluation Methodology**

The Department's Contract Manager, or designee, in consultation with the Department's Contract Quality Assurance Program Manager, or designee, shall monitor the Vendor's service delivery to determine if the Vendor has achieved the required level of performance for each Performance Measure identified in Section 2.20, Performance Measures and Performance Monitoring.

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

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

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

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



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

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

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

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits at any site where services are delivered pursuant to the resulting Contract.

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

### **2.22 HIPAA Business Associate Agreement**

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

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

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

## 2.24 Records and Documentation

To the extent that information is utilized in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of “public record,” as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department’s custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by State or Federal law, all documents pertaining to the program contemplated by this RFQ shall be retained by the Vendor for a period of five (5) years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1) F.S., or Section 119.071, F.S.

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

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

**2.24.2 Audit Records:** The Vendor agrees to maintain records and documents (including electronic storage media) in accordance with Generally Accepted Accounting Principles (GAAP) procedures, 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.

## **2.25 Financial Specifications**

### **2.25.1 Funding Source**

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

### **2.25.2 Invoicing and Payments of Invoice**

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

The awarded Vendor 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 Vendor's invoice shall include the Vendor's name, mailing address, Contract number, invoice number, Federal Employer Identification Number (FEIN), unit rates, in accordance with the Price Sheet, and dates of service.

The Vendor shall submit invoices pertaining to any Contract resulting from this RFQ to:

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

## **2.26 Vendor Ombudsman**

A Vendor Ombudsman has been established within the Florida Department of Financial Services (DFS). The duties of this Office 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.

## **2.27 Modification after Contract Execution**

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

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

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

## **2.28 Indemnification**

The awarded Vendor(s) 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 resulting Contract. This includes any claims or actions brought under Title 42 USC § 1993, the Civil Rights Act.

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

## **2.29 Cooperation with Inspector General**

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

## **2.30 Scrutinized Companies Vendor Certification**

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

### **3.0 CONTENTS OF QUOTE RESPONSE**

Interested Vendors may submit a Quote for one (1) or more site location(s) in Judicial Circuit(s) as described herein. However, if submitting a Quote for multiple locations, a separate Price Sheet (Attachments II – VI) must be submitted for each service site location(s) when responding to this RFQ. Responses to this RFQ shall be written in narrative format, and shall include the following sections and information:

#### **3.1 Introductory Letter and Executive Summary**

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

#### **3.2 Corporate Experience and Qualifications**

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

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

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

1. The face-sheet of the Vendor's current insurance policy showing sufficient coverage, including Worker's Compensation Insurance, as indicated in Section 2.2.12; and
2. Any applicable State and/or federal licenses related to services provided under this RFQ.

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

The Vendor is strongly encouraged to furnish references with their Quote, utilizing Attachment IX, Business Reference Form, of this RFQ. 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 RFQ. The Department may contact these references and evaluate them using Attachment X, Business Reference

Questionnaire, which the Department will complete. The Vendor is not to complete Attachment X.

### **3.3 Project Staff**

The Vendor shall provide the Department with a basis for determining its understanding of the qualifications of personnel required for administrative oversight and/or management of any resulting Contract. The Vendor shall provide a job description for each staff position identified below:

- a. Qualified Professional/Clinical Supervisor (or equivalent title)
- b. Counselors

The job descriptions shall include minimum education and experience required, salary range, specific job duties, and reflect the maximum caseload number for the identified position.

### **3.4 Service Delivery Approach**

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

This RFQ places a high priority on programs using innovative approaches to providing Outpatient Substance Use Disorder Treatment and Aftercare Services to Offenders. Accordingly, the initiative allows the Department to authorize a high level of flexibility in the operation of Outpatient Substance Use Disorder Treatment and Aftercare Service programs.

1. The Vendor shall describe its past experience in working with felony Offenders and/or the Department providing substance use disorder treatment programming, and how its experience and programming will assist the Offenders' successful completion of probation.
2. The Vendor shall describe how its agency will meet the requirements of the RFQ to ensure sufficient and qualified staff are available to provide the services outlined, to include the range of salary and benefits for each position to help ensure retention of qualified staff with the Vendor.
3. The Vendor shall describe how its Program design is sensitive to the unique characteristics, issues, and needs of Offenders.
4. The Vendor shall describe its Program's risk behavioral interventions for Offenders and group counseling, and how they address the criminogenic needs of the population served.
5. The Vendor shall describe how it will offer various types of group counseling services in order to provide each Offender with clinically appropriate services based on their needs. This description shall include the following:

- a. Type and frequency of groups provided;
  - b. Evidence-based practices to be used; and
  - c. Curriculum utilized, if any.
6. The Department has developed Performance Measures to include Outcomes, Measures and Standards deemed most crucial to the success of the overall desired service delivery. The Vendor shall provide its plan for meeting the Performance Measures described in Section 2.20.
7. The Vendor shall describe any value-added services its organization is willing to provide to the Offenders who will be placed in this Program which will be at no additional cost to the Department or the Offender. These are not ancillary services such as referrals.

### **3.5 Price Sheet**

Attachments II-VI, Price Sheets, shall be submitted with the most favorable terms the Vendor can offer. By submitting a Quote under this RFQ, each Vendor warrants its agreement to the prices submitted.

Attachments II-VI, Price Sheets, shall identify the name of the Vendor, the date of Quote submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Vendor to the prices submitted.

A Vendor may submit a Quote for one (1) or more service site location(s). However, if submitting a Quote for multiple service site location(s), a separate Price Sheet (Attachments II – VI) must be submitted for each service site location when responding to this RFQ. To submit a Quote 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, Preferred Service Site Locations.

### **3.6 Completed Forms**

The Vendor shall submit the following Completed Forms with their Quote for the Quote to be considered responsive.

- a. Price Sheet(s) (Attachments II – VI);
- b. Certification/Attestation Form (Attachment VIII);
- c. Business Reference Form (Attachment IX);
- d. Certification of Drug Free Workplace Program (Attachment XI), if applicable; and
- e. Vendor's Contact Information (Attachment XII).

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**ATTACHMENT I – PREFERRED SERVICE SITE LOCATIONS  
FDC RFQ-19-055**

| <b>CIRCUIT 1</b>        |   |                                      |
|-------------------------|---|--------------------------------------|
| <b>Service Location</b> | <b>Preferred Service Site Locations (Alternative Locations May Be Negotiated)</b> | <b>Estimated Contract Start Date</b> |
| Escambia County         | Preferred Location Within the Pensacola, Florida Area                             | 07/01/2019                           |
| Santa Rosa County       | Preferred Location Within the Milton, Florida Area                                | 07/01/2019                           |
| Walton County           | Preferred Location Within the Defuniak Springs, Florida Area                      | 07/01/2019                           |
| Okaloosa County         | Preferred Location Within the Crestview, Florida Area                             | 07/01/2019                           |
| Okaloosa County         | Preferred Location Within the Ft. Walton, Florida Area                            | 07/01/2019                           |

| <b>CIRCUIT 5</b>         |  |                                      |
|--------------------------|--|--------------------------------------|
| <b>Service Locations</b> | <b>Preferred Service Site Location (Alternative Locations May Be Negotiated)</b> | <b>Estimated Contract Start Date</b> |
| Sumter County            | Preferred Location Within the Bushnell, Florida Area                             | 07/01/2019                           |

| <b>CIRCUIT 7</b>        |   |                                      |
|-------------------------|---|--------------------------------------|
| <b>Service Location</b> | <b>Preferred Service Site Locations (Alternative Locations May Be Negotiated)</b> | <b>Estimated Contract Start Date</b> |
| Flagler County          | Preferred Location Within the Bunnell, Florida Area                               | 07/01/2019                           |
| St. Johns County        | Preferred Location Within the St. Augustine, Florida Area                         | 07/01/2019                           |
| Putnam County           | Preferred Location Within the Palatka, Florida Area                               | 07/01/2019                           |



| <b>Service Location</b> | <b>Preferred Service Site Locations (Alternative Locations May Be Negotiated)</b> | <b>Estimated Contract Start Date</b> |
|-------------------------|---|--------------------------------------|
| Volusia County          | Preferred Location Within the Edgewater, Florida Area                             | 07/01/2019                           |
| Volusia County          | Preferred Location Within the Port Orange, Florida Area                           | 07/01/2019                           |
| Volusia County          | Preferred Location Within the North Daytona, Florida Area                         | 07/01/2019                           |
| Volusia County          | Preferred Location Within the South Daytona, Florida Area                         | 07/01/2019                           |
| Volusia County          | Preferred Location Within the Orange City, Florida Area                           | 07/01/2019                           |

| <b>CIRCUIT 16</b>       |   |                                      |
|-------------------------|---|--------------------------------------|
| <b>Service Location</b> | <b>Preferred Service Site Locations (Alternative Locations May Be Negotiated)</b>                 | <b>Estimated Contract Start Date</b> |
| Monroe County           | Preferred Location Within the Key West, Florida Area  | 07/01/2019                           |
| Monroe County           | Preferred Location Within the Marathon, Florida Area  | 07/01/2019                           |
| Monroe County           | Preferred Location Within Either the Key Largo, Florida or the Tavernier/Islamorada, Florida Area | 07/01/2019                           |

| <b>CIRCUIT 17</b>       |   |                                      |
|-------------------------|---|--------------------------------------|
| <b>Service Location</b> | <b>Preferred Service Site Locations (Alternative Locations May Be Negotiated)</b> | <b>Estimated Contract Start Date</b> |
| Broward County          | Preferred Location Within the Coconut Creek, Florida Area                         | 07/01/2019                           |

**ATTACHMENT II – PRICE SHEET  
FDC RFQ-19-055**

| <b>JUDICIAL CIRCUIT 1<br/>(Escambia County, Santa Rosa County, Walton County, Okaloosa County)</b>                                      |   |
|---|---|
| LOCATION OF FACILITY:   | _____ (County of Service Site Location) |
| TO BE DETERMINED (TBD) OR CONFIRMED ADDRESS OF FACILITY:<br>Does your agency <b>currently</b> occupy this facility?<br>YES: ___ NO: ___ | _____ (Street Address)                  |
|   | _____ (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 I of this RFQ. The Vendor shall include the current Service Site Location street address (including zip code) or state "To Be Determined (TBD)". **A SEPARATE PRICE SHEET MUST BE SUBMITTED FOR EACH PROPOSED SERVICE SITE LOCATION WITHIN EACH JUDICIAL CIRCUIT WHEN RESPONDING TO THIS RFQ.**

**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.

| SERVICE TYPE  | UNIT PRICE RATE<br>(Per Offender; Per Service) |
|---|--|
| Screening (Once for Outpatient Substance Use Disorder Treatment <b>OR</b> Once for Aftercare Services) for a minimum of 45 Minutes  | \$ _____                                       |
| Offenders Counseling – Minimum of 45 Minutes (Maximum of two (2) sessions)  | \$ _____                                       |
| Treatment Plan Review – Minimum of 30 Minutes (Once every 30 calendar days after development of first Offenders Treatment Plan);<br><br><u>and</u><br><br>Aftercare Plan Review – Minimum of 30 Minutes (Once every 90 calendar days after development of Aftercare Plan) | \$ _____                                       |
| Group Counseling –Minimum of 60 Minutes (Minimum of one (1) per week and includes Outpatient Substance Use Disorder Treatment and Aftercare Groups)   | \$ _____                                       |

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

\_\_\_\_\_  
FEIN

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

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

\_\_\_\_\_  
DATE

**ATTACHMENT III – PRICE SHEET  
FDC RFQ-19-055**

| <b>JUDICIAL CIRCUIT 5<br/>(Sumter County)</b>   |   |
|---|---|
| LOCATION OF FACILITY:   | _____ <u>Sumter County</u> _____<br>(County of Service Site Location) |
| TO BE DETERMINED (TBD) OR CONFIRMED ADDRESS OF FACILITY:<br>Does your agency <b>currently</b> occupy this facility?<br>YES: _____ NO: _____ | _____<br>(Street Address)<br>_____<br>(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 I of this RFQ. The Vendor shall include the current Service Site Location street address (including zip code) or state "To Be Determined (TBD) in the above provided areas. **A SEPARATE PRICE SHEET MUST BE SUBMITTED FOR EACH SERVICE SITE LOCATION WITHIN EACH JUDICIAL CIRCUIT WHEN RESPONDING TO THIS RFQ.**

**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>SERVICE TYPE</b>   | <b>UNIT PRICE RATE<br/>(Per Offender; Per Service)</b> |
|---|--|
| Screening (Once for Outpatient Substance Use Disorder Treatment <b>OR</b> Once for Aftercare Services) for a minimum of 45 Minutes  | \$ _____   |
| Offenders Counseling – Minimum 45 Minutes (Maximum of two (2) sessions)   | \$ _____   |
| Treatment Plan Review – Minimum of 30 Minutes<br>(Once every 30 calendar days after development of first Offenders Treatment Plan);<br><br><u>and</u><br><br>Aftercare Plan Review – Minimum of 30 Minutes<br>(Once every 90 calendar days after development of Aftercare Plan) | \$ _____   |
| Group Counseling –Minimum 60 Minutes (Minimum of one (1) per week and includes Outpatient Substance Use Disorder Treatment and Aftercare Groups)  | \$ _____   |

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

\_\_\_\_\_  
FEIN

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

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

\_\_\_\_\_  
DATE

**ATTACHMENT IV – PRICE SHEET  
FDC RFQ-19-055**

| <b>JUDICIAL CIRCUIT 7<br/>(Flagler County, St. Johns County, Putnam County, Volusia County)</b>   |  |
|---|--|
| LOCATION OF FACILITY:   | _____<br>(County of Service Site Location) |
| TO BE DETERMINED (TBD) OR CONFIRMED ADDRESS OF FACILITY:<br>Does your agency <b>currently</b> occupy this facility?<br>YES: ___ NO: ___ | _____<br>(Street Address)                  |
|   | _____<br>(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 I of this RFQ. The Vendor shall include the current Service Site Location street address (including zip code) or state “To Be Determined (TBD) in the above provided areas. **A SEPARATE PRICE SHEET MUST BE SUBMITTED FOR EACH SERVICE SITE LOCATION WITHIN EACH JUDICIAL CIRCUIT WHEN RESPONDING TO THIS RFQ.**

**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.

| SERVICE TYPE  | UNIT PRICE RATE<br>(Per Offender; Per Service) |
|---|--|
| Screening (Once for Outpatient Substance Use <b>OR</b> Once for Aftercare) for a minimum of 45 Minutes  | \$ _____                                       |
| Offenders Counseling – Minimum 45 Minutes (Maximum of two (2) sessions)   | \$ _____                                       |
| Treatment Plan Review – Minimum of 30 Minutes<br>(Once every 30 calendar days after development of first Offenders Treatment Plan);<br><br><u>and</u><br><br>Aftercare Plan Review – Minimum of 30 Minutes<br>(Once every 90 calendar days after development of Aftercare Plan) | \$ _____                                       |
| Group Counseling –Minimum 60 Minutes (Minimum of one (1) per week and includes Outpatient Substance Use Disorder Treatment and Aftercare Groups)  | \$ _____                                       |

\_\_\_\_\_  
NAME OF VENDOR’S ORGANIZATION

\_\_\_\_\_  
FEIN

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

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

\_\_\_\_\_  
DATE

**ATTACHMENT V – PRICE SHEET  
FDC RFQ-19-055**

| <b>JUDICIAL CIRCUIT 16<br/>(Monroe County)</b>  |   |
|---|---|
| LOCATION OF FACILITY:   | <u>Monroe County</u><br>(County of Service Site Location)   |
| TO BE DETERMINED (TBD) OR<br>CONFIRMED ADDRESS OF FACILITY:<br>Does your agency <b>currently</b> occupy this<br>facility?<br>YES: ___ NO: ___ | _____<br>(Street Address)<br>_____<br>(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 I of this RFQ. The Vendor shall include the current Service Site Location street address (including zip code) or state To Be Determined (TBD) in the above provided areas. **A SEPARATE PRICE SHEET MUST BE SUBMITTED FOR EACH SERVICE SITE LOCATION WITHIN EACH JUDICIAL CIRCUIT WHEN RESPONDING TO THIS RFQ.**

**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.

| SERVICE TYPE  | UNIT PRICE RATE<br>(Per Offender;<br>Per Service) |
|---|---|
| Screening (One time for Outpatient Substance Use <b>OR</b> One time for Aftercare) for a minimum of 45 Minutes  | \$ _____  |
| Offenders Counseling – Minimum 45 Minutes (Maximum of two (2) sessions)   | \$ _____  |
| Treatment Plan Review – Minimum of 30 Minutes (Once every 30 calendar days after development of first Offenders Treatment Plan);<br><br><u>and</u><br><br>Aftercare Plan Review – Minimum of 30 Minutes (Once every 90 calendar days after development of Aftercare Plan) | \$ _____  |
| Group Counseling –Minimum 60 minutes (Minimum of one (1) per week and includes Outpatient Substance Use Disorder Treatment and Aftercare Groups)  | \$ _____  |

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

\_\_\_\_\_  
FEIN

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

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

\_\_\_\_\_  
DATE

**ATTACHMENT VI – PRICE SHEET  
FDC RFQ-19-055**

| <b>JUDICIAL CIRCUIT 17<br/>(Broward County)</b>   |   |
|---|---|
| LOCATION OF FACILITY:   | <u>Broward County</u><br>(County of Service Site Location)  |
| TO BE DETERMINED (TBD) OR<br>CONFIRMED ADDRESS OF FACILITY:<br>Does your agency <b>currently</b> occupy this<br>facility?<br>YES: ___ NO: ___ | _____<br>(Street Address)<br>_____<br>(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 I of this RFQ. The Vendor shall include the current Service Site Location street address (including zip code) or state To Be Determined (TBD) in the above provided areas. **A SEPARATE PRICE SHEET MUST BE SUBMITTED FOR EACH SERVICE SITE LOCATION WITHIN EACH JUDICIAL CIRCUIT WHEN RESPONDING TO THIS RFQ.**

**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.

| SERVICE TYPE  | UNIT PRICE RATE<br>(Per Offender;<br>Per Service) |
|---|---|
| Screening (One time for Outpatient Substance Use <b>OR</b> One time for Aftercare) for a minimum of 45 Minutes  | \$ _____  |
| Offenders Counseling – Minimum 45 Minutes (Maximum of two (2) sessions)   | \$ _____  |
| Treatment Plan Review – Minimum of 30 Minutes (Once every 30 calendar days after development of first Offenders Treatment Plan);<br><br><u>and</u><br><br>Aftercare Plan Review – Minimum of 30 Minutes (Once every 90 calendar days after development of Aftercare Plan) | \$ _____  |
| Group Counseling –Minimum 60 minutes (Minimum of one (1) per week and includes Outpatient Substance Use Disorder Treatment and Aftercare Groups)  | \$ _____  |

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

\_\_\_\_\_  
FEIN

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

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

\_\_\_\_\_  
DATE

**ATTACHMENT VII  
BUSINESS ASSOCIATE AGREEMENT FOR HIPAA  
FDC RFQ-19-055**

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 Offenders 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 Offenders (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 Offenders 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 Offenders 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 VIII - CERTIFICATION/ATTESTATION FORM  
FDC RFQ-19-055**

**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 disorder treatment and aftercare, 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 quote 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 quote with regard to this solicitation. Furthermore, this is to certify that the quote 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 quote 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 IX –BUSINESS REFERENCE FORM  
FDC RFQ-19-055**

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

Vendors are required to submit with the Proposal, contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will make only two (2) attempts to contact each entity. The Department's determination is not subject to review or challenge.

1) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

2) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

3) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Vendor's Authorized Representative Date

**ATTACHMENT X - REFERENCE QUESTIONNAIRE  
FDC RFQ-19-055**

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

**THIS BUSINESS/CORPORATE  
REFERENCE IS FOR:  
NAME OF PERSON PROVIDING  
REFERENCE:  
TITLE OF PERSON PROVIDING  
REFERENCE:  
FIRM OR BUSINESS  
NAME:**

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**TELEPHONE NUMBER:** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_

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

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---

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

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---

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

---

---

---

C. What was the estimated population of Offenders served?

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

---

---

4. Can you identify the number of years that this entity has provided licensed substance use disorder treatment services, or other similar services? Please provide dates to the best of your knowledge.

---

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? Use back of form if necessary.

---

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

**ATTACHMENT XI – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM  
FDC RFQ-19-055**

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 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug 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 XII - VENDOR'S CONTACT INFORMATION  
FDC RFQ-19-055**

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

|                                  | <b>Vendor's Contact Person<br/>For Solicitation Purposes</b> | <b>Vendor's Contract Manager (should<br/>Vendor be awarded)</b> |
|----------------------------------|--|---|
| <b>Name:</b>                     |  |   |
| <b>Title:</b>                    |  |   |
| <b>Address:<br/>(Line 1)</b>     |  |   |
| <b>Address:<br/>(Line 2)</b>     |  |   |
| <b>City, State, Zip<br/>code</b> |  |   |
| <b>Telephone:<br/>(Office)</b>   |  |   |
| <b>Telephone:<br/>(Mobile)</b>   |  |   |
| <b>Fax:</b>                      |  |   |
| <b>Email:</b>                    |  |   |
|                                  |  |   |

Per Section 2.30, any company that submits a bid or proposal for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services, of any amount, must certify that the company is not participating in a boycott of Israel. By signing below, the Vendor manifests this certification:

\_\_\_\_\_

Authorized Vendor's Signature

\_\_\_\_\_

Date

**ATTACHMENT XIII – CONTRACTOR SELF-CERTIFICATION OF COMPLIANCE  
FDC RFQ-19-055**

| CONDITIONS  | Yes                      | No                       | N/A                      |
|---|--------------------------|--------------------------|--------------------------|
| <b>Records</b>  |                          |                          |                          |
| The Contractor certifies and agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes (F.S.), made or received by the Contractor in conjunction with this Contract.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in this Contract.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that copies of all records and documents will be made available to the Department, upon request.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that all invoices and documentation will be clear and legible for audit purposes.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that all documents will be retained at the address listed in the Contractor’s Representative or the address listed in the Official Payee section of this Contract for the duration of the contract period.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that all documents will be retained by the Contractor at the Contractor’s primary place of business for a period of seven (7) years following termination of this Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records will be retained until resolution of the audit findings.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>State Objectives</b>   |                          |                          |                          |
| The Contractor certifies that following the award of this Contract, it <b>will comply</b> with all of the State’s objectives, to the extent applicable to the services covered by this Contract. The Contractor further certifies that a Fiscal Year Supply Review will be completed within 30 days of each new fiscal year and before any purchases are made in the new fiscal year. A Fiscal Year Supply Review form will be completed for each fiscal year of the Contract to document the review was completed. If further commodities are purchased after the new fiscal form is completed that are not listed on the form, a new form will be completed and submitted with the monthly invoice for the period that the services were purchase within. All forms will be made available to the Department upon request. The MBE/SDVBE form will be submitted monthly with the invoice for the period of services, when applicable. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>All plans and forms shall be submitted to the Department’s Contract Manager, or designee, as specified in this Contract.</b>   |                          |                          |                          |
| <b>Diversity in Contracting (Minority Business Enterprises (MBE)/Service-Disabled Veteran Business Enterprises (SDVBE)):</b> The Contractor certifies that documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority, women, and service-disabled veteran business enterprises to the Department’s Contract Manager, or designee. Diversity in Contracting documentation will include the timely reporting of spending with certified and other MBE/SDVBE. Reports will be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each MBE/SDVBE utilized during the period, commodities and services provided by the MBE/SDVBE on behalf of each purchasing agency ordering under the terms of this Contract.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Environmental Considerations:</b> The Contractor certifies that the identification number (i.e., valid and current Hazardous Waste Generator Identification Number) will be submitted as part of the Contractor’s explanation of its company’s hazardous waste plan and will be explained in detail the handling and disposal of this waste.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)</b><br>The Contractor certifies that any articles which are the subject of, or are required to carry out this Contract, will be purchased from PRIDE, identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Sections 946.515(2) and (4), F.S. Further, the Contractor certifies that the Fiscal Year Supply Review form will be completed each fiscal of the Contract term and every time additional commodities are purchased in the fiscal year that were not listed on the submitted fiscal year supply review form.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

\* N/A is not typically an appropriate response for mandatory statutory requirements; however, it may be appropriate for such requirements regarding PRIDE, RESPECT and Procurement of Materials with Recycled Content.

Revised 08/09/18

| CONDITIONS  | Yes                      | No                       | N/A                      |
|---|--------------------------|--------------------------|--------------------------|
| <b>State Objectives (Continued)</b>   |                          |                          |                          |
| <b>Products Available from the Blind or Handicapped (RESPECT)</b><br>The Contractor certifies that any articles that are the subject of, or required to carry out, this Contract will be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Procurement of Materials with Recycled Content</b>   |                          |                          |                          |
| The Contractor certifies that any products or materials which are the subject of, or are required to carry out, this Contract, will be procured in accordance with the provisions of Section 403.7065, F.S.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Employment of Department Personnel</b>   |                          |                          |                          |
| The Contractor certifies that it will not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, F.S.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Americans with Disabilities Act</b>  |                          |                          |                          |
| The Contractor certifies and agrees to comply with the Americans with Disabilities Act.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Insurance</b>  |                          |                          |                          |
| The Contractor certifies and agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies upon the execution of this Contract, that it shall furnish the Contract Manager, or designee, written verification of such insurance coverage.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies a copy of all insurance policies and renewals will be provided to the Contract Manager, or designee, upon receipt and before the previous policy expires.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Subcontracts</b>   |                          |                          |                          |
| The Contractor certifies that it will not enter into a subcontract for services to be provided under this Contract without prior written consent from the Department's Contract Manager, or designee.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies all payments to the subcontractor will be made by the Contractor within seven (7) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that a penalty will be paid to the subcontractor for all late payments.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Assignment</b>   |                          |                          |                          |
| The Contractor certifies that it will not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager, or designee.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Conflict of Interest</b>   |                          |                          |                          |
| The Contractor certifies that it will not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Scrutinized Companies Contractor Certification</b>   |                          |                          |                          |
| The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that they are not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of this Contract.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>CONDITIONS</b>   |                          |                          |                          |
| <b>Health Insurance Portability and Accountability Act</b>  |                          |                          |                          |
| The Contractor certifies that it will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. <u>1320d-8</u> ), and all applicable regulations promulgated thereunder.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| Performance Guarantee  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| The Contractor certifies that it will furnish the Department with a Performance Guarantee in the amount specified in this Contract, on an annual basis, for a time frame equal to the term of this Contract. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that the form of the guarantee will be a bond, cashier's check, or money order made payable to the Department.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that the guarantee will be furnished to the Department's Contract Manager, or designee, within 30 calendar days after execution of this Contract.                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that upon Contract renewal, it will provide proof that the performance guarantee has been renewed for the term of the Contract renewal.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

|                                      |  |
|--------------------------------------|--|
| Contractor Name:                     |  |
| Contract Number:                     |  |
| Contractor/Representative Name:      |  |
| Contractor/Representative Signature: |  |
| Contractor/Representative Title:     |  |
| Date:                                |  |

|  |  |
|--|--|
| State Objective Plan – Date submitted to Contract Manager: |  |
|--|--|

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

**ATTACHMENT XIV- FISCAL YEAR SUPPLY REVIEW  
FDC RFQ-19-055**

| <b>Fiscal Year Supply Review</b>   |      |          |  |         |       |   |          |  |
|--|------|----------|--|---------|-------|---|----------|--|
| <b>Contractor:</b> _____   |      |          |  |         |       |   |          |  |
| <b>PRIDE:</b> <a href="http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/pride/pride">http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/pride/pride</a>  |      |          |  |         |       | <b>RESPECT:</b> <a href="http://www.respectofflorida.org">http://www.respectofflorida.org</a> |          |  |
| SQ#  | Item | Quantity | PRIDE  | RESPECT | OTHER | Other Supplier Name   | Decision | Justification<br>(Availability, delivery time, quantity, cost) |
| 01   |      | 01       | \$   | \$      | \$    |   |          |  |
| 02   |      | 01       | \$   | \$      | \$    |   |          |  |
| 03   |      | 01       | \$   | \$      | \$    |   |          |  |
| 04   |      | 01       | \$   | \$      | \$    |   |          |  |
| 05   |      | 01       | \$   | \$      | \$    |   |          |  |
| 06   |      | 01       | \$   | \$      | \$    |   |          |  |
| 07   |      | 01       | \$   | \$      | \$    |   |          |  |
| 08   |      | 01       | \$   | \$      | \$    |   |          |  |
| 09   |      | 01       | \$   | \$      | \$    |   |          |  |
| 10   |      | 01       | \$   | \$      | \$    |   |          |  |
| 11   |      | 01       | \$   | \$      | \$    |   |          |  |
| 12   |      | 01       | \$   | \$      | \$    |   |          |  |
| 13   |      | 01       | \$   | \$      | \$    |   |          |  |
| 14   |      | 01       | \$   | \$      | \$    |   |          |  |
| 15   |      | 01       | \$   | \$      | \$    |   |          |  |
| 16   |      | 01       | \$   | \$      | \$    |   |          |  |
| 17   |      | 01       | \$   | \$      | \$    |   |          |  |
| 18   |      | 01       | \$   | \$      | \$    |   |          |  |
| 19   |      | 01       | \$   | \$      | \$    |   |          |  |
| 20   |      | 01       | \$   | \$      | \$    |   |          |  |
| <p>In accordance with Contract Sections CONDITIONS, <u>State Objections</u>, PRIDE and RESPECT, I have reviewed the availability of products, delivery times, quantity and costs on the PRIDE and RESPECT websites along with the other suppliers listed. After comparison, the most appropriate supplier was selected in accordance with this Contract and Florida Statutes for the inventory items identified.</p> |      |          |  |         |       |   |          |  |
| _____  |      |          | _____  |         |       | _____   |          |  |
| Contractor's Representative or Designee Signature  |      |          | Contractor's Representative or Designee Typed/Printed Name |         |       | Date  |          |  |