



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

**INVITATION TO NEGOTIATE (ITN)
FOR
COMMUNITY RELEASE CENTERS (DEPARTMENT-OWNED AND VENDOR-PROVIDED) AT
VARIOUS LOCATIONS STATEWIDE**

(RE-ISSUED SOLICITATION)

FDC ITN-20-011

RELEASED ON

August 23, 2019

By the:
Florida Department of Corrections
Bureau of Procurement
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Tallahassee, FL 32399-2500
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TIMELINE
FDC ITN-20-011

EVENT	DUE DATE	LOCATION
Release of ITN	August 23, 2019	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Mandatory Pre-Reply Conference and Site Visits	September 2019	See Section 4.18 for information regarding the mandatory site visits.
Last Day for written inquiries to be received by the Department	<u>September 17, 2019</u> Prior to 5:00 p.m., Eastern Time	<u>Submit questions to:</u> Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of written responses to written inquiries	October 15, 2019	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	October 31, 2019, at 2:00 p.m., Eastern Time	<u>Replies should be addressed to:</u> Attn: Charlotte Shorter-Rumlin, Procurement Officer ITN 20-011 Reply Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	November 6, 2019, at 2:00 p.m., Eastern Time	<u>Meeting Location:</u> Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	December 2019 – January 2020	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiation Team Meeting	Late January/ Early February 2020 The actual date will be published on the Vendor Bid System as a meeting notice at least 7 calendar days prior to the meeting date.	Vendors should ensure that they monitor the Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu <u>Meeting Location:</u> Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	February 2020	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1 – DEFINITIONS

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

- 1.1 **American Correctional Association (ACA)**: An international accreditation entity that establishes national standards for, and conducts audits of, correctional programs to assess their administration and management, the facility, operations and service, Inmate programs, staff training, medical services, sanitation, use of segregation and detention, incidents of violence, crowding, offender activity levels, and provision of basic services which may impact the life, safety, and health of Inmates and staff.
- 1.2 **Americans with Disabilities Act (ADA)**: Legislation which prohibits discrimination based on disability, which can be found in the Code of Federal Regulations (C.F.R.) at 28 C.F.R. Parts 35 (Title II) and 36 (Title III).
- 1.3 **Business Day**: 8:00 a.m. to 5:00 p.m., Eastern Time (ET), excluding weekends and State holidays. For services provided at an institution in the Central Time Zone, business hours will be considered 7:00 a.m. to 4:00 p.m., Central Time (CT).
- 1.4 **Case File**: A file developed and maintained by the Vendor for each Inmate housed at the Community Release Center (CRC) which may contain information on the Inmate's classification, release, program enrollment, employment, financial status and obligations, visitation, furlough, and other information.
- 1.5 **Center Work Assignment (CWA)**: The portion of the community release program for Inmates which allows placement at a CRC to assist with the maintenance, food service duties, or assignment on outside work squads while confined at the facility.
- 1.6 **Certified Correctional Officer**: An individual who has completed a Criminal Justice Standards Training Commission approved corrections, basic recruit training program within the last four (4) years and has successfully passed the State Officer Certification Examination (SOCE).
- 1.7 **Community Release Center (CRC)**: Any program which allows Inmates to work at paid employment or participate in education, training, or substance use treatment programs in a community facility operated by the Department or Contractor, or voluntarily work with a public or nonprofit agency in the community.
- 1.8 **Comprehensive Program Evaluation**: An in-depth Contract compliance monitoring conducted a minimum of once per fiscal year by the Department's Contract Monitor, or designee, completed to document the Vendor's compliance with the terms of the Contract, and to evaluate overall program functioning. Frequency of monitoring will be at the discretion of the Department's Contract Manager, or designee, in accordance with Department procedures, with adequately functioning programs being monitored less frequently.
- 1.9 **Contract**: The resulting agreement between the Successful Vendor and the Department.
- 1.10 **Contract Monitor**: The Department employee designated to monitor Contract compliance and to coordinate actions and communications between the Department and the Vendor as related to Contract performance.

- 1.11 **Contract Non-Compliance**: Failure to meet or comply with any requirement or term of the Contract.
- 1.12 **Contractor**: The Successful Vendor who, upon finalization of the solicitation process, enters into a two-party Contract with the Department.
- 1.13 **Corrective Action Plan (CAP)**: A Vendor's written comprehensive plan to remedy deficiencies discovered in the course of Contract monitoring and/or discovered at any time during the term of the Contract.
- 1.14 **Court Ordered Payment System (COPS)**: The Department's electronic system utilized to record the collection and disbursement of court ordered payments and other financial obligations from Inmates to recipients identified on the court order associated with each Inmate.
- 1.15 **Criminogenic Needs**: Factors that are associated with recidivism that can be changed, such as antisocial attitudes, criminal peers, substance use, education, employment, satisfaction with family life, and financial well-being.
- 1.16 **Deliverables**: Those services, items, and/or materials provided, prepared, and delivered to the Department in the course of Contract performance. Deliverables are specifically described in Section 3.7, Service Areas, of this ITN.
- 1.17 **Department (FDC)**: The State of Florida, Department of Corrections.
- 1.18 **Department's Contract Manager**: The person designated by the Department to be responsible for performance oversight of the Contract. This may involve carrying out the preparations for contracting and negotiating changes under the Contract. The Department's Contract Manager, or designee, will be designated in the Contract.
- 1.19 **Electronic Monitoring**: Receiving and transmitting equipment placed on the Inmate that monitors the Inmate 24 hours a day, seven (7) days a week, using Global Positioning Satellite (GPS) technology during their incarceration at a CRC.
- 1.20 **Evaluation Methodology**: The process utilized by the Department to evaluate the portions of each Reply against pre-determined, established evaluation criteria, in order to determine scores and final ranking of Vendors.
- 1.21 **Evidenced-Based Practices**: Service approaches, or utilization of curriculums, that have been validated by some form of documented scientific evidence, which have specific outcome measures. Evidenced-Based Practices and/or curriculums stand in contrast to approaches that are based on tradition, convention, belief, and/or anecdotal evidence.
- 1.22 **HIPAA**: The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) which include requiring the Department of Health and Human Services (HHS) to establish national standards for electronic healthcare transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data.
- 1.23 **Inmate(s)**: An individual that is incarcerated by the Department.
- 1.24 **Licensure**: The statutory or regulatory authority granted by The Department of Children and Families (DCF) to provide substance use programs to offenders.

- 1.25 **Licensure Inspection:** An on-site inspection conducted by the Florida Department of Children and Families (DCF), of the licensed program, and a review of the service components provided, to monitor and ensure the Vendor's level of compliance with licensure standards.
- 1.26 **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the Vendor to be considered responsive to this ITN.
- 1.27 **Material Deviations:** A deviation that the Department, at its sole discretion, has found to be out of substantial accord with the scope of this ITN, provides a substantial competitive advantage to other Vendors, has a potentially significant effect on the quantity or quality of services sought or on the cost to the Department.
- 1.28 **Minor Irregularity:** A variation from the ITN terms and conditions which does have a significant effect on price of the Reply or the quality of services sought, does not give the Vendor an substantial competitive advantage or benefit not enjoyed by other Vendors, and does not adversely impact the interests of the Department.
- 1.29 **Net Earnings:** The resulting wages that remain after income taxes, social security taxes, Medicare taxes, and any legally required court ordered civil deductions are withheld (deducted) from the total wages (gross wages) earned.
- 1.30 **Occupied Bed:** An occupied bed is bed space filled by a Department-approved Inmate at the close of business (11:59 pm) daily.
- 1.31 **Offender Based Information System (OBIS):** The Department's official record keeping system on Inmates.
- 1.32 **Officer-in-Charge (OIC):** The Department's Correctional Officer Captain or Correctional Officer Lieutenant who is responsible for the operations and activities of a shift.
- 1.33 **Outpatient Substance Use Disorder Treatment Programs:** An array of substance use treatment disorder programs, of lesser intensity than a residential program, available to Inmates participating in programs other than residential (i.e., therapeutic community).
- 1.34 **Parent Institution:** A major correctional institution that will be designated to provide oversight and limited classification services to a contracted CRC facility. The Warden of the Parent Institution is the Departmental liaison for the Vendor-operated facility for the term of the Contract, unless otherwise delegated to the Department's Contract Manager, or designee.
- 1.35 **Personalized Program Plan (PPP):** A documented plan prepared by the Vendor for each Inmate that includes measurable criteria for expected behavior/accomplishments and a schedule for achieving specific goals and objectives while in the CRC program.
- 1.36 **Prison Rape Elimination Act (PREA):** 28 C.F.R 115, National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
- 1.37 **Quality Assurance Program:** A formal method of evaluating the quality of care rendered by a Vendor, used to promote and maintain an efficient and effective service delivery.

Quality assurance includes the use of a quality improvement process to prevent problems from occurring so that corrective efforts are not required.

- 1.38 **Regional Office(s)**: The office(s) within each of four (4) geographical regions of the Department responsible for management of certain institutions and facilities located within that region.
- 1.39 **Relapse Prevention**: A type of substance use disorder treatment program, provided in an outpatient setting, that includes therapeutic activities designed to foster greater awareness of the individual's substance use patterns, warning signs of regression, and coping skills to support recovery from substance use.
- 1.40 **Reply**: A Vendor's written response in answer to this ITN advertisement.
- 1.41 **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.
- 1.42 **Responsive Reply**: A Reply, submitted by a responsive and Responsible Vendor that conforms in all material respects to the solicitation.
- 1.43 **Risk Behavioral Interventions**: Interventions during substance use disorder treatment that are concerned with the reduction in risk and the change in behaviors.
- 1.44 **Subcontract**: An agreement entered into by the Vendor, with any other person or organization that agrees to perform any performance obligation for the Vendor specifically related securing or fulfilling the Vendor's obligations to the Department under the terms of the Contract.
- 1.45 **Subsistence**: A fee that the Contractor may charge to employed Inmates enrolled in the CRC program, intended to supplement the per diem rate of compensation paid to the Contractor by the Department, as stipulated in the Contract.
- 1.46 **Successful Vendor**: A legally qualified corporation, partnership, or other entity, that will be performing as the Contractor under the Contract.
- 1.47 **Transfer Packet**: A packet containing pertinent information regarding the Inmate and the Case File, Clinical File, and any health records that may exist.
- 1.48 **Transitional Services**: The programs and services provided to Inmates that will help facilitate reintegration back into free society. These services include, but are not limited to, employment placement, employment development, educational programming, substance use counseling, reentry programming, and faith-based activities.
- 1.49 **Use of Force**: The physical force used on an Inmate, only when, and to the degree that is reasonably necessary, to control a situation.
- 1.50 **Value-Added Service**: Additional services and/or commodities the Vendor may offer to the Department, at no additional cost, in addition to the services and/or commodities expressly included in this ITN, that may be unknown to the Department at this time yet meet its overall stated goals.
- 1.51 **Vendor**: A legally qualified corporation, partnership, or other entity submitting a Reply to the Department pursuant to this ITN.

- 1.52 **Work Release Inmate**: An Inmate who participates in the paid employment portion of the CRC.
- 1.53 **Work Release Inmate Monitoring System (WRIMS)**: A website application used daily by facility staff to record information related to the facility operations and security management.

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SECTION 2 – INTRODUCTION

2.1 Background

Pursuant to Chapter 945, Florida Statutes (F.S.), the Florida Department of Corrections (Department) is responsible for the supervisory and protective care, custody, and control of all Inmates. The Department is the third (3rd) largest state prison system in the Country, with an operating budget of approximately \$2.7 billion, approximately 96,000 Inmates, and nearly 167,000 offenders on active community supervision. The Department has over 144 facilities statewide, including: 50 major institutions, 17 institutional annexes, seven (7) private prisons (operated by the Florida Department of Management Services (DMS) and not included in the services procured under this ITN), 35 work camps, four (4) road prisons/forestry camps/Basic Training Units, 16 contracted Community Release Centers (CRCs), 12 Department-operated community release centers, and three (3) reentry centers.

The Department has divided the State into four (4) regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida) and Region IV (South Florida). A map of the regions, and corresponding facilities, is included as Attachment I. Each major institution is supervised by a Warden, who has full responsibility for the operation of the institution and all associated satellite facilities. Each Warden reports to the Regional Director of Institutions for their assigned region.

The Department has operated a community work release system since 1968, using community correctional centers, now known as CRCs. These centers provide housing, employability, and transitional services for employed Inmates who are nearing reentry back into society. It has become apparent that employment opportunities and transitional services provided to Inmates can be enhanced through the outsourcing of CRCs.

Through the Department's readiness efforts, a high priority is placed on the preparation for release by providing Inmates various levels of services based on Criminogenic Needs. In this context, it is widely accepted that correctional programs should target inmate Criminogenic Needs through social learning and cognitive-behavioral treatment modalities (Andrews & Bonta, 2003; Andrews, Zinger et al., 1990; Antonowicz & Ross, 1994; Garrett, 1985; Gendreau, 1996; Izzo & Ross, 1990; Lipsey, 1992; Lipsey, Chapman, & Landenberger, 2001; Lösel, 1995; Pearson, Lipton, Cleland, & Yee, 2002). Accordingly, a range of services and interventions should be provided that target the specific crime-producing factors of Inmates. Through the development of concrete plans, including specific treatment plans, participation in therapeutic activities and various other components that include education, vocation, work-release assignments, employment, and other transitional services, the Department makes every effort to provide Inmates the necessary tools to transition from prison to the community. It is the Department's goal to develop, improve, and ready the Inmates in its care to return to their homes and become productive citizens who are equipped to move forward with their lives, and not return to prison.

2.2 Statement of Purpose

The Department is seeking Responsive Replies from qualified and Responsible Vendors to provide facilities and services located in Alachua, Brevard, Broward, Columbia, Duval, Hillsborough, Orange, Osceola, Pinellas, Polk, Seminole, and/or Volusia counties, with qualified staff to deliver services within the CRC environment for male and female Inmates. There are two types of centers included in this solicitation: 1) those facilities owned by the Department and operated by a Vendor; and 2) those facilities that are both provided and operated by a Vendor.

These services must be provided in accordance with the Scope of Services detailed in Section 3 of this ITN. The Successful Vendor will be responsible for the provision of services including, the operation of each facility, facility security, Inmate supervision, housing, care, meals, employability skills, family reunification, anger management, budgeting, victim awareness, and related transition

services to enhance the Inmate's successful reintegration back into society. All beds will be designated for paid-employment, unless the need exists for housing of CWA or permanent party Inmates. All the available CRC bed space contracted by the Department shall be solely dedicated and reserved for Department Inmates. While the Vendor will propose a bed count for Vendor-provided facilities, the Department will determine the number of awarded beds needed and reflect bed counts in the Contract. The Department reserves the right to increase or decrease the bed allocations based on Department needs and the appropriation of funds.

The Department is requesting Responsive Replies, from Responsible Vendors, who have a minimum of three (3) years of business/corporate experience within the last five (5) years, in the provision of community-based criminal justice, reentry, outpatient treatment for substance use disorders and programming, to address the Criminogenic Needs of Inmates within CRC programs.

The Department intends to award multiple Contracts from this solicitation, for services to be provided in any/all counties specified but reserves the right to award the ITN to either one (1) Vendor statewide or to multiple Vendors for multiple locations, based upon an award per location.

2.3 Procurement Overview

The Department is requesting competitive, sealed Responsive Replies, from Responsible Vendors to establish a multi-year Contract for the provision of paid employment program services, outpatient treatment for substance use disorders, and programming to address the Criminogenic Needs of Inmates within the CRC environment. The Department is interested in considering Value-Added Services that would be beneficial to, or will otherwise complement, the services required by this ITN.

The process for evaluating and selecting a Vendor will consist of two (2) phases. The first phase involves evaluation of the submitted Responsive Replies to the ITN, which will result in the selection of Vendors to proceed to the negotiation phase. In the second phase, Vendors will be asked to provide a presentation of their Responsive Reply. This phase also includes negotiation of a final statement of work, pricing, and terms and conditions of the final Contract. The negotiation phase will culminate in one (1) or more of the Vendors receiving a request from the Department, to submit a Best and Final Offer (BAFO) which should include: (1) a revised statement of work; and (2) revised pricing.

2.4 Department Goals

The Department is looking to not only continue providing the levels of care required by law and rule, but also achieve strategic improvements in the areas of rehabilitative programs that support the improvement and readiness of Inmates in the Department's care and prepare them for release into our communities. Overall goals the Department is looking to achieve include:

- Improving the quality of the employment opportunities for CRC Inmates to maximize their pay career prospects upon release;
- Reducing recidivism by increasing the number of Inmates gainfully employed in a job with a living wage resulting in a healthy savings to access upon release;
- Providing individualized programming and services to Inmates based on their identified needs;
- Expanding the number of CRC beds available to Department Inmates to increase the number of Inmates receiving CRC services prior to release; and
- Promoting a continuum of care established at reception that continues until successful reentry into the community.

2.4.1 Specific Goals of this ITN

Contractual goals for the Department include:

- Establishing a flexible, collaborative Contract, with transparency of service costs and an appropriate alignment of costs with services;
- Establishing a Contract that allows the Vendor to bring market expertise and an ability to shape strategy to lower the cost and operation of Vendor-owned CRCs and the operation of Department-owned CRCs, while maximizing the benefits to the Department and the Inmate population;
- Establishing a Contract that ensures sufficient and appropriate financial controls to ensure Inmate funds are handled in a safe and secure manner; and
- Awarding a Contract to a Vendor that applies technical and operational expertise to ensure a smooth implementation or continuation of services with minimal risk.

2.5 Transition and Service Implementation

The Vendor must have the ability to implement service delivery, as described herein, on a date agreed upon by both the Vendor and the Department. However, the Department anticipates full implementation of services, as soon as possible, subsequent to the Contract execution and fulfillment of all site requirements. As part of their Responsive Reply to this ITN, each Vendor must provide an Implementation Plan including a timeline for transition at each CRC location included in its Responsive Reply, and a detailed description of the implementation/transition plan for each area of service delivery.

The Department is aware that, for Vendor-provided facilities, Vendors may not have a final site purchased or leased at the time of Reply submission. However, by submitting a Reply, the Vendor certifies that any such site shall meet all requirements governing the operation of CRC's provided by law, rule, or regulation, and as specified in this ITN, and services can begin within the agreed upon timeframe included in the Implementation Plan, assuming that solicitation and contract timelines remain in place.

Prior to final Contract execution and implementation of services, the Department will verify that the awarded Vendor's facility/site has complied with the following laws, rules, and regulations:

- Section 944.033(4), F.S., for establishing Community Correctional Centers;
- Rule 33.202.101, Florida Administrative Code (F.A.C.), Public Hearings on Community Correctional Centers;
- All applicable county and city zoning and land use requirements;
- The facility is licensed by the Florida Department of Children and Families (DCF) in accordance with Rule 65D-30, F.A.C.; and
- Has met all facility requirements as outlined in this ITN.

Subsequent to the award of any Contract, a preliminary facility site inspection will be scheduled by the Department. It is anticipated that this preliminary site visit will be scheduled no later than 15 business days after award. The Vendor will receive a written report from the Department of the preliminary findings within five (5) business days of the preliminary inspection. A final site inspection is anticipated to occur no later than 45 calendar days after Contract award, unless an exception to this is requested by the Vendor and approved by the Department.

After completion of the final inspection, the Department will address any specific deficiencies in a written report and allow the Vendor 10 business days from the receipt of the report to correct identified deficiencies. The Department will conduct an inspection to confirm that all deficiencies have been corrected. Failure to correct deficiencies after 10 business days of receipt of the report

may result in the Vendor being deemed non-responsive and the Department may move to award this solicitation to the next responsive and Responsible Vendor providing best value.

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

2.6 Term of Contract

It is anticipated that the initial term of the Contract shall be for a five (5) year period. At its sole discretion, the Department may renew the Contract for up to five (5) additional years, or portions thereof. Any renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor, as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract, it will provide written notice to the Contractor no later than 120 calendar days prior to the Contract expiration date.

2.7 Pricing Methodology

The Department is seeking pricing that will provide the best value to the State. Therefore, interested Vendors must submit a Cost Reply, utilizing Attachment II - Price Information Sheet, along with their proposed solution. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most cost effective and innovative solution for services and resources, as cost efficiency for the State will be a consideration in determining best value. Vendors must provide the Cost Reply in accordance with the instructions in Section 4.9, Submission of Replies.

It is anticipated that the Successful Vendor shall be paid for each occupied bed that receives the services described in Section 3, Scope of Services, of this ITN. However, during program start-up, the Contractor shall be reimbursed at 80% of the contracted beds, beginning the day the first Inmate is placed at the facility until the actual bed count reaches 80%. The Department will make every effort to maintain 100% occupancy of the contracted beds. After program start-up, and bed occupancy reaches more than 80%, the Contractor shall request payment for the actual number of occupied beds. If at any time thereafter, based on the Department’s inability to place Inmates, and through no fault of the Contractor, the bed occupancy drops to less than 80%, the Contractor will be paid for 80% of the available contracted beds, until the time when the occupancy increases to 80% or higher. If the number of Inmates in occupied beds is reduced to zero (0) due to Force Majeure, as described in Section 5.10, the Department shall not be obligated to pay the 80% occupancy amount referenced in this Section.

2.8 Resources

The Department is providing the following resources that may be helpful to Vendors in developing and proposing appropriate solutions, implementation and transition approaches, and operations and pricing that best meets the needs of the Department. To gain a comprehensive understanding of the current services, Vendors are strongly encouraged to review the information contained in these links.

Facility Name	Department-Owned/ Vendor-Provided Facility	County	Contract #	Link to Current Contract
Orlando Bridge	Vendor-Provided	Orange	C2489	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2489
Bridges of Jacksonville	Vendor-Provided	Duval	C2447	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2447

Facility Name	Department-Owned/ Vendor-Provided Facility	County	Contract #	Link to Current Contract
				cyId=700000&ContractId=C2447
Jacksonville Bridge	Vendor-Provided	Duval	C2959	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2959
Suncoast CRC (female)	Vendor-Provided	Pinellas	C2495	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2495
Tomoka CRC 285	Vendor-Provided	Volusia	C2496	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2496
Transition House of Kissimmee	Vendor-Provided	Osceola	C2830	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2830
Turning Point Bridge	Vendor-Provided	Broward	C2958	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2958
Bridges of Cocoa	Department-Owned	Brevard	C2807	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2807
Transition House of Tarpon Springs	Department-Owned	Pinellas	C2803	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2803
Transition House of Bartow	Department-Owned	Polk	C2804	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2804
Transition House of Dinsmore	Department-Owned	Duval	C2798	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2798
Bridges of Santa Fe	Department-Owned	Alachua	C2806	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2806
Bridges of Lake City	Department-Owned	Columbia	C2805	https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2805

- All current Department policies, procedures, and Program Services Bulletins (except those identified as “Restricted.”)

<https://fdoc.box.com/v/fdc-itn19-034>

Related Department policies that are considered “Restricted,” and are unavailable for public release, shall be requested by a Vendor via the completion of Attachment X, Non-Disclosure Agreement for Restricted Information. The Vendor shall email this completed form to the Procurement Officer listed in Section 4.2, who will coordinate the release of any “Restricted” policies requested.

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SECTION 3 – SCOPE OF WORK

3.1 General Description of Services

The Department is seeking both Vendor-owned CRCs and the operation of Department-owned CRCs. Services to be provided will include the operation of each facility, security, supervision, housing, care, meals, licensed outpatient service, employability skills, family reunification, anger management, budgeting, victim awareness, and related transition services to enhance the Inmate's successful reintegration back into society. Services will be provided, concurrent with paid employment, to Inmates who meet the criteria for participation in a CRC as referenced in Rule 33-601.602, F.A.C.

Based on the Department's mission, the needs of the Inmate population and available funding, the Department reserves the right to require the Vendor to adjust the number of Inmates served, adjust the type or length of service that is provided, and increase or decrease the number of staff positions required to provide the services requested under a Contract. This may include, but is not limited to, the Vendor providing different program types or a combination of program types other than those originally contracted or increasing or decreasing the number of hours the Vendor's staff may be required to work. Therefore, the Vendor should be prepared, in advance, to make any necessary changes in program design or requirements, service provision, service locations and/or staffing levels.

The services to be negotiated as a result this ITN shall meet the minimum requirements listed below:

- 3.1.1** The Vendor-owned or Department-owned CRC operated by Vendor(s) will be within the same geographical Region as the Department's Parent Institution and the Warden of that Parent Institution, or designee, will provide oversight and limited classification services.
- 3.1.2** The Department will not furnish administrative functions or support services, (e.g., support staff, telephone service, secretarial or clerical support) to the Vendor. All staff provided under any Contract will be hired by the Vendor and will not be considered employees of the Department.
- 3.1.3** The Vendor shall provide services as specified herein and shall be compensated for the services specified herein at a fixed price, per diem rate established by their prices submitted in response to this ITN, per occupied CRC paid employment or CWA bed.

The Vendor will be permitted to supplement the CRC paid employment bed per diem rate by retaining a subsistence fee from an Inmate's paid employment. In accordance with Rule 33-601.602(11)(d), F.A.C.: "All Inmates participating in community work release programs shall be required to pay 55% subsistence, which shall be computed by factoring .55 (55%) times the Inmate's Net Earnings." The subsistence fee is subject to the limitation that the total operating cost per diem, per Inmate for CRC (per diem Contract payment plus subsistence fee retained) shall not exceed the Department's average operating cost, as posted in the previous year's Annual Report. Per Rule 33-601.602(11)(e), F.A.C., the present daily average operating cost is \$59.57. This amount is subject to change annually with the publication of the Annual Report. The Department's Annual Reports can be found on the Department's public website <http://www.dc.state.fl.us/pub/index.html>.

3.2 Service Locations

3.2.1 Service Location Overview

The Department is seeking Vendors to operate the below Department-owned facilities:

Current Facility Name (male facilities)	Physical Address	Parent Institution	Max Paid Employment Beds	Max CWA Beds
Bridges of Cocoa	585 Camp Rd Cocoa, FL 32927	CFRC	84	0
Transition House of Tarpon Springs	566 Brady Rd Tarpon Springs, FL 34689	Zephyrhills CI	84	0
Transition House of Bartow	550 N. Restwood Ave Bartow, FL 33830	Polk CI	79	0
Bridges of Santa Fe	2901 NE 29 th Ave Gainesville, FL 32602	Lancaster CI	156	0
Transition House of Dinsmore	13200 Old Kings Rd Jacksonville, FL 32219	Baker CI	146	4
Bridges of Lake City	1620 Lake Jeffrey Rd Lake City, FL 32055	Columbia CI	151	5

Additionally, the Department is looking to replace expiring contracts, expand current contracts, and/or initiate new contracts for Vendor-provided facilities in the following counties:

- Orange
- Duval
- Volusia
- Pinellas
- Broward
- Osceola
- Hillsborough
- Seminole

No single location and contract shall exceed 200 beds, male or female.

More information on the current Vendor-provided facilities can be obtained by reviewing their contracts, linked in Section 2.8 of this ITN.

3.2.2 Service Location Changes

The Department reserves the right to require the Vendor to change a service/program site location, if it is determined to be inaccessible, inconvenient, or unsuitable for provision of services to Inmates under the Contract. In addition, the Department reserves the right to add, delete, or change service delivery locations upon 30 calendar days' written notice, if it is in the best interest of the Department. Such changes, additions, or deletions may be

accomplished by a formal Contract Amendment as indicated in Section 5.21 of this ITN. The Vendor shall change the site location, as soon as possible. The new location must be in compliance with Section 2.5 of this ITN.

With prior notification and approval from the Department, the Vendor may relocate a CRC to another Vendor-owned site as long as it remains in the same community/geographical Region, is at no additional cost to the Department, and the facility meets all requirements of this ITN, including Section 2.5 of this ITN. Such approval will be followed by a formal Contract Amendment, as indicated in Section 5.21 of this ITN.

3.3 Rules and Regulatory Requirements

- 3.3.1** The Successful Vendor shall provide all services in accordance with all applicable local, federal and State laws, rules and regulations, and the Department rules and procedures applicable to governing the operation of a CRC, or related facility. All such laws, rules regulations, and procedures, current and/or revised, are incorporated herein by reference and are made a part of this ITN and Contract, as applicable. The Vendor and the Department shall work cooperatively to ensure service delivery is in complete compliance with all such rules, regulations and mandates.
- 3.3.2** The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the Department's Inmates and/or the general public which is served by the Department, either directly or indirectly, through these services. The failure of the Department to set forth a specific reservation of rights as to any particular provision regarding services to be performed under the Contract does not negate the Department's reservation of rights and does not mean that any provision regarding the services to be performed under the Contract is subject to a requirement that the parties mutually agreed upon.
- 3.3.3** The specific rules, procedures and regulations identified below or elsewhere in this section are not listed to the exclusion of any other rules, procedures, and regulations required throughout the Contract. The Department will monitor the Vendor's performance to ensure compliance with all rules, regulations, and requirements contained herein.
- 3.3.4** All services provided under any Contract must meet the applicable requirements of Title 41 Code of Federal Regulations (C.F.R.) Part 2, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Standards for Privacy of Individually Identifiable Health Information, Title 45 C.F.R., Parts 160, 162, and 164, Chapters 397 and 415, F.S.; Chapter 33 and Rule 65D-30, F.A.C., Code of Ethics and Conduct for Addiction Professionals of Florida, and any additional applicable local, State and federal laws, rules and regulations.
- 3.3.5** The Successful Vendor agrees to modify its service delivery, including addition or expansion of the services provided, in order to meet or comply with changes required by operation of law or due to changes in standards, Department' mission, regulations, or as a result of legal settlement agreement, or consent order. Any changes in the Scope of Services required to ensure continued compliance with State or federal laws, statues, or regulations, legal settlement agreement or consent order, or Department policy, will be made in accordance with Section 5.21, Contract Modifications, of this ITN.
- 3.3.6** In addition to all other rules, regulations and requirements referenced herein, the Vendor shall comply with the following rules:

- a. Rule 33-602, F.A.C., Security Operations, including, but not limited to, Inmate Property, Searches of Inmates, Control of Contraband, and Use of Force;
- b. Rule 33-601, F.A.C., Classification and Central Records, including, but not limited to, Inmate Discipline, Community Release Programs, Inmate Visiting, Furloughs, Gain Time, and Confidential Records;
- c. Rule 33-103, F.A.C., Inmate Grievance Procedure;
- d. Rule 33-208.002, F.A.C., Rules of Conduct; and
- e. Rule 33-507, F.A.C., Substance Abuse Program Services. The Vendor shall ensure that any substance use services provided are in accordance with Chapter 397, F.S., Substance Abuse Services; Rule 65D-30, F.A.C., Substance Abuse Services Office; Title 42, Chapter I, Part 2, C.F.R., Confidentiality of Substance Use Disorder Patient Records; and any other applicable statutory or rule provisions.

3.3.7 In addition to all other rules, regulations, and requirements referenced herein, the Vendor shall comply with the following Department Procedures:

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

3.3.8 The Vendor shall ensure that the CRC complies with applicable Rules of the State Fire Marshall, and applicable Uniform Fire Safety Standards found in Chapter 633, F.S., Fire Prevention and Control.

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

3.3.10 The Vendor shall ensure that all the work and materials comply with all local, county, State and federal laws, rules, ordinances, and regulations, as well as, with any directive provided by inspectors appointed by proper authorities having jurisdiction at each Department facility. Should violation of codes, laws or statutes, or ordinances occur relating to the ITN, the selected Vendor shall correct the situation at no cost to the Department, including payment of any fines or penalties associated with the violation.

3.3.11 The Vendor shall comply with FDC Policy No. 208.052, "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."

The Department's Non-Discrimination policy can be found on the Department's public website <http://dcweb/co/pm/208.052.pdf>.

3.3.12 The Vendor shall pay for all costs associated with survey costs necessary to secure any easements required by the Florida Department of Environmental Protection (DEP), Division of State Lands, for the installation, operation and maintenance of, and modifications, upgrades, and repairs to a Vendor-owned facility.

3.4 Confidentiality

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

3.5 Department Responsibilities

The Department will be solely responsible for the referral of the Inmate to the CRC and will complete a screening/assessment for each Inmate referred. The Department will work in partnership with the Vendor to coordinate the placement of Inmates in the Program.

3.5.1 Department staff, unless other arrangements are approved in writing by the Department's Contract Manager, or designee, shall conduct random and reasonable suspicion urinalysis testing on Inmates at the Vendor's CRC facility. The Vendor is only authorized to utilize Department-issued testing supplies for urinalysis testing.

- a. Random Testing: The Vendor will receive directions from the Parent Institution, or designee, of the schedule and names of Inmates to be tested as part of the Department's random urinalysis testing.
- b. Reasonable Suspicion Testing: Inmates suspected of involvement with the use of drugs or alcohol will be subject to reasonable suspicion testing, upon direction of the Facility Director, or designee, at the Vendor's CRC facility, or Department Staff.
- c. Furlough Testing: Inmates who engage in the furlough program are subject to drug testing upon return to the Vendor's CRC facility. Any testing should be based upon the selection criteria determined by the Warden of the Parent Institution, or designee, in accordance with Department Procedure 602.010, Drug Testing of Inmates.
- d. Substance Use Disorder Program Testing: The Vendor shall test Inmates engaging in licensed outpatient substance use disorder treatment services once per month in accordance with Department Procedure 602.010, Drug Testing of Inmates.

Any Vendor staff authorized to perform testing, pursuant to written approval from the Department's Contract Manager, or designee, shall be trained by the Department in the testing process, including administration and interpretation of the on-site testing device, maintenance of chain-of-custody, handling, and disposition of urine specimens, in accordance with Department Procedure 602.010, Drug Testing of Inmates. If the Vendor's staff is approved to perform testing, the Department will provide test devices and supplies to the Vendor. All urinalysis-testing results shall be documented and provided to the Warden, or designee, of the Parent Institution. Any Inmate testing positive shall be automatically terminated from the CRC Program.

3.6 Overview of Services

It is the intent of the Department to acquire complete and operational services for the population we serve. Any incidental service, omitted from these specifications, may be provided as a part of the Vendor's price in order to deliver quality program management of criminal justice/reentry/work release type program services that meets the minimum requirements of this ITN and/or supports the goals identified in Section 2.4. The Vendor's services, training curriculum, staff, and supplies must be fully identified, described, and documented within the Vendor's Reply. All staff, supplies, equipment, and other required components of this ITN shall be included in the submitted price.

There are four (4) service areas that make up the services sought:

- General Program Management Requirements
- Programming Services
- Program Facility Services
- Information Technology Software Services

3.7 Service Areas

3.7.1 General Program Management

The Successful Vendor shall be responsible for overall program management of criminal justice/reentry/work release type program services in a Vendor-operated CRC Contract. This includes the following responsibilities:

- a) Deliverables: Ensure provision of all Deliverables, as described in Section 3.7.2.2;
- b) Presentations: Create, maintain, and deliver presentations on the CRC services provided, and its operational performance as related to services in the Contract;
- c) Impact Analyses: Perform and deliver impact analyses on how potential rule or statute changes may impact services and its cost and success;
- d) Analytics: Compile and maintain the CRC's statistical information related to operation of the CRC, which the Department can use to make changes and improvements to the delivery of services;
- e) Contract Compliance: Monitor Contract responsibilities, ensure compliance, and report metrics, including and areas for improvement, on a monthly basis; and
- f) Service Function Oversight and Success: Provide oversight of each of the following service functions:

3.7.2 General Program Management Requirements;

3.7.3 Programming Requirements;

3.7.4 Program Facility Requirement; and

3.7.5 Information Technology Software Requirement.

Oversight includes:

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

The Department will look to the Vendor's leadership to ensure a smooth and successful operation as part of General Management Services provided.

3.7.2 General Program Management Requirements

General Program Management Requirements (GPM)	
No.	Requirement
GPM-001	The Department shall maintain discretion over, and shall be responsible for the placement of, Inmates in the Vendor-operated CRC facility. The Department will work in partnership with the Vendor to coordinate placement of Inmates into the Vendor's program. The Vendor will be encouraged to assist Inmates in obtaining job placements that maximize Inmate earnings. Better jobs will result in higher hourly wages earned by the Inmates, resulting in maximized savings by the inmate and maximized subsistence fees to be retained by the Vendor. Subsistence fees are based on hourly rates of pay and deductions allowed after Net Earnings.
GPM-002	The Vendor shall provide staff, materials, supplies, and equipment to manage and operate the CRC, in accordance with all applicable federal, State and local laws, rules, and regulations, and other requirements governing the operation and maintenance of the facility, including Contract terms.
GPM-003	The Vendor shall ensure the CRC facility is staffed and operational 24 hours per day, seven (7) days a week, and every day of the year. Employability skills, licensed outpatient substance use disorder treatment services, family reunification, anger management, budgeting, victim awareness, and related transition services shall be provided by the Vendor at times that will accommodate the majority of Inmates' work schedules. The Department's Contract Manager, or designee, shall approve, in writing, the daily activity schedule of program services within 15 calendar days of Contract execution and prior to any revisions.
GPM-004	The Vendor shall ensure the CRC service location for facilities not owned by the Department are within 45 miles of the Parent Institution, and that the site is approved by the Department. The Inmates in CRC Services must be segregated from any other populations housed at the same facility or on the same grounds. The specific site will be designated in the Contract.
GPM-005	The Vendor shall ensure each CRC service location meets all State, county, and city zoning, permitting, land use, and licensing requirements at the time of the facility final inspection (prior to Contract execution), as well as any other requirements necessary to operate the service location. The Vendor shall provide such documentation, and any changes or revisions thereto, as part of the preliminary and/or final site inspections to the Department's Contract Manager, or designee, and upon request at any time during the Contract term. The Vendor shall notify the Department of any zoning changes, notices, or challenges from zoning bodies or complaints from citizens or other entities regarding operation of the service location within 72 hours of receipt of the charges, notice, challenge, or complaint.
GPM-006	The Vendor shall pay for all costs associated with local, State and federal licenses, permits, and inspection fees required to provide services. All required permits, zoning, and licenses shall be current, maintained on-site, and a copy submitted to the Department's Contract Manager, or designee, upon request.

General Program Management Requirements (GPM)

No.	Requirement
GPM-007	<p>The Vendor shall be required to provide, at a minimum:</p> <ol style="list-style-type: none"> a. A facility/site which provides housing in a clean, safe environment; b. A sufficient number of qualified staff to operate the facility and programs; c. Three (3) nutritious, balanced meals per day, prepared as specified in Requirement GPM-059 of this ITN, available on-site, including preparation of sack lunches for Inmates employed away from the CRC during scheduled meal times (if the meal cannot be consumed on-site for these Inmates); d. Licensed outpatient treatment for individuals with an identified substance use disorder; e. Job development, job placement, job retention services, employability skills, family reunification, anger management, budgeting, victim awareness, and related transition services; f. Access to transportation, as required by Department rules and regulations; and g. Personal financial management instructions.
GPM-008	<p>The Vendor shall ensure that each Inmate reads the Department-provided program rules, signs the appropriate form indicating that they have done so, and agrees to abide by them. The signed form should be filed in the Inmate's case file. Each Inmate shall thereafter be required to strictly comply with the rules of the Program. In addition, the Vendor shall follow the Department's Policy on Inmate Discipline (Rule 33-601.301, F.A.C.).</p>
GPM-009	<p>The Vendor shall provide transportation, at no cost to the Inmates receiving services, for any off-site activities, as approved by the Warden, or designee, of the Parent Institution. This includes non-disciplinary travel to the Parent Institution, other FDC facilities, or other off-site locations approved by the Warden, or designee (i.e. medical, GED testing, etc.).</p>
GPM-010	<p>The Vendor shall not permit any weapons or illegal substances on the grounds of the CRC facility.</p>
GPM-011	<p>The Vendor shall be responsible for providing, and regularly updating, all program materials, including Department-approved curriculum, audiovisual materials, workbooks, and any other program materials. This shall include materials for Inmates with exceptional educational or other disability needs.</p>
GPM-012	<p>The Vendor shall maintain an administrative office and CRC liaison in Florida. This contact person shall have the ability to travel, meet, and work directly with the Department's Contract Manager, or designee.</p>
GPM-013	<p>The Vendor shall be responsible for providing all office supplies, including postage, mailing supplies, copy paper, and ink cartridges. The Vendor shall also be responsible for providing all program staff equipment including furniture, telephones, office equipment, computers, software, copy machines, printers, and required data lines for WRIMS and OBIS access, according to Department specifications. The Vendor shall have Internet access and maintain a current, active email address for the duration of the Contract.</p>
GPM-014	<p>The Vendor shall ensure that its staff attend all Department-mandated meetings and training, as they pertain to the services provided under the Contract. The Department will provide, and the Vendor shall require, all staff to complete the mandatory in-service training for institutional non-certified staff, as outlined in the Department's Master Training Plan. The Vendor shall be responsible for all expenses incurred for sending staff to training events including transportation, meals, and per diem expenses. The Department will assist in providing the minimum training required for maintenance of certification for staff hired as certified in accordance with Chapter 943, F.S.</p>
GPM-015	<p>The Vendor shall be responsible for First-Aid training, CPR training, and any additional follow-up training and training-related expenses for Vendor's staff. The Vendor's staff must provide documentation of certification of these trainings to the Parent Institution's Environmental Health and Safety Officer (EHSO), and maintain copies in the Vendor's personnel file for review, upon request.</p>
GPM-016	<p>The Vendor shall ensure its staff (including subcontractor staff), performing services under any Contract, are screened and/or tested for Tuberculosis (TB) prior to the start of service delivery, as</p>

General Program Management Requirements (GPM)

No.	Requirement
	appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, <i>Employee Tuberculosis Screening and Control Program</i> . The Vendor shall provide the Parent Institution's Director of Nursing proof of the testing prior to the start of service delivery, for all staff members, and annually thereafter. The Vendor shall maintain copies in its personnel file for review, upon request. The Vendor shall be responsible for obtaining the TB testing and screening/testing and shall bear all costs associated with the TB screening/testing.
GPM-017	The Vendor shall be responsible for reimbursing the Department for their portion of contract monitoring activities including expenses for salary, benefits, supplies, and travel. The Vendor's portion is \$26,167.20 per awarded location, paid monthly at a rate of \$2,180.60. At the Department's sole discretion, the salary and expenses of the Contract Monitor position may be adjusted annually, subject to legislative appropriation.
GPM-018	The Vendor shall be given the rights to access WRIMS upon Contract execution. The Vendor is responsible for ensuring that staff use the system appropriately and responsibly and that they request access termination as soon as possible upon separation of an employee from the Vendor.
GPM-019	The Vendor shall conduct intake on each Inmate within 24 hours of admittance into the CRC and complete a full orientation with each Inmate within five (5) business days of admittance. Documentation of intake and orientation shall be documented on the Personalized Program Plan (PPP), as outlined in Requirement GPM-023, and maintained in the Inmate's case file.
GPM-020	Immediately upon the Inmates' arrival at the CRC, the Vendor shall notify the OIC at the Parent Institution and shall complete the Department Form DC6-102, Letter of Notice. The Inmate shall be furnished a copy of the Form DC6-102 and must agree to abide by the conditions of the Letter of Notice, as indicated by the Inmate's signature. An Inmate who refuses to sign the Letter of Notice after being admitted shall immediately, without delay, be returned to the physical custody of the Department at the Parent Institution.
GPM-021	The Vendor shall complete a health appraisal during intake utilizing Department Form DC4-750, Community Facility Health Appraisal, and ensure it's signed by the Inmate and the Vendor's staff member performing the intake.
GPM-022	<p>Upon Contract execution, the Vendor shall provide a copy of the Orientation Program to the Department's Contract Manager, or designee. The topics to be addressed in the Orientation Program for all Inmates entering the CRC shall include, but not be limited to, the following:</p> <ol style="list-style-type: none"> a. Facility rules and regulations, Inmate handbook, daily schedule procedures, expected behavior, duties, and responsibilities while at the CRC; b. Facility privileges including visitation, shopping trips, religious services, and furloughs; c. Outpatient treatment for substance use disorders and programming to address the criminogenic needs of Inmates participating in paid employment; d. Employment services available, including job development, placement, and job retention; and e. Management of personal funds and financial responsibilities. <p>The Vendor shall establish a written policy/procedure for Inmates with language or literacy barriers, to ensure their clear understanding of all the above topics. Inmates shall sign a Certificate of Orientation, Department Form DC6-126, upon completion of the orientation program, which shall be retained in the Inmate's case file.</p>
GPM-023	The Vendor shall assess each Inmate's substance use disorder treatment needs, employability skills, family reunification, anger management, budgeting, victim awareness, and related transition services needs utilizing an evidenced-based, validated assessment tool. The Vendor shall also identify long term goals and areas requiring immediate attention for each Inmate and develop a PPP on the Inmate within 14 calendar days of arrival, completed using Department Form DC6-118A, Personalized Program for Work Release/Community-Based Transition Centers, or electronic

General Program Management Requirements (GPM)

No.	Requirement
	documentation in WRIMS. The PPP shall facilitate successful reentry to the community following incarceration. Any revisions to the PPP shall be made on the PPP Modification Form DC6-118B and filed in the Inmate's case file and/or electronically entered in WRIMS. The Vendor shall meet with each Inmate, at least monthly, to review the PPP and to evaluate and discuss the Inmate's performance and progress in the Program. Verbal feedback shall be provided to the Inmate, and the Vendor shall document the review on the Monthly Progress Report Form DC6-118C, in the case file and/or electronically in WRIMS.
GPM-024	<p>The Vendor shall prepare a Case File for each Inmate upon facility intake. This case file shall be housed and maintained at the CRC until the Inmate is discharged from the facility, at which time the Case File will be released to the Parent Institution. The Vendor shall share all information and records pertaining to Inmates with Department staff, upon request. The Vendor shall comply with record-keeping requirements relating to documentation of Inmate admission, employment, program services rendered to Inmates, referrals to community providers, incident reports, and other similar information. The Inmate's official record (master file) for Inmates housed at the Vendor's CRC will be maintained by the Department. All Case Files shall contain documentation as required by the service specifications of the Contract, including, but not limited to the following:</p> <ul style="list-style-type: none"> a. Classification and Admission Summary; b. Photograph and Identification (ID) Sheet; c. Checklist for Transfers to Community Release Program Facilities (Form DC6-127); d. Monetary Reimbursement Agreement (Form DC6-123); e. Letter of Notice (Form DC6-102); f. Certificate of Orientation (Form DC6-126); g. Acknowledgement of Grievance Orientation (Form DC1-307); h. Request forms/informal grievances and responses (Form DC6-236); i. Personalized Program Plan for Work Release/Community Based Transition Centers (Form DC6-118A), if not in WRIMS; j. Personalized Program Plan Modification Plan (Form DC6-118B), if not in WRIMS; k. Personalized Program Plan Progress Review (Form DC6-118C), if not in WRIMS; l. Authorization for Use Disclosure Inspection and Release of Confidential Information (Form DC4-711B); m. Employer's Community Work Agreement (Form DC6-124), if employed; n. Type A/B Furlough Sponsor Agreement (Form DC6-152), if applicable; o. Type B Furlough Request (Form DC6-179), if applicable; p. Inmate Personal Property List (Form DC6-224); q. Inmate Impounded Personal Property List (Form DC6-220), if applicable; r. Housing Officer Contact Card (Form DC6-256), if not documented in WRIMS; s. Corrective Consultation of Inmate (Form DC6-117), if applicable; t. Inmate Program Participation Screen DC32 and DC72 (Screen Prints); u. Inmate Program Achievement Screen DC34 (Screen Prints); v. Cell Phone Rules and Regulations (Form DC6-2075); and w. CRC Electronic Monitoring Equipment Assignment Rules (Form DC6-199).
GPM-025	The Vendor shall prepare a Health Records File for each Inmate upon intake. The Vendor shall share all information and records pertaining to Inmates with Department staff, upon request, in compliance with HIPAA. All health record files shall contain documentation, as required by this ITN and the Contract, and at a minimum, shall contain all medical information and the Community Facility Health Appraisal, Form DC4-750.

General Program Management Requirements (GPM)

No.	Requirement
GPM-026	<p>The Vendor shall maintain a daily log in WRIMS that shall provide a daily record of activities and a method for information exchange between work shifts. This method of information exchange may take the place of briefings and shall provide updates as to the status of the facility and Inmates in order to assist Vendor staff in managing any issues that might arise during the shift. The daily log shall be approved in WRIMS by the designated supervisor at the end of each shift and indicate the CRC Inmate count, time of staff change and responsible staff. The log shall include, but not be limited to, the following information:</p> <ul style="list-style-type: none"> a. All Inmate counts; b. Escapes; c. Receipt of new Inmates; d. Transfer, release, or termination of Inmates; e. Arrivals and departures of staff, visitors, and/or Department staff; f. Inmates who must be picked up at a specific time and location; g. Status of Inmates out on furloughs; h. Special permission given to any Inmate to do something that will take place during the incoming staff's shift; i. Any unusual occurrences at the CRC during the preceding shift; and j. Any other important information which the incoming staff should be aware of. <p>Upon written notice to the Vendor, the Department may direct that additional information be kept on the daily log.</p> <p>The Vendor shall ensure that the daily logs correctly document the required information, as they may be used in subsequent investigations, court cases, litigation or program audits.</p>
GPM-027	<p><u>Vendor's Staffing Requirements</u></p> <p>Staffing Levels: The Vendor shall provide sufficient, qualified personnel to oversee the required operations of the CRC, as specified in this ITN, and in accordance with the Vendor's approved Staffing Plan.</p> <p>The minimum acceptable staffing coverage requirements are as follows:</p> <ul style="list-style-type: none"> a. <u>Management/Professional Staff:</u> The Vendor shall ensure that a minimum of one (1) Management/Professional level position is on duty at the CRC, seven (7) days per week, eight (8) hours per day, to manage CRC operations. The Vendor shall ensure that one (1) management/professional level position is on-call when a management/professional position is not on duty on-site at the facility. b. <u>Operations Inmate Supervision:</u> To ensure public safety and adequate supervision of the Inmates assigned to the CRC, the Vendor shall provide no less than one (1) staff member (Correctional Counselor/ Operational Security Technician, Facility Director, or Assistant Facility Director) for every 50 Inmate beds contracted with the Department (50:1 ratio of Inmate beds to staff) at all times. The minimum on-duty staff required shall be paid, on each eight (8) hour shift, 24 hours a day, seven (7) days a week. c. <u>Programming:</u> The Vendor shall ensure adequate staffing to provide the required outpatient substance use disorder treatment, employability skills, family reunification, anger management, budgeting, victim awareness, and related transition services. Programming should be in addition to paid employment and occur when Inmates are available and not require them to miss work.
GPM-028	<p><u>Minimum Staffing Positions</u></p> <p>Where indicated, a full-time position means at least 40 hours per week. The Vendor shall provide the following positions:</p>

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	<p><u>Facility Director</u> – A minimum of one (1) position. The Facility Director position shall be a full-time, on-site management/professional position, responsible for the overall operation of the CRC. The Facility Director shall be ultimately accountable for the supervision of the Vendor’s staff.</p> <p><u>Assistant Facility Director</u> – A minimum of one (1) position. The Assistant Facility Director position shall be a full-time, on-site management/professional position, assisting the Facility Director, and responsible for the overall operations of the CRC in the absence of the Facility Director.</p> <p><u>Operations/Shift Supervisor (Optional)</u> – The Operations/Shift Supervisor position is an optional on-site management/professional position that assists the Facility Director and the Assistant Facility Director for the overall operations of the CRC.</p> <p><u>Correctional Counselor/Operational Security Technicians</u> – The Correctional Counselor/Operational Security Technician positions shall provide supervision, counseling, custody and control, employment development and coordination, and other related services to Inmates, 24 hours per day, seven (7) days a week, as required in this ITN. The minimum number of positions necessary to maintain supervisory staffing levels is included in GMP-027.</p> <p><u>Outpatient Counselor</u> – The Outpatient Counselor shall be full-time and located on-site. They will be responsible for the provision of substance use disorder outpatient treatment and must carry a caseload of 50 Inmates. There shall be a minimum of one (1) position for every 50 contracted beds at the facility.</p> <p><u>Clinical Supervisor/Qualified Professional</u> – Clinical Supervisors must be Qualified Professionals, as defined by Chapter 397, F.S. They are responsible for the clinical supervision of staff, the clinical oversight, and clinical care of all substance use disorder treatment services provided on-site. The Vendor must have an adequate number of positions to ensure that the maximum number of cases a Clinical Supervisor provides clinical supervision services for does not exceed 160 cases.</p> <p><u>Employment Specialist</u> – The Employment Specialist delivers the Employment Reentry Skills and Job Placement/Retention/Advancement curriculum to Inmates, recruits and orients potential employers, assists with job checks, assesses Inmate skill for potential employment, assists Inmates with completing resumes and job applications, provides employment counseling, delivers budgeting skills curriculum, and assists Inmates with their weekly budgeting skills. There shall be a minimum of one (1) full-time position for every 85 contracted beds.</p> <p><u>Program Facilitator/Instructor</u> – The Vendor shall provide an adequate number of instructor positions to provide programming to address criminogenic needs as outlined in this solicitation.</p> <p><u>Certified Correctional Officers (if necessary)</u> – Certified Correctional Officer positions shall provide supervision, security, custody and control, and other related services to Inmates, 24 hours per day, seven (7) days a week, as required in any Contract. These positions may be satisfied by certifying existing Vendor’s staff (excluding Program staff) in accordance with Chapter 943, F.S., or by hiring ex-Department employees that were certified prior to their separation of employment, whose certification has not been revoked for misconduct, and who left the Department in good standing. Certified Correctional Officers are <u>only</u> required for facilities with 100 or more beds designated, providing work release services (paid employment) in its CRC program.</p>

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	<p><u>Electronic Monitoring Case Manager</u> – Electronic Monitoring Case Manager positions shall be provided to ensure dedicated monitoring of electronic monitoring equipment worn by Inmates when outside their sleeping quarters to ensure compliance with protocols of the devices. An Electronic Monitoring Case Manager shall be assigned to monitor the electronic monitoring system between the hours of 6:00 a.m. to 10:00 p.m., E.T. During the timeframe when a minimum of 95% of the Inmate population assigned to electronic monitoring equipment are scheduled to be in their sleeping quarters, control room staff shall be responsible for responding to, and monitoring all, Inmates on electronic monitoring equipment to ensure compliance with protocols of the devices. The Vendor must provide the minimum number of positions deemed sufficient to monitor equipment.</p> <p>In addition, the Vendor may establish any other additional positions deemed necessary to meet the requirements of this ITN; additional positions must be approved by the Department.</p>
<p>GPM-029</p>	<p><u>Staffing Qualifications</u></p> <p>The Vendor shall employ qualified staff who possess the appropriate skills and training to effectively execute the requirements of the Contract and provide security and supervision commensurate with the Inmate population. The required Vendor's staff positions shall include the following minimum qualifications:</p> <p><u>Facility Director</u> – A minimum of a bachelor's degree and three (3) years' experience in the delivery of services to residents, offenders, or Inmates in the care, custody, or supervision of a federal, State, or local criminal justice system. Four (4) years of additional experience in the delivery of services to residents, offenders, or Inmates in the care or custody of a federal, State, or local criminal justice system in a supervisory capacity may be substituted for the bachelor's degree.</p> <p><u>Assistant Facility Director</u> – A minimum of a bachelor's degree and one (1) year of experience in the delivery of services to residents, offenders, or Inmates in the care, custody, or supervision of a federal, State or local criminal justice system. Four (4) years of additional experience in the delivery of services to residents, offenders, or Inmates in the care or custody of a federal, State, or local criminal justice system may be substituted for the bachelor's degree.</p> <p><u>Operations/Shift Supervisor (Optional)</u> – A minimum of a high school diploma/GED and four (4) years of experience in the delivery of services to residents, offenders, or Inmates in the care, custody, or supervision of a federal, State, or local criminal justice system. A Bachelor's degree can substitute for two (2) years of the required experience.</p> <p><u>Correctional Counselor/ Operational/Security Technicians</u> – A minimum of a high school diploma/GED.</p> <p><u>Outpatient Substance Use Disorder Counselors Qualifications:</u></p> <ol style="list-style-type: none"> a. A Bachelor's degree from an accredited college or university in any of the social sciences, and two (2) years of professional experience in chemical addictions counseling and/or mental health counseling; or b. A Bachelor's degree from an accredited college or university in any area of study, and three (3) years of professional experience in chemical addictions counseling and/or mental health counseling; or c. A Master's degree from an accredited college or university in any of the social sciences and one (1) year of professional experience in chemical addictions counseling and/or mental health counseling; or

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	<p>d. A Master’s degree from an accredited college or university in any area of study, and two (2) years of professional experience in chemical addictions counseling and/or mental health counseling; or</p> <p>e. A Doctorate from an accredited college or university in chemical addiction counseling and/or mental health counseling; or</p> <p>f. A Doctorate from an accredited college or university in any unrelated area of study, and one (1) year of professional experience in chemical addiction counseling, and/or mental health counseling; or</p> <p>g. A current Certification as a Certified Addictions Professional (CAP), Certified Criminal Justice Addictions Professional (CCJAP), Certified Associate Addictions Professional (CAAP), or Certified Criminal Justice Associate Addictions Professional (CCJAAP); or</p> <p>h. An associate degree from an accredited college or university, and four (4) years of professional experience in chemical addiction counseling and/or mental health counseling; or</p> <p>i. A high school diploma/GED, and six (6) years of professional experience in chemical addictions counseling and/or mental health counseling.</p> <p><u>Clinical Supervisor/Qualified Professional</u> – Must meet the standards of a “Qualified Professional,” as defined by Section 397.311(34), F.S.</p> <p><u>Employment Specialist</u> – A minimum of 1) a bachelor’s degree or, 2) an Associate Degree and two (2) years of full-time related work experience, or 3) a high school diploma/GED and four (4) years of full-time related work experience. Experience must be in one (1) of the following areas: personnel/human resources, marketing, human services, social work, advertising, or other related fields.</p> <p><u>Program Facilitator/Instructor</u> – A minimum of 1) a bachelor’s degree or, 2) an Associate Degree and two (2) years of full-time related work experience, or 3) high school diploma/GED and four (4) years of full-time related work experience in instruction or program facilitation.</p> <p><u>Certified Correctional Officers</u> – At a minimum, a high school diploma/GED and a copy of Criminal Justice Standards and Training (CJSTC) Validation of Certification, and a letter of good standing upon separation from the Department’s Human Resources Office (if applicable), or shall be certified in accordance with Chapter 943, F.S.</p> <p><u>Electronic Monitoring Case Manager</u> – A minimum of a high school diploma/GED and two (2) years of experience working with computers.</p> <p>The Vendor shall maintain written job descriptions that accurately describe duties for all positions performing services under any Contract.</p>
GPM-030	<p>The Vendor shall develop a Staffing Plan that identifies the types of positions and number of personnel in each position. The Plan shall also include a typical monthly staffing schedule that demonstrates coverage seven (7) days a week, 24 hours a day, delineating the type and number of positions on duty at every given hour/shift. The Vendor shall develop a written back-up plan for filling absences and vacancies from work for each program site. The Plan shall include how the Vendor will utilize temporary/interim staff. Temporary/interim staff members shall meet the minimum qualifications for the positions they are temporarily filling. The Vendor shall notify the Department’s Contract Manager, or designee, and Warden, or designee, of the Parent Institution, in writing, of any staff resignations or terminations within 48 hours of receiving the resignation or termination notice. The Vendor shall ensure that no staff position remains vacant for longer than 60 calendar days. The Vendor shall provide the Department with a biweekly employee verification report listing, at a</p>

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	<p>minimum, all employee names, positions filled, vacant positions and the date the positions became vacant, and name of any employee hired, terminated, or resigned during the reporting period.</p> <p>The Vendor shall maintain their Staffing Plan, and scheduled hours of coverage as approved by the Department's Contract Manager, or designee, during the life of any Contract and shall ensure that all Vendor staff positions are filled for the entire scheduled work period(s), and that individuals are physically present at the work site as scheduled. The Vendor shall provide its Staffing Plan and schedule to the Department's Contract Manager, or designee, for approval within 15 calendar days following Contract execution. Any change to the approved minimum Staffing Plan, and schedule must be approved in writing by the Department's Contract Manager, or designee, prior to any changes being made.</p>
<p align="center">GPM-031</p>	<p><u>Staff Absences/Interim Positions</u></p> <ol style="list-style-type: none"> a. The weekly work period is defined as 40 hours per week. b. When there is an absence in a position, in excess of 14 calendar days, the Vendor shall provide a qualified interim staff member who meets the minimum qualifications for that position. If no interim member is provided, the Vendor shall prorate the bill for every hour, per Requirement GPM-030, the position remains vacant. c. Under most circumstances, temporary/interim staff may not occupy positions for longer than 60 consecutive calendar days. However, the Vendor may request that a qualified interim staff member be permitted to occupy a position for up to 180 consecutive calendar days in cases where permanent staff will be absent for an extended time period (e.g., sickness, maternity, paternity, family, or military leave, etc.). The Vendor shall submit such requests in writing, with supporting documentation, to the Department's Contract Manager, or designee, for written approval. If approved, such position will not be considered vacant. d. Shifting of an approved, permanent employee to an interim staff position is not permitted. e. Any position with a permanent employee who is absent for a consecutive period of more than eighty (80) hours shall be deemed a vacant position, unless an extended period of absence has been previously approved by the Department. The Vendor shall still be required to fill this position with a qualified full-time interim staff. f. Absence from the work site for purposes of non-Departmental sponsored meetings/training shall be requested and approved in advance by the Department's Contract Manager, or designee.
<p align="center">GPM-032</p>	<p><u>Vacancies and Invoice Proration</u></p> <p>In addition to the Requirements of GPM-031, a position is considered vacant if:</p> <ol style="list-style-type: none"> a. The position has never been filled; b. Staff occupying position resigns; c. Staff occupying position is terminated; d. Staff abandons position; or e. The position has been filled by an interim staff for more than 60 consecutive calendar days without written approval by the Department. <p>The following applies to invoice proration for vacant staff positions:</p> <ol style="list-style-type: none"> a. Thirty (30) days after Contract execution the Vendor shall provide the Department's Contract Manager, or designee, the base hourly rate for all positions specified in this ITN. This information shall be updated annually.

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	<p>b. The Vendor shall pro-rate the hourly salary related to any vacant position, not filled with a qualified interim staff member, and continue to pro-rate until filled with a full-time qualified interim/permanent staff member.</p>
<p>GPM-033</p>	<p><u>Staff Conduct and Safety Requirements</u></p> <p>The Vendor shall ensure that all staff are provided with a copy of the below standards of conduct and safety requirements. A documented receipt of such notification shall be maintained in the employee's personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from work under the Contract. The Department is under no obligation to inform the Vendor of the criteria for disqualification or removal.</p> <p>In addition, the Vendor shall ensure that all staff adheres to the following requirements:</p> <p>a. The Vendor's staff shall not display favoritism to, or preferential treatment of, one (1) Inmate or group of Inmates over another.</p> <p>b. The Vendor's staff shall not deal with any Inmate except in a relationship that supports services under a Contract. Specifically, staff members must never accept for themselves, or any member of their family, any personal (tangible or intangible) gift, favor, or service from an Inmate or an Inmate's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report to the Department's Contract Manager, or designee, any violations, or attempted violation, of these restrictions. In addition, no staff member shall give any gifts, favors, or services to Inmates, their family, or close associates.</p> <p>c. The Vendor's staff shall not enter into any business relationship with Inmate, or their families (example – selling, buying, or trading personal property), or personally employ them in any capacity. Unless approved in writing by the Department's Contract Manager, or designee, the Vendor's staff shall not have outside contact (other than incidental contact) with an Inmate being served, or their family or close associates, except for those activities that are to be rendered under the Contract.</p> <p>d. The Vendor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Vendor, or the State. In providing services pursuant to the Contract, the Vendor shall ensure that its employees avoid both misconduct, and the appearance of misconduct.</p> <p>e. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone, and in writing to the Department's Contract Manager, or designee, including proposed action to be taken by the Vendor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Vendor to appropriate action, up to, and including termination of any Contract.</p>
<p>GPM-034</p>	<p><u>Staff Background/Criminal Record Checks</u></p> <p>The Vendor's staff, assigned to the Contract, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Vendor to disqualify,</p>

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	<p>prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records are restricted, pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide the following data for any individual of the Vendor or subcontractor's staff providing services under the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. The Vendor's staff shall submit within ten business days of hire to fingerprinting by the Department for submission to the Federal Bureau of Investigation (FBI). The Vendor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.</p> <p>The Vendor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being assigned to work under the Contract. The Vendor shall not offer employment to any individual, or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.</p> <p>No person who has been barred from any FDC Institution or other Department facility shall provide services under the Contract resulting from this ITN, without prior written approval from the Department's Contract Manager, or designee.</p> <p>Inmates shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the Inmate and any staff of the Vendor. It is the responsibility of the Vendor to advise the Department's Contract Manager, or designee, of any known pre-existing close personal relationships between staff and Inmate(s). Rule 33-208.002(26), F.A.C. shall apply at the Program, which stipulates that marriage between employee and Inmate is prohibited.</p> <p>The Vendor shall not employ or enter into any subcontract with any individual at any Program site under the Contract who is under supervision or jurisdiction of any parole, probation, or correctional authority to provide direct treatment services, or provide supervision of any other offenders at any Vendor's program. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with, or access to, any records of the Department of Corrections' offenders participating at contracted sites.</p> <ol style="list-style-type: none"> a. 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. b. The Vendor shall immediately report any new arrest, criminal charges, or convictions of a current employee under the Contract. c. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony, or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime, does not automatically bar the Vendor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Vendor shall require that all proposed employees provide to them the details of any criminal background information.

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	<p>The Vendor shall make a full written report to the Department's Contract Manager, or designee, within three (3) calendar days whenever an employee has a criminal charge filed against them, an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less), or when the Vendor or any of their staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.</p> <p>d. The Vendor shall comply with the Department Procedure 208.013, Outside Employment, when hiring both current and former Department employees.</p>
GPM-035	<p>The Vendor and the Vendor's staff, as designated by the Department, shall attend and participate in a maximum of two (2) meetings per year for the purposes of training, technical assistance, performance review, or to address problems encountered. The Vendor shall be responsible for payment of the Vendor's staff's salaries, benefits, and other expenses, while attending any Department required training.</p> <p>If directed by the Department, and at no cost to the Department, the Vendor shall provide to their staff a minimum of four (4) hours of training relevant to services to be provided under any Contract; for the duration of the Contract term. In addition, all staff shall be certified in CPR, PREA, and First-Aid within three (3) months of being employed. Copies of such certification shall be maintained at the contracted CRC facility. The Vendor shall receive approval of the curriculum and time allocations, in writing, from the Department's Contract Manager, or designee, prior to delivery of training.</p>
GPM-036	<p>The Vendor shall work cooperatively with the Department's Contract Manager, or designee, to establish and maintain communication protocols for the handling of routine, urgent, and emergent Contract issues.</p>
GPM-037	<p>The Vendor(s) will comply with the national standards to prevent, detect, and respond to prison rape under the PREA, Federal Rule 28 C.F.R. Part 115. The Vendor(s) will also comply with all Department policies and procedures that relate to PREA.</p> <p>PREA is federal law, Public law 108-79, and is now designated as 42 USC 15601. PREA established a zero-tolerance standard against sexual assaults and rapes of incarcerated persons of any age.</p>
GPM-038	<p><u>Other Contract Requirements</u></p> <p>The Department will monitor the Vendor's performance to determine compliance with other Contract requirements, including, but not limited to, the following:</p> <ul style="list-style-type: none"> • Transition/Implementation Plan; • Timely Submittal of Corrective Action Plans (when applicable); and, <p>Compliance with Other Terms and Conditions of the Contract not involving delivery of services otherwise listed above.</p>
GPM-039	<p>The Vendor shall develop site-specific policies and procedures, in cooperation with the Department, governing the operations of the Program. Site-specific policies and procedures must be in accordance with this ITN, the Contract, all applicable Department procedures, applicable administrative rules, and State and federal statutes. The policies and procedures shall be reviewed and/or updated annually, or as needed, and must be approved by the Department prior to implementation.</p>
GPM-040	<p>The Vendor shall develop written disaster, fire, and emergency plans, in accordance with Department policy and Rule 65D-30.004(34)(g), F.A.C., and all updates and revisions. The Vendor shall make the</p>

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	plans available to the Department, upon request, and communicate the Plan to all employees and Inmates.
GPM-041	The Vendor shall provide a handbook to Inmates at Orientation, which outlines the program operations, including, but not limited to: the purpose, and philosophy of the treatment program; all available programs, services, and rules of the facility; daily schedule; contact information; standards of conduct; and participation requirements.
GPM-042	The Vendor shall provide written procedures that staff shall follow to monitor the movement and location of Inmates at all times, including procedures for sign-in and sign-out, head counts, job checks, furlough checks, searches, contraband control, and the process for notifying the OIC at the Parent Institution, or designee, in the event that the location of an Inmate becomes unknown.
GPM-043	The Vendor shall have a written procedure describing the manner by which an Inmate will be referred for medical services on a 24-hour basis and in accordance with the Department HSB No. 15.07.02, Health Services for Community Facilities. The procedure shall describe the process by which Inmates exhibiting symptoms of communicable and/or infectious diseases or debilitating physical symptoms will be referred for routine or emergency medical treatment. The procedure shall include provisions for making an initial inquiry upon the Inmate's arrival at the program to determine any health problems that require medical attention. Inmates who need medical and/or nursing services shall be referred to the medical unit at the Parent Institution. The Vendor shall also provide basic health-related education services for Inmates at the facility.
GPM-044	The Vendor shall develop internal work detail that will consist of Inmates' daily job assignments to insure order and cleanliness of the facility. Each Inmate shall have a distinct job responsibility. Internal work details may include assisting with food preparation and service and shall be considered a part of an Inmate's total time allotted for internal work details. A maximum of four (4) hours per day, per Inmate, six (6) days per week, may be allotted to internal work details.
GPM-045	The Vendor shall develop external work detail that will consist of large group activities that benefit the facility. Examples include policing the grounds and minor landscaping projects, which may include cutting the grass and gardening, such as planting flowers, small shrubbery, etc. A maximum of 12 hours per week, four (4) hours per day, for the entire facility, may be allotted to external work details.
GPM-046	The Vendor shall restrict duty so that Inmates will never be required to perform the following work at the facility without the written consent of the Warden of the Parent Institution, or designee: <ul style="list-style-type: none"> a. New Construction; b. Remodeling or renovation; c. Carpentry; d. Plumbing; e. Electrical or mechanical work; f. Air conditioning installation or repair; and g. Primary food service, i.e., Chef or Supervisor of food service preparation. <p>Any work activity assigned to Inmates, not specifically identified within this ITN, shall be approved by the Warden of the Parent Institution, or designee, prior to assignment.</p>
GPM-047	The Vendor shall permit Inmates at CRCs to engage in community service projects to benefit local, non-profit service agencies or entities, not owned or operated by the proprietor of the Vendor. Any off-site community/public service work must be approved in advance, in writing, by the Warden of the Parent Institution, or designee. Inmates must be supervised by Department-approved contracted staff when performing Community/Public Service Work, or by non-Department supervisors, who must receive 32 hours of orientation training prior to supervising Inmates and must

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	receive eight (8) hours of refresher training annually thereafter. The annual refresher training must be completed by the non-Department supervisors during each fiscal year following the fiscal year in which the orientation training was provided. This training must be provided by Department staff, and arranged through the Parent Institution's Warden, or designee.
GPM-048	The Vendor shall ensure that all Inmates assigned to paid employment or CWA are assigned to active electronic monitoring equipment and comply with all rules, regulations, and protocols of the electronic monitoring program while in the work release program.
GPM-049	The Vendor shall be responsible for establishing protocols for the immediate installation, and successful activation of the electronic monitoring equipment on all Inmates assigned to paid employment or CWA, ensuring all rules required to have actions are properly activated within the electronic monitoring Vendor's software application.
GPM-050	The Vendor shall develop, input, and update geographical zones and schedules that incorporate adequate time allowances for Inmate's travel to and from approved scheduled activities away from the CRC.
GPM-051	The Vendor shall immediately investigate all active GPS alarm notifications, acknowledge receipt of the alarm notification with the electronic monitoring Vendor's monitoring center, and document the actions taken to resolve the alarm notification in the electronic monitoring Vendor's case management application.
GPM-052	The Vendor shall review the location data (tracking points) of all Inmates on electronic monitoring, and refresh points, as needed, to confirm compliance with all rules, zones, and curfews by comparing the tracking points daily with the Inmates approved daily schedule.
GPM-053	The Vendor shall track the need for equipment replacement including reporting stolen, missing, or severely damaged equipment to the Department's Bureau of Classification Management, including equipment serial number, type of equipment, and location of the equipment, if known.
GPM-054	The Vendor shall maintain an equipment inventory in a secure area and ensure that all equipment is accounted for by designating an equipment supervisor, or designee.
GPM-055	The Vendor shall develop a facility GPS system rule/procedure that is specific, realistic, and tailored to the needs of the Inmate; ensuring rules, zones, and curfews are established.
GPM-056	The Vendor shall visually, and physically inspect electronic monitoring equipment on a weekly basis to ensure it is sized appropriately, and has not been tampered with, or otherwise altered, and document in WRIMS.
GPM-057	The Vendor shall ensure proper deactivation of electronic monitoring equipment upon an Inmate's completion or termination from the CRC.
GPM-058	The Vendor shall ensure a call tree notification system is established within the CRC that can be utilized by the electronic monitoring Vendor's monitoring center for alarm notification escalation purposes.
GPM-059	<u>General Provisions</u> The Vendor shall provide, at no cost to the Inmates, meals in accordance with Rules 33-204.002 and 33-204.003, F.A.C., and food preparation and service shall be in compliance with all Department requirements and applicable federal, State, and local health codes, rules and regulations, and all related rules and regulations governing food service.
GPM-060	The Vendor shall post, in a common area at the CRC facility, all notices of rule development, notices of proposed rulemaking, and notices of changes to administrative rules that are related to the Department. Except for restricted procedures, the Vendor shall make all current Department policies and procedures accessible to Inmates.
GPM-061	The Vendor shall ensure the safety of Inmates' personal property, in accordance with Rule 33-602.201, F.A.C. Unless otherwise directed, all property received shall be processed by Vendor's staff, and inventoried on Inmate Personal Property List Form DC6-224, or Inmate Impounded

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	Personal Property List Form DC6-220, and listed in WRIMS, as applicable, in accordance with Rule 33-602.201, F.A.C.
GPM-062	Under no circumstances will the Vendor allow any Inmate to supervise an Inmate or have a position of authority over another Inmate.
GPM-063	Inmates who are determined by the Department to be eligible for Family Visiting (Type B) Furloughs, pursuant to Rule 33-601.603, F.A.C., will be so identified in the Transfer Packet provided to the Vendor upon the Inmate's arrival at the Program. Inmates not approved upon their arrival at the Program for Type B furloughs will be evaluated for approval by the Department, upon achieving time frame eligibility. However, regardless of eligibility, only Inmates in the work component may be considered for furlough. Inmates may be granted family visitation (Type B) furloughs, in accordance with Department rules governing furloughs, and as clinically appropriate. Furloughs shall be for family visitation only, to a location with telephone access, and shall be limited to a maximum of eight (8) hours duration between the hours of 8:00 a.m. and 5:00 p.m., E.T. While the Inmate is on furlough, the Vendor shall make a minimum of one (1) telephonic check to ensure Inmates are at their approved furlough location for the duration of the furlough. Telephonic checks shall be documented and placed in the Inmate's progress notes. Furlough lengths will be granted in gradual increments based on individual progress.
GPM-064	The Vendor shall provide the Classification Officer at the Parent Institution, or designee, with the name (s), and all pertinent information of the proposed furlough sponsor(s) for the Inmate. The Inmate shall designate proposed furlough sponsors and provide all related information to the Vendor. The Classification Officer, or designee, will then process the request, pursuant to Rule 33-601.603, F.A.C.
GPM-065	The Vendor may approve Inmates to participate in the following off-site, program-related activities only: self-help support groups and GED testing, under the supervision of Vendor staff. The time allowed for these off-site activities shall be limited to the amount of time necessary to complete the activity. Off-site activities not specifically described above must be approved by the Warden, or designee, of the Parent Institution.
GPM-066	The Vendor shall ensure that Inmates do not participate in any fundraising activities of any kind, either individually or as directed by the Vendor, unless jointly approved by the Department's Contract Manager, or designee, and Warden of the Parent Institution, or designee, in writing.
GPM-067	The Vendor shall establish a written visitor's procedure that outlines the processes and policies, including allowable dates, and time frames that visitors shall abide by when visiting Inmates at the facility, in accordance with Rules 33.601.713-737, F.A.C. This shall be posted in a common area at the CRC facility, according to the requirements in the Rule, and be made available for visitors upon request.
GPM-068	The Vendor shall ensure that all Inmate mail is delivered to a central location at the facility, as determined by the Vendor. The Vendor shall develop procedures regarding the distribution of mail to the Inmate population, pursuant to Rules 33-210.101, 102 and 103, F.A.C., Routine Mail, Legal Documents and Legal Mail, and Privileged Mail.
GPM-069	The Vendor shall ensure that all Inmates have access to adequate on-site telephone service in accordance with Rule 33.602.205 F.A.C., Inmate Telephone Use.
GPM-070	The Department will provide primary classification services to Inmates housed in the facility. If, during the term of the Contract, any questions arise regarding the provision of classification services the Vendor shall contact the Department's Contract Manager, or designee, for interpretation.
GPM-071	The Vendor shall ensure all Inmates referred by the Department shall remain in the CRC facility until the expiration of their sentence, or until returned to the Department by the Vendor. All Inmates scheduled for release shall have an established release plan (see GPM-103) and shall be released in accordance with Department policies and procedures and coordinated by the designated Department staff member at the Parent Institution. The Vendor shall establish a written procedure outlining the process for release of an Inmate at expiration or termination of sentence. The Vendor shall release Inmates in compliance with the Department's rules and procedures pertaining to release, per the

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No.	Requirement
	requirements of Rules 33-601.501-503, F.A.C., which establishes the process to be followed in providing a discharge gratuity, and travel to eligible Inmates upon their release. The Vendor shall follow procedures which are identical to those in Rules 33-601.501-503, F.A.C., and make payment from its fund to eligible Inmates. The Department shall not reimburse the Vendor for discharge, or travel gratuity payments. The Vendor should incorporate this fund into the per diem rate. The Vendor shall submit a monthly report, which shall include the Inmates released, and the corresponding receipts for the discharge gratuity, and travel payments, to the Department's Contract Manager, or designee.
GPM-072	The Vendor shall report all behavior problems, escapes, disciplinary problems, unusual incidents, special medical issues, and requests for Inmates to be removed from the CRC, to the OIC of the Parent Institution. An Inmate may be removed and returned to the physical custody of the Department when it has been determined that doing so is in the best interests of the Department, the CRC, and/or the Inmate, or for any other compelling reason related to public safety. Pursuant to this ITN, and Department policy, the Warden of the Parent Institution or other Department staff are responsible and authorized to approve an Inmate's termination from the CRC. If it becomes necessary to remove an Inmate from the CRC, Department staff or other law enforcement staff shall assume physical custody of the Inmate and transport the Inmate to the appropriate facility. For any removal for disciplinary reasons, the Vendor shall prepare a disciplinary report, as outlined in Requirement GPM-102. The Vendor shall remit any funds the Inmate may have, pursuant to Requirement GPM-089.
GPM-073	The Vendor shall immediately notify both the Warden of the Parent Institution, or designee, and the Department's Contract Manager, or designee, in the event of the death of an Inmate. All deaths shall be handled in accordance with Rule 33-602.112, F.A.C., Inmate Death Notification Process, and comply with all notification requirements specified, and all updates.
GPM-074	<u>Security Provisions</u> The Vendor shall conduct searches of the facility and personal belongings of the Inmates, pursuant to Department Procedure 602.018, Contraband and Searches of Inmates, when deemed appropriate by the Facility's Director, or designee, or whenever requested by the Department. All searches must be performed in accordance with Rule 33-602.204, F.A.C., Searches of Inmates.
GPM-075	The Vendor shall comply with Rule 33-602.203, F.A.C., and ensure contraband possessed by an Inmate is confiscated and secured following the Department's chain-of-evidence rules and documented on Contraband Log Form DC6-219. An Incident Report detailing the occurrence shall be prepared and forwarded to the Parent Institution. Any contraband, as defined in Section 944.47, F.S., possessed by a visitor shall be confiscated and secured following the Department's chain-of-evidence rules, and documented on Contraband Log Form DC6-219. The Vendor shall notify the OIC at the Parent Institution immediately, and an Incident Report detailing the occurrence shall be prepared and forwarded to the Parent Institution's Classification Officer, or designee. The Vendor shall make all Contraband Logs available to the Department, upon the Department's request.
GPM-076	The Vendor shall be accountable for the location of all Inmates at all times and shall establish written policies and procedures by which to monitor Inmate movement, including periodic counting. Sign-in and sign-out procedures shall include methods for locating Inmates failing to return to the facility at the appointed time. The policy and procedures shall be developed and mutually agreed upon by the Department's Office of Institutions, the Warden from the Parent Institution, and the Vendor. The policy and procedure shall contain provisions where any time an Inmate cannot be located, and the Inmate's location is not known to program personnel, the Vendor shall immediately notify the OIC at the Parent Institution.
GPM-077	The Vendor shall conduct a minimum of three (3) head counts per day, at least six (6) hours apart. The Vendor may also conduct other counts, as deemed appropriate by the Vendor, accounting for all Inmates either on or off the premises. If, at any time, an Inmate cannot be located and the Inmate's location isn't disclosed to program personnel, the Vendor shall immediately notify the OIC at the Parent Institution, and the Department's Contract Manager, or designee.

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No.	Requirement
GPM-078	The Vendor shall develop a procedure for the furlough process whereby all Inmates will sign in and out of the facility, and their location will be accounted for at all times. The procedure shall address a method for notifying facility staff when the Inmate has signed out of the facility and is due to return. The Vendor shall log the sign in/sign out process in WRIMS or on Form DC6-180, Sign Out Sheet for Community Activity or Furlough, pursuant to Rule 33-601.603, F.A.C.
GPM-079	The Vendor shall ensure that any Inmate who fails to remain within an approved designated area under the CRC's specified terms or fails to return to the CRC at the time prescribed, is placed on escape status. If, at any time, the Inmate cannot be located and his/her location is unknown to the Vendor's staff, the Vendor shall <u>immediately</u> notify the OIC at the Parent Institution. Personal property left by an escaped Inmate shall be secured, inventoried, and made available for the Parent Institution to pick up, and all remaining funds belonging to the Inmate shall be forwarded to the Parent Institution. A Disciplinary Report shall be initiated, in accordance with requirement GPM-102 of this ITN.
GPM-080	The Vendor shall maintain adequate security equipment, such as handcuffs, leg irons, waist chains (up to 10% of population), and flex cuffs (up to 100% of population), to ensure custody and control of the Inmate population in the event of an emergency. Proper control and inventory of security equipment shall always be maintained.
GPM-081	<p>The Vendor shall report all incidents to the Warden, or designee, of the Parent Institution, and the Department's Contract Manager, or designee, for final review within 24 hours of occurrence, or of the Vendor's knowledge of the incident, whichever occurs first. Reportable incidents include, but are not limited to, the following:</p> <ul style="list-style-type: none"> a. Incidents involving any use of force by a member of the Vendor's staff upon an Inmate; b. Significant staff disciplinary incidents, as defined by Department Procedure 602.008; c. Staff employment terminations; d. Any and all new staff arrests, regardless of offense; e. Physical or verbal threats; f. Assault by an Inmate upon another Inmate, Vendor's staff, citizens, employers, or others; g. Destruction of property; h. Inmate medical emergencies; and i. Incidents involving citizens, employers, Inmate families, and others. <p>The Vendor shall maintain all incident reports (Form DC6-210) at the CRC. The information collected shall include, but not be limited to, the name of the Inmate, visitor or staff involved in the incident, Department Identification Number (DC#) of the Inmate, nature and details of the incident, name of staff reporting the incident and disposition, if available. The Vendor's Incident Reports shall be filed, by month, in chronological order.</p>
GPM-082	<p><u>Inmate Trust Fund Accounts</u></p> <p>The Vendor shall open a non-interest-bearing trust account in a qualified public depository (bank) and shall provide for an accounting system of the Trust Account that has the capability of reflecting individual Inmate trust account (sub-account) detail balances, in accordance with the requirements outlined in this section. Pursuant to Section 944.516(1)(h), F.S., and Rule 33-203.201 F.A.C., the Vendor shall charge an administrative processing fee for banking services per Inmate, per month, in accordance with requirement GPM-087. The fees shall be collected from Inmates, and shall be retained by the Vendor, and the same amount shall be deducted by the Vendor from the monthly invoice submitted to the Department. The Vendor shall attach to each monthly invoice a statement summarizing all fees collected from Inmates for the month. Each fee shall be clearly itemized with the amount and a general description shown.</p>

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No.	Requirement
	<p>In managing the trust account, the Vendor shall be accountable for the control and administration of an Inmate's personal funds, in the same capacity and degree of responsibility, as required of the Department, under applicable State or federal law.</p> <p>The Vendor shall ensure that no Inmate be allowed to open any outside bank account while at the CRC, except as allowed by Rule 33-601.602, F.A.C.</p>
GPM-083	<p>The Vendor shall provide to the Department a report from an independent Certified Public Accounting (CPA) firm verifying that the Vendor's trust account and individual Inmate trust accounts accurately and completely reflect all deposits and deductions, using the template provided as Attachment XI. The audit shall be done in accordance with Generally Accepted Auditing Standards (GAAS) for independent auditors. The auditing reports shall contain a certification from the auditing firm that its findings are totally unbiased and independent of the Vendor's interest. The Vendor shall submit reports to the Department's Contract Manager, or designee, which are due to the Department within 30 calendar days after the end of every 12-month period of the Contract for the duration of the Contract, including any renewal period. Should the annual trust fund audit require a Corrective Action Plan (CAP), the trust fund audit will be required semi-annually.</p>
GPM-084	<p>The Vendor(s) shall post a surety bond in the amount of \$2,000 per bed for 80% of the contracted beds, to protect against the loss of Inmate funds. The surety bond shall be issued from a reliable Surety Company, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. The surety bond shall be accompanied by a duly authenticated Power of Attorney evidencing that the person executing the surety bond on behalf of the Surety Company has the authority to do so on the date of the surety bond. The surety bond shall be in effect for the term of the Contract, shall name the Department as the obligee, and shall be furnished to the Department's Contract Manager, or designee, within 10 business days of Contract execution. Upon any renewal of any Contract, the Vendor(s) shall provide proof that the surety bond has been renewed for the term of the entire renewal period.</p>
GPM-085	<p>The transfer of any balance of funds in Inmate trust fund accounts held by the Department will be forwarded, by the Department, in the form of a check to the Vendor within 15 business days after the transfer. Each transfer of funds will be accompanied by a report showing the detail of sub-account balances for each transfer.</p>
GPM-086	<p>The Vendor shall ensure that all funds received by Inmates are deposited in the Vendor's Trust Account. Funds shall include all funds the Inmate may receive from any other outside source. The Vendor shall provide each Inmate a receipt of all funds deposited.</p> <p>The Vendor shall monitor the subaccounts, in accordance with Generally Acceptable Accounting Principles (GAAP). Any abnormal deposit of funds shall be brought to the attention of the Department's Contract Manager, or designee.</p> <p>The Vendor's trust account shall accept Electronic Funds Transfer (EFT) for those Inmates who receive payment from an employer by EFT means. All information necessary to carry out an EFT shall be provided directly to employers by the Vendor, and at no time shall that information be available to the Inmate.</p>

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No.	Requirement
GPM-087	<p>Current Inmate financial obligation information at the time of an assignment will be verified by Department staff, prior to the Inmate being placed at the CRC. This information will be provided to the Vendor by the Department, with the Transfer Packet.</p> <p>Upon the Inmate's arrival at the CRC, the Vendor shall assist the Inmate in developing Section III, Budget Plan, a subsection of the PPP (Form DC6-118A) or in WRIMS. The Budget Plan shall outline planned deductions from the Inmate's Net Earnings.</p>
GPM-088	<p><u>Inmate Trust Fund Account Deductions</u></p> <p>The following list outlines different types of deductions that may be required:</p> <ol style="list-style-type: none"> a. Court Ordered Payment System (COPS) Obligations: For each Inmate assigned to the CRC, the Department will provide to the Vendor a written balance owed by the Inmate for restitution, court costs, fines, and other court ordered, and non-court ordered payments. For the purposes of this section, these specific balances owed by the Inmate will be referred to as the COPS Obligations. b. FDC Obligation: The Department will also provide, in writing, any balance of financial obligations owed by the Inmate to the Department. For the purposes of this section, this specific balance owed by the Inmate will be referred to as FDC Obligations. c. Transportation Fee: Inmates may be assessed a fee of three dollars (\$3.00), each way, for transportation to and from jobs, vocational, and educational programs, if the Vendor provides the transportation. d. Family Dependent Deduction: Payments ordered by the Department for the support of the Inmate's dependents, if applicable. e. Saving Deduction: The Inmate's plan for disbursement of earnings shall include a provision that a percent of the Net Earnings will be placed in savings for disbursement upon release, not to be less than 10% of the monthly Net Earnings. f. Other Authorized Deductions: The Inmate is responsible for expenses incurred for their medical/dental services, legal copying, prison litigation filing fees (when the Inmate has filed a lawsuit against the Department), and repayment for any loan provided to the Inmate by the Vendor. Other authorized deductions may be made in accordance with the amounts set forth in requirement GPM-087, Deduction Chart. g. Inmate Weekly Draw: In accordance with Rule 33-203.201(3), F.A.C., Inmates at the CRC with a sufficient balance in their individual Inmate Trust Account will be allowed to request a weekly cash allowance of up to \$100.00, as authorized by the Secretary of the Department, to be expended for personal use. The weekly draw amount may be increased or decreased upon written notice from the Department's Contract Manager, or designee. h. Special Withdrawals: After the Vendor retains the allowable subsistence fees, COPS and FDC Obligations, Family Assistance, Savings, and any Other Authorized Deductions, and provides for inmate weekly draws, CRC Inmates may be permitted to withdraw additional funds for any or all of the following purposes, if approved by the Vendor:

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No.	Requirement
	<ol style="list-style-type: none"> 1. To purchase certain tools or equipment, if required for approved employment purposes. Inmates are required to purchase these items from their own funds. If the Inmate does not have money upon arrival at the CRC, they may be granted an interest-free loan from the Vendor only in an amount sufficient to purchase the tools or equipment. If Inmates do not have the necessary clothing appropriate for the job they are seeking, the cost of such clothing should be taken into consideration when approving a loan; however, such money will not exceed \$75.00; 2. To make additional payments of restitution, fines, and court cost, or to comply with a civil judgement, if applicable; and 3. For any other legitimate personal expense outlined on the Budget Sheet of the PPP, including, but not limited to, additional deductions for family finance assistance such as electric bills, food costs, gifts for family members, or deposits required for housing expenses upon release, not otherwise included in the Family Dependent Deduction. <p>i. Banking Fee: Pursuant to Section 944.516, F.S., and Rule 33-203.201, F.A.C., Inmates shall be assessed an administrative processing fee for banking services per Inmate, per month. The fee shall be collected from the Inmate and retained by the Vendor, and the same amount shall be deducted by the Vendor from the monthly payment billing submitted to the Department.</p> <p>j. Collection of Subsistence: The Vendor shall assess employed Inmates a daily subsistence fee based on the proposed per diem rate. Subsistence fee shall not exceed 55% of the Inmate's weekly Net Earnings. The subsistence fee shall be collected and retained by the Vendor. The total combined subsistence fee and the Vendor's per diem rate shall not exceed the Department's total Inmate cost per day, as published annually in the Florida Department of Corrections Annual Report for the prior fiscal year, located on the Florida Department of Corrections' website. The Department will not be responsible for collecting any subsistence fees from the Inmate, including collection of unpaid or overdue amounts.</p> <p>Any modification to the maximum allowed amount of the subsistence fee must be accomplished by a formal Contract Amendment. Collection of the allowable subsistence fee will not decrease the Vendor's per diem payment rate, nor will failure to collect maximum subsistence fees increase the per diem payment rate.</p>

Deduction Chart:

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

GPM-089

Allowable Fees, Obligations and Deductions:	Required Amount of Deduction (if indicated on the PPP):	Method of Deduction/Retention in Accordance with the PPP:
Subsistence Fee	Maximum of 55% of Net Earnings	Retained by Vendor
Transportation Fee	\$3.00 each way, if Vendor provided	Retained by Vendor

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No.	Requirement		
	Banking Service Fee*	Not to exceed \$6.00 per month	Retained by Vendor (credited back to the Department)
	COPS Obligations	Not less than 10% of Net Earnings or balance owed	Remitted to Department monthly
	Family Dependent Deductions	Not less than 10% of Net Earnings or balance owed	Disbursed in accordance with the PPP
	Savings (for disbursement upon release)	Not less than 10% of Net Earnings	Retained in Trust Account and provided to Inmate upon release
	Other authorized Deductions	Maximum of 10% of Net Earnings for FDC obligations, vendor loans, medical/dental payment, legal copying, prison litigation expenses. Deductions until balance is \$0.00.	Disbursed in accordance with the PPP

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

Optional Deductions (if authorized on PPP and Funds Remain):	Requirements:	Method of Deduction/Retention in Accordance with PPP:
Inmate Weekly Draw	Not to Exceed \$100.00	Disbursed in accordance with the PPP
Special Withdrawals	If funds remain, as indicated on Budget Plan of PPP and indicated in Section II., 3.,6.,2., h., Special Withdrawals	Disbursed in accordance with the PPP

Anything remaining in the Inmate's Net Earnings will be retained in their trust account.

GPM-090	<p><u>Monthly Disbursement of Funds to FDC</u></p> <p>Remittance of Department Obligations: On or before the 15th business day of the month, the Vendor shall remit to the Department, from the Inmate trust fund account, all funds that were deducted for FDC obligations from the previous month. Remittance shall be made payable to the Department and submitted to the Florida Department of Corrections, Inmate Bank Section, P.O. Box 12100, Tallahassee, FL 32317. Remittance of funds shall be submitted with back-up documentation including the Inmate's name, Department Identification Number (DC#), and amount of funds remitted for each Inmate.</p> <p>Remittance of COPS Obligations: On or before the 15th business day of the month, the Vendor shall remit to the Department, from the Inmate Trust Fund Account, all funds deducted for COPS obligations (restitution, court costs, fines, and deductions made pursuant to court order) for the previous month. Remittance shall be made payable to the Department and submitted to the Florida Department of Corrections, Court-Ordered Payments Section, P.O. Box 12300, Tallahassee, FL 32317. Remittance</p>
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General Program Management Requirements (GPM)

No.	Requirement
	<p>of funds shall be submitted with back-up documentation including the Inmate's name, DC#, and amount of funds remitted for each Inmate.</p> <p>If the Vendor wishes to submit remittance to the Department through an EFT, the Vendor shall submit a written request to the Department's Court Ordered Payments Section, P.O. Box 12300, Tallahassee FL, 32317, to set up EFT account information.</p>
GPM-091	<p><u>Disbursement of Inmate funds upon Termination/Transfer or Release</u></p> <p>When an Inmate is terminated or transferred out of the CRC, out of the custody of the Vendor, and back into the physical custody of the Department, the Inmate's balance in the Trust Account at the time of termination or transfer shall be forwarded to the Department by the Vendor within 15 business days. All such funds shall be remitted to the Department's Inmate Trust Fund Section, P.O. Box 12100, Tallahassee, FL 32317, with a detailed report of current balance, deposits, and deductions.</p> <p>When an Inmate reaches End-of-Sentence (EOS) while at the Vendor's facility and is released from the custody and control of the Department, the Inmate's balance in the trust account at the time of discharge shall be made available to the Inmate by the Vendor. Account clearing may be conducted no more than 10 business days prior to EOS, to make funds available and to ensure proper deductions can be made from any final earnings deposited. The remaining funds must be forwarded to the released Inmate with 15 business days of EOS.</p>
GPM-092	<p><u>Healthcare Services</u></p> <p>Prior to the Inmate's placement in the CRC, the discharging FDC institution's Department's Healthcare Vendor staff will coordinate with CRC staff to link the Inmate with community healthcare services that meet the Inmate's clinical needs. The Vendor is not responsible for the provision of direct healthcare or for payment for healthcare, and related services, unless otherwise specified in this ITN. The Vendor is, however, responsible for ensuring the availability of, and access to healthcare services within the vicinity of the CRC, and through the Department for each Inmate, as prescribed in the documents included with the Inmate's Transfer Packet, and discussed prior to Inmate placement, including the continuity care plan, if applicable. Healthcare services include medical care, mental health services, dental service, pharmacy, or other services deemed necessary by the Department.</p>
GPM-093	<p>The Vendor shall utilize resources within the local area of the CRC for Inmate access to routine, as well as, emergency healthcare services, which shall include, as applicable, community hospitals, county health departments, community mental health centers, and pharmacies. The CRC's Parent Institution will provide access to the healthcare provided by the healthcare staff, contracted with the Department, at no cost to the CRC or to the Inmate (other than routine Inmate co-payment), as specified in requirement GPM-068.</p>
GPM-094	<p>The transferring FDC Institution's contracted healthcare staff will forward a completed Physician Advisor Referral (Form DC4-670) to the CRC with the Inmate. This form will include relevant medical or mental health information such as on-going treatment needs, pending appointments, physical, and mental health status, and medications. In the event the Inmate is HIV positive, an FDC pre-release HIV planner will ensure continuity of care upon placement and will make follow-up appointments at appropriate healthcare facilities within the general locale of the CRC.</p>

General Program Management Requirements (GPM)

No.	Requirement
GPM-095	The Vendor shall ensure the availability and accessibility of emergency medical services for work release Inmates within the community. Resources shall be identified to include emergency medical, dental, and mental health services. Unless a life-threatening emergency occurs, all off-site services that the Department's Healthcare Vendor(s) will be financially responsible for shall be coordinated with the Parent Institution's contracted Medical Director, or designee, who may then determine that the Inmate may be returned to the Parent Institution for treatment rather than receiving treatment in the Community.
GPM-096	The Department will make every attempt to complete the legislatively mandated pre-test and post-test HIV counseling and testing prior to CRC placement. However, lack of an EOS HIV test, when indicated, will not preclude placement in a CRC. If an Inmate arrives at a CRC, is within one (1) year of release, is not otherwise known to be HIV-positive, and/or has not received an HIV test within the previous year, the Department will provide for HIV pre-and post-test counseling and testing, prior to the Inmate's EOS. The Department's contracted Medical Director, or designee, at the Parent Institution will make arrangements to provide counseling and testing, as needed.
GPM-097	The Vendor shall coordinate any healthcare issues, routine or emergency, with the OIC of the Parent Institution who is responsible for coordinating with the appropriate contracted medical staff.
GPM-098	The Vendor shall seek an Inmate's termination from the CRC, if a CRC Inmate becomes unable to participate in programming due to medical or mental health reasons, in accordance with requirement GPM-070. The Parent Institution's contracted Medical Director, or designee, will make a determination, following examination and evaluation, regarding the termination.
GPM-099	The Vendor will provide transportation in the event of the return of a CRC Inmate to a Parent Institution for necessary healthcare that the CRC Inmate is not able to obtain in the community due to cost, whether for a specific appointment, or on a longer basis for further diagnosis or treatment. Arrangements for transportation to and from the Parent Institution for healthcare services must be coordinated with the OIC at the Parent Institution, as well as with the respective Institution's contracted Medical Director, or designee, such as the Health Services Administrator. Transportation for the CRC Inmate to obtain routine healthcare within the community shall be arranged by the CRC.
GPM-100	<p><u>Medication Management</u></p> <p>The Vendor shall provide an on-site mechanism for ensuring the secure maintenance of medications, as appropriate, whether for each Inmate as Keep-On-Person (KOP) medications, or for the facility to manage. Inmates may have prescription medications on their person, or in a secure and locked location for self-administration, except for controlled substances. The Inmate may be transported back to the Parent Institution to accommodate medication needs on a monthly basis, or the medications may be dispensed in a quantity sufficient for 90 calendar days.</p> <p>a. <u>KOP Medications</u>- Inmates may keep medications either on their person, (e.g., if the dose needs to be administered during lunch time or a program), or in a secured and locked location within the facility. Each Inmate should have an individual, personal locker, or some other storage area with the ability to be locked for the maintenance of medications for KOP.</p> <p>b. <u>Self-Administered</u>- Inmates who have need of controlled substances, even for a short time period during participation in the program, shall either be returned to the Parent Institution for the duration of the medication regimen, or the medications may be maintained at the CRC and provided to the Inmate by staff on a dose-by-dose basis. If the medications are maintained on-site, the Vendor shall ensure that they are kept locked at all times and only be accessed by designated staff. The Vendor's staff member who provides the medications to the Inmate shall provide the container to the Inmate at the appropriate time of administration and shall observe the Inmate removing the</p>

General Program Management Requirements (GPM)

No.	Requirement
	<p>correct dosage and swallowing the medications. Each dose shall be documented by the staff member with the Inmate's signature to indicate that the medication was received.</p> <p>c. <u>Tuberculosis (TB) Prophylaxis</u>- Inmates receiving medications for Tuberculosis (TB) prophylaxis shall manage their medications as KOP and shall ensure that these medications are locked and secure. In the event of suspected active Tuberculosis disease, the Inmate shall be returned to the Parent Institution immediately.</p> <p>d. <u>Over-the-Counter (OTC) Medications</u>- The Vendor shall provide certain designated OTC medications consistent with those provided by the Department's contracted healthcare staff in Parent Institutions. At a minimum, these medications include the following: Acetaminophen (oral analgesic), Alamag or comparable product (oral antacid), and Ibuprofen. Each OTC item provided by the Vendor to an Inmate, upon their request, shall be documented on an OTC Medication form maintained in a notebook or similar fashion, (i.e. DC4-797T, 797V, 797W). The OTC medications and the logs, during use and after completion, shall be maintained in a confidential and secure manner.</p> <p>e. <u>Inmate Purchase of OTC Medications</u>- Inmates may purchase OTC medications, and maintain these medications in their locker, or other secured location. The OTC medications may be purchased outside of the CRC and shall be reviewed and inspected by Vendor staff.</p> <p>f. <u>Ability to Pay for Prescriptions</u>- If the Inmate does not have health insurance, and his/her earnings are insufficient to support all expenses including room and board, restitution, child support, or other court-ordered obligations, then the Department will provide on-going medications at no expense to the Inmate. The medications may be provided to either the Inmate or the Vendor, depending upon the type of medication issued. If the CRC Inmate is uninsured, and is unable to pay for necessary prescription medications, the Inmate will receive those medications through the Parent Institution.</p> <p>g. <u>External Prescription</u>- If an Inmate is seen and evaluated within the community setting but is unable to pay for the medications as ordered, the prescription will be forwarded by the Vendor to the Parent Institution's Health Services Administrator (HSA), or designated provider. If the contracted HSA, or designated provider concurs with the recommended medication, the order will be rewritten by the HSA, or designated provider, and submitted to the Department for processing and filling. If the HSA, or designated provider disagrees with the recommended medications, the order may be re-evaluated, and a substitution drug ordered by the HSA, if appropriate. If a substitute medication is ordered by the HSA, it will be filled and provided through an FDC pharmacy.</p>
<p>GPM-101</p>	<p><u>Healthcare Services Financial Responsibility/Payment</u></p> <p>The Vendor is not responsible for costs associated with direct provision of healthcare, including prescription medication. The Vendor shall, however, be financially responsible for providing on-site availability of certain routine, over-the-counter, products as described in Requirement GPM-095, as this expense should be minor. CRC Inmates are directly responsible for the costs of their healthcare, including medications, based upon their ability to pay.</p> <ul style="list-style-type: none"> • <u>Employed (with Health Insurance)</u>: If an Inmate is employed and has health insurance accepted by a designated Healthcare Provider, third party reimbursement in the form of health

General Program Management Requirements (GPM)

No.	Requirement
	<p>insurance shall be utilized by the Inmate for payment for health services in the community setting. The financial responsibility is to be borne by the Inmate.</p> <p>If the CRC Inmate has insurance, the Inmate shall be responsible for all medication purchases to include payment of the relevant insurance co-pay for prescriptions. The Inmate should obtain medications through their insurance plan at a local pharmacy in the community. Transportation to a local pharmacy can be provided by the Vendor in accordance with Requirements GPM-007 and GPM-087.</p> <ul style="list-style-type: none"> • <u>Employed (without health Insurance)</u>: If the Inmate is employed but does not have health insurance, the Inmate is responsible for payment for healthcare based on their ability to pay as determined by the Vendor, in discussion with the HSA of the Parent Institution. Ability to pay is determined based on criteria including account balance, other financial obligations such as subsistence fee, restitution, child support, and the costs of services or medications. • <u>Unemployed</u>: If the Inmate has arrived at the CRC, but has not yet secured employment, the assigned Parent Institution's healthcare Vendor will provide necessary healthcare services, including medications. • <u>Workers' Compensation</u>: If the CRC Inmate is employed and injured on the job, care for their injury should be provided through the employer's workers' compensation insurance coverage. If health services are indicated that are not related to an on-the-job injury, care will be provided as described above, based upon health insurance coverage or lack thereof, and ability to pay. <p><u>Veterans' Administration (VA)</u>: In the event the Inmate is a veteran and is eligible for healthcare through the Veterans' Administration, the Inmate must utilize such services to the extent feasible. The Inmate is responsible for payment to the Veterans' Administration based on whether the care received is related to a service-related disability or charged on a sliding scale fee-for-service basis according to the Inmate's ability to pay. The Inmate is responsible for applying for VA benefits.</p>
GPM-102	<p>The Vendor shall route all Inmate Request Forms (DC6-236), that are not related to the operation of the facility, to the assigned Classification Officer of the Parent Institution, or designee, who will respond to the request and route it back to the Vendor, who will forward it to the Inmate. The Vendor shall respond in writing to all written requests that are related to the operation of the program. The Vendor shall retain a copy of all Inmate requests in the respective Inmates' case file.</p>
GPM-103	<p>In accordance with Rule 33-103, F.A.C., Inmate Grievances General Policy, the Vendor shall respond to all informal grievances submitted on a DC6-236 form that relate to the operation of the Program, procedures, staff activities or other related conditions. If a question arises as to the appropriate authority required to respond to an informal grievance, the Vendor shall contact the Warden of the Parent Institution, or designee, for direction. The Vendor shall provide a secure receptacle for the submission of formal grievances. The receptacle shall be clearly marked, and its location shall be noted in the Inmate Handbook, as well as during Inmate orientation. The key to the receptacle shall be restricted to the Department's Classification Officer assigned to the facility, who will be responsible for the retrieval and proper routing of formal grievances.</p>

General Program Management Requirements (GPM)

No.	Requirement
GPM-104	The Vendor shall ensure all disciplinary action be initiated in accordance with Rule 33-601.301-304, F.A.C., Inmate Discipline General Policy, Inmate Discipline Terminology and Definitions, Reporting Disciplinary Infractions and Preparation of Disciplinary Reports. The Vendor is authorized to write disciplinary reports for violations, pursuant to Rule 33-601.314, F.A.C., Rules of Prohibited Conduct and Penalties for Infractions. Copies of Corrective Consultations (CCs) written by the Vendor shall be distributed by the Vendor as follows: copy to the Inmate; copy to the Inmate's case file; original to the assigned Classification Officer at the Parent Institution, or designee. Disciplinary Reports initiated by the Vendor shall be forwarded to the OIC at the Parent Institution, or designee, as soon as possible after discovery of the violation. The Parent Institution shall ensure that the disciplinary report is processed in accordance with Rule 33-601, F.A.C.
GPM-105	The Classification Officer from the Parent Institution, responsible for the Inmate release processing, will interview Inmates scheduled for release at the Vendor's facility to initiate the release process. The Vendor will assist the Classification Officer by providing information and assistance as requested, and by scheduling the Inmates for interviews.
GPM-106	The Vendor shall establish a rating system, pursuant to Section 944.275, F.S. and Rules 33-603.402 and 33-601.101, F.A.C., as applicable, for incentive gain time awards. The Vendor shall provide gain time evaluations to the designated classification staff at the Parent Institution, no later than the fifth (5 th) calendar day of each month following the month of award. The Department will award gain time, pursuant to statutory authority, based upon the Inmate's participation in the Vendor's Program.
GPM-107	<p><u>Monthly Program Report</u></p> <p>The Vendor shall provide a Monthly Program Report in a Department-approved format. This Report shall include, but not be limited to, the following information and shall indicate the Inmate's name, DC number, date of program entry, and expected discharge date:</p> <ul style="list-style-type: none"> a. Number of Inmates in education programs; b. Number of Inmates in substance use disorder treatment programs; c. Number of Inmates in reentry programs and criminogenic programming; d. Number of Inmates engaging in employment skills classes; e. Number of furloughs and reason for each furlough; f. Number and type of disciplinary reports; g. Number and type of terminations (disciplinary, medical, request of Inmate, or other); h. Percentage of available Inmates employed; i. Funds collected for COPS (restitution and court costs) and the number of Inmates paying; j. Funds collected for child support and the number of Inmates paying; k. Funds collected for family support and the number of Inmates paying; l. Funds collected for savings; m. Funds collected for subsistence; n. Average funds paid for family support and the number of Inmates paying, not to include child support; and o. Average funds paid to Inmates on weekly draw and number of Inmates receiving weekly draw.
GPM-108	<p><u>Incident Reports</u></p> <p>The Vendor shall maintain a copy of all Incident Reports, form (DC6-210) at the CRC for a period not less than one calendar year, for review and reference. Vendor copies of the Incident Reports shall be filed by month in chronological order. Incidents shall be reported as required in requirement GPM-</p>

General Program Management Requirements (GPM)

No.	Requirement
	079, with the original report submitted to the Warden of the Parent Institution and a copy forwarded to the Department's Contract Manager, or designee.
GPM-109	<p><u>Staffing Report</u></p> <p>The Vendor shall submit to the Department's Contract Manager, or designee, on a bi-weekly basis, a Staffing Report in a Department-approved format. The report shall include, but is not limited to, staff member's name, position, new hires, transfers, terminations, vacant positions, and date of vacancies.</p>
GPM-110	<p><u>Miscellaneous Reports</u></p> <p>The Vendor shall maintain and file with the Department such progress, fiscal, and inventory reports, and other reports as the Department may require within the period of the Contract.</p>
GPM-111	<p><u>Ad Hoc Reports</u></p> <p>The Vendor shall provide the Department Ad Hoc reporting data, upon request of the Department's Contract Manager, or designee, or the Department's Office of Inspector General, or designee, within five (5) business days from the date of the request in a Department-approved format.</p>

General Program Management Requirements (GPM)

No.	Requirement
GPM-112	<p><u>Project Documentation</u></p> <p>In addition to the documents specified in requirement GPM-022 and GPM-105, the Vendor shall maintain the following records and documentation on-site, and available for review upon request by the Department’s Contract Manager, or designee.</p> <ol style="list-style-type: none"> a. Required Permits and Licenses-The Vendor shall maintain all permits and licenses required for the operation of the CRC at the facility for inspection by Department staff, upon request. b. Vendor Personnel Records-The Vendor shall maintain personnel records at the CRC on all active employees and those who were employed within the last 90 calendar days. For all other employees performing CRC services, and those who have been inactive for over 90 calendar days, the Vendor shall maintain their personnel records for at least five (5) years from the date of termination of employment at the CRC, or other location, identified by the Vendor. Copies of all records and documents shall be made available for the Department upon request, or no more than 48 hours after request (not including weekends and State Holidays), if stored at a different site location. In no event may this location be outside of the State of Florida. The personnel file must contain all documentation required by Rule 65D-30.004(4), F.A.C., Personnel Policies, Personnel Records, documentation of Department approval for the employee to provide services under any Contract, proof that the Level II Background Screening has been completed, copies of the required TB testing, and the required CPR/First Aid training. c. Clinical Charts- The Vendor shall maintain an individual clinical chart on each Inmate enrolled in Substance Use Disorder Treatment. The chart shall be maintained in accordance with Rule 65D-30, F.A.C., requirements and FDC policies. All clinical charts must be legible. d. Program Curricula- The Vendor shall maintain records of all curricula provided at the CRC. Program Curricula shall be made available to the Department, upon request. e. Contraband Log- The Vendor shall permanently maintain a Contraband Log Form (DC6-219) at the CRC of all contraband found in the possession of Inmates, visitors, or staff, pursuant to Requirement GPM-077 and any Contract. Contraband Logs shall be made available to the Department, upon request.
GPM-113	<p>The Vendor shall ensure that all employed Inmates have a minimum of three (3) job checks performed monthly. Two (2) of the job checks may be telephonic and at least one (1) must be completed in person. The Vendor shall enter all job checks, for every employed Inmate, into WRIMS within three (3) calendar days of the completion of the job check.</p>
GPM-114	<p>The Department shall maintain discretion over, and shall be responsible for the placement of, Inmates in the CRC facility. The Vendor shall ensure that all Inmates are eligible for employment within 14 days of arrival at the CRC facility. The Vendor shall notify the Department’s Contract Manager, or designee of any Inmate that is not eligible for employment within the 14-day timeframe. The Vendor is encouraged to assist Inmates in obtaining job placements that maximize Inmate earnings. Better jobs will result in higher hourly wages earned by the Inmates, resulting in maximized savings by the inmate and maximized subsistence fees to be retained by the Vendor. Subsistence fees are based on hourly rates of pay and deductions allowed after Net-Earnings.</p>

General Program Management Requirements (GPM)

No.	Requirement
GPM-115	The Vendor shall be required to utilize the Department's standardized forms, as required. A sample of all forms, except for two (2) or three (3) part colored copy forms, will be available from the Department, and may be duplicated as necessary for use by the Vendor. Any multi-part/colored form shall be available to the Vendor, upon request, from the Parent Institution.
GPM-116	The Vendor shall ensure the Inmate's complete medical record is forwarded to the Parent Institution.
GPM-117	The Vendor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations.
GPM-118	The Vendor shall transfer the transfer packet to the Parent Institution when the Inmate is moved or completes the Program.
GPM-119	As required by the Department, the Vendor shall complete Attachment XI, Independent Accountant's Report.

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3.7.2.1 General Program Management Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement	Financial Consequences
PM-001	All Inmate escapes shall be reported immediately, and within no more than 15 minutes of discovery, detection, notification, or observation of an escape, to the Department's designated OIC at the Parent Institution.	100% compliance	Per Occurrence	\$1,500 per occurrence, and \$500 for each additional 5-minute period after the initial 15 minutes
PM-002	All Inmate Trust Accounts shall accurately and completely reflect all appropriate deposits and deductions.	95% compliance	Annually (unless designated as bi-annual based on result of a CPA Annual Report)	\$5,000 per CPA Annual Report for outcome that does not meet or exceed 95%
PM-003	All Inmate tracking points will be reviewed daily and compared with the Inmate's approved daily schedule.	98% compliance	Monthly	\$500 for each percentage point below 98%
PM-004	The positions referenced in the Vendor Staffing Requirements (excluding the Clinical Supervisor/Qualified Professional and the Program Facilitator/Instructor), if vacant, must be filled within 60 calendar days from vacancy.	100% compliance	Bi-Weekly	\$160 daily beginning on the 61 st day until vacancy is filled by an interim or permanent employee (unless exception is approved in writing by the Department)

Performance Measures (PM)				
No.	Description	Expectation	Measurement	Financial Consequences
PM-005	The Vendor shall correct deficiencies identified during a monitoring review, or site visit, as requiring a CAP.	100% of all deficiencies identified will be corrected within the time frame indicated on a CAP	Per CAP upon subsequent review or site visit	1% of the annual Contract value for each CAP where a repeated deficiency occurs and is not corrected.
PM-006	All inmates at the CRC who are eligible for employment are employed in the community	75% compliance	Monthly	\$500 for each employment-eligible inmate that is unemployed that causes the percentage of employed, employment-eligible inmates to fall below 75%

3.7.2.2 General Program Management Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirement(s), as applicable)
DEL-GPM-1 Staffing Plan and Schedule	Bi-weekly	The Vendor's Staffing Plan and Schedule shall be approved by the Quality Assurance Manager, or designee.
DEL-GPM-2 Monthly Program Report	15 th of the month (along with monthly invoice) following the month during which service are provided	The Vendor shall submit the Monthly Program Report to the Department's Contract Manager, or designee, along with the monthly invoice.
DEL-GPM-3 Ad Hoc Reports	Within five (5) days from date of the request	The Vendor shall provide the Department ad hoc reporting data, upon request of the Department's Contract Manager, or designee, or the Department's Office of Inspector General, or designee.
DEL-GPM-4 Auditing Report	Within 60 days after the end of every 12-month period	The Vendor shall submit Trust Account Audit reports to the Department's Contract Manager, or designee.

3.7.3 Programming Services

3.7.3.1 Description

Each Inmate at the CRC shall be assessed and enrolled in individualized programming to address criminogenic factors and/or outpatient substance use disorder services based on identified need while participating in paid employment. Services will include employability skills, licensed outpatient substance use disorder treatment services, cognitive-behavioral interventions, such as Thinking for a Change (T4C) or Moral Reconciliation Therapy (MRT), parenting, family reunification, anger management, mentoring, budgeting, victim awareness, and related transition services to enhance the Inmate's successful reintegration back into society. Each Inmate's required services will be documented in their Personal Program Plan.

All curricula used must be evidenced-based and approved by the Department's Contract Manager, or designee, in advance of implementation.

3.7.3.2 How Service is Provided Today

Today, the Department contracts with multiple vendors to provide limited program services during the period of paid employment. It is the Department's intent to better prepare all Inmates for transition into the community. Most core program services will be provided behind the fence to all custody levels, allowing Inmates that would not previously have the opportunity to complete programming to do so and thereby work to systematically reduce their custody giving them an opportunity to engage in community-based programs.

3.7.3.3 Programming Requirements

Programming Requirements (PR)	
No.	Requirement
PR-001	<p>Vendors must provide programming and services to Inmates engaging in paid employment at the center. Programming shall be individualized based on a needs assessment and address the criminogenic needs of the Inmate that provide development of independent living skills and economic self-sufficiency gained through meaningful employment. These services shall include:</p> <ol style="list-style-type: none"> Licensed outpatient substance use disorder treatment; Alumni groups for substance use disorder treatment; Cognitive Behavioral Intervention (i.e. Thinking for a Change, MRT, etc.); Anger Management; Compass 100; Parenting and Family Reunification; and Victim Awareness.
PR-002	<p><u>Employment Reentry Skills and Job Placement/Retention/ Advancement</u></p> <p>The Vendor shall offer a curriculum(s) and assist Inmates with the development of job readiness skills, job search skills, job retention skills, and job changes/advancement skills such as:</p> <ol style="list-style-type: none"> Completing job applications; Appropriate interviewing techniques; Realistic expectations about salary, hours, and benefits; Acceptable grooming, personal hygiene, demeanor, and attitude; Satisfactory presence on a job; Following rules and regulations; Getting along with supervisor(s) and co-workers; Desirable work habits and attributes; When job changes are appropriate; Proper steps for leaving/terminating jobs; and Strategies for seeking job advancement and promotions.
PR-003	<p>The Vendor shall assist Inmates with obtaining a Driver's License, Birth Certificate, State ID and/or a Social Security card, if necessary. This assistance shall be provided, on an ongoing basis throughout the Inmate's participation in the CRC. All cost associated with obtaining this information will be paid for by the Inmate, however the Vendor can provide</p>

Programming Requirements (PR)	
No.	Requirement
	a loan to the Inmate and collect the payment back at not more than 10% with paid employment income.
PR-004	Through business relationships with public and private employers, trade and vocational schools, and employment referral services in the community, the Vendor shall facilitate meaningful opportunities for employment and training. Inmates engaged in vocational and/or educational training programs shall be required to maintain paid full-time employment (minimum of 32 hours per week).
PR-005	All Inmates at the CRC shall engage in the development or review of their existing comprehensive Readiness and Community Transition Plan prior to their release from the CRC. The Vendor's program staff must approve the Plan. A copy shall be placed in the Inmate's classification file located at the CRC.
PR-006	The Vendor shall provide licensed outpatient substance use disorder services to any Inmate who arrives at the CRC and demonstrates a clinical need for such services. Outpatient treatment services shall be provided in accordance with Rule 65D-30, F.A.C.
PR-007	The Vendor shall provide weekly Alumni Groups for Inmates who have completed the outpatient component. These groups may be peer-led but facilitated by counseling staff. Inmates shall be required to attend these support groups, or other self-help group model of addiction recovery, until their release from the facility. This service does not require licensure by the Department of Children and Families (DCF).
PR-008	The Vendor shall comply with the Department's Procedures 507.202, <i>Substance Abuse Programs Admissions-Institutions</i> , and 507.203, <i>Substance Abuse Program Completion or Termination-Institutions</i> , and any revisions or updates, when admitting, discharging, or re-admitting Inmates to the program.
PR-009	The Vendor shall ensure that each Inmate signs any/all appropriate forms authorizing the Department to have required access to Inmate information. In order to release information to employers or service providers, the Vendor shall obtain a release of information from the Inmate utilizing Department Form DC4-711B. The Vendor shall adhere to Rule 33-601.901, F.A.C., Confidential Records.
PR-010	The Vendor's Clinical Supervisor, or designee, as described in GPM-026, is responsible for ensuring that all clinical files are complete and current, that information in each file is protected with respect to confidentiality laws, and that auditing of the files occurs on a regularly scheduled basis. The Vendor shall also ensure that information contained in all clinical files is consistent with information entered in OBIS. The Department will provide the Vendor with current information from OBIS in either hard copy format, electronic copy, or by allowing electronic access. The Department's Contract Manager, or designee, will coordinate electronic access.
PR-011	The Vendor shall be responsible for maintenance of all Program records, including but not limited to, a monthly enrollment and discharge report, program service plans, progress notes, releases and recommendations, in accordance with Chapter 397, F.S., Rule 65D-30, F.A.C., and Department Procedures/Manuals and their updates. A clinical file shall be established, by the Vendor, for every Inmate enrolled in the Program. In addition, the Vendor shall comply with all rules established by the Department concerning record keeping, including the sole use of Department-approved program forms. All clinical files shall be maintained in a secure file cabinet, at the CRC location in accordance with Department Procedures 507.401 <i>Substance</i>

Programming Requirements (PR)	
No.	Requirement
	<i>Use Clinical Records and 507.402 Substance Use Clinical Record Transfer - Institutions.</i>
PR-012	For Inmates engaging in substance use programming, the Vendor shall be required to utilize Texas Christian University (TCU) "Client Evaluation of Self and Treatment (CEST)". The CEST scales provide a baseline for monitoring Inmate performance and psychosocial changes during treatment, both at the Inmate level and the overall program level. Besides motivation, psychological, and social functioning, Inmate self-ratings also are obtained on treatment needs, services received, treatment satisfaction, counseling rapport, treatment participation, peer support, and (outside) social support; all representing indicators related to outcomes during and following treatment. Repeated assessments over time provide a basis for monitoring Inmate change and case planning.
PR-013	<p>The Vendor shall ensure that the substance use disorder treatment programming clinical supervision is conducted by a "Qualified Professional", in accordance with Chapter 397.416, F.S. The Clinical Supervisors (Qualified Professional) shall provide on-site clinical supervision to substance use disorder counselors no less than four (4) hours per month, per counselor. Clinical supervision shall, at a minimum, include the following:</p> <ul style="list-style-type: none"> a. One (1) individual, face-to-face interview for one (1) hour duration with each Counselor to discuss clinical problems, program issues, and training needs. This interview shall be documented and signed by the Counselor and the Clinical Supervisors and shall be available for review upon the Department's request. b. One (1) hour observing group or individual counseling, conducted by each primary Counselor. Documentation of the observation shall be signed and dated by the Counselor and Clinical Supervisors and shall be available for review upon the Department's request. c. Review of clinical charts shall be signed, dated and credentialed by the Clinical Supervisors, in accordance with Rule 65D-30, F.A.C. and Chapter 397.416, F.S. In addition, a minimum of five (5) charts or 10% of the program's total charts, whichever is greater, must be reviewed monthly. The Clinical Supervisors shall document the results of this review and submit the results with the clinical supervision report. The Clinical Supervisors shall be responsible for the overall quality of each clinical file.
PR-014	The Vendor shall provide the statutorily mandated Compass 100 Program, a 100-hour comprehensive transition course that covers job readiness and life management skills, or a Department-approved equivalent, to all Inmates who arrived at the facility without receiving this required programming, in accordance to Section 944.7065, F.S.
PR-015	The Vendor's staff at the CRC shall provide Thinking for A Change, MRT, or approved equivalent programming to all Inmates with an identified need for cognitive behavioral intervention that have not successfully completed the program during their current incarceration. The Vendor is responsible for all costs related to the training and the delivery of this evidence-based curriculum. Training must be provided by a certified Thinking for A Change or MRT facilitator/ trainer.

Programming Requirements (PR)	
No.	Requirement
PR-016	The Vendor shall provide parenting programming to Inmates with an identified need, using a Department-approved evidence-based curriculum. Family Reunification sessions, in coordination with Department staff, may be offered for Inmates' family members, as needed, and clinically appropriate, and in accordance with Rule 33-601, F.A.C., regarding visitation.
PR-017	The Vendor shall provide anger management programming to Inmates with an identified need. The Vendor shall use a Department-approved evidence-based curriculum.
PR-018	The Vendor shall provide victim awareness programming to Inmates with an identified need. The Vendor shall use an evidence-based curriculum approved by the Department.
PR-019	<u>Faith Based Activities</u> The Vendor shall provide access to non-denominational and denominational services for Inmates a minimum of one (1) time per week, not to exceed three (3) hours in duration, as directed in Rule 33-601.602, F.A.C.

3.7.3.4 Programming Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequences
PM-020	All Inmates enrolled in Outpatient treatment will successfully complete treatment by discharge.	80% compliance	Quarterly	One quarter percent (.25%) of the annual Contract value in the month following the end of the quarter if achievement does not meet or exceed 80%. These months are October, January, April, and July.

3.7.3.5 Programing Deliverables

Deliverable	Due Date	Description
DEL-PR-1 Inmate Program Enrollment	Quarterly	Quarterly Inmate enrollment, program service plans, attendance rosters, and progress notes.
DEL-PR-2 Outpatient Enrollment and Discharge	Quarterly	Quarterly Individual Service Plan achievement status for all Inmates enrolled in the Outpatient component that have been successfully discharged from the Program.
DEL-PR-3 Criminal Thinking Assessment	Quarterly	Quarterly criminal rationalization risk assessment for all Inmates that successfully complete Thinking for a Change, MRT, and/or other evidence-based cognitive-behavioral intervention.

3.7.4 Program Facility Services

3.7.4.1 Description

The Vendor shall ensure that any facility and location proposed is approved for the purposes outlined in this ITN and shall be appropriately zoned to house State Inmates. Compliance with these zoning codes shall be evidenced by written documentation from the appropriate zoning board(s). The delivery of services at the facility shall be performed in a manner that ensures Department program Inmates are kept separate from non-Department participants during all service activities, including meals, and are housed on separate floors or otherwise separated in their housing assignments. The facility and location shall meet all State, county, and city zoning, permitting and licensing prior to the Contract execution, as well as any other requirements necessary to operate the facility. Documentation of compliance shall be provided prior to the Contract execution. Successful Vendors, pursuant to this ITN, shall provide such documentation (or changes or revision thereto) to the Department's Contract Manager, or designee, upon request, at any time during the Contract period. The Vendor shall notify the Department of any action, including, but not limited to, a foreclosure action, which might affect the Vendor's legal entitlement to be in or possess the facility. This notice shall be made within 72 hours of any such action.

3.7.4.2 Program Facility Requirements

Program Facility Requirements (PFR)	
No.	Requirement
PFR-001	<p>The Vendor shall provide services in a clean, safe facility and all components of the site shall be maintained in good repair, and in proper working order at all times. The Vendor shall provide, at no cost to the Inmate, the following for Vendor-Provided Facilities:</p> <ol style="list-style-type: none"> a. Facility with capacity to provide three (3) balanced and nutritious meals per day, served on-site to Inmates and prepared on-site by the Vendor, or prepared off-site by a food service establishment, operating in accordance with all applicable State, and county licensing requirements. b. Segregated Housing, separating males from females and offenders on probation from Inmates, that includes electricity, central heating, air conditioning, and running water (both hot and cold) for Inmates in the CRC Program. c. A fully equipped kitchen and dining area in which food may be prepared, served, and consumed. The kitchen area shall meet the minimum square feet per Inmate requirements, as set forth by the American Correctional Association (ACA) and local/State health code requirements; the dining area shall be a minimum of four (4) square feet per Inmate, based on maximum occupancy at all times. The dining area may be used for multiple purposes such as visitation, classroom teaching, and program services, but not while meals are being consumed. A fully equipped kitchen is not required if the Vendor chooses to provide subcontracted prepared food service delivery. d. A minimum of 37 ½ square feet of sleeping space per Inmate is required, with adequate lighting, and ventilation, of which 15 square feet shall be unencumbered living space and segregated for the Inmates in the CRC. Adequate clothing storage space is to be provided for each Inmate. All living and sleeping space shall be maintained in a clean, safe, attractive manner, to approximate a home living appearance. e. Adequate space to accommodate segregated living, and program activities; including group rooms, educational space, staff offices, and indoor recreation activities for the Inmates in the CRC.

Program Facility Requirements (PFR)

No.	Requirement
	<ul style="list-style-type: none"> f. Adequate segregated visiting space for the Inmates, including identified space for inclement weather conditions, and an area conducive for children to engage in activities with their parents or siblings. g. Access to on-site telephone service with a sufficient number of telephones for Inmate use. Telephone service must be provided in accordance with Rule 33-602.205, F.A.C., Inmate Telephone Use. Inmates assigned to a CRC, in accordance with Rule 33-601.602, F.A.C., Community Release Programs and Department Procedure 602.047, are authorized to possess one (1) cell phone each to assist them in setting up job interviews, cementing family relationships, and establishing contacts necessary to increase their chances for successful reentry into the community. h. A minimum of one (1) operable toilet with one (1) sink and one (1) bathing facility for every eight (8) Inmates. i. A pest control program for the prevention of vermin, insects, and other pests. j. Each Inmate shall have an individual, personal locker that can be locked. k. The Vendor shall provide, to the maximum extent possible, a facility that is in close proximity to public transportation, community resources, and employment opportunities. l. The Vendor shall be responsible for all costs associated with repairs and maintenance of the facility and shall ensure that funds are available and dedicated to ensuring the total safety and satisfactory maintenance, upkeep, appearance, and sanitation of the facility and grounds.
<p align="center">PFR-002</p>	<p>The Vendor shall provide the following for either Department-owned facilities or Vendor-provided:</p> <ul style="list-style-type: none"> a. 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 provisions. b. The Vendor shall arrange for inspections and testing of all alarms and fire extinguishing equipment at least annually, or more frequently, as required by local code, permitting or licensure. c. Office space available for use by Department staff that allows for confidential business to be conducted. The Vendor shall also provide access to a phone and internet access in this office space and ensure Inmates do not have access to this space except when being interviewed by Department staff. d. Approved linens including pillowcases, sheets, blankets, towels, washcloths, and bedding, including a flame-retardant pillow and mattress, are to be supplied to each Inmate. Linens shall be appropriate for summer and winter comfort zones. Hygiene items, for the maintenance of personal hygiene, are to be supplied, in accordance with Rule 33-602.101, F.A.C. Inmates with sufficient funds available may provide their own personal hygiene items such as soap and deodorant. e. If public transportation is not available, the Vendor shall assist Inmates with transportation needs for job interviews, employment, educational, and vocational training, at a cost to the Inmate not to exceed \$3.00 each way. f. A minimum of one (1) appropriately stocked first aid kit for every 25 Inmates. The first aid kits must be located throughout the facility. g. A minimum of one (1) bloodborne pathogen exposure control and clean up kit for every 25 Inmates. These kits must be located throughout the facility where Inmates live or receive services (i.e., control room, kitchen, and program area). h. Laundry equipment (washer, dryer, and detergent vending) for Inmate use shall be maintained at a level to address the needs of the facility. Any equipment provided by the Vendor for these services may be coin operated, and the Vendor may retain any

Program Facility Requirements (PFR)	
No.	Requirement
	<p>revenue generated by said equipment. The cost charged to an Inmate for use of the laundry vending equipment shall be in accordance with the market rate of the area and is subject to Department approval. The price shall be reviewed by the Department during the bi-annual Contract Monitoring.</p> <p>i. Monthly maintenance inspections, with prompt correction of any facility deficiencies at Vendor-owned centers, or prompt notification of the Parent Institution's Warden, or designee, for any observed issues.</p>
PFR-003	<p>The Vendor shall be responsible for maintaining all equipment and materials as described in this ITN, and the Contract, related to the operation of the CRC facility and related transitional services, including, but not limited to: office furniture and chairs, cleaning equipment and supplies, household supplies, bedding, flame retardant pillows and mattresses, light bulbs, laundry equipment, Inmate telephones and telephone services, Program curriculum and recreational materials, food, food preparation or services, and all materials necessary to perform required administrative functions (e.g., office space, office supplies, forms, telephones, supplies, and preparation of documents).</p>
PFR-004	<p>The Vendor shall be responsible for all utility, telephone, and data line costs associated with the facility. Utility, telephone, and internet service accounts shall be in the Vendor's name.</p>
PFR-005	<p>Vendor-Provided CRCs The maintenance and repair of the facility shall be the responsibility of the Vendor. The Vendor will be required to provide routine maintenance and upkeep in all areas including, but not limited to, the following:</p> <ol style="list-style-type: none"> a. Roof; b. Doors, Windows, Locks, etc.; c. Central Heating and Air Conditioning; d. Kitchen equipment/dining furnishings; e. Electrical and Plumbing; f. Flooring; g. Painted Surfaces; h. Inmate Beds and Lockers; i. Common Area and Dayroom furnishings; j. Office Phones; k. Vermin/Pest Control; l. Fire Extinguishing Equipment; m. Fire Alarms; n. Inspection & testing of safety equipment; and o. Monthly inspections of facility for maintenance needs
PFR-006	<p><u>Department-Owned CRCs</u> At Department-owned CRC's, the Vendor will be responsible for any capital repair up to \$2,500 per repair. If funds are available, the Department will fund the balance above \$2,500. If no funds are available, the Department's Contract Manager, or designee, will work with the Office of Financial Management to request funding.</p> <p>If approved to move forward with a repair over \$2,500, the Vendor will solicit two (2) quotes for the repair from local contractors and will submit the quotes to the Department's Contract Manager, or designee, for approval prior to work being performed. Upon completion of the repair, the Vendor will submit the repair invoice with the next monthly invoice for services for reimbursement of the amount exceeding \$2,500.</p>

Program Facility Requirements (PFR)	
No.	Requirement
	The Vendor will also be required to provide routine maintenance and upkeep in all areas listed in PFR-005.

3.7.5 Information Technology Software Services

3.7.5.1 Description

To assist in the facilitation of a successful CRC, the Department has developed and will maintain a software application for use by the Vendor. The software application is known as the Work Release Information Management System (WRIMS). The application shall be used for operational purposes related to the provision of services under the Contract and will provide Inmate information, automation of daily program operations, electronic communications, forms, data collection capability, and rules and procedures pertinent to the operation of a CRC. The WRIMS application is required to be used by the Vendor to communicate general status changes, updates, and logging of daily activities at the facility. In addition to maintaining and communicating general status changes, the application provides a means of capturing specific data required for mandatory reporting. Data for monthly and quarterly reporting requirements, as well as, monitoring statistics shall be entered into the application by the Vendor's staff and reports shall be generated based on established timeframes. Application training for the Vendor's staff will be provided by the Department.

The Vendor shall comply with the Department's Procedure 206.004, *Internet Services*, which covers guidelines for intranet/internet usage, and Procedure 206.007, *User Security for Information Systems*, which covers required User ID procedures. The Department may immediately cancel access to this application if it is misused by the Vendor's staff or its agents. This system is managed by the Department's Information Technology staff including system installation, availability, maintenance, and help desk functions directly related to the application and security. No other person can troubleshoot or modify this application. Access to personal computers and/or the WRIMS application is restricted to authorized Department and Vendor staff.

3.7.5.2 Information Technology Software Requirements

Information Technology Software (ITS)	
No.	Requirement
ITS-001	The Vendor is responsible for providing their own equipment, computing devices, data network, and connectivity devices. The Vendor will allow Department staff stationed at their facility, to use the Vendor data network. The Department will maintain administrative control, over any aspect of this service, within its corrections environment, to the degree necessary to maintain compliance with the U.S. Department of Justice (USDOJ), Criminal Justice Information Services (CJIS) Security Policy.

ITS-002	The Vendor and their staff will be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information. No disclosure or destruction of any Department data can occur without prior express consent from the Department's Contract Manager, or designee. Access to Department information resources will require use of the Department's Security Access Request (SAR) application, when applicable. Access to the Department's information network requires a Level II background check, in accordance with Department Procedure 208.054, and as described in Section 435.04, F.S. All employees must have a Level II background check completed within 10 calendar days of the Department's approval to hire the employee.
ITS-003	It is the Vendor's responsibility to maintain knowledge of and compliance with relevant and applicable Department procedures. The Vendor shall agree to comply to any applicable requirement necessary to the Department's compliance with local, State, and federal code or law. The Department is entitled to any information related to the Department or services delivered as a result of, or in participation with, the services outlined in this ITN. The Vendor shall provide any requested information in a Department-approved format.
ITS-004	Any access to the Department's network from an outside non-law enforcement entity must be done via the Department's remote access Virtual Portal Network (VPN). This service is provided by the Department. Once the Vendor has made the request through the normal Department contacts, the Department will require a copy of their security policies and a network diagram. After review by the Department's network staff and information security staff, the Department's Chief Information Officer will make the final decision on granting access.
ITS-005	The Vendor may not access any resource or download any software from the Department's information network without prior approval from the Department. The Vendor's workstations, accessing the Department's information network via the Department's remote access VPN, must operate Windows 10, or more recent operating system. The Vendor's workstations accessing the Department's information network via the VPN must use password protected screen savers that are enabled and configured for no more than 15 minutes of inactivity. The Vendor shall be responsible for payment to the Department, for a one (1) time user fee in the amount of \$100.00, per user, for Juniper VPN access.
ITS-006	The Vendor's staff, with VPN access privileges to the Department's network, shall not use non-Department email accounts (i.e., Hotmail, Yahoo, AOL), or other external information resources to conduct Department business, thereby ensuring a reduced risk to Department data and ensuring that Department business is never confused with personal business.
ITS-007	The Department bears no responsibility if the installation of VPN software, or the use of any remote access systems, causes system lockups, crashes or complete or partial data loss on the Vendor's computing or network equipment. The Vendor is solely responsible for protecting and backing up all data present on its computing and network equipment and compliance with all regulatory legislation.
ITS-008	When VPN access is requested, the Vendor must also present an accurate and complete description of the Vendor's information network, including all permanent and temporary remote connections made from and to the Vendor's network, for the Department's review. Any access or connection to the Department's network, not approved by the Department, is strictly prohibited.

ITS-009	It is the responsibility of authorized users with VPN privileges to ensure that unauthorized persons are not allowed access to the Department's network. At no time should any authorized user provide their user ID or password to anyone, including supervisors and family members. All users are responsible for the communications conducted by their workstations through the VPN connection to the Department. Any attempt to fraudulently access, test, measure or operate unapproved software on the Department's network is strictly prohibited. The use of any software capable of capturing information network packets for display, or any other use, is prohibited without the express consent of the Department's Office of Information Technology.
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SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Vendors

The General Instructions to Vendors are outlined in Form PUR 1001, a downloadable document, incorporated by reference in this ITN. Any terms and conditions set forth within this ITN shall supersede any and all conflicting terms and conditions set forth within Form PUR 1001. There is no need to return this document with the response. Form PUR 1001 may be viewed at the following link:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

4.2 Procurement Officer

Questions related to the procurement should be addressed to:

Charlotte Shorter-Rumlin, Procurement Officer

Bureau of Procurement
Office of Financial Management
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399
Telephone: (850) 717-3700
Email: purchasing@fdc.myflorida.com

4.3 Questions

Pursuant to Section 287.057(23), F.S., Vendors who intend to respond to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting of the Notice of Agency Decision (excluding Saturdays, Sundays, and State holidays), any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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

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

4.4 Special Accommodations

Any person with a qualified disability requiring special accommodations at a public meeting, oral presentation and/or opening should call the Bureau of Procurement at (850) 717-3700 or email at purchasing@fdc.myflorida.com, at least five (5) business days prior to the event. If you are hearing or speech impaired, please contact the Bureau of Procurement by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

4.5 Alternate Provisions and Conditions

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

4.6 Reply Bond

Each Vendor is required to submit a Certified Check, Cashier's Check or Reply bond in the amount of \$10,000 per CRC location, along with their Reply. If submitting a bond, rather than a check, the Department requires the Vendor's surety company to complete Attachment XII, Reply Bond Form. The bond shall be issued by a reliable Surety Company that has been in business with a record of successful continuous operation for at least five (5) years and is authorized to do business in the State of Florida. Provided Reply bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision cancelling the solicitation or rejecting all Replies. The check/bond shall be payable to the Florida Department of Corrections. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply. The check/bond will be returned to unsuccessful Vendors upon the execution of a Contract with the Successful Vendor or upon cancellation of the solicitation. The check/bond of the Successful Vendor will be retained until the Contract is executed and the Department receives the required performance bond. The Reply check/bond will be forfeited to the Department if the Vendor fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when required to do so by the Department. Negotiable instruments submitted will be deposited into the State Treasury. After execution of the Contract, return of any funds submitted pursuant to Section 4.6, will be accomplished by issuing a warrant made payable to the Vendor within five (5) business days. Any request for withdrawal of a submitted Reply, requested after five (5) business days will be subject to provisions of this section.

4.7 Value-Added Services

Any Value-Added Service offered by the Vendor, if accepted by the Department, will become a requirement and be part of the minimum service specifications included in the Contract. The Vendor should provide with their Responsive Reply, a detailed description of any Value-Added Services the Vendor is offering the Department. Value-Added Services are provided at no cost to the Department. An example would be, "the Vendor will provide an industry vocational certification." These services would be in addition to those services that meet the minimum service requirements and specifications of this ITN.

4.8 Pass/Fail Mandatory Responsiveness Requirements

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

- a) All data generated, used or stored by the Vendor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States;

- b) The Vendor has at least three (3) years of business/corporate experience within the last five (5) years in the provision of criminal justice/reentry/work release type programs with substance use disorders, education and vocational components in a correctional or security/law enforcement setting;
- c) The Vendor's proposed offering and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.);
- d) The Vendor will act as the exclusive Vendor to the Department for all services provided under the resultant the Contract(s) and will be the second party in the Contract.
- e) As required in Tab A, the Vendor must be able to demonstrate their ability to meet the performance bond requirements of Section 5.31 of this ITN, prior to execution of the Contract.
- f) The Vendor shall deliver to the Department a Reply bond or check in the amount of \$10,000 per CRC location for which the Vendor is submitting a Reply. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.
- g) As required in Attachment III, Pass/Fail Requirement Certification and Non-Collusion Certification, the Vendor attests to its positive financial standing and that the Vendor's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4, verified by submitting a copy of their score with their Reply.

Failure to meet these responsiveness requirements will cause a rejection of a Reply. Any Reply rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

4.9 Submission of Replies

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

Vendors are responsible for submitting their Replies to this ITN to the Procurement Officer by the date and time specified in Timeline of this solicitation. The Department will not consider late Replies. In Reply to this ITN, each Vendor shall:

- a) Submit the Technical Reply and the Cost Reply in separately sealed packages.
- b) Submit one (1) signed original plus five (5) hardcopies of the Technical Reply, sealed separately from the Cost Reply.
- c) Submit one (1) signed original plus five (5) hardcopies of the Cost Reply, sealed separately from the Technical Reply. Please note the Cost Reply may be shipped along with the Technical Reply if it is sealed separately within the same shipping package.
- d) Submit six (6) searchable electronic copies of the Technical Reply on CD-ROM or flash drive. In the event of differences between the electronic copy and the original written version, the written version will prevail.
- e) Submit six (6) searchable electronic copies of the Cost Reply on CD-ROM or flash drive separate from the Technical Reply. In the event of differences between the electronic copy and the original written version, the written version will prevail.
- f) If the Vendor believes its Technical Reply contains information that is confidential, trade secret, or otherwise not subject to disclosure, the Vendor shall submit one (1) redacted electronic

version of the Technical Reply, provided on CD-ROM or flash drive. The redacted electronic copy shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. In the event the Department receives a public records request for this information the Department will be able to respond to such request by providing a copy of the redacted electronic version of the Vendor's Reply. The Department will rely upon the Vendor submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, the Department is authorized to produce the entire documents, data, or records submitted by the Vendor in answer to a public records request for these records.

- g) Sealed packages to be delivered shall be clearly marked with the solicitation number, company name, due date and time, and identify which package(s) contains the Technical Reply and Cost Reply.
- h) Submitted hardcopies contained in the sealed packages are to be clearly marked on the front cover of both the original and copies, with the Vendor's company name, solicitation number, and whether it is the Technical or Cost Reply. Hardcopies should be numbered one (1) – six (6), in sequential order for ease of tracking.

4.10 Contents of Reply Submittals

Replies are to be organized in TABs as directed below. Vendors shall complete each TAB entirely or the Vendor may be deemed not responsive. Material deviations cannot be waived and shall be the basis for rejection of a Reply. A minor irregularity will not result in a rejection of a Reply.

The Reply shall be organized as follows:

TAB A Cover Letter with Contact Information, Executive Summary, Pass/Fail Certification and Performance Bond/Irrevocable Letter of Credit Letter (Limit 15 pages)

- **TAB A** shall contain a cover letter on the Vendor's letterhead with contact information and the name and signature of the representative of the responding organization authorized to legally obligate the Vendor to provide the services. The cover letter must state that the Vendor agrees to provide the services as described in the ITN. Also, **TAB A** shall contain an executive summary of the Vendor's Reply. The executive summary will describe the technical solution, cost methodology and assumptions, and operational model the Vendor proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary.
- **TAB A** must also include a letter, signed on or after January 1, 2019, from a Surety Company or Bonding Agent, authorized to do business in the State of Florida, and written on company **letterhead**, that documents the Vendor's present ability to obtain a performance bond/guarantee or irrevocable letter of credit in the amount of \$1 million per CRC location, as will be required by Section 5.31 of this ITN. **Failure by the Vendor to provide this letter with its Reply will be considered material and will result in the Reply being deemed not responsive.**
- **TAB A** shall also include the following:
 - **ATTACHMENT VI Pass/Fail Requirements Certification and Non-Collusion Certification**
(signed by the same person who signs the above-mentioned cover letter)
 - **ATTACHMENT VI Vendor's Contact Information**
 - **ATTACHMENT VII Certification of Drug-Free Workplace**
 - **ATTACHMENT VIII Notice of Conflict of Interest**
 - A copy of the Vendor's current Dun & Bradstreet Financial Stress Score

TAB B Experience and Ability to Provide Services (limit 50 pages)

TAB B shall include the following information:

1) References

Using **Attachment VI**, Vendors shall provide three (3) references from businesses or government agencies, for whom the Vendor has provided services of similar scope and size to the services identified in the ITN.

References shall pertain to current and ongoing services, or those that were completed prior to January 1, 2019. References shall not be given by:

- Persons employed by the Department within the past three (3) years;
- Persons currently or formerly employed or supervised by the Vendor or its affiliates;
- Board members within the Vendor's organization; or
- Relatives of any of the above.

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

2) Prior Work Experience

a. Narrative/Record of Past Experience

A description of the Vendor's experience in providing CRC services or other services similar in a correctional setting or law enforcement setting, number of years providing these services, growth on a national level, and ownership structure. Vendors shall describe all Contracts executed in the last five (5) years that are of similar scope and size to the services sought in this ITN. Vendors shall include any experience it has assuming operations from another service provider of correctional CRC services and identify all relevant similarities or differences between such Contracts and the services sought via this ITN. The listing of similar Contracts shall contain the organization's name, contact name, address, telephone number, and email address of the entity who received the services from Vendor.

b. Disputes

Vendors shall identify all Contract disputes they (or their, subcontractors, agents, etc.) have had with any customer within the last five (5) years, related to contracts under which they provided similar services in the continental United States on an organizational or enterprise level. The term "contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the contract customer that the Vendor was in default or breach of a duty under the contract or not performing as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Vendor as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or liquidated

damages under such contracts. Vendors must indicate whether the disputes were resolved and, if so, explain how they were resolved.

c. Subcontractor Information

If the Vendor plans to use subcontractors to provide any performance under the Contract, the Vendor shall provide detailed information for all subcontractors with whom it plans on contracting with. This information shall be provided using Attachment V, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) the subcontractor will be providing under the prospective Contract, the number of years subcontractor has provided services, projects of similar size and scope to the Services via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

3) Organizational Chart

The Vendor shall provide an organizational chart outlining the hierarchy of key CRC personnel and a proposed staffing plan for the Contract proposed under this ITN.

4) Personnel

The Vendor shall provide a job description outlining the duties and responsibilities of the Vendor's personnel identified in GPM-026, and any other positions the Vendor proposes to use for the provision of services for the Contract. The job descriptions should include specific job functions, and minimum qualifications for the identified positions.

TAB C Description of Solution (limit 25 pages)

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

- Its understanding of the current state of CRC services in the Department;
- Its understanding of goals and general requirements of this solicitation;
- Its overall approach to satisfying the requirements and goals of this solicitation;
- How the Vendor's approach supports the Department's specific goals of the ITN;
- Any risks and/or challenges it recognizes that relate to the Department's goals;
- How it will ensure quality services are provided while ensuring costs are managed appropriately;
- Its approach differentiators;
- Its approach to the transition/implementation of services; and
- Why its solution is the best value for the State.

TAB D Service Area Detail Solution (limit 150 pages)

Section 3.7 of the ITN defines the requirements and service level expectations of each service area that comprises the Department's CRC services.

In **TAB D**, for each of the four (4) service areas, the Vendor shall:

- Acknowledge acceptance of each requirement or note any proposed modification or innovative solutions that may differ from the requirement but meet the Department's needs;
- Acknowledge acceptance of the measures of each Performance Measure (PM);
- Indicate its ability to exceed the required PMs, if applicable, and provide additional PMs the Vendor identifies as important that are not specified;
- Identify proposed modifications to the identified PMs and the impact of the modification (e.g. greater quality control, cost savings);
- Describe a plan for providing service and meeting all requirements. The Vendor shall include methodologies that will be applied, automation tools planned for use, resource usage plan/approach, and processes that will be put in place;
- Provide an organizational structure and resource plan for providing service and meeting the requirements and performance measures described in Section 3 of the ITN;
- Describe ways to reduce or minimize any costs or Department resources associated with these services. This may include modifying the requirements and/or PMs while still meeting the needs of the service, or recommending a different approach for the service; and
- Describe any additional services or deliverables it will provide the Department, in addition to those listed in the ITN at no additional cost.

TAB E Implementation and Transition Plan (limit 30 pages)

To ensure a complete and successful implementation of services and a smooth transition to a new Contract, the Successful Vendor shall provide an Implementation and Transition Plan (Plan). This plan outlines key activities that must be completed while working with the Department and any current vendor(s) during a transition period. A Vendor shall describe in detail their plan(s) for:

- Estimated Implementation and Transition Date Schedule;
- On-boarding of staff and other resources;
- Implementing new service, to include a breakdown by service area;
- Work environment and technology set-up;
- Introduction to Department stakeholders;
- Transition of services from any current Vendor; and
- Other required service operation transition services.

TAB F Additional ideas for improvement or cost reduction, and other supplemental materials (limit 35 pages)

In **TAB F** of its Reply, the Vendor is invited to elaborate on additional ideas related to cost structure, or tools for service improvements that are not specifically addressed in **TABs B – E** but may be made available via Vendor's offering. The Department is interested in ideas or tools the Vendor believes will provide for the highest level of performance and operational efficiency. Vendors may submit alternate pricing structures in this TAB. However, a Vendor shall note actual pricing using Attachment II - Price Information Sheet. Cost points will be awarded based on Attachment II, as described in Section 4.11 of this ITN. The Department may request that Vendors submit alternate pricing during the Negotiation Phase of the ITN process. A Vendor shall be sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

TAB G Attachment II, Price Information Sheet

The Vendor shall complete and submit the relevant portion of **Attachment II, Price Information Sheet**, for each proposed CRC location, for the Contract's initial term and renewal years, and include this form in **TAB G** of its Reply to the ITN. **TAB G** should be provided in a separate sealed envelope. The Price Information shall be submitted as an overall rate, per-occupied bed, per-day.

4.11 Reply Evaluation Criteria

An Evaluation Team will review and evaluate Replies to this ITN in accordance with the evaluation process below.

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

1. Experience and Ability to Provide Services

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

a. References

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

- 1) How relevant are the services described in the references to the services sought via the ITN?
- 2) How well do the references demonstrate the Vendor's satisfactory performance of contract services of similar size and scope, to the services sought herein?
- 3) How well do the references demonstrate the Vendor's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the references relating to the Vendor's experience and ability to provide services?

b. Prior Work Experience

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

- 1) Has the Vendor demonstrated via its Reply that it has experience in performing contracts of similar size and scope for the services sought?
- 2) How well did the Vendor convey the ability to provide these services as described in this ITN?
- 3) Does the Vendor have relevant correctional, law enforcement, or criminal justice contractual services experience?
- 4) Are there any issues or concerns identified regarding the Vendor's experience and ability to provide the services?

2. Description of Offering

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

- a) How well does the proposed offering satisfy the following criteria?
 - 1) Demonstrates the Vendor's ability to effectively provide programming, licensed outpatient substance use disorder treatment, and paid employment services within a CRC setting.
 - 2) Maximizes operational efficiencies and supports the Department's goals.
- b) How well does the summary of the offering, and the explanation of why it is the best offering for the State, address and meet the goals, needs, and expectations of the State as expressed in this ITN?
- c) How well does the Vendor demonstrate their understanding of the goals to be achieved via this ITN?

3. Service Area Detail Solution

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

- **General Program Management Requirements**
- **Program Facility Requirements**
- **Program Requirements**
- **Information Technology Software Requirements**

B. COST REPLY EVALUATION SCORE (0 – 250 Points)

A total of 250 points may be awarded to a Vendor's Cost Reply. The following formula will be applied to a Vendor's Cost Reply to determine the Cost Reply Score:

**(Vendor's Lowest Grand Total Cost / Reply with Lowest Grand Total Cost) *
Maximum Available Points = Cost Reply Score.**

1) Reply with the Lowest Grand Total Cost:

Vendor's submitting the lowest pricing will receive the maximum available points.

Initial Term Points	150 points
<u>Renewal Term Points</u>	<u>100 points</u>
TOTAL (Maximum Available Points)	250 points

2) Vendor's Initial Term Grand Total Cost:

Cost points assigned based on the above weight, for a specific Vendor, as reflected in Attachment II, Price Information Sheet of its Reply for the initial Contract Term. Cost points will be determined using the formula below:

The Vendor submitting the lowest initial Lowest Grand Total Cost, will be awarded 150 points. All others Replies will receive points according to the following formula:

$$(N/X) \times 150 = Z$$

Where: N = Lowest Grand Total Initial Cost received by any Vendor
X = Vendor's Grand Total Initial Cost
Z = Initial Term Cost Points Awarded

3) Vendor's Renewal Term Grand Total Cost:

Cost points assigned based on the above weight, for a specific Vendor, as reflected in Attachment II, Price Information Sheet of its Reply for the Renewal Contract Term. Cost points will be determined using the formula below:

$$(N/X) \times 100 = Z$$

Where: N = Lowest Grand Total Renewal Cost received by any Vendor
X = Vendor's Grand Total Renewal Cost
Z = Renewal Term Cost Points Awarded

4) Max Cost Reply Points: Maximum available points for the Cost Reply (250 points)

5) Cost Reply Score: Evaluation points awarded to the Vendor's Cost Reply (maximum = 250 points) will be the sum of the Initial Term Cost Points + the Renewal Term Cost Points.

C. FINAL EVALUATION SCORE

The Reply Evaluation Score is the sum of the Vendor's weighted Technical Reply Evaluation Score (0 – 500 points) and Cost Reply Score (0 – 250 points).

4.12 Reply Evaluation and Negotiation Process

Section 287.057(1)(c), F.S., provides in part:

“(c) Invitation to negotiate. - The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one (1) or more responsive Vendors with which the agency may negotiate in order to receive the best value.”

“4. The agency shall evaluate replies against all evaluation criteria set forth in the Invitation to Negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one (1) or more Vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the Contract to the responsible and responsive Vendor that the agency determines will provide the best value to the State, based on the selection criteria.”

Using the Evaluation Criteria specified above, in order to establish a competitive range of Replies reasonably susceptible of award, the Department will evaluate and rank the Vendor Replies and,

at the Department's sole discretion, proceed to negotiate with Vendor(s) utilizing the Evaluation Phase and Negotiation Phase Methodology, as follows.

A. Evaluation Phase Methodology

The Evaluation Team members will individually and independently review each Reply and evaluate the Replies for each of the following Technical Evaluation sections:

Technical Evaluation Section	Available Points (Scored by Evaluators)	Weight	Weighted Available Points
References	1-5	5%	25
Prior Work Experience	1-5	10%	50
Description of Solution	1-5	20%	100
General Program Management Requirements Service Area Detail	1-5	25%	125
Programming Requirements Service Area Detail	1-5	15%	75
Program Facility Requirements Service Area Detail	1-5	15%	75
Information Technology Software Service Area Detail	1-5	10%	50
TOTAL	500 (weighted)	100%	500

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

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

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

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

The Technical Evaluation scores received from each Evaluation Team Member will be multiplied by their assigned weight. For each Vendor's Reply, their Technical Reply scores from all Evaluation Team members will be averaged to obtain the Vendor's weighted Final Technical Evaluation Score per Section 4.11. The Department will combine the Vendor's Final Technical Reply Score and the Vendor's Final Cost Reply Score to determine the Vendor's Final Evaluation Score.

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

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

B. Negotiation Phase Methodology

The Department reserves the right to negotiate with any or all responsive and responsible Vendors, consecutively or concurrently in order to determine the best solution for recommendation of award.

During the Negotiation Phase, the Department reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiating sessions with any or all responsive Vendors.
2. Require any or all responsive Vendors to provide additional revised or final written Replies addressing specified topics.

3. Require any or all responsive Vendors to provide a written Best and Final Offer (BAFO).
4. Require any or all responsive Vendors to address services, prices, or conditions offered by any other Vendors.
5. Pursue a Contract with one (1) or more responsive Vendors for the services encompassed by this ITN, any addenda thereto, and any request for additional revised or final written Replies or request for BAFO.
6. Pursue the division of Contracts between responsive Vendors by type of service or geographic area, or both.
7. Arrive at an agreement with any responsive Vendor, finalize principal Contract terms with such Vendor and terminate negotiations with any or all other Vendors, regardless of the status of or scheduled negotiations with such other Vendor.
8. Decline to conduct further negotiations with any Vendor.
9. Re-open negotiations with any Vendor.
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation, even after receipt of one (1) or more BAFOs.
11. Review and rely on relevant information contained in the Replies received from any Vendors.
12. Review and rely on relevant portions of the Evaluations conducted.
13. Reject any and all Replies if the Department determines such action is in the best interest of the State.
14. Negotiate simultaneously or separately with competing Vendors.
15. Accept portions of a competing Vendor's Reply and merge such portions into one (1) project, including contracting with the entities offering such portions.
16. Waive minor irregularities in Replies.
17. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the negotiation team.

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

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

As part of the Negotiation Phase, the Department will check references as described in Section 4.10, Tab B, to assess the extent of success of the projects associated with those references. The Department also reserves the right to contact references not provided by the Vendor. Vendors may be requested to provide additional references. The results of the reference checking may influence the final negotiation and selection of the Vendor. The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the Selection Criteria and satisfies the Department's goals as identified in this ITN. The Selection Criteria includes but is not limited to the following.

Selection Criteria:

1. The Vendor's articulation of its overall approach to providing related services.
2. The innovativeness of Vendor's approach to provide the services.

3. The Vendor's articulation of its solution and the ability to implement and execute the solution to meet the Department's goals and the requirements included in this ITN.
4. The Vendor's demonstrated ability to effectively provide the services.
5. The Vendor's experience in providing the services being procured and the skills of proposed staff relative to the solution approach and offering.
6. The Vendor's Technical Reply, Cost Reply, and/or BAFO as they relate to satisfying the goals of the CRC services identified herein.

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

By submitting a Reply, a Vendor agrees to be bound to the terms of Section 5, General and Special Contract Conditions. Vendors should assume these terms will apply during the Contract term, but the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

C. Final Selection and Notice of Intent to Award

At the conclusion of the Negotiation Phase, the Department will issue a written Request for Best and Final Offer (RBAFO) to one (1) or more of the Vendor(s) with which the negotiations were held. At minimum, based upon the negotiation process, each Best and Final Offer (BAFO) submitted in response to the RBAFO must contain:

1. A revised Statement of Work;
2. All negotiated terms and conditions; and
3. A final Cost Reply.

Upon receipt by the Procurement Officer, each BAFO will be distributed to the Negotiation Team for review. Thereafter, the Negotiation Team will meet in a public meeting to determine which offer constitutes the best value to the State based upon the Selection Criteria. Then, the Department's Negotiation Team will develop a recommendation of award that will provide the best value. In so doing, the Negotiation Team is not required to score any Vendors but will base its recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation Phase, and the Negotiation Team will not be bound by any Evaluation Phase Scores. The Procurement Officer will prepare a memorandum to the Secretary, or designee, regarding the recommendation of the Negotiation Team.

It is the intent of the Department to Contract with either one (1) Vendor per location, one (1) Vendor statewide, or multiple locations to one (1) Vendor. This does not preclude use of subcontractors.

The Department does not typically re-open negotiations after receiving the BAFOs but reserves the right to do so if it is in the best interest of the State, including requesting revisions and clarifications to a Vendor's BAFO.

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

4.13 Reply Opening

Replies will be publicly opened at the time and date specified in the Timeline. The opening of Replies will take place at the Florida Department of Corrections, Bureau of Procurement, 501 S. Calhoun Street, Tallahassee, Florida. The name of all Vendors submitting Replies shall be made available to interested parties upon written request to the Procurement Officer listed in Section 4.2.

4.14 Costs of Preparing Reply

The Department is not liable for any costs incurred by a Vendor in responding to this ITN, including costs associated with oral presentations, negotiations, site visits, or samples if applicable.

4.15 Disposal of Replies

All Replies become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the Department reject all Replies and issue a re-solicitation, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071(b), F.S.

4.16 Right to Withdraw Invitation to Negotiate

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

4.17 Right to Reject Reply Submissions and Waiver of Minor Irregularities

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

4.18 Mandatory Site Visits and Pre-Reply Conferences

All interested Vendors, before submitting their Reply, shall visit the following sites to become familiar with conditions that may, in any manner, affect the work to be done as it pertains to CRCs. **Attendance at all Site Visits is mandatory for consideration for the award of any proposed location. Although this is a re-solicitation, Vendors who previously attended site visits for ITN 19-034 will also be required to attend site visits for ITN 20-011 to be considered for award.** The Department has set specific dates for the Site Visits and will not allow visits from individual Vendors at any other time. Interested parties must contact Rusty McLaughlin at DC.WorkRelease@fdc.myflorida.com at least five (5) business days prior to the site visits listed in the Timeline and furnish him with the following information on all attendees, including the attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number. **Participation in the site visit will be limited to two (2) representatives per organization.**

Site Visits shall occur according to the following schedule and interested parties shall meet at the main gate for admittance to the facility. All Department security procedures shall apply. The Site Visit will also include a brief pre-Reply conference and afford Vendors the opportunity to ask questions.

Institution	Address	Date	Time
Bridges of Cocoa	585 Camp Road Cocoa, Florida 32927	September 11, 2019	8:30 a.m., E.T.
Transition House of Bartow	550 N Restwood Avenue Bartow, Florida 33830	September 11, 2019	2:00 p.m., E.T.
The Transition House of Tarpon Springs	566 Brady Road Tarpon Springs, Florida 34689	September 12, 2019	8:30 a.m., E.T.
Bridges of Santa Fe	2901 NE 39 th Avenue Gainesville, Florida 32602	September 12, 2019	3:30 p.m., E.T.
The Transition House of Dinsmore	13200 Old Kings Road Jacksonville, Florida 32219	September 13, 2019	8:30 a.m., E.T.
Bridges of Lake City	1620 Lake Jeffrey Road Lake City, FL 32055	September 13, 2019	1:30 p.m., E.T.

Persons present as attendees must be the same individuals for whom information was provided and must be approved by Department/Institution staff at each site. For security reasons, admittance of any Vendors not previously approved is at the sole discretion of the Institution and Vendors who did not seek prior approval may be denied access. Attendees must present photo identification at the site.

The Site Visits are an opportunity to tour CRCs and is vital to understanding the desired services and facilities sought by the Department. The Department will accept verbal questions during the Site Visits and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted, and spontaneous answers provided; **however, parties should clearly understand that the Department will issue a written response ONLY to those questions subsequently submitted in writing in accordance with Section 4.3.** This written response will be provided to all prospective Vendors as an addendum to the ITN and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions are for informational purposes only and shall not be binding upon the Department.**

4.19 Addenda

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

4.20 Cost/Price Discussions

Any discussion by a Vendor with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, and outside of a scheduled and recorded negotiation session, will result in rejection of said Vendor's Reply.

4.21 No Prior Involvement and Conflicts of Interest

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

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

Vendors must acknowledge acceptance on the Pass/Fail Requirement Certification and Non-Collusion Certification, Attachment III.

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

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

4.22 State Licensing Requirements

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

4.23 MyFloridaMarketPlace (MFMP) Vendor Registration

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MFMP Vendor Information Portal (VIP) system, unless exempted under Rule 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any Vendor not registered in the MFMP VIP system, unless exempted by rule. A Vendor not currently registered in the MFMP VIP system shall do so within five (5) days of award.

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

4.24 Unauthorized Employment of Alien Workers

The Department does not intend to award publicly funded Contracts to those entities or affiliates who knowingly employ unauthorized alien workers in violation of Section 274A of the Immigration and Nationality Act.

4.25 Confidential, Proprietary, or Trade Secret Material

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

4.26 Vendor Substitute W-9

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

4.27 Scrutinized Companies 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 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 Contract for cause if the Vendor is found to have submitted a false certification or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the 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.

4.28 Disclosure of Reply Submittal Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Vendor or its agents. All Replies shall become the

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

4.29 Advertising Notice of Agency Decision

Regarding any competitive solicitation, the Department shall advertise a public notice of agency action when the Department has made a decision including, but not limited to, a decision to award a Contract, reject all Replies, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the 72-hour time period). Advertising will be made available on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu.

4.30 Protest Procedures

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

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SECTION 5 – CONTRACT TERMS AND CONDITIONS

5.1 General Contract Conditions

The General Contract Conditions are outlined in Form PUR 1000, a downloadable document incorporated by reference in this ITN. Any terms and conditions set forth within this ITN document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000. There is no need to return this document with the response. Form PUR 1000 may be viewed at the following link:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

5.2 Travel Expenses

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

5.3 E-Verify

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

5.4 State Initiatives

5.4.1 Diversity in Contracting

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

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

The Vendor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran enterprises to the Department’s Contract Manager, or designee.

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

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

5.4.2 Environmental Considerations

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

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

5.5 Subcontracts

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

If a subcontractor is utilized by the Vendor(s), the Vendor(s) shall pay the subcontractor within seven (7) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Vendor(s) shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this ITN. Failure by the Vendor(s) to pay the subcontractor within seven (7) business days will result in a penalty to be paid by the Vendor(s) to the subcontractor in the amount of one-half (1/2) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for

payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

5.6 Insurance

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

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

5.7 Copyrights, Right to Data, Patents and Royalties

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

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

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

Further, if such a claim is made or is pending, the Vendor(s) may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the

Vendor(s) upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Vendor(s) uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed, and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

5.8 Independent Contractor Status

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

5.9 Assignment

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

5.10 Force Majeure

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

5.11 Severability

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

5.12 Use of Funds for Lobbying Prohibited

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

5.13 Reservation of Rights

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

5.14 Taxes

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

5.15 Safety Standards

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

5.16 Americans with Disabilities Act

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

5.17 Employment of Department Personnel

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

5.18 Legal Requirements

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

5.19 Conflict of Law and Controlling Provisions

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

5.20 Prison Rape Elimination Act (PREA)

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

5.21 Contract Modifications

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

The Department shall provide written notice to the Vendor, through a formal Contract Amendment, 30 calendar days in advance of any required changes that affect the Vendor's staffing levels and service locations.

5.22 Contract Monitoring

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

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

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

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

The Department's Contract Monitor, or designee, will provide a written monitoring report to the Vendor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Department's Contract Manager, or designee, will be identified in detail to provide opportunity for correction where feasible.

Within 10 business days of receipt of the Department's written monitoring report (which may be transmitted by email), the Vendor shall provide a formal Corrective Action Plan (CAP) to the Department's Contract Manager, or designee, (email acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed 30 days from the date of receipt of the monitoring report by the Vendor. CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Vendor shall have five (5) days from the receipt of such written rejection to submit a revised CAP; this will **not** increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified or the Department will impose financial consequences, as appropriate. The Department's Contract Manager, or designee, Contract Monitoring Team, or other designated Department staff, may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

5.23 Rights to Examine, Audit and Administer Resources

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

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

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

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

5.24 Financial Consequences

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

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

5.25 Default

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

5.26 Termination

5.26.1 Termination at Will

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

5.26.2 Termination Due to Lack of Funds

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

5.26.3 Termination for Cause

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

5.26.4 Termination for Unauthorized Employment

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

5.27 Retention of Records

The Vendor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this ITN for a period of five (5) years. The Vendor shall maintain complete and accurate record-keeping, and documentation as required by the Department and the terms of the Contract resulting from this solicitation. All invoices and documentation must be clear, and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than 48 hours upon request if stored at a different site location than the address listed on the Attachment VI, Vendor's Contact Information. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Vendor for a period of five (5) years following termination of the Contract, or, if an audit has been initiated, and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Vendor shall advise the Department of the location of all records pertaining to the Contract resulting from this solicitation and shall notify the Department by certified mail within 10 business days if/when the records are moved to a new location.

5.27.1 Audit Records: The Vendor agrees to maintain records and documents (including electronic storage media) in accordance with Generally Accepted Accounting Procedures and Practices (GAAP), which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the 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.

5.28 Indemnification

The Vendor(s) shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims,

suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Vendor(s), or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

5.29 Inspector General

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

5.30 Cooperative Purchasing

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

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

5.31 Performance Guarantee/Bond

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

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

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

5.32 Health Insurance Portability and Accountability Act (HIPAA)

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

In addition to complying with HIPAA requirements, the Vendor shall not disclose any information concerning Inmates, specifically concerning Inmate transfers/referrals, to parties outside the Department.

5.33 Disputes

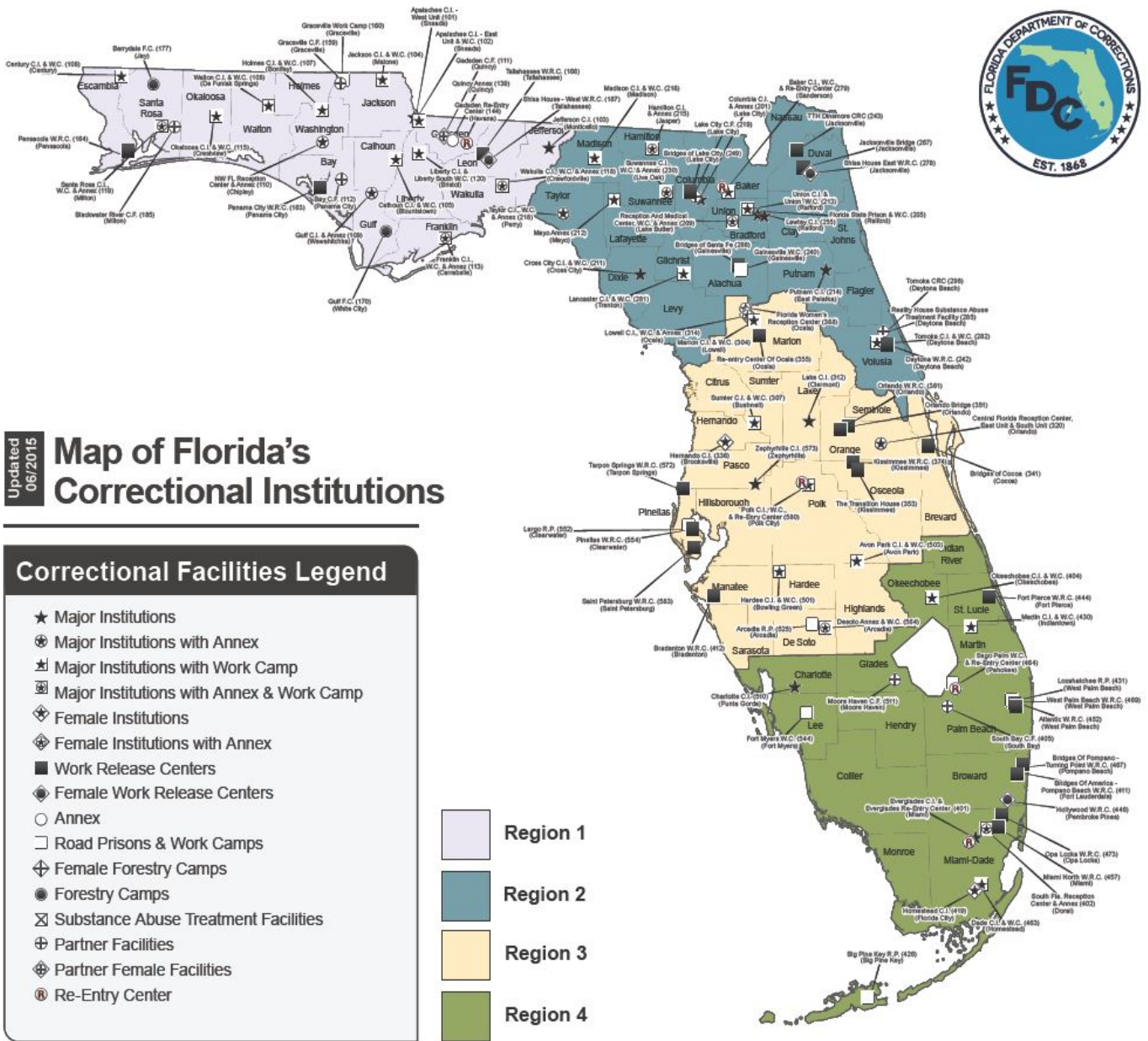
Any dispute concerning performance of the terms of the Contract shall be resolved informally by the parties' Contract Managers. Any dispute that cannot be resolved informally shall be reduced to

writing and delivered to the Department's Director of Administration, or designee. The Department's Director of Administration, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers and the Department's Contract Administrator.

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ATTACHMENT I- MAP OF REGIONS AND CORRESPONDING FACILITIES

FDC ITN-20-011



Updated 06/2015

Map of Florida's Correctional Institutions

**ATTACHMENT II - PRICE INFORMATION SHEET
FDC ITN-20-011**

Vendors shall submit a separate Attachment II, Price Information Sheet, for each CRC location for which they would like to be considered for award. Please note that facilities proposed should be either one of the Department-owned facilities or one of the desired counties for Vendor-provided facilities listed in Section 3.2.1 of this ITN.

Location of Proposed Facility: _____ (City) _____ (County) Choose One: Department-Owned Location Vendor-Provided Location
--

Address of Proposed Vendor-Provided Facility (if known)

Street Address	City/State/Zip Code

Initial Term (Five (5) Year Period)				
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds		Total (Unit Price x Max # of Proposed Beds)
		Male	Female	
Paid Employment Bed	\$ _____			\$ _____
Department-Mandated Center Work Assignment (CWA) Bed	\$ _____			\$ _____
Initial Term Total Cost (Paid Employment Bed Total + CWA Bed Total x 365 x 5) \$ _____				

Renewal Term (Up to Five (5) Optional Renewal Years)				
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds		Total (Unit Price x Max # of Proposed Beds)
		Male	Female	
Department Mandated CWA Bed	\$ _____			\$ _____
Paid Employment Bed	\$ _____			\$ _____
Renewal Term Total Cost (CWA Bed Total + Paid Employment Bed Total x 365 x 5) \$ _____				
Initial Term Total Cost + Renewal Term Total Cost = Grand Total Cost \$ _____				

NAME OF VENDOR'S ORGANIZATION

FEIN

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**ATTACHMENT III – PASS/FAIL REQUIREMENT CERTIFICATION
AND NON-COLLUSION CERTIFICATION
FDC ITN-20-011**

1. Business/Corporate Experience

This is to certify that the Vendor has at least three (3) years' experience within the last five (5) years, in the provision of criminal justice/reentry/work release type programs with substance use, education, and vocational components. The Vendor shall provide licensed outpatient treatment for substance use disorders, to Inmates and alumni groups, in accordance with Chapter 397, F.S., and Rule 65D-30, F.A.C., that meet or exceed the requirements as outlined in the Program Description and all related materials, and any subsequent revision and/or addenda. The Department reserves the right to require revisions to these materials to meet the specific needs of the Department or the Inmate population.

2. Prime Vendor

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

3. Performance Guarantee/Bond

This is to certify that the Vendor can demonstrate their ability to meet the performance bond requirements. Prior to execution of a Contract, the Vendor will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of the amount of \$1 million for each CRC location, or the average annual price of the Contract (averaged from the initial five (5) year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Vendor throughout the term of the Contract (including renewal years).

4. Reply Bond

This is to certify that the Vendor will deliver to the Department a Reply bond or check in the amount of \$10,000 per CRC location. The bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.

5. Meets Legal Requirements

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

6. Financial Stability

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

7. Statement of No Inducement

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

8. Statement of Non-Disclosure

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

9. Statement of Non-Collusion

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

10. Scrutinized Company 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 commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

Dated this _____ day of _____ 20__.

Name of Organization: _____

Signed by: _____

Print _____

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

Subscribed and sworn before _____ day of _____ 20__.

Personally _____ OR Produced _____ Type of Identification _____

Notary Public: _____

My Commission Expires: _____

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**ATTACHMENT IV – VENDOR’S REFERENCE FORM
FDC ITN-20-011**

In the spaces provided below, the Vendor shall list all names under which it has operated during the past five (5) years.

On the following pages, the Vendor shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Vendor has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event the Vendor has had a name change since the time work was performed for a listed reference, the name under which the Vendor operated at that time must be provided in the space provided for Vendor’s Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed prior to January 1, 2019. References shall not be given by:

- Persons employed by the Department within the past three (3) years;
- Persons currently or formerly employed or supervised by the Vendor or its affiliates;
- Board members within the Vendor’s organization; or
- Relatives of any of the above.

The Department will attempt to contact the three (3) references provided by the Vendor to complete the Reference Questionnaire for references. The total number of references contacted to complete a Reference Questionnaire for any response will be three (3).

References should be available for contact during normal business hours, 8:00 a.m. – 5:00 p.m., Eastern Time. The Department will attempt to contact each reference by telephone up to three (3) times. The Department will not correct incorrectly supplied information.

Additionally, the Department reserves the right to contact references other than those identified by the Vendor to obtain additional information regarding past performance.

**ATTACHMENT IV – VENDOR’S REFERENCE FORM
FDC ITN-20-011**

Reference #1

Vendor’s Name:

Reference’s Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Phone Number: _____ **Alternate Phone Number:** _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

**ATTACHMENT IV – VENDOR’S REFERENCE FORM
FDC ITN-20-011**

Reference #2

Vendor’s Name:

Reference’s Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Phone Number: _____ **Alternate Phone Number:** _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference

**ATTACHMENT IV – VENDOR’S REFERENCE FORM
FDC ITN-20-011**

Reference #3

Vendor’s Name:

Reference’s Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Phone Number: _____ **Alternate Phone Number:** _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference

**ATTACHMENT IV - VENDOR'S REFERENCE FORM
REFERENCE QUESTIONNAIRE
(Completed by the Department)**

Vendor's Name:	
Reference's Name:	
Primary Contact Person:	Alternate Contact Person:
Primary Phone Number:	Alternate Phone Number:

Question	Score
1. Briefly describe the services the Vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this Vendor? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
3. Did the Vendor consistently meet all its performance/milestone deadlines? Yes = 4, No = 0	
4. Did the Vendor submit reports and invoices that were timely and accurate? Yes = 4, No = 0	
5. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the Vendor during the last 12 months? Yes = 0, No = 4	
6. How would you rate the Vendor's key staff and their ability to work with your organization? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
7. Did you ever request dismissal of any key staff? Yes = 0, No = 4	
8. Did the Vendor's project/contract manager effectively manage the contract? Yes = 4, No = 0	
9. How would you rate the Vendor's customer service? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
10. Was the Vendor's staff knowledgeable about the contract requirements and scope of services? Yes = 4, No = 0	
11. Did the Vendor work cooperatively with the organization over the course of the contract? Yes = 4, No = 0	
12. Would you contract with this Vendor again? Yes = 8, No = 0	
13. Were there any inmate escapes? If yes, please provide the circumstances of the escape? Yes = 0 No = 4	
Total Score	

Reference Verified by:

Name (printed)

Title

Signature

Date

**ATTACHMENT V – SUBCONTRACTING FORM
FDC ITN-20-011**

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

Complete a separate sheet for each subcontractor.

Service: _____

Company Name: _____

FEIN: _____

Contact: _____

Address: _____

Telephone: _____

Email address: _____

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

W-9 verification: Yes _____ No _____

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

**ATTACHMENT VI – VENDOR’S CONTACT INFORMATION
FDC ITN-20-011**

The Vendor shall identify the contact information for solicitation and contractual purposes via the requested fields of the table below.

	For Solicitation Purposes, the Vendor’s contact person shall be:	For Contractual purposes, should the Vendor’s be awarded, the contact person shall be:
Name:		
Title:		
Street Address:		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Cell)		
Fax: (If applicable)		
Email:		

Authorized Vendor Signature

Date

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**ATTACHMENT VII – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC ITN-20-011**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Company Name: _____

VENDOR'S SIGNATURE

(Form revised 11/10/15)

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**ATTACHMENT VIII - NOTICE OF CONFLICT OF INTEREST
FDC ITN-20-011**

Organization Responding to Solicitation: _____

For the purpose of participating in this solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Florida Department of Corrections (FDC):

1. Identify all corporate officers, directors or agents of the Vendor who are currently employees of the State of Florida or one of its agencies, were employees of the State of Florida or one of its agencies in within the last two (2) years, or are currently a spouse, parent or sibling such of an employee of the State of Florida or one of its agencies:

Note: This does not include positions located at individual FDC institutions that were filled by previous employees of the Department and were impacted by privatization of health services functions.

2. For all persons identified in section 1 above, please identify if they own an interest of ten percent (10%) or more in the company/entity named above:

Signature: _____ Date: _____

Name: _____

Title: _____

Organization: _____

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ATTACHMENT IX – SECURITY REQUIREMENTS FOR CONTRACTORS

FDC ITN-20-011

- (1) Per Section 944.47, Florida Statutes (F.S.) it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send any of the following items, which are considered contraband, unless authorized by the officer-in-charge of the correctional institution.
- Any written or recorded communication to any Inmate of any state correctional institution.
 - Any currency or coin given or transmitted or intended to be given or transmitted to any Inmate of any state correctional institution.
 - Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any Inmate of any state correctional institution.
 - Any intoxicating beverage or beverage which causes, or may cause, an intoxicating effect.
 - Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
 - Any firearm or weapon of any kind or any explosive substance, including any weapons left in vehicles on the grounds of a state correctional institution).

A person, who violates any provision of Section 944.47, F.S., as it pertains to an article of contraband, is guilty of a felony.

- (2) Do not leave keys in the ignition of motor vehicles. All vehicles must be locked, and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) All keys must always be kept in pockets.
- (4) Confirm with the Institutional Warden where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent agency in another state), that must be presented each time Contractor staff enter or depart the Institution and as requested by Department staff.
- (6) Absolutely no transactions between Contract personnel and Inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (7) No communication with Inmates, verbal or otherwise, is permitted without the authorization of the Institution's Officer-in-Charge (OIC).
- (8) Strict tool control will be enforced at all times. Tools within the Correctional Institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or Inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is always to be geographically controlled and accounted for. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by the Department's security staff. The Contractor must maintain two (2) copies of the correct inventory with each tool box, one (1) copy will be used and retained by the Department's security staff, who will search and ensure a proper inventory of

tools each time the tool box is brought into the Institution, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete the job). All lost tools must be reported to the Institution's Chief of Security (Colonel or Major) **immediately**. No Inmate will be allowed to leave the area until the lost tool is recovered.

- (9) Approval must be obtained from the Institution's Chief of Security prior to bringing any powder-activated tools into the Institution. Strict accountability of all powder loads and spent cartridges must always be maintained.
- (10) All persons and deliveries to be on Department property will enter and exit by only one (1) designated route, to be determined by the Department, and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the Contractor should minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Institution's Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used by Inmates as weapons or as a means of escape. Construction material will be stored in locations agreed to by Department security staff and debris will be removed or moved to a designated location. Contractor should arrange for the Department's security staff to inspect the project area before construction personnel leave. This will aid the Contractor in assuring that necessary security measures are taken.
- (13) Coordinate with the Institution's Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Institutional approval is required **prior** to shutting down any existing utility system. The Contractor should arrange for alternative service, if required, and expeditious re-establishment of the shutdown system.
- (14) All Contractor staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing, unless expressly authorized by the Institution's Warden.
- (15) For security purposes, a background check will be made upon all Contractor staff that provide services on the project. **The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

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**ATTACHMENT X - NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
FDC ITN-20-011**

In connection with FDC ITN 20-011, entitled "Community Release Centers (CRCs)" the Florida Department of Corrections ("FDC") is disclosing to your business information, procedures, technical information and/or ideas identified as "Restricted".

In consideration of any disclosure and any Restricted information provided by FDC concerning FDC ITN 20-011, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to the ITN) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by DC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The foregoing does not grant you a license in or to any of the Restricted information.
2. If you decide not to proceed with the proposed business relationship or if asked by FDC, you will promptly return all Restricted information and all copies, extracts and other objects or items in which it may be contained or embodied.
3. You will promptly notify FDC of any unauthorized release of Restricted information.
4. You understand that this statement does not obligate FDC to disclose any information or negotiate or enter into any agreement or relationship.
5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to FDC for which damages are not an adequate remedy and that the FDC shall therefore be entitled to equitable relief in addition to all other remedies available at law.
6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one (1) of the exceptions stated in Paragraph 1 above.
7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Information identified as "Restricted" is included in the Resources links, specified in Section 2.8 of the ITN.

Acknowledged and agreed on _____, 20__

By: _____

(Signature)

Name: _____

Company Name: _____

Title: _____

(must be completed on company letterhead)
ATTACHMENT XI
INDEPENDENT ACCOUNTANT'S REPORT TEMPLATE
FDC ITN-20-011

Vendor's name and information

A statement of audit procedures performed to verify the Vendor's trust account and individual Inmate accounts accurately and completely reflect all deposits and deductions (statement to include generally accepted audit standards utilized to perform the audit, and certification that the findings are totally unbiased and independent of the Vendor's interest)

Sample size and identifying information (DC# only, may be listed on a separate page) of accounts reviewed – should be no less than 10% of total beds contracted, and should include active Inmates, released Inmates, and terminated/transferred Inmates – regarding the following procedures:

- 1) The Vendor has a non-interest-bearing trust account in a qualified bank and provides an accounting system that has the capability of reflecting individual Inmate trust account (sub-account) detail balances.
- 2) The Vendor ensures that all funds received by the Inmates are deposited into the Vendor's trust account. Funds shall include all Net Earnings from employment and any and all funds the Inmate may receive from any other outside source.
- 3) In the case of Inmates paid by Electronic Funds Transfer (EFT), the Vendor's trust account accepts EFT payments from employers. All information necessary to carry out an EFT is provided directly to employers by the Vendor, and at no time is that information made available to an Inmate.
- 4) The Vendor has assisted each Inmate in developing the Budget Plan, that is located in Section III, of the Personalized Program Plan (PPP) in WRIMS, outlining planned deductions from the Inmate's Net Earnings.
- 5) Subsistence deductions did not exceed 55% of Net Earnings, and did not exceed maximum allowable deduction. *The total combined subsistence fee and the Vendor's per diem rate shall not exceed the Department of Corrections (Department) average operating cost for "Total All Facilities (excluding private)" published in the Department's prior fiscal year Annual Report.
- 6) Transportation fees for Vendor-provided transportation did not exceed \$3.00 each way.
- 7) Banking service fees did not exceed \$6.00 per month.
- 8) Court Ordered Payment System (COPS) obligations, where required by PPP, were properly deducted and totaled at least 10% of Net Earnings.
- 9) Department obligations, where required by PPP, were properly deducted and totaled at least 10% of Net Earnings.
- 10) Family dependent deductions, where required, were properly made and disbursed in accordance with the PPP, totaling not less than 10% of Net Earnings.
- 11) Savings balances are maintained at not less than 10% of Net Earnings.
- 12) Other authorized deductions, where required, were made and disbursed in accordance with the PPP.
- 13) Inmates were permitted weekly draws, not exceeding \$100, upon written request and in accordance with PPP budget.
- 14) Inmates were permitted special withdrawals in accordance with contract language and PPP budget.
- 15) Funds deducted from Inmate earnings for Department obligations and COPS obligations are forwarded to the Department's Contract Manager, or designee, on or before the 15th day of the following month.

- 16) Funds from the accounts of Inmates that were terminated from the program and/or transferred back into the custody of the FDC are forwarded to the Department's Contract Manager, or designee, within 15 business days.
- 17) The balance of funds remaining in an Inmate's account at the time of release at end of sentence are made available to the Inmate at the time of release. *

*Account clearing is permitted no more than 10 business days prior to release, to make funds available and to allow for appropriate deduction of anticipated charges through the remainder of the Inmate's sentence. After clearing, any funds deposited (minus applicable deductions) must be provided or forwarded to the Inmate within 15 business days of release.

Acknowledged and agreed on _____, 20____

By: _____

(Signature)

Name: _____

Company Name: _____

Title: _____

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**ATTACHMENT XII– REPLY BOND FORM
FDC ITN-20-011**

REPLY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned **[Insert name of Principal]** as Principal and **[Insert name of Surety]** as Sureties, are hereby held and firmly bound unto Florida Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500 as Obligee in the penal sum of the dollar amount **[Insert Dollar Amount of the Bond here]** provided for in the **[Insert specific ID# and Title of Solicitation]**, to which the Principal has submitted a Reply to the Obligee on **[Insert Date of Receipt of Submission]**.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this **[Insert Day]** day of **[Insert Month]**, **[Insert Year]**.

[Insert name of Principal]
By:

[Insert name of Authorized Representative of Principal]
[Insert Title of Authorized Representative of Principal]

[Insert name of Surety]
By:

[Insert name of Authorized Representative of Surety]
[Insert Title of Authorized Representative of Surety]

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Reply for **[Insert specific ID# and Title of Solicitation]**.

Now, therefore, if the Reply submitted by the Principal is withdrawn by the Principal within five days of the Obligee's receipt of the Reply then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract enters into a proper contract in accordance with the Principal's Reply, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

**ATTACHMENT XIII - BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
FDC-ITN-20-011**

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

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

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

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

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

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

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

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

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

1. **Definitions**

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

2. Confidentiality Requirements

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
- (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (2) for data aggregation services, only if to be provided by Contractor for the healthcare operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services mean 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 healthcare operations of the respective covered entities.
 - (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.
- C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.

Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements

of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.

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

Such report shall notify the Department of:

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

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

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

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

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

- F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the

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

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

3. **Obligations of Department**

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

and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**

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

B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original Contract between the Department and the Contractor.

C. **Effect of Termination**

(1) Termination of this agreement will result in termination of the associated Contract between the Department and the Contractor.

(2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

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

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

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

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