



FLORIDA DEPARTMENT OF CORRECTIONS  
**REQUEST FOR PROPOSAL**  
 CONTRACTUAL SERVICES

Page 1 of 102 pages

AGENCY MAILING DATE:

October 17, 2012

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 Bureau of Procurement and Supply  
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SOLICITATION TITLE:

**OUTPATIENT SUBSTANCE ABUSE TREATMENT PROGRAM SERVICES IN JUDICIAL CIRCUITS 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 18, 19, AND 20**

SOLICITATION NO:

**12-DC-8359**

PROPOSALS WILL BE OPENED:

November 13, 2012 @ 10:00 a.m. E.S.T.

and may not be withdrawn within 365 days after such date and time.

PROPOSER NAME:

PROPOSER MAILING ADDRESS:

CITY - STATE - ZIP:

PHONE NUMBER:

FREE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

\_\_\_\_\_  
 \*AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
 \*AUTHORIZED SIGNATURE (TYPED), TITLE

\* This individual must have the authority to bind the proposer.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services (including equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal Submittal for the Proposer/Contractor and that the Proposal is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements and mandatory attestations. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Proposer/Contractor.

**NO BID SUBMITTED:** Please provide reason for "No Bid" in this Space

**PROPOSER CONTACTS:** Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation.

**PRIMARY CONTACT:**

NAME, TITLE:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

**SECONDARY CONTACT:**

NAME, TITLE:

ADDRESS:

PHONE NUMBER:

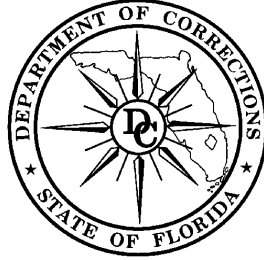
FAX NUMBER:

EMAIL ADDRESS:

\*The State of Florida's general contract conditions, Form PUR 1000 (10/06), and the General Instructions to Proposers, Form PUR 1001 (10/06), as required by Rule 60A, F.A.C. are each hereby incorporated by reference. These conditions, forms and instructions are available on the internet at <http://dms.myflorida.com/purchasing>. Any terms and conditions set forth within this document shall supercede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

**State of Florida**

**Department of Corrections**



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT PROGRAM  
SERVICES IN JUDICIAL CIRCUITS 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13,  
16, 18, 19, AND 20**

**RFP #12-DC-8359**

**DMS CLASS & GROUP  
912-009, 912-010, 912-015, 912-190**

**RELEASED ON**

**October 17, 2012**

**BY THE  
DEPARTMENT OF CORRECTIONS  
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## ***SECTION 1 - DEFINITIONS***

The following terms used in this Request for Proposal (“RFP”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 **Breach of Contract:** The condition of the relationship between the Department and the Contractor that exists when the Contractor fails to perform under the terms and conditions of the Contract that may result from this RFP.
- 1.2 **Community Supervision Program Referral Form (DC5-404) or Electronic Equivalent (Attachment 10):** The Department-required form that serves as the official record for the offender file and for data entry on which to document treatment referral, evaluation, outcome and discharge. The form may be completed and submitted in an electronic format. The electronic equivalent of the form may be accessed at <http://dcweb/co/forms/dc5-404.doc>.
- 1.3 **Comprehensive Program Evaluation:** An in-depth contract compliance monitoring conducted a minimum of once per year by the Department’s Contract Manager or designee to document the Contractor’s compliance with the terms of the contract and to evaluate overall program functioning. Frequency of monitoring will be at the discretion of the Contract Manager or designee, in accordance with Department procedure, with adequately functioning programs being monitored less frequently.
- 1.4 **Contract:** The agreement resulting from this RFP between the winning Proposer and the Department.
- 1.5 **Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the Contract.
- 1.6 **Contractor:** The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
- 1.7 **Corrective Action Plan (CAP):** A Contractor’s comprehensive written proposal to any deficiencies discovered in the course of contract monitoring, and plan for remediation of those deficiencies.
- 1.8 **Desirable Conditions:** The use of the words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.
- 1.9 **Evaluation Methodology:** The process utilized by the Department to evaluate the portions of the proposal against pre-determined established evaluation criteria to determine scores and final ranking of qualified Proposers. Portions of the proposal to be evaluated include Corporate Qualifications, Project Staff, Service Delivery Approach and Price.
- 1.10 **Evidence-based Practices:** Practices used by the Department as a step to ensure the offender receives the best services possible to include addressing antisocial behavior, antisocial personality, family/marital issues, employment/school issues, criminal thinking, and criminal associates.
- 1.11 **HIPAA:** Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requires the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.
- 1.12 **Individual Treatment Plan:** The plan that an offender must follow as written by staff and with input from the offender.

- 1.13 **Initial Treatment Plan:** A plan identifying the offender’s presenting problem and specifically addressing the offender’s substance abuse, community supervision, urinalysis, and case history, and containing clinical impressions and treatment recommendations.
- 1.14 **Licensure:** As used herein, refers to the statutory or regulatory authority to provide substance abuse programs to offenders.
- 1.15 **Licensure Inspection:** An on-site inspection conducted by the Department of Children and Families of the licensed program and a review of the service components provided to monitor and ensure the provider's level of compliance with licensure standards.
- 1.16 **Local Contract Coordinator:** The local program manager or correctional services administrator to whom specified operational tasks related to the daily operations of Department-contracted and Department-operated substance abuse programs may be delegated.
- 1.17 **Mandatory Responsiveness Requirements/Fatal Criteria:** Terms, conditions or requirements that shall be met by the Proposer to initially be considered responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet the responsiveness requirements stated in Section 5.1, will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- 1.18 **Material Deviations:** The Department has established certain requirements with respect to proposals submitted by Proposers. A requirement deviation is material if, in the Department's sole discretion, it provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. When a proposal is determined by the Department to contain “Material” deviations, these deviations cannot be waived and shall be the basis for rejection of a proposal. Because this is an RFP, the Department will apply this definition liberally in reviewing proposals in regard to service delivery.
- 1.19 **Minor Irregularity:** A variation from the RFP terms and conditions which does not affect the price proposed or gives the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the Department.
- 1.20 **Outpatient Substance Abuse Treatment Programs:** An array of substance abuse treatment programs of lesser intensity than a residential program provided to offenders participating in programs other than residential (therapeutic community) programs.
- 1.21 **Probationary License:** As used herein, refers to the license issued by the Department of Children and Families for a new substance abuse treatment program or new program component pending addition to an existing license. A probationary license is valid for ninety (90) days after the date of issuance, but may be reissued by the Department of Children and Families for one (1) additional ninety (90)-day period.
- 1.22 **Quality Assurance:** A formal method of evaluating the quality of care rendered by a provider and is used to promote and maintain an efficient and effective service delivery. Quality assurance includes the use of a quality improvement process to prevent problems from occurring so that corrective efforts are not required.

- 1.23 **Relapse Prevention:** A type of substance abuse treatment program provided either in an outpatient or residential 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 abuse.
- 1.24 **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.
- 1.25 **Responsive Proposal:** A proposal, submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- 1.26 **Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department of Corrections under the terms of the Contract resulting from this RFP.
- 1.27 **Successful Proposer/Contractor:** The entity that will be performing as the Contractor under any contract resulting from this RFP.
- 1.28 **Value-Added Services:** Additional services the Proposer may offer to provide to the Department in addition to providing services which meet the minimum services requirements and specifications of this RFP and are offered at no additional cost to the Department.
- 1.29 **Vendor, Offeror, Proposer or Contractor:** A legally qualified corporation, partnership or other entity submitting a proposal to the Department pursuant to this RFP that will be performing as the Contractor under any resultant contract.

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**SECTION 2 – INTRODUCTION**

**2.1 Background**

The Florida Department of Corrections (DC) has approximately 90,844 offenders supervised in the state’s 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 16<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup>, and 20<sup>th</sup> Judicial Circuits. Pursuant to Chapter 945, Florida Statutes (F.S.), the Department is responsible for the supervisory and protective care, and control of the offender population. In carrying out this statutory responsibility, the services described herein are designed to provide an Outpatient Substance Abuse Treatment Program to offenders in sixteen (16) Circuits.

The Outpatient Substance Abuse Treatment Program is a community-based program that offers substance abuse treatment services to offenders on a nonresidential basis. Eligible offenders are offenders who are under community supervision with the Department and must be court-ordered by the sentencing authority, or required through Interstate Compact, or in accordance with the terms of a pre-trial intervention agreement with approval by the Department. Program costs include intake screening, assessment, treatment plan review, group and individual counseling, and any other services described herein.

The 2011-2012 Fiscal Year average cost for the Circuits, as well as the statewide average cost for each type of service contemplated under this RFP is reflected below:

<b>Judicial Circuit</b>	<b>Intake Screening</b>	<b>Individual Counseling</b>	<b>Treatment Plan Review</b>	<b>Group Counseling</b>
Northern Circuits 1, 2, 3,5,7,8,9, and 18	\$47.57	\$35.08	\$26.48	\$18.66
Southern Circuits 6,10, 11, 12,13, 16, 19 and 20	\$55.81	\$47.11	\$21.96	\$24.26
Statewide Average	\$49.56	\$39.37	\$24.00	\$20.68

The Department is seeking contractors who can provide quality outpatient services in a cost effective manner. The goal of the treatment program is to offer services and interventions to motivate and assist offenders in their personal recovery from substance abuse in a manner that allows them to maintain residence and employment in the community.

During the 2011-2012 Fiscal Year, approximately \$951,941 was expended for outpatient substance abuse treatment services in the specified Circuits. See the table below for the approximate breakdown by Circuit. (Note: These numbers are provided for estimating purposes only and do not represent actual numbers to be processed under any resulting contract.)

<b>Judicial Circuit</b>	<b>Approximate Number of Supervised Offenders</b>	<b>Estimated Circuit Expenditures for Outpatient Substance Abuse Treatment Programs in FY 11/12</b>
1	5,993	\$32,000
2	3,820	\$41,000
3	2,591	\$28,263
5	7,164	\$119,653
6	9,090	\$6,700
7	5,774	\$219,594
8	2,833	\$28,044
9	9,195	\$99,625
10	5,617	\$60,000
11	10,077	\$70,000
12	4,112	\$61,000

13	9,091	\$29,000
16	570	\$14,514
18	6,249	\$74,228
19	3,392	\$64,320
20	5,316	\$4,000
Statewide	90,884	\$951,941

## 2.2 Overview and Statement of Need/Services Sought

For the State's 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 16<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup>, and 20<sup>th</sup> Judicial Circuits, the Department has identified a need for community-based outpatient substance abuse treatment and aftercare services, with particular emphasis on a need for services in a variety of site locations, based on the current offender population. The Department is committed to ensuring the availability of services to offenders requiring such treatment within each Circuit area. A more detailed description of services to be provided is contained in Section 3, Statement of Services Sought.

## 2.3 Statement of Purpose

The Department is requesting proposals from qualified vendors who have at least two (2) years of business/corporate experience within the last five (5) years in the provision of community-based criminal justice outpatient substance abuse treatment and aftercare services. The Department desires outpatient substance abuse treatment and aftercare services to be provided in the judicial Circuits listed in the tables below. A proposer may propose one or more sites for any of the locations listed. The Department intends to enter into one or more contracts per Circuit based upon funding availability and the Department's determination of service needs. The Department does not guarantee a minimum number of referrals under any contract that may result from this RFP.

All sites must be located within the limits of the specified city, specified county, or specified location within the county indicated. All program sites must be licensed prior to execution of the contract and commencement of services. In the event that a Contractor proposes a prospective site, the Contractor must provide to the Contract Manager written documentation from the Department of Children and Families (DCF) that an application for licensure at that site has been received by DCF and is complete for processing purposes no later than thirty (30) days prior to the anticipated contract start date. In the event that this documentation is not received by the Contract Manager within the specified timeframe, the Department reserves the right to rescind the intended award and make an award to the next, highest-ranking proposer for the same geographic location.

### 1. Circuit 1

Service Locations	Minimum Requirements for Location	Anticipated Contract Start Date
Escambia and Santa Rosa Counties	Zip Codes: 32526, 32505, 32506, 32508, 32507, 32534, 32577, 32568, 32535, 32533, 32561, 32562, 32563, 32501, 32502, 32503, 32507, 32533, 32504, 32514, 32565, 32566, 32570, 32571, 32583	<b>01/01/2013</b>
Okaloosa and Walton Counties	Zip Codes: 32547, 32548, 32579, 32541, 32569, 32578, 32580, 32542, 32544, 32536, 32539, 32531, 32564, 32567, 32433, 32435, 32439, 32550, 32434, 32538, 32567, 32461, 32459, 32578, 32455, 32541, 32464, 32413, 32462	

2. **Circuit 2**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
Leon County	Zip Codes: 32301, 32302, 32303, 32304, 32305, 32306, 32307, 32308, 32309, 32310, 32311, 32312, 32313, 32314, 32315, 32316, 32317, 32318, 32362, 32395, 32399	<b>06/1/2013</b>
Gadsden County	Zip Codes: 32324, 32330, 32332, 32333, 32343, 32351, 32352, 32353	
Liberty County	Zip Codes: 32321, 32334, 32335, 32360	
Franklin County	Zip Codes: 32320, 32322, 32323, 32328, 32329, 32346	
Wakulla County	Zip Codes: 32326, 32337, 32346, 32355, 32358	
Jefferson County	Zip Codes: 32331, 32336, 32337, 32344, 32345, 32361	

3. **Circuit 3**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
Columbia County	Zip Code: 32056	<b>01/01/2013</b>
Suwannee County	Zip Code: 32064	
Lafayette County	Zip Code: 32066	
Dixie County	Zip Code: 32680	

4. **Circuit 5**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
City of Ocala	Northeast, zip codes 34479 or 34470	<b>01/01/2013</b>
City of Ocala	West, zip codes 34432, 34473 or 34481	
City of Belleview	Within the City Limits	
City of Tavares	Within the City Limits	
City of Leesburg	Within the City Limits	
City of Brooksville	Within the City Limits	
City of Bushnell	Within the City Limits	
City of Inverness	Within the City Limits	<b>02/01/2013</b>
City of Lecanto	Within the City Limits	

5. **Circuit 6**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
Pinellas County	County Wide	<b>02/01/2013</b>
Pasco County – West	West of US 41. Must have ability to provide services in Spanish.	

6. **Circuit 7**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
City of Palatka	Within the City Limits	<b>01/01/2013</b>
West Volusia County	Within the City Limits of Deland.	<b>10/01/2013</b>
East Volusia County	Within one of the following zip codes for Daytona Beach: 32174, 32117, 32114, 32119, 32124, 32128, or 32127	
St. Johns County	Within the City Limits of St. Augustine	

7. **Circuit 8**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
Alachua County	Gainesville, FL	<b>01/01/2013</b>
Levy & Gilchrist Counties	Bronson, FL 32621	
Baker County	Macclenny, FL 32063	
Bradford County	Starke, FL 32091	
Union County	Lake Butler, FL 32054	

8. **Circuit 9**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
City of Orlando	One in each quadrant divided North and South by State Road 50 (Colonial Drive) and East and West by Interstate 4	<b>02/01/2013</b>
City of Kissimmee	Within City Limits	<b>04/01/2013</b>

9. **Circuit 10**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
Polk County	City of Lakeland only.	<b>02/01/2013</b>

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**10. Circuit 11**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
North Dade County	*City of Miami Gardens (servicing: Miami Gardens, City of Hialeah, City of Carol City, City of Opa Locka, City of North Miami, City of North Miami Beach)	<b>06/1/13</b>
Central Dade County	*Downtown Miami (servicing: Downtown Miami, Miami Beach, Little Havana, Little Haiti, Liberty City, Overtown, Sweetwater, Doral)	
South Dade County	*Kendall (servicing: Kendall, Cutler Ridge, South Miami, Homestead, Florida City)	

**\*Preferred site location (servicing all areas indicated)**

**11. Circuit 12**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
Sarasota County – North	Location must be north of Laurel Road	<b>02/01/2013</b>
Sarasota County – South	Location must be south of Laurel Road	
DeSoto County	County Wide	
Manatee County – East	Location must be east of US 301	
Manatee County – West	Location must be west of US 301	

**12. Circuit 13**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
Hillsborough County - Northwest	West of 1-75 & North of State Road 60	<b>02/01/2013</b>
Hillsborough County – Northeast	East of 1-75 & North of State Road 60	
Hillsborough County – South	South of State Road 60	

**13. Circuit 16**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
Monroe County	Fiesta Key to Key Largo	<b>06/01/13</b>
Monroe County	Layton to Key West	

14. **Circuit 18**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
City of Sanford	Within the City Limits	<b>01/01/2013</b>
City of Casselberry	Within the City Limits	
City of Altamonte Springs	Within the City Limits	
City of Oviedo	Within the City Limits	
City of Winter Springs	Within the City Limits	
City of Cocoa	Within the City Limits	
City of Melbourne	Within the City Limits	
City of Palm Bay	Within the City Limits	

15. **Circuit 19**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
Martin County	Zip Codes: 34994, 34997, 34996, 34990, 34957, 33455, 34956, 33458 Must have ability to provide services in Spanish.	<b>01/01/2013</b>
St. Lucie County	Zip Codes: 34945, 34950, 34979, 34949, 34946, 34952, 34947, 34954, 34953, 34982, 34984, 34983, 34948, 34985, 34988, 34981, 34986, 34987, 34951 Must have ability to provide services in Spanish.	
Indian River County	Zip Codes: 32948, 32968, 32957, 32971, 32978, 32969, 32970, 32958, 32965, 32964, 32967, 32966, 32961, 32960, 32963, 32962 Must have ability to provide services in Spanish.	
Okeechobee County	34974, 34972, 34973 Must have ability to provide services in Spanish.	

16. **Circuit 20**

<b>Service Locations</b>	<b>Minimum Requirements for Location</b>	<b>Anticipated Contract Start Date</b>
City of LaBelle	Must have ability to provide services in Spanish.	<b>02/01/2013</b>
Lee County	Must have ability to provide services in Spanish.	
Collier County	Must have ability to provide services in Spanish.	
Charlotte County	Must have ability to provide services in Spanish.	

## **2.4 Start-up and Service Implementation**

The successful proposer(s) must have the capability to implement service delivery as described herein on a date agreed upon between the successful proposer(s) and the Department.

## **2.5 Pricing Methodology**

Proposers shall provide a fixed-rate per type of service provided for the provision of outpatient substance abuse treatment and aftercare services. Pricing shall be made by Circuit, with no difference in pricing for individual locations within a Circuit.

All services shall meet or exceed the minimum requirements outlined in this RFP. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department; otherwise, it shall be considered that services proposed shall be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP, and proposers held responsible therefore.

## **2.6 Term of Contract**

It is anticipated that the initial term of any Contract resulting from this RFP shall be for a three (3) year period. At its sole discretion, the Department may renew the Contract for one (1) additional two (2) year period. The 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 resulting from this RFP, it will provide written notice to the Contractor no later than thirty (30) days prior to the Contract expiration date.

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### **SECTION 3 STATEMENT OF SERVICES SOUGHT**

This section contains the Scope of Service that will be required in any Contract that may be executed as a result of this RFP. By submitting a proposal, each Proposer specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this RFP, all requirements referencing “Contractor” contained within the Scope of Service below will be applicable to the Proposer should he/she be deemed the Successful Proposer as defined in Section I, Definitions.

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or Proposer as “Contractor” and any contract to be issued as a result of this RFP as “the Contract” or “this Contract”. This does not mean or imply that any person or firm submitting a proposal to the RFP as a vendor, offeror or Proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term “Contractor” and “this Contract” or “the Contract” throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract, shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall services meeting less than the minimum service requirements be permitted without the prior written approval of the Department; otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

#### **3.1 General Description of Services To Be Provided**

The services described herein are designed to provide outpatient substance abuse treatment and aftercare services to offenders on community supervision with the Department. The services to be delivered include intake screening, assessment, individual counseling, group counseling, treatment plan reviews, aftercare services, referrals to other treatment services and any other services described herein. The goal of the Department’s treatment program is to offer services and interventions to motivate and assist offenders in their personal recovery from substance abuse while allowing them to maintain residence and employment in the community.

#### **3.2 Rules and Regulations**

- 3.2.1** All outpatient substance abuse treatment and aftercare services provided under this Contract must meet all applicable local, state and federal ordinances, laws, rules and regulations. In addition, services must be provided in accordance with any applicable court orders, Department of Corrections’ program and procedure guidelines, and any subsequent revisions and/or addenda to those documents. Should any of the laws, standards, rules or regulations or Department procedures change during the course of this contract term, the updated version will take precedence. The Contractor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such mandates and requirements.
- 3.2.2** The Contractor shall ensure that all substance abuse treatment services provided directly or through referral to an outside provider are provided in accordance with Chapter 397, F.S., Rule 65D-30, Florida Administrative Code (F.A.C.) and all updates, and Code of Federal Regulation 42, Part 2.
- 3.2.3** The Contractor shall ensure that all Contractor’s staff providing services under this Contract comply with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.
- 3.2.4** The Contractor agrees to modify its service delivery in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of



legal settlement agreement or consent order or change in the Department's mission. Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, will be made in accordance with Section 7.6, **CONTRACT MODIFICATION**.

### **3.3 Communications**

**3.3.1** Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

**Routine:** All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.

**Informal:** Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt.

**Formal:** Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, imposition of liquidated damage, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The Contractor shall respond to all communications by facsimile, email, or hard copy mail.

The Contract Manager will utilize a date/numbering system for tracking formal communications.

**3.3.2** The only personnel authorized to use Formal Contract Communications are the Department's applicable Contract Manager, Contract Administrator, Director of the Office of Re-entry, and the Contractor's CEO or Project Manager. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) business days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

**3.3.3** In addition to the personnel named under Formal Contract Communications, personnel authorized to use Informal Contract Communications include any other persons so designated in writing by the parties.

**3.3.4** In addition to the Contract communications noted in Section 3.3.1, if there is an urgent administrative problem the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or Contractor's designee, within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty eight (48) hours. The Contractor or Contractor's designee shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about offenders within three (3) working days of receipt of the request. The Contract Managers shall be copied on all such correspondence.

### **3.4 Confidentiality**

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

### **3.5 Contractor Responsibilities**

**3.5.1** The Contractor shall provide outpatient substance abuse treatment and aftercare services to offenders on community supervision with the Department.

**3.5.2** The Contractor shall ensure that a minimum of fifty-two percent (52%) of the offenders admitted to the program are successfully discharged.

**3.5.3** The Contractor shall obtain the required licensure and shall comply with requirements and standards regarding the operation of an outpatient substance abuse treatment program as set forth in Rule 65D-30, F.A.C.

**3.5.4** The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on-site and a copy submitted to the Contract Manager or designee upon request.

**3.5.5** The Contractor shall comply with the Department's policy regarding "Non-Discrimination", which states that "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 of the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract."

**3.5.6** The Contractor shall provide the Department's Contract Manager or designee with a current copy of the program description, eligibility criteria, program rules, and specific criteria for termination from the program upon execution of the Contract.

**3.5.7** The Contractor shall submit to the Contract Manager or designee for review and written approval any significant revisions and updates to the program description, program structure, eligibility criteria, program rules, and criteria for termination from the program prior to such revisions and updates being implemented, once the contract has been executed.

**3.5.8** The Contractor shall have Internet access and maintain a current, active email address at all times, for the duration of the Contract resulting from this RFP.

### **3.6 Department Responsibilities**

**3.6.1** The Department will complete Section I of the Community Supervision Program Referral Form, DC5-404, (**Attachment 10**) for each offender approved for outpatient substance abuse treatment, and forward the form to the Contractor.

**3.6.2** The Department will make available, upon request, all non-confidential records and social histories pertaining to referred offenders to the Contractor, where such information is not otherwise protected by law.

**3.6.3** The Department will provide, upon execution of the Contract, a copy of all Department reporting forms as necessary to comply with Section **3.13**, General Reporting Requirements.

### **3.7 Administrative Requirements**

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

**3.7.2** The Contractor shall furnish its own support services (e.g., secretarial or clerical staff).

**3.7.3** The Contractor shall be responsible for providing and paying for the following items, to include but not be limited to:

- 1) Office supplies;
- 2) Office equipment; and
- 3) Forms.

### **3.8 Service Location(s), and Service Times**

#### **3.8.1 Service Location(s)**

The service location(s) shall be at a Department-approved site(s) as determined by this RFP. The specific site(s) will be designated in the contract(s) resulting from this RFP.

The Contractor attests that any service location listed is approved for the purposes outlined in this Contract. Each service location shall meet all state, county, and city zoning, permitting and licensing at the time of contract execution, as well as any other requirements necessary to operate the service location. The Contractor shall provide such documentation to the Contract Manager or designee upon request at anytime during the contract period. The Contractor 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 seventy-two (72) hours of receipt of knowledge of the charge, notice, challenge or complaint.

#### **3.8.2 Add/Delete/Change Service Location(s)**

**3.8.2.1.** Changes to the site location may be requested by the Contractor, with an effective date, via letter or e-mail. Such letter or e-mail will be followed by a formal communication from the Contractor that includes a statement that attests the new service location meets all of the service location requirements in the paragraph above. The attestation statement shall be completed, signed and notarized by the Contractor and provided to the Department prior to the effective date of the change to the service location. The Department reserves the right to approve or deny the request upon receipt of the attestation statement.

**3.8.2.2.** The Department reserves the right to require the Contractor to change a service/program site location if it is determined to be inaccessible, inconvenient or unsuitable for provision of services to offenders under this Contract. In addition, the Department reserves the right to add, delete or change service delivery locations upon thirty (30) calendar days' written notice in the best interest of the Department. Such changes, additions or deletions may be accomplished by letter. The Contractor shall change the site location as soon as possible and upon securing a replacement site, shall provide the Contract Manager with an attestation statement as described above. Changes made pursuant to this subsection do not require a contract amendment.

### **3.8.3 Service Times**

The Contractor shall conduct services at times accessible and convenient to offenders and be reasonably flexible in scheduling assessments, group sessions and individual sessions in order to accommodate offenders' work schedules.

## **3.9 Offender Referral, Admission, Discharge and Offender Payment Status**

### **3.9.1 Offender Referral**

The Department will refer appropriate offenders to the Contractor in a timely manner within the provisions of the Contract using the Community Supervision Program Referral Form (DC5-404).

All offenders participating in the treatment program must be approved for placement by the Department, in writing, prior to entrance into the treatment program. The requirement for written approval may be satisfied with the completion of Section I of the Community Supervision Program Referral Form (DC5-404) by Department staff. In order for an offender to be approved, the offender must be eligible according to the criteria outlined in the Admission Criteria section below. The Contractor is responsible for ensuring that, prior to entrance into the program, each offender screened for admission to the treatment program has a Community Supervision Program Referral Form with Section I filled out on his or her behalf. The Contractor is also responsible for completing and submitting Sections II and III at the appropriate times and for submitting these documents to the Department's designee. The Department is not liable for payment for any offender who does not have a Community Supervision Program Referral Form on file with the Contractor.

The Contractor shall ensure that prior to services being rendered, offenders sign appropriate releases, including releases that allow the Department access to all program information and alcohol and drug screening and testing results.

### **3.9.2 Community Supervision Program Referral Form (DC5-404) – (Attachment 10)**

The Department, as the referring party, will complete Section I of the Community Supervision Program Referral Form or its electronic equivalent and forward the form to the Contractor. The Contractor shall ensure that each offender referred for services has a DC5-404 Form with Section I completed.

Upon the offender's admission to the program, the Contractor shall complete Section II of the DC5-404 form and forward a copy of the form or its electronic equivalent to the Department's designated staff for data entry within three (3) calendar days of the offender's admission to the program. The original form and a copy will be retained by the Contractor.

Upon discharge of the offender from the program, the Contractor shall complete Section III of the DC5-404 form and submit the original form or its electronic equivalent to the Department's designated staff within three (3) calendar days of the offender's discharge from the program and retain a copy for the offender's clinical file.

### **3.9.3 Offender Admission Criteria**

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

### **3.9.4 Program Discharge**

The Contractor shall notify the offender's Probation Officer, in writing, within three (3) calendar days of an offender's discharge from the program, regardless of the type of discharge. The Contractor shall prepare a written Discharge Report for each offender discharged from the program, and submit the discharge report to the offender's Probation Officer within ten (10) calendar days of discharge. This discharge report must specifically state under what status the offender was discharged from the program (successful, unsuccessful, or administrative), must identify any ancillary programs the offender participated in while in the treatment program, and must outline an aftercare plan and/or further treatment recommendations. Within three (3) calendar days of an offender's discharge from the program, the Contractor shall complete Section III of the Community Supervision Program Referral Form (DC5-404) and submit the original to the Department's designee and retain a copy in the offender's clinical file. All documentation of discharge shall be maintained in the offender's clinical file.

Offenders may be discharged from the program successfully, unsuccessfully, or administratively as follows:

#### **3.9.4.1 Successful Discharge**

An offender must meet all of the following criteria to be successfully discharged from the treatment program:

- 1) The offender must have successfully complied with all program requirements;
- 2) The offender must have made satisfactory progress toward the goals of her/his substance abuse service plan; and
- 3) The offender must have obtained maximum benefit from the program as determined by her/his counselor and the counselor's clinical supervisor.

#### **3.9.4.2 Unsuccessful Discharge**

An offender may be unsuccessfully discharged from the program when the discharge is a result of any of the following:

- 1) Violation of program rules;
- 2) Failure to meet the requirements of a successful discharge as outlined above; or
- 3) A maximum of three (3) unexcused absences from scheduled treatment events.

The decision to unsuccessfully discharge an offender shall be made by the primary counselor and qualified clinical supervisor based on clinical reasons. The supporting rationale shall be documented in the offender's clinical file.

#### **3.9.4.3 Administrative Discharge**

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

- 1) A medical or mental health condition which prohibits an offender from participation in the program;
- 2) A clinical determination that the offender is not in need of substance abuse treatment;
- 3) Expiration of the offender's sentence;

- 4) Death of the offender; or
- 5) Other approved reasons outside of the control of the offender or program and unrelated to program compliance.

### **3.9.5 Offender Payment Status**

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

**3.9.5.1** Department-Funded Status – The Department will compensate the Contractor for one hundred percent (100%) of the applicable fee(s) for services provided in accordance with the rates in the Compensation section of this Contract, for offenders in this status. Offenders in this payment status are not required to make any payments to the Contractor for services provided.

**3.9.5.2** Offender Co-Payment Status – The Department will compensate the Contractor for fifty percent (50%) of the applicable fee(s) for services provided in accordance with the rates in the Compensation section of this Contract, for offenders in this payment status. Offenders in this payment status will pay fifty percent (50%) of the applicable fee(s) to the Contractor at the time services are rendered.

**3.9.5.3** Offender Full/Self Payment Status – The Department will not assume the cost of treatment services for offenders in this payment status. Offenders in full/self payment status will pay one hundred percent (100%) of the cost for services in accordance with the rates in the Compensation section of this Contract, at the time services are rendered.

The Contractor shall collect all monies, provide a receipt to the offender for each payment, and shall follow acceptable accounting practices and procedures in processing all offender payments. The Contractor may request full or co-payment from an offender, as applicable at the time services are rendered and may refuse to provide services if an offender fails to pay timely. The Contractor shall notify an offender's Probation Officer in the monthly progress report if an offender refuses to pay either the full payment or the co-payment for services.

The Department will not be held liable and will not pay for unpaid offender payments. The Department is not responsible for collecting any payment from the offender, including collection of overdue or unpaid amounts the offender might owe to the Contractor. The Department will not pay for services not provided by the Contractor, such as fees for missed appointments. The Department will not be liable for payment for services rendered to an offender who has not been referred and approved by the Department with the Community Supervision Program Referral Form (DC5-404).

### **3.10 Program Services to be Provided**

The Contractor shall provide outpatient substance abuse treatment program services to motivate and assist offenders in their personal recovery from substance abuse while allowing them to maintain residence and employment in the community. These services include the following requirements summarized below.

The Contractor shall require each offender to sign an attendance report/sign-in sheet for verification of attendance at each treatment event. This attendance report/sign-in sheet shall identify the offender's name and DC number, the date, time, duration, place of the treatment event and the treatment counselor facilitating the treatment event. The attendance report/sign-in sheet for each treatment event shall be

maintained on-site and made available to the Contract Manager or designee upon request. Failure to produce the documentation upon request may impact invoice certification for that treatment event.

The Contractor shall refer all offenders screened and determined to be in need of a treatment other than outpatient substance abuse treatment, back to the referring correctional probation officer for appropriate follow-up with the sentencing court or release authority. In such cases, the Contractor shall document their recommendation in the written narrative summary of the intake screening within ten (10) calendar days of receipt of the referral.

The minimum clinical time requirements for group and individual counseling sessions shall be utilized to provide direct clinical services to offenders and shall not be utilized to conduct urinalysis, case management activities, or other associated tasks (i.e., writing case notes, report writing, general paperwork, etc.).

The Contractor shall provide the following treatment services:

### **3.10.1 Intake Screening**

The Contractor shall screen the offender within ten (10) calendar days of receipt of the Department's referral to determine the offender's appropriateness and eligibility for substance abuse treatment services and the level of services needed, or other disposition. The Contractor shall document the rationale for their recommendation or action taken. The Contractor shall refer all offenders identified during the intake screening as having a substance abuse problem (by admitted drug usage, positive urinalysis, a drug offense, significant other reports, etc.) to the appropriate treatment, regardless of whether the offender admits to a drug problem or desires to enter treatment. The Department may also request that alcohol and drug screening and testing be completed during the intake process if the screening indicates that the offender is appropriate for Outpatient Substance Abuse Treatment Services. The alcohol and drug screening and testing will be completed at no cost to the Department.

If it becomes apparent that the waiting time is going to exceed ten (10) calendar days due to reasons beyond the Contractor's control, the Contractor must notify the Contract Manager or designee in writing. If requested by the Contract Manager, the Contractor shall follow-up with a weekly status report on all offenders who have had an initial intake screening but who have not yet started treatment.

If an offender reschedules the intake screening appointment or fails to appear for any scheduled appointment, the Contractor shall advise the Probation Officer, in writing, within three (3) calendar days of an offender's absence from any appointment, individual counseling session, or group counseling session. Notice shall be provided via the Community Supervision Program Referral Form (DC5-404) or by other written notice within three (3) calendar days of the rescheduled or missed appointment.

### **3.10.2 Orientation and Initial Treatment Plan**

For each offender referred by the Department and determined to be appropriate for outpatient substance abuse treatment, the Contractor shall provide the offender with an orientation that includes, but is not limited to:

- a) A description of services to be provided;
- b) Applicable fees;
- c) Information on client rights;
- d) Limits of confidentiality;
- e) General information about the Contractor's infection control policies and procedures;

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

The Contractor shall also develop an initial treatment plan in accordance with Rule 65D-30, F.A.C. and any revisions/updates thereof. These activities must occur prior to or upon the offender's placement into the program. In addition to the initial treatment plan requirements of Rule 65D-30, F.A.C., this plan must also specifically address the fact that the offender is on community supervision. A written narrative summary of the screening and a copy of the Initial Treatment Plan shall be provided to the Probation Officer within ten (10) calendar days of the Contractor's first contact with the offender.

### **3.10.3 Assessment**

The Contractor shall complete a medical history and the psychosocial assessment and updates in accordance with the requirements and timeframes specified in Rule 65D-30, F.A.C. and any future revisions/updates.

### **3.10.4 Individual Treatment Plan**

The Contractor shall complete the Individual Treatment Plan in accordance with the requirements and timeframes specified in Rule 65D-30, F.A.C. Offenders shall participate in the development of their Individual Treatment Plan. The individualized treatment plan should minimally address the offender's substance use, criminal thinking, correctional supervision and financial responsibilities for treatment services. Each of these areas, as appropriate, should be incorporated into the offender's Individual Treatment Plan as specific treatment objectives.

### **3.10.5 Treatment Plan Reviews**

The Contractor shall complete Treatment Plan Reviews in accordance with the requirements and timeframes specified in Rule 65D-30, F.A.C. and any future revisions/updates. Offenders shall participate in their treatment plan reviews. A treatment plan review session shall consist of a minimum of thirty (30) minutes of face-to-face contact between the offender and the primary counselor. The Contractor may only invoice the Department and/or the offender for one (1) treatment plan review session every thirty (30) calendar days after the development and implementation of the individualized treatment plan.

### **3.10.6 Aftercare Plan**

For any offender identified to be in need of aftercare services, the Contractor shall develop an aftercare plan in accordance with the requirements and timeframes specified in Rule 65D-30, F.A.C. and any future revisions/updates. The aftercare plan shall provide an outline of the goals to be accomplished during aftercare including regular counseling sessions and the need for ancillary services.

### **3.10.7 Individual Counseling**

Sessions shall consist of a minimum of forty-five (45) minutes of face-to-face contact with the offender. The Contractor is authorized to provide one (1) individual counseling session to each offender within the first thirty (30) days of program entry for the purposes of assessment and individualized treatment plan development. After the first thirty (30) days provision of individual counseling sessions, if deemed clinically necessary, must be approved in advance and in writing by the Contract Manager or designee.



### **3.10.8 Group Counseling Sessions**

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

#### **3.10.8.1 Substance Abuse Education & Life Skills Training Groups (Six (6) to Twelve (12) Weeks)**

These psycho-educational groups shall provide education in the areas of the disease of addiction, pharmacology, relapse prevention, health education, motivational enhancement, criminal thinking, anger management, communication skills, problem solving and other related recovery and resiliency topics. These groups shall be primarily didactic in nature using evidenced-based practices. The group shall be at least sixty (60) minutes duration and led by a substance abuse counselor. This group time does not include administrative tasks such as taking attendance and collecting fees. The maximum group size may not exceed twenty-five (25) participants.

#### **3.10.8.2 Group Counseling (Process Groups)**

Group counseling sessions are utilized to treat substance abuse related disorders and address the criminal thinking behaviors. The number of process groups an individual attends per week shall be based on individual clinical need determined through the assessment and reassessment process. The frequency of group participation shall be reflected on the individualized treatment plan. The number of process groups an individual attends may increase or decrease depending on clinical need. Process groups shall be at least sixty (60) minutes in duration. This group time does not include administrative tasks such as taking attendance and collecting fees. The maximum group size may not exceed fifteen (15) participants.

#### **3.10.8.3 Aftercare Groups**

These groups provide aftercare counseling to offenders who have completed a Department inpatient or outpatient program. The groups shall focus primarily on relapse prevention. Aftercare groups shall be at least sixty (60) minutes duration. This group time does not include administrative tasks such as taking attendance and collecting fees. The maximum group size may not exceed fifteen (15) participants.

### **3.10.9 Alcohol and Drug Screening and Testing**

If the Contractor chooses to utilize alcohol and drug screening and testing as part of its treatment protocol, it must be done in accordance with the Department's alcohol and drug screening and testing and confirmation protocol as follows:

- 1) Prior to collecting a urine specimen for drug testing, the offender will be identified by photo identification, name and DC number.
- 2) Specimen collection training will be conducted by the manufacturer of the on-site testing device or by personnel that have been certified as specimen collectors.
- 3) All urine specimen collections will be performed under direct observation.
- 4) Staff of the same sex as the offender will personally witness the specimen collection.
- 5) A presumptive positive result from an on-site device will require a laboratory confirmation utilizing a Gas Chromatography/Mass Spectrometry (GC/MS).

All positive drug screens and/or confirmations must be reported to the supervising probation officer within twenty-four (24) hours.

Any change to the approved alcohol and drug screening and testing protocol must be approved in writing by the Contract Manager or designee. Any alcohol and drug screening and testing done by the Contractor shall be at no cost to the Department. Any fee charged to the offender for alcohol and drug screening and testing or other method of alcohol and drug screening and testing shall be approved in writing by the Contract Manager, or designee, prior to any such fee being assessed.

If Contractor does not utilize alcohol and drug screening and testing, they shall have an alternative treatment protocol for monitoring alcohol and drug use. This may include consulting with the offender's Probation Officer.

#### **3.10.10 Ancillary Services**

Ancillary Services, including psychiatric and medical, shall be provided directly by the Contractor or through referral in those instances where the Contractor does not provide certain services needed by an offender. The need and referral for ancillary services shall be reflected in the individualized treatment or aftercare plan.

#### **3.10.11 Clinical Supervision**

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

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

#### **3.10.12 Training of Department Staff**

If requested by the Department, and at no cost to the Department, the Contractor shall provide up to forty (40) hours of substance abuse training annually for Department employees. Training topics, time allocations, and the number of Probation and Parole staff to be trained shall be determined by the Contractor and the Circuit Administrator, or designee.

### **3.11 Contractor Staff Requirements**

#### **3.11.1 General Staffing Requirements**

The Contractor shall have direct oversight, be responsible for and monitor the performance of all staff providing outpatient substance abuse treatment services in support of this Contract.

The Contractor shall ensure staff is scheduled to work during hours that offenders are available, including evening and weekend hours, so that attendance at treatment services is convenient for offenders, as determined by the Contract Manager or designee.

The Contractor shall maintain a written job description for all staff providing services under this Contract. In addition, the Contractor shall maintain on file a current application and/or resume of

all staff providing services under this Contract, and shall provide a copy to the Contract Manager or designee upon request.

The Contractor’s staff shall liaise with and maintain a good working relationship with Department staff and other providers working with the Department.

**3.11.2 Minimum Staffing Levels and Absences/Vacancies**

The Contractor shall provide an adequate level of professional treatment staff for provision of the services outlined herein and shall ensure that staff providing services are appropriately trained. The Contractor shall comply with all counselor-to-client ratios established in applicable sections of Rule 65D-30, F.A.C. and all updates and revisions thereto.

The Contractor shall ensure the constant presence of sufficient staff and treatment space to provide the services listed at the approved site, in order to ensure that there will be no waiting lists for assessments or treatment services and shall monitor staff vacancies to ensure treatment services to offenders are not canceled, postponed, or rescheduled. The Contractor shall notify the Contract Manager or designee within one (1) business day of any treatment services to offenders having to be postponed, canceled, or rescheduled by the Contractor.

All substance abuse treatment services shall be provided under the supervision of a “qualified professional” as defined in Chapter 397, F. S. and Rule 65D-30, F.A.C.

The Contractor shall have and utilize a written back-up plan and have adequate staff to fill-in for assessment and treatment staff who may be absent from work (e.g., unexpected emergency, illness, or vacation) to ensure that treatment services to offenders (i.e., assessments, groups and individual sessions) will not be canceled or rescheduled.

**3.11.3 Contractor Staffing Qualifications and Credentials**

Contractor staff providing Clinical Supervision shall, at a minimum, meet the criteria for a Qualified Professional, as outlined in Chapter 397, F.S and Rule 65D-30, F.A.C., and all updates and revisions thereto.

Contractor’s clinical staff providing services (counselors) shall, at a minimum, meet the criteria for a Qualified Professional, as outlined in Chapter 397, F.S.; or meet the qualifications for a substance abuse counselor specified in the Contractor’s approved personnel policies pursuant to service/program licensure requirements by the Department of Children and Families (DCF).

Contractor’s staff must have the ability to provide services in Spanish at the following service locations:

<b>CIRCUITS</b>	<b>SERVICE LOCATIONS</b>
Circuit 6	Pasco County – West
Circuit 19	Martin County
	St. Lucie County
	Indian River County
	Okeechobee County
Circuit 20	City of LaBelle
	Lee County
	Collier County
	Charlotte County

The Contractor shall provide a certification statement on each individual to the Contract Manager or his/her designee certifying that the credentials of each individual have been reviewed and that he/she is certified as fully qualified to perform the duties assigned. A copy of each completed credentials file shall be maintained by the Contractor.

The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department. Department employees terminated at any time by the Department for cause may not be employed or provide services under the Contract. The Department shall not employ criteria to approve or disapprove the selection of Contractor employees that exposes the Contractor or the Department to civil or criminal liability under applicable federal or state civil rights laws, including, but not limited to, those laws establishing or protecting employee rights.

#### **3.11.4 Conduct and Safety Requirements**

The Contractor shall ensure that all staff adhere to and are provided 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 any work under the Contract resulting from this RFP. The Department is under no obligation to inform the Contractor of the criteria for disqualification or removal.

- 3.11.4.1.** The Contractor's staff shall not display favoritism to, or preferential treatment of, one program participant or group of program participants over another.
- 3.11.4.2.** The Contractor's staff shall not deal with any offender except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an offender or an offender's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to offenders, their family or close associates.
- 3.11.4.3.** The Contractor's staff shall not enter into any business relationship with offenders or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- 3.11.4.4.** Unless approved in writing by the Contract Manager or designee, the Contractor's staff shall not have outside contact (other than incidental contact) with an offender being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- 3.11.4.5.** The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- 3.11.4.6.** 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 Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.

- 3.11.4.7.** The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty-four (24) hours, of the Contractor's knowledge of the incident.

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

- 3.11.5.1.** The Contractors' staff, assigned to this 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 Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, upon request, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.
- 3.11.5.2.** The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- 3.11.5.3.** No person who has been barred from any Department institution or other Department facility shall provide services under this Contract without prior written approval from the Contract Manager.
- 3.11.5.4.** Offenders shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the offender and any staff of the Contractor. It is the responsibility of the Contractor to advise the Contract Manager of any known pre-existing close personal relationships between staff and offenders. Rule 33-208.002(26) F.A.C. shall apply at the program, which stipulates that marriage between an employee and an offender is prohibited.
- 3.11.5.5.** The Contractor shall not employ or enter into any subcontract with any individual at any program site under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the Contractor's program. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with or access to any records of the Department of Corrections sponsored offenders participating at contracted sites.

- 3.11.5.6. The Contractor shall disclose any business or personal relationship a Contractor staff person, officer, agent or potential hiree may have with anyone presently incarcerated or under the supervision of the Department.
- 3.11.5.7. The Contractor shall immediately report any new arrest, criminal charges or convictions of a current employee under this Contract.
- 3.11.5.8. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall require that all proposed employees provide to them the details of any criminal background information. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when the Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

### **3.11.6 Utilization of E-Verify**

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

### **3.12 Program Operating Procedures**

The Contractor shall have a written, indexed system of operating procedures that is descriptive of services required, reporting and notifications, and the population served. All staff shall have a working knowledge of the operating procedures. These operating procedures shall be available for review by the Contract Manager or designee upon request. At a minimum, the operating procedures shall include the following:

**3.12.1 Program Operating Procedures:** A detailed description of operational policies and procedures governing daily operations of the program.

**3.12.2 Quality Assurance Plan:** A written quality assurance plan that complies with the requirements set forth in Section 397.419, F.S. and ensures the use of a continuous quality improvement process, in accordance with Rule 65D-30.004(2), F.A.C. The Contractor shall be responsible for all costs incurred as a result of implementing the quality assurance plan. The Contract Manager or designee may request a semi-annual or annual report on the Contractor's compliance with the quality assurance plan.

- 3.12.3 Emergency Medical Services Plan:** A detailed description of the manner in which medical emergencies shall be addressed.
- 3.12.4 Plan for Universal Infection Exposure Control:** A written plan for exposure control regarding infectious diseases. The plan shall apply to all staff, volunteers, clients and offenders. The plan shall be approved and reviewed annually by a medical director or consulting physician. The plan shall be in compliance with Chapters 381 and 384, F.S., and Rules 64D-2 and 64D-3, F.A.C.
- The Plan should include the following universal infection control services:
- 1) Risk Assessment and Screening;
  - 2) HIV and TB Testing; and
  - 3) Reporting of communicable diseases in accordance with Rule 65D-30.004(9)(b)(3).
- 3.12.5 Universal Infection Control and Education Requirements for Employees and Clients:** A written plan that reflects how the Contractor meets the educational requirements for HIV and AIDS pursuant to Section 381.0035, F.S., and how all infection prevention and control educational activities shall be documented.
- 3.12.6 Grievance Procedure:** A written procedure by which offenders may present grievances related to services provided to them by the Contractor under the contract. Such procedure shall, at a minimum, address the offender's due process rights and any substantive issues sought to be raised by the offender. The Contractor shall advise the offender of the proper method of presenting the grievance. Offenders shall be encouraged to resolve grievances with program staff before lodging a formal grievance.
- 3.12.7 Emergency Operations Procedure:** A written emergency procedure covering such emergencies as fire, natural disaster, hurricanes, severe weather and a pandemic outbreak.

### **3.13 General Reporting Requirements**

Reports shall be written in such a manner as to be understood by non-practitioners and shall contain clear and practical recommendations that will assist the offender's Probation Officer in effectively supervising the offender. The Contractor shall submit and maintain the following records and documentation on-site and make available for review as requested by the Department, or as otherwise specified in Section 7.7.3, **Retention of Records:**

#### **3.13.1 Treatment Reports**

The written reports described below shall be provided by the Contractor to the offender's Probation Officer via email and a copy shall be retained in the Contractor's file.

##### **3.13.1.1 Written Progress Reports**

The Contractor shall provide a written progress report following a format approved by the Contract Manager or designee for each offender in treatment and shall distribute this report to the offender's Probation Officer by the tenth (10<sup>th</sup>) day of the month following the month during which services were provided or as soon as possible thereafter with written approval by the Local Contract Coordinator. At a minimum, the progress report must include the following information:

- 1) Offender's name, DC number and Probation Officer's name;
- 2) Month and year of service, Contract number, and program name;
- 3) Dates of attendance, and any missed appointments;
- 4) Types of services delivered;
- 5) Progress in the program and a progress rating;
- 6) Prognosis;
- 7) Therapist/Case Manager's signature; and
- 8) Alcohol and drug screening and testing results, if applicable.

#### **3.13.1.2 Written Discharge Reports**

The Contractor shall provide a written discharge report for each offender discharged from treatment. The discharge report shall be submitted to the offender's Probation Officer within ten (10) calendar days of discharge or as soon as possible thereafter with written approval by the Local Contract Coordinator. The discharge report must follow a format approved by the Contract Manager or designee and include:

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

#### **3.13.1.3 Incident Reports**

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

#### **3.13.1.4 Alcohol and Drug Screening and Testing Results Report**

If applicable, the Contractor shall submit to the Department's designated staff, a monthly report detailing the dates, alcohol and drugs tested for, and results of all alcohol and drug screening and testing for each individual offender.

### **3.13.2 Summary Invoice (ATTACHMENT 11) and Program Detail and Monthly Performance Report (ATTACHMENT 12)**

The Contractor shall provide the Department of Corrections with a Summary Invoice and a Program Detail and Monthly Performance Report. These reports shall be submitted to the Contract Manager or designee no later than the last business day of the month following the month for which the services covered by the report were provided. The Program Detail and Monthly Performance Report shall reflect offender-made payments and be accompanied by detail sufficient for a pre and post audit.



### **3.13.3 Department of Children and Families (DCF) Licensure and Licensure Inspections**

The Contractor shall provide the Department of Corrections with a copy of the following licensure items as applicable to the services required under this Contract. These items shall be submitted to the Department's Contract Manager within thirty (30) days of receipt from DCF.

**3.13.3.1** DCF Regular License(s); and

**3.13.3.2** DCF Licensure and other DCF Inspections.

### **3.14 Records and Documentation**

The Contractor shall comply with all record keeping and reporting practices established by the Department, including the utilization of the Department's standardized format for all invoices, assessments, discharge reports, attendance reports/sign-in sheets, and monthly progress reports. Any deviation from the standard format for invoicing and reports must be approved by the Contract Manager or designee.

### **3.15 Clinical Files**

Upon admission, the Contractor shall prepare a clinical file for each offender. All clinical files shall contain documentation as required by the service specifications of this Contract and by Rule 65D-30, Florida Administrative Code, and Chapter 397, F.S., and all updates and revisions to those documents.

### **3.16 Quality Assurance**

In accordance with Rule 65D-30.004(2), F.A.C., the Contractor shall have a quality assurance program that complies with the requirements set forth in Section 397.419, F.S., and ensures the use of a continuous quality improvement process. The Contractor shall be responsible for all costs incurred as a result of this quality improvement.

### **3.17 Value-Added Services**

The Contractor may provide value-added services to a Contract resulting from this RFP. These services will be in addition to the services which meets the minimum requirements and specifications of this RFP. These value-added services must be provided at no cost to the Department.

### **3.18 Performance Measures**

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

Note: The Contractor shall comply with all Contract terms and conditions upon contract execution and the Department may monitor this compliance upon implementation of services to ensure that Contract requirements are being met.

#### **3.18.1 Performance Outcomes, Measures and Standards**

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

### **Performance Measure #1 - Licensure**

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

**Measure:** Receive written report from the Department of Children and Families and a copy of the appropriate license(s).

**Standard:** The Contractor must maintain the appropriate level of Department of Children and Families license(s) for one-hundred percent (100%) of the contracted program(s).

### **Performance Measure #2 – Other Contract Requirements**

**3.18.1.2. Outcome:** The Contractor shall meet 100% of their contractual obligations.

**Measure:** Review the total score of the annual comprehensive contract evaluation conducted by the Department.

**Standard:** The Contractor must meet or exceed a score of 80% compliance on the annual comprehensive contract evaluation.

By execution of any contract that is a result of this RFP, the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above. Any failure by the Contractor to achieve the Performance Measures identified above may result in assessment of Liquidated Damages as provided in Section 3.20. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this RFP.

### **3.19 Monitoring Methodologies**

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

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

A Contract Monitoring tool will be developed by the Department's Bureau of Substance Abuse and Treatment Services in accordance with the requirements in the contract resulting from this RFP. The monitoring tool will be utilized in review of Contractor's performance and contract requirements.

To further assist in the contract monitoring process, the Department has established a Contractor's Self-Certification of Compliance form, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Contractor's Self-Certification of Compliance form will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Contractor's Self-Certification of Compliance form within thirty (30) days of execution of the Contract resulting from this RFP and forward the original to the Contract Manager. All documents referenced in

the Contractor's Self-Certification of Compliance form shall be maintained by the Contractor and copies shall be provided to the Department upon request, within three (3) business days.

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

The Contract Manager or designee will conduct an orientation site visit during the first thirty (30) days of program start-up. The Contract Manager or designee will observe and assess the Contractor's understanding of the tasks required for the overall successful functioning of the program. This program site visit will include: confirmation that technical instructions have been provided to new staff; a face-to-face meeting with the lead contract supervisor(s) and staff to ensure that contract requirements, monthly reporting, invoicing, program data management are clearly understood and properly implemented. This will be followed-up by an in-depth comprehensive program monitoring evaluation of the program, at least once during every contract year.

### **3.19.2 Monitoring Performance Outcomes and Standards**

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery to determine if the Contractor has achieved the required level of performance for each Performance Outcomes, Measures, and Standards identified in Section 3.18.1.

If the Department determines that the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal contract communication in accordance with Section 3.3. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes, Measures and Standards within thirty (30) days of notice.

## **3.20 Liquidated Damages**

By executing this Contract, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law.

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

The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the Performance Measures, Outcomes and Standards set forth in Section 3.18.

**3.20.1** If the Contractor fails to meet Performance Measures as outlined in Performance Measure #1, the Department will impose Liquidated Damages in the amount of two hundred and fifty dollars (\$250.00) a month until such time as the appropriate license is issued for the contracted program(s).

Liquidated damages will be assessed if an interim license is issued for any of the following reasons:

**3.20.1.1.** Facility or service component under contract with the Department of Corrections is substantially in non-compliance with licensure standards.

- 3.20.1.2.** The Contractor has failed to provide satisfactory proof of conformance to fire, safety or health requirements for the contracted program(s).
  - 3.20.1.3.** The Contractor is involved in licensure suspension or revocation proceedings for the contract program(s).
- 3.20.2** If the Contractor fails to meet Performance Measures as outlined in Performance Measure #2, the Department will impose Liquidated Damages in the amount of twenty-five percent (25%) of the allocation to the contract on July 1 of that year.

**3.21 Deliverables**

The following services or service tasks are identified as deliverables for the purposes of the Contract resulting from this RFP:

1. Units of Service pursuant to Section **3.10, Program Services to be Provided;** and
2. Reports as specified in Section **3.13., General Reporting Requirements.**

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## SECTION 4 – PROCUREMENT RULES AND INFORMATION

### 4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Cassandra E. Williams, Procurement Manager  
Bureau of Procurement and Supply (BPS)  
Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32311  
Telephone: (850) 717-3675  
Fax: (850) 488-7189  
E-mail: [williams.cassandra2@mail.dc.state.fl.us](mailto:williams.cassandra2@mail.dc.state.fl.us)

Pursuant to Section 287.057(23), Florida Statutes, Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting 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 proposal.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

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

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

### 4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	DATE	TIME	ACTION
4.2.1	October 17, 2012		Release of RFP to Public, posted on VBS.
4.2.2	October 23, 2012	5:00 p.m.	Last Day for Written Inquiries and Notice of Intent to Propose received by the Department.
4.2.3	October 30, 2012		Anticipated date that Answers to Written Inquiries will be posted on VBS.
4.2.4	November 13, 2012	10:00 a.m.	Proposals Due/Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria).
4.2.5	November 27, 2012	3:00 p.m.	Date of Price Proposal Opening.
4.2.6	December 11, 2012		Anticipated Posting of Agency Decision
4.2.7	January 1, 2013 (or as indicated)		Anticipated Contract Start Date

## **4.3 Procurement Rules**

### **4.3.1 Submission of Proposals**

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposer follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, and shall be submitted to the attention of the Procurement Manager at the address listed in Section 4.1. Proposals received late (after proposal opening date and time) will not be considered and no modification by the Proposer of submitted proposals will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

### **4.3.2 Proposal Opening**

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The public opening will take place at the Department of Corrections, Bureau of Procurement and Supply, 501 South Calhoun Street, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

### **4.3.3 Costs of Preparing Proposals**

The Department is not liable for any costs incurred by a Proposer in preparing the proposal to this RFP.

### **4.3.4 Disposal of Proposals**

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right. Should the Department reject all proposals and issue a re-bid, information submitted in response to this RFP will become a matter of public record as indicated in Section 119.07 (1), Florida Statutes.

### **4.3.5 Right to Withdraw Request For Proposal**

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

### **4.3.6 Mandatory Responsiveness Requirements/Fatal Criteria**

Mandatory Responsiveness Requirements/Fatal Criteria are those terms, conditions or requirements stated in Section 5.1 that shall initially be met by the Proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements in Section 5.1 will not be further evaluated.

#### 4.3.7 Right to Reject Proposal Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Statement of Qualifications and/or Technical Proposal/Service Delivery Narrative or the right to waive minor irregularities when to do so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the Request for Proposal terms and conditions which does not affect the price proposed, or give the Proposer an advantage or benefit not enjoyed by other proposers, 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.

The Department seeks to maximize competition and reserves the right to follow up with Proposers to obtain the necessary information so that background investigations can be completed and financial status determined. Failure of a Proposer to timely respond to follow up requests from the Department may result in a determination of non-responsiveness and removal of the Proposer from further consideration.

#### 4.3.8 Site Visits and Proposers' Conference

##### 4.3.8.1 Site Visits

No Site Visits will be held for this procurement.

##### 4.3.8.2 Proposers' Conference

No proposer's Conference will be held for this procurement.

#### 4.3.9 Inquiries

4.3.9.1 Any questions from Proposers concerning this RFP shall be **submitted in writing**, identifying the submitter, to the Procurement Manager identified in Section 4.1 of this RFP and must be received no later than the date and time specified in the Calendar of Events (Section 4.2). **E-mail inquiries are preferred.** However, it is the responsibility of the Proposer to confirm receipt of e-mailed, mailed or faxed inquiries.

4.3.9.2 Interested parties shall examine this RFP to determine if the Department's requirements are clearly stated. Proposers may request, in writing, that requirements be changed. The Proposer who requests changes to the Department's requirements must identify and describe their difficulty in meeting the Department's requirements, must provide detailed justification for a change, and must recommend changes to the requirements. Requests for changes to this RFP must be received by the Department no later than the date shown for written questions in the Calendar of Events (Section 4.2). A Proposer's failure to request changes by the date described above shall be considered to constitute Proposer's acceptance of Department's requirements. The Department shall determine what changes to this RFP shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this RFP, which shall be posted on VBS, in order that all Proposers shall be given the opportunity of proposing to the same requirements.

4.3.9.3 Failure to file a protest of the RFP specifications within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.3.9.4 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the Department's estimated total value of the

proposed Contract. The amount of the bond will be provided by the Department pursuant to Section 287.057(2)(c), Florida Statutes.

#### **4.3.10 Addenda**

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

#### **4.3.11 Cost/Price Discussions**

Any discussion by a Proposer with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said Proposer's proposal.

#### **4.3.12 Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Section 4.1 of this RFP, shall be considered a duly authorized expression on behalf of the Department. Only communications from the Proposer's representative which are in writing and signed will be recognized by the Department as duly authorized expressions on behalf of the Proposer.

#### **4.3.13 No Prior Involvement and Conflicts of Interest**

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

#### **4.3.14 State Business Entity Registration Requirements**

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

#### **4.3.15 MyFloridaMarketPlace Vendor Registration**

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

#### **4.3.16 Public Entity Crimes**

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subcontractor, or consultant



under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

#### **4.3.17 Discriminatory Vendors List**

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a bid or proposal to provide goods or services to a public entity, may not be awarded a Contract or perform work as a Contractor, supplier, subcontractor or consultant under Contract with any public entity and may not transact business with any public entity.

#### **4.3.18 Unauthorized Employment of Alien Workers**

The Department does not intend to award publicly funded Contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

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

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Proposer 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, Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the Department with a separate redacted copy of its proposal 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 proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Proposer submits its proposal to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The Proposer shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret or otherwise not subject to disclosure. Further, the Proposer shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Proposer's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Proposer fails to submit a Redacted Copy with its proposal, the Department is authorized to produce the entire documents, data or records submitted by the Proposer in answer to a public records request for these records.

#### **4.3.20 Disclosure of Proposal 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 Proposer or its agents. All replies shall become the property of the Department and shall not be returned to the Proposer. 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 proposal shall not affect this right.

### **4.4 Posting of Notice of Agency Decision**

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

The Notice of Agency Decision will be posted on or about the date shown in the Calendar of Events (Section 4.2) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (follow instructions listed in Section 4.3.11).

**4.4.1** Anyone seeking to file a formal protest must do so within the time prescribed in Chapter 120.57(3), Florida Statutes. 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, Florida Statutes.

**4.4.2** Filing Notices of Intent or Formal Protest

Notice of Intent to Protest or Formal Protest shall be filed with the Clerk of the Agency, located at **501 South Calhoun Street, Tallahassee, Florida 32399-2500**. Protest related documents may be hand-delivered to the Agency Clerk by entering the Calhoun Street entrance and asking the person at the Security Desk to call the Agency Clerk to come down to the entrance to receive the documents for filing. Documents left at the Security Desk will not be considered filed until received by the Agency Clerk. Formal protests may not be faxed filed. Protest documents received after hours will be filed the next business day. Protests sent to the Procurement Manager by any means (mail, fax or email), will not be considered filed with the Agency Clerk until they are received by the Agency Clerk at the Carlton Building address.

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## **SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS**

The Proposer shall supply **one (1) original signed and five (5) copies** of the Project Proposal in writing, on paper, and **one electronic copy**, all clearly marked “RFP #12-DC-8359 – Outpatient Substance Abuse Treatment Program Services in Judicial Circuits 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 18, 19 AND 20.

The Proposer shall supply **one (1) original signed and one (1) copy** of the Price Proposal clearly marked “RFP #12-DC-8359 – Price Proposal for Outpatient Substance Abuse Treatment Program Services in Judicial Circuits 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 18, 19 AND 20.” **The Price Proposal must be completed utilizing the Price Information Sheet(s), which is provided at the end of this RFP document.** The Price Information Sheet(s) must be filled out completely and in accordance with instructions set forth in Section 5.9., of this RFP.

**The Project Proposal and Price Proposal may be submitted within the same box or container AS LONG AS they are in SEPARATELY SEALED packages/envelopes clearly identified as indicated above. Inclusion of any costs or pricing data in the Project Proposal may result in rejection of the entire proposal submission.**

### **Project Proposal Format and Contents**

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

Project Proposals shall be limited to a page size of eight and one-half by eleven inches (8.5” x 11”). Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire proposal. All pages shall be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

**All Project Proposals must contain the sections outlined below. Those sections are called “Tabs.” A “Tab”, as used here, is a section separator, offset and labeled, (Example: “Tab 1, Mandatory Responsiveness Requirements”), such that the Evaluation Team can easily turn to “Tabbed” sections during the evaluation process. Failure to have all copies properly “tabbed” makes it much more difficult for the Department to evaluate the proposal.**

#### **5.1 Tab 1 – Mandatory Responsiveness Requirements/Fatal Criteria**

The following terms, conditions, or requirements must be met by the Proposer to be considered responsive to this RFP. **These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal.** Note: Copies of rejected proposals will be retained in the RFP file.

- 5.1.1** It is **mandatory** that the Project Proposal and the Price Proposal are received by the Department by the date and time specified in Section 4.2, Calendar of Events. **The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in, as long as the Price Proposal (including all copies) is in a separately sealed package/envelope. As previously indicated, no cost information may be reflected in the Project Proposal;**
- 5.1.2** It is **mandatory** that the Proposer sign, have certified by a notary public, and return the “Certification Attestation Page for Mandatory Statements” (ATTACHMENT 1) and insert it under **Tab 1** of the Proposal.
- 5.1.3** It is **mandatory** that the Proposer complete, initial each item, and return the “Responsiveness Checklist for Submission Requirements” (ATTACHMENT 2) and insert it under **Tab 1** of the Proposal.

**Additionally, the Proposer shall complete, sign and return, under Tab 1, the Florida Department of Corrections, RFP Contractual Services' cover sheet, which is the front cover of this RFP document.**

## **5.2 Tab 2 – Transmittal Letter with Executive Summary**

The proposal shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the Proposer's method of delivering the required services in compliance with the minimum requirements and scope of services outlined in Section 3, **STATEMENT OF SERVICES SOUGHT**, of the RFP. The synopsis should contain sufficient detail addressing all elements of the required service delivery and should be prepared in such a manner that will clearly indicate the Proposer's understanding of, and intent to comply with, the requirements set forth in the RFP, and should be understandable to individuals on a management level. The Transmittal Letter with Executive Summary shall be signed by a representative of the Proposer authorized to bind the corporate entity submitting the proposal and should be inserted under **Tab 2** of the Proposal. The Transmittal Letter with Executive Summary should also contain information addressing each of the following requirements:

- 5.2.1** Information indicating that the Proposer is a corporation or other legal entity, if applicable.
- 5.2.2** The Proposer's federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.
- 5.2.3** The Proposer's E-mail address or a statement certifying that an E-mail address will be available for the Contractor's Representative by the start date of any contract resulting from this RFP.
- 5.2.4** Information indicating whether the Proposer intends to utilize subcontractors and if so, that the proposer agrees to provide written notice to the Contract Manager of the name, component/type of work to be performed and FEID number of all subcontractors that will be utilized for direct service delivery. (This information shall be provided with the proposal). Use of subcontractors must be in accordance with Section 7.20.
- 5.2.5** A statement from any proposed subcontractor acknowledging acceptance of and intent to be bound by the contract terms to be included in the Department's Contract should the proposer be awarded a Contract resulting from this RFP. The statement shall bear an original signature from a person authorized to legally bind the subcontractor.
- 5.2.6** Proof that the Proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of State's Office). In addition, the Proposer's corporate document number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.
- 5.2.7** A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Proposer is also an employee of the State or no State employee owns a five percent (5%) interest in the Proposer or its' affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.
- 5.2.8** A statement affirmatively certifying that the Proposer has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

**5.2.9** The Proposer shall provide for both the Contractor and Contractor’s personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years.

**5.2.10** The Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Proposer), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

**5.2.11** Information indicating the Circuit(s) as well as the specific location(s) being proposed.

### **5.3 Tab 3 – Business/Corporate Experience and Qualifications**

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

The Proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as “the Contractor” and insert it under **Tab 3**.

#### **5.3.1 Business/Corporate Background**

The background information of the submitting Proposer, which, at a minimum, should include:

1. date established;
2. ownership (public company, partnership, subsidiary, etc.);
3. primary type of business and number of years conducting primary business;
4. list of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors if applicable; and
5. national accreditations, memberships in professional associations or other similar credentials.

#### **5.3.2 Narrative/Record of Past Experience**

It is a mandatory responsiveness requirement that the Proposer have two (2) years business/corporate experience within the last five (5) years relevant to the provision of community-based criminal justice outpatient substance abuse treatment services as described in this RFP. Details of the Proposer’s experience that meet this requirement should be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance, and should specifically include:

**5.3.2.1** A narrative description of relevant experience with the provision of community-based outpatient substance abuse treatment and aftercare services to the criminal justice population;

**5.3.2.2** A description and utilization of community networks, partnerships or resources used in meeting the need of the referred population;

- 5.3.2.3** Availability of resources (other than financial) to work on this project;
- 5.3.2.4** A list of all **current** contracts within the past five (5) years. The list shall include names of the entity contracted with, addresses, phone numbers, e-mail addresses, name of Contract Manager(s) or senior official responsible for the Contract;
- 5.3.2.5** A list of all contracts, within the past five (5) years, the Proposer has provided services under that were terminated prior to original expiration date or for which the Proposer requested termination, or reached mutual agreement on termination prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated, the Proposer shall provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract;
- 5.3.2.6** A summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state or regulatory agency against the proposer, proposer's corporate staff, or any entity affiliated with the proposer, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the proposing entity including work as a partner, joint venture or subcontractor (Proposer shall identify the amount of any payments or fines imposed in regard to any of the foregoing);
- 5.3.2.7** A statement indicating whether it, its parent company, any of its corporate officers, affiliates, divisions, or subdivisions, or any facilities, divisions, or subdivisions of its parent company is currently the subject of an investigation by a state, federal, or other government agency; and
- 5.3.2.8** A summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditation, grant awards, etc.)

### **5.3.3 Business/Corporate References**

The Proposer shall furnish references with their proposal, utilizing the form provided as **Attachment 3** of this RFP. The Procurement Manager will use **Attachment 4** to verify that the Proposer meets the requirements of Section **5.3.2**. In order to qualify as current experience, services described by corporate references shall be ongoing or shall have been completed within the thirty-six (36) months preceding the issue date of this RFP.

**NOTE:** The Department reserves the right to use all information provided in determining proposer qualifications and responsibility, as well as any other information the Department may obtain through any means that bears on the issue of responsibility.

## **5.4 Tab 4 – Proposed Project Staff**

The purpose of this subsection is to provide the Department with a basis for determining the Proposer's understanding of the qualifications of corporate personnel required for administrative oversight and/or management of a project of this size and scope. The Proposer shall supply information related to project staff and insert it under **Tab 4** of the Proposal. The information should include:

#### **5.4.1 Key Contract Staff**

Information and/or documentation regarding the specific staff outlined below, who will be directly responsible for administration or administrative oversight of the Contract and for provision of services requested under this RFP.

##### **5.4.1.1 Resume**

A current resume for the individual who is or will be occupying the following business/corporate position identified by the Proposer. The resume should include employment history for all relevant and related experience and all education and degrees (**including specific dates, names of employers, and educational institutions**).

- 1) Chief Executive Officer (or equivalent title)** – The Chief Executive Officer is the highest ranking officer in the Contractor’s company or organization. The CEO shall have a minimum of one (1) year experience as a CEO of a corporation regularly engaged in the provision of community-based criminal justice outpatient substance abuse treatment services.

#### **5.4.2 General Project Staff Requirements**

##### **5.4.2.1 Job Descriptions**

The Proposer should provide a job description for each type of staff position identified below. Job descriptions should include minimum education and experience required, salary range, specific job duties and maximum caseload number of the identified positions.

- 1) Qualified Professional
- 2) Primary Counselor
- 3) Any other position(s) providing clinical services

##### **5.4.2.2 Staffing Levels and Scheduling**

The Proposer should provide a description of how they will ensure sufficient qualified staff is available to deliver the services and to do so during the hours that offenders are available, including evening and weekends (such as a copy of their staff schedule). The Proposer should also include the frequency the clinical supervisor will be on-site to provide these services and the maximum number of cases the clinical supervisor will provide clinical supervision for.

#### **5.4.3 Organizational Structure**

Provide an organizational chart outlining the key project personnel and the proposed staffing plan for the supervision and delivery of the services proposed.

#### **5.5 Tab 5 – Technical Proposal/Service Delivery Narrative**

This section shall include a detailed discussion of the Proposer’s approach to providing the services as specified in this RFP. The Proposer should explicitly address all Department requirements specified below and in the “Scope of Service” and insert it under **Tab 5** of the Proposal.

Specifically this section should include but is not limited to:

- 5.5.1** Program Licensure: Documentation showing current required licensure for the proposed site(s) appropriate to the program type for this RFP, as specified by Rule 65D-30, F.A.C., or a copy of the Department of Children and Families application for licensure, or a detailed plan of how the Proposer will obtain a license in the required timeframe as outlined in the RFP in Section 2.3. If the Proposer is currently providing outpatient substance abuse services at any site, a copy of the most recent Department of Children and Families audit for services should also be provided.
- 5.5.2** Program Operating Procedures: A copy of Proposer's developed and implemented policies and procedures that govern the daily operations of the program.
- 5.5.3** Emergency Medical Services: Detailed written description of the manner in which medical emergencies should be addressed.
- 5.5.4** Plan for Universal Infection Exposure Control: A written plan for exposure control regarding infectious diseases. The plan shall apply to all staff, volunteers, clients and offenders. The plan shall be approved and reviewed annually by a medical director or consulting physician. The plan shall be in compliance with Chapters 381 and 384, F.S., and Chapters 64D-2 and 64D-3, F.A.C.

The plan shall include the following universal infection control services:

1. Risk Assessment and Screening;
  2. HIV and TB Testing; and
  3. Reporting of communicable diseases in accordance with Rule 65D-30.004(9)(b)(3).
- 5.5.5** Universal Infection Control Education Requirements for Employees and Clients: A written plan that reflects how the Contractor meets the educational requirements for HIV and AIDS pursuant to Section 381.0035, F.S., and how all infection prevention and control educational activities shall be documented.
- 5.5.6** Staff Conduct and Safety Requirements: Detailed written description of the Proposer's understanding of the staff conduct and safety requirements listed in Section 3.13.1.1, and how the Proposer will ensure that all staff adhere to these standards.
- 5.5.7** Emergency Operations Procedure: Written emergency procedure covering such emergencies as fire, natural disaster, hurricanes, severe weather and pandemic outbreak, including how Proposer will coordinate with the Department of Corrections.
- 5.5.8** Quality Assurance Plan: A copy of your written quality assurance plan that addresses guidelines for your Quality Assurance Program, which minimally includes: (1) client care and service standards; (2) client records maintenance procedures; (3) staff development policies and procedures; (4) program site safety and maintenance standards; (5) peer review and utilization review processes; and (6) incident reporting policies and procedures.
- 5.5.9** Referral Forms: Detailed description of the Proposer's system for processing referral forms and the understanding of the Department's referral and approval process to include, eligibility criteria, ineligible offenders, exceptions and priority of acceptance.
- 5.5.10** Offender Co-payment: Detailed written description and implementation plan for the collection of offender co-payments, including record documentation for all payments following acceptable accounting practices; policies regarding timeframes for when payments will be made; any consequences to offenders if they fail to pay timely (i.e., refusal of services); any fees charged for no show rates; and notification to the offender's Probation Officer when the offender refuses to pay for services.



- 5.5.11** Grievance Procedure: A written procedure by which offenders may present grievances related to services provided to them by the Proposer under the contract.
- 5.5.12** Screening: Detailed description and implementation plan for the Proposer's screening process to include timeframes, and provision for offenders who do not meet the screening criteria.
- 5.5.13** Orientation: A detailed description of Proposer's orientation process and implementation plan for offenders, to include:
- a) A description of services to be provided;
  - b) Applicable fees;
  - c) Information on client rights;
  - d) Limits of confidentiality;
  - e) General information about the provider's infection control policies and procedures;
  - f) Program rules; and
  - g) Client grievance procedures.
- 5.5.14** Assessment: Detailed description and implementation plan for the Proposer's assessment process including requirements and timeframes in accordance with Rule 65D-30, F.A.C.
- 5.5.15** Treatment Planning: Detailed description and implementation plan for the Proposer's treatment planning process, including initial and individual treatment plans and treatment plan reviews.
- 5.5.16** Outpatient Education Group Services: Detailed description and implementation plan for how educational group services will be provided including:
- 1) Primary focus and length of programming in each type;
  - 2) Evidenced-based practices that will be utilized;
  - 3) Length of group session(s) (face-to-face contact in group);
  - 4) Minimum/Maximum number of group participants;
  - 5) Curriculum to be utilized, if any; and
  - 6) Minimum credentials of the group facilitator.
- 5.5.17** Outpatient Process Group Services: Detailed description and implementation plan for how process group services will be provided including:
- a) Primary focus and length of programming in each type;
  - b) Evidenced-based practices that will be utilized;
  - c) Length of group session(s) (face-to-face contact in group);
  - d) Minimum/Maximum number of group participants;
  - e) Curriculum to be utilized, if any; and
  - f) Minimum credentials of the group facilitator.
- 5.5.18** Aftercare Group Services: Detailed description and implementation plan for how aftercare group services will be provided including:
- a) Primary focus and length of programming in each type;
  - b) Evidenced-based practices that will be utilized;
  - c) Length of group session(s) (face-to-face contact in group);
  - d) Minimum/Maximum number of group participants;
  - e) Curriculum to be utilized, if any; and
  - f) Minimum credentials of the group facilitator.

- 5.5.19** Individual Counseling: Description of how individual counseling will be utilized, including length of individual sessions.
- 5.5.20** Alcohol and Drug Screening and Testing: If utilized, Proposer’s detailed description of on-site and laboratory screen/confirmation testing on offenders in the program, including reporting requirements, or if alternative protocol is used for monitoring alcohol and drug use, a detailed description of that protocol.
- 5.5.21** Discharge Criteria and Planning: Detailed description of their discharge planning process for successful, unsuccessful and administrative discharge, including behavioral expectations of offender, provision of documents to the Department and timeframes for completion of these documents
- 5.5.22** Clinical Files: A written detailed description of how the Proposer will maintain client records and documentation to include the records of substance abuse services provided, if utilized, documentation of progress, record management system and record retention and disposition in accordance with Rule 65D-30.
- 5.5.23** General Reporting Requirements: A detailed written description of how the Proposer will meet the reporting requirements in Section 3.13 of this RFP. This detailed description must address each required report separately and should list any non-department forms that will be utilized to meet the requirement.
- 5.5.24** Performance Measure: A detailed written description of how the Proposer intends to meet each of the performance measures and the Proposer’s understanding of liquidated damages for failure to meet these performance measures.
- 5.5.25** Clinical Supervision: A written description of how the clinical supervisor will ensure that clinical charts are reviewed, signed and dated in accordance with Rule 65D-30, F.A.C. and Chapter 397, F.S., to include how frequently the clinical supervisor will be on site to provide these services and the maximum number of cases the clinical supervisor will provide clinical supervision for.
- 5.5.26** Value-Added Services: Detailed description of any value-added services the Proposer is offering the Department. Value-added services are provided at no cost to the Department. An example would be “the Proposer will provide bilingual substance abuse treatment program services.” These services would be in addition to those services that meet the minimum service requirements and specification of this RFP
- 5.5.27** Office/Site Information: A detailed listing of site location(s) where the Proposer intends to provide services, including, but not limited to, the following:
- a) Physical address;
  - b) Brief description of the surrounding area/neighborhood, including proximity to public transportation and community resources:

**5.6 Tab 6 – Contact for Contract Administration**

The Proposer shall complete ATTACHMENT 5 of this RFP and insert it under Tab 6 of the Proposal.

**5.7 Tab 7 – Certification of Drug Free Workplace Program**

The State supports and encourages initiatives to keep the workplaces of Florida’s suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals

are received, preference shall be given to a proposal received from a Proposer that certifies it has implemented a drug-free workplace program.

If applicable, the Proposer shall complete and sign **ATTACHMENT 6** of this RFP (Certification of Drug Free Workplace Program), and insert it under **Tab 7** of the Proposal.

## **5.8 Tab 8 – Minority Business Enterprise Certification**

If applicable, the Proposer shall provide a current and valid copy of their certification as a minority business enterprise issued by the Office of Supplier Diversity (formerly called the Commission on Minority Economic Business and Development) and insert it under **Tab 8** of the proposal.

## **5.9 Price Proposal Contents (SUBMITTED IN A SEPARATELY SEALED PACKAGE/ENVELOPE)**

### **5.9.1 Price Proposal Submission Requirements**

Each Proposer shall submit one (1) original separately bound, signed and sealed price proposal and one (1) copy containing the price(s) proposed using the Price Information Sheet(s) (Tables 1-13, as applicable) as described below.

Proposals should be submitted with the most favorable terms the Proposer can offer. By submitting an offer under the RFP, each Proposer warrants his/her agreement to the rates proposed. The Department may reject any and all proposals that are conditional, incomplete or which contain irregularities, as these will be deemed to be a counteroffer. By submitting an offer or offers under this RFP, each Proposer warrants his/her agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges shall render the entire proposal non-responsive.

All Price Information Sheet calculations will be verified for accuracy by Bureau of Procurement and Supply staff assigned by the Department. In the event that a mathematical error is identified, Unit Prices submitted by the Proposer will prevail. Price Proposal points will be awarded based on certified Department-corrected price sheets, if applicable. Department corrected price sheets will be made available upon written request.

### **5.9.2 Price Proposal Instructions**

The Proposer shall complete the Price Information Sheet(s) by following the instructions below:

Proposers shall submit a single unit price rate for each of the clinical services listed on the Price Information Sheet for each Judicial Circuit in which they have proposed site locations (Tables 1-13, as applicable).

#### **5.9.2.1 Instructions for Completing Price Information Sheet(s) (Tables 1 – 13)**

Complete the appropriate Price Information Sheet for each Circuit where site locations are being proposed by following the steps below.

- 1) For each type of service listed on the Price Information Sheet(s), enter a unit price in the Unit Price Rate (Per Offender, Per Service) column.
- 2) Multiply the Unit Price Rate times the weight for each type of service to determine a Total Weighted Price per service.
- 3) Add the Total Weighted Price per Service and put the total in the Grand Total Weighted Price box.

**5.9.2.2** The Price Information Sheet(s) (Tables 1 – 13) shall identify the Service Location(s), Name of the Proposer, the Date of Submission, and shall bear the Signature of a

Business/Corporate Representative authorized to bind the Contractor to the prices proposed.

**5.9.2.3** Proposers shall indicate on the Price Information Sheet which Service Location(s) they wish to propose, by checking the appropriate boxes and include the address of the Service Location(s).

**5.9.2.4** Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded. Unit prices shall prevail.

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## **SECTION 6 – REVIEW AND EVALUATION PROCESS**

The Department will conduct a comprehensive, fair, and impartial review and evaluation of all proposals received in response to this RFP in compliance with the due dates specified in the Calendar of Events (Section 4.2). The review and evaluation will be conducted in accordance with the process set forth in Section 6.1, Review and Evaluation Process.

Selection of a successful Proposer(s) will be based on the highest ranking responsive proposal(s) that is determined to be in the best interest of the Department, taking into consideration the criteria set forth in the RFP.

The Department reserves the right to make an award(s) with or without further negotiations with the highest-ranking Proposer.

**Issuance of this RFP in no way constitutes a commitment by the Department to award a contract.**

This section provides an overview of the proposal review and evaluation process. It follows the process from proposal receipt to final contract award. The process itself is divided into seven separate phases. These phases are:

- Phase 1:** Public Opening and Review of Mandatory Responsiveness Requirements/Fatal Criteria (**Tab 1**)
- Phase 2:** Evaluation of Project Proposals (**Tabs 3, 4 and 5**)
- Phase 3:** Review of Executive Summary and other Proposal Submissions (**Tabs 2, 6, 7, 8, and 9**)
- Phase 4:** Public Opening of Price Proposals
- Phase 5:** Review of Price Proposals
- Phase 6:** Ranking of Proposals
- Phase 7:** Notice of Agency Decision

**Phases 1, 3, 4, 5, 6 and 7 will be performed by staff members of the Department’s Bureau of Procurement and Supply (BPS).**

**Phase 2 will be performed by the Proposal Evaluation Team.** An Evaluation Team will be established to assist the Department in the evaluation of the proposal(s). Any proposal failing to meet mandatory responsiveness requirements/fatal criteria will **not** be evaluated. The team will evaluate the Business/Corporate Experience and Qualifications, Project Staff, and Technical Proposal/Service Delivery Narrative of all proposals that meet mandatory responsiveness requirements/fatal criteria. The Proposal Evaluation Team will score the Business/Corporate Experience and Qualifications, Project Staff, and Technical Proposal/Service Delivery Narrative according to established criteria.

### **Proposal Review and Evaluation Points**

The following shows the maximum number of points that may be awarded for each part of the submitted Project Proposal and Price Proposal:

Mandatory Responsiveness Requirements	0 points
Executive Summary and other Proposal Submissions	0 points
Category 1 – Business/Corporate Experience ( <b>Tab 3</b> )	50 points
Category 2 – Project Staff ( <b>Tab 4</b> )	200 points
Category 3 – Technical Proposal/Service Delivery Narrative ( <b>Tab 5</b> )	400 points
Price Proposal	350 points
<b>TOTAL POSSIBLE POINTS</b>	<b>1000 points</b>

## 6.1 Review and Evaluation Process

### 6.1.1 Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements (Tab 1)

Proposals will be publicly opened at the date and time specified in Subsection 4.2, Calendar of Events. Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of the RFP. This will be a **yes/no** review, conducted by BPS staff, to determine if all requirements have been met. **Failure to meet any of these mandatory responsiveness requirements will render a proposal non-responsive and result in rejection of the entire proposal. Further evaluation will not be performed.**

No points will be awarded for passing the mandatory responsiveness requirements.

### 6.1.2 Phase 2 – Business/Corporate Experience and Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 5)

Only those proposals, which have met the mandatory responsiveness requirements of the RFP, will be considered responsive and will be delivered to the Evaluation Team to be evaluated. **All evaluation criteria to be utilized in evaluation of each category of the Business/Corporate Experience and Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 5) are listed in Attachment 7.**

#### 6.1.2.1 Category 1 – Proposer’s Business/Corporate Experience and Qualifications

“Proposer’s Business/Corporate Experience and Qualifications” will be evaluated by the Evaluation Team based on the information supplied by the Proposer as required in Section 5.3 and Tab 3, Business Corporate References.

A maximum of fifty (50) points will be given to the Proposer with the Business/Corporate Experience and Qualifications that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 50 = Z$$

Where: N = highest **actual** Business/Corporate Experience and Qualifications points received by any proposal.

X = actual Business/Corporate Experience and Qualifications points received by Proposer.

Z = awarded points.

#### 6.1.2.2 Category 2 – Project Staff

The **Proposer’s Project Staff** will be evaluated based on the information supplied by the Proposer in response to Sections 5.4 and Tab 4, Proposed Project Staff. The factors to be considered in evaluating Project Staff are listed in **Attachment 7.**

A maximum of two hundred (200) points will be given to the Proposer with the Project Staff section that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 200 = Z$$

Where: N = highest **actual** Project Staff points received by any proposal.  
X = actual Project Staff points received by the Proposer's proposal.  
Z = awarded points.

### 6.1.2.3 Category 3 – Technical Proposal/Service Delivery Narrative

The **Proposer's Technical Proposal/Service Delivery Narrative** will be evaluated based on the information supplied by the Proposer in response to Sections 5.5 and Tab 5, Technical Proposal/Service Delivery Narrative. The factors to be considered in evaluating Technical Proposal/Service Delivery Narrative are listed in **Attachment 7**.

A maximum of four hundred (400) points will be given to the Proposer with the Technical Proposal/Service Delivery Narrative section that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 400 = Z$$

Where: N = highest **actual** Technical Proposal/Service Delivery Narrative points received by any proposal.  
X = actual Technical Proposal/Service Delivery Narrative points received by the Proposer's proposal.  
Z = awarded points.

### 6.1.3 Phase 3 – Review Transmittal Letter with Executive Summary (Tab 2), and Other Submission Requirements (Tabs 6-9)

The Bureau of Procurement and Supply staff will review business/corporate references as provided by the Proposer in Section 5.3., and may contact references for additional information/verification of business experience. In addition, staff will review other proposal submission requirements as determined necessary. The Department is not limited to verifying references submitted solely by the Proposer and may utilize other sources.

### 6.1.4 Phase 4 – Public Opening of Price Proposals

The Price Proposal will be publicly opened at the date and time specified in Section 4.2, Calendar of Events, on all proposals qualified for evaluation.

### 6.1.5 Phase 5 – Review of Price Proposals (Category 4)

On the date specified in the calendar of events, the Price Proposals will be reviewed by BPS staff to determine price points. These price proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, **Unit prices submitted by the Proposer will prevail**.

A maximum of three hundred and fifty (350) points will be awarded for Price Proposal.

The Price Proposals utilizing the Price Information Sheet with the lowest verified grand total weighted price will be awarded three hundred and fifty (350) points. All other price proposals will receive points according to the following formula:

$$\frac{(N)}{X} \times 350 = Z$$

Where: N = lowest verified Grand Total Weighted Price of all Price Proposals  
X = Proposer's proposed price  
Z = points awarded

#### **6.1.6 Phase 6 – Ranking of Proposals**

The points awarded for all categories under the Business/Corporate Experience and Qualifications, Proposed Project Staff, Technical Proposal/Service Delivery Narrative, and Price Proposals (Table 1-13, as applicable) will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

Contract awards will be made in ranking order per Circuit until the minimum number of site locations is awarded.

#### **6.1.7 Phase 7 – Notice of Agency Decision**

The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

### **6.2 Incomplete Pricing Sheet**

Any Price Information Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

### **6.3 Identical Tie Proposals**

When evaluating bids/proposals/responses to solicitations, if the department receives identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, F.A.C., and Chapter 295.187, F.S.

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## **SECTION 7 – CONTRACT TERMS AND CONDITIONS**

This section contains standard terms and conditions that shall be included in any Contract resulting from this RFP. By submitting a response to this RFP, the Proposer is deemed to have accepted these terms and conditions in their entirety.

### **7.1 Contract Document**

When a contract is established between the Department and the Contractor for specific services, this RFP and the Proposer's proposal shall be incorporated into and thereby become a part of that contract. If there is a conflict in language, the Department's Contract will govern.

### **7.2 Contract Term**

The Department anticipates entering into multiple contracts under this RFP. It is anticipated that the initial term of any Contract resulting from this RFP shall be for a three (3) year period. At its sole discretion, the Department may renew the Contract for one (1) additional two (2) year period. Renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Proposer as determined by the Department, and subject to the availability of funds. If the Department desires to renew any Contract resulting from this RFP, it will provide written notice to the Proposer no later than sixty (60) days prior to the Contract expiration date.

### **7.3 Termination**

#### **7.3.1 Termination at Will**

The Contract resulting from this RFP may be terminated by the Contractor upon no less than one hundred twenty (120) calendar days' notice and upon no less than thirty (30) calendar days' notice by the Department, 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.

#### **7.3.2 Termination Because of Lack of Funds**

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

#### **7.3.3 Termination for Cause**

If a breach of the Contract resulting from this RFP occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this RFP upon twenty-four (24) hours' notice. 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. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

#### **7.3.4 Termination for Unauthorized Employment**

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

## 7.4 Payments and Invoices

### 7.4.1 Payment by the Department

The Contract resulting from this RFP is a fixed unit price rate per service Contract. The Department will pay the Contractor on a monthly basis at the per service rate submitted by successful Proposers in response to this RFP for the provision of services as specified in Section 3, **STATEMENT OF SERVICES SOUGHT**.

### 7.4.2 MyFloridaMarketPlace Transaction Fee Exemption

#### 7.4.2.1 Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor’s failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

Note: Currently, the Transaction Fee cannot be automatically deducted from payments to the Contractor.

#### 7.4.2.2 Vendor Substitute W9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridaacfo.com>. Forms can be found at: <http://www.myfloridacfo.com/aadir/docs/SubstituteFormW-9-03-21-11.pdf> Frequently asked questions/answers related to this requirement can be found at: <http://www.myfloridacfo.com/aadir/docs/VendorFAQPosted090310.pdf>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or [FLW9@myfloridaacfo.com](mailto:FLW9@myfloridaacfo.com).

#### **7.4.3 Submission of Invoice(s)**

The Contractor agrees to request compensation on a monthly basis through submission to the Department of a properly completed invoice no later than the last business day of the month following the month for which payment is being requested. The specific addresses for invoice submission will be identified in the Contract resulting from this RFP.

The Contractor's invoice shall include the Contractor's name, mailing address, and tax ID number/FEIN as well as the Contract number and date of invoice period. Every invoice must be accompanied by the appropriate supporting documentation as indicated in Section 7.4.4, Supporting Documentation for Invoice.

#### **7.4.4 Supporting Documentation for Invoice**

The Contractor agrees to request compensation through submission to the Department of a properly completed invoice. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted to the Department no later than the last business day of the month following the month during which services were provided and shall satisfy contract requirements for reporting services rendered and documenting compliance with performance measures described in Section 3.18.

#### **7.4.5 Travel Expenses**

The Department shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of the Contract resulting from this RFP.

#### **7.4.6 Contractor's Expenses**

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under the Contract resulting from this RFP.

#### **7.4.7 Annual Appropriation**

The State of Florida's and the Department's performances and obligations to pay for services under the Contract resulting from this RFP are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under the Contract resulting from this RFP.

#### **7.4.8 Tax Exemption**

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

#### **7.4.9 Timeframes for Payment and Interest Penalties**

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter

of the date the invoice is received or the goods or services are received, inspected, and approved.

2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

#### **7.4.10 Final Invoice**

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable or the end date of the Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract resulting from this RFP may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

#### **7.4.11 Vendor Ombudsman**

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

#### **7.4.12 Electronic Transfer of Funds**

Contractors are encouraged to accept payments for work performed under this contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at [http://www.myfloridacfo.com/aadir/direct\\_deposit\\_web/index.htm](http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm) or by phone at (850) 413-5517.

### **7.5 Contract Management**

The Department of Corrections will be responsible for management of the Contract resulting from this RFP. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Contract.

#### **7.5.1 Department's Contract Manager**

The Contract Manager for this Contract will be identified in the resultant Contract.

The Contract Manager or her/his designee will perform all Department designated monitoring tasks indicated in the Scope of Service as well as the following functions:

1. maintain a contract management file;
2. serve as the liaison between the Department and the Contractor;
3. evaluate the Contractor's performance;

4. direct the Contract Administrator to process all amendments, renewals, and termination of this Contract; and
5. evaluate Contractor performance upon completion of the overall Contract; this evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to designated Department staff:

1. verify receipt of deliverables from the Contractor;
2. monitor the Contractor's performance; and
3. review, verify, and approve invoices from the Contractor.

### **7.5.2 Department's Contract Administrator**

The Contract Administrator for the Contract will be:

Chief, Bureau of Procurement and Supply  
Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3700  
Fax: (850) 488-7189

The Contract Administrator will perform the following functions:

1. maintain the Contract administration file;
2. process all Contract amendments, renewals, and termination of the Contract; and
3. maintain the official records of all formal correspondence between the Department and the Contractor provided by the Contract Manager for filing in the Contract Administration file.

### **7.5.3 Contract Management Changes**

After execution of the Contract resulting from this RFP, any changes in the information contained in Section **IV.**, **CONTRACT MANAGEMENT**, of that Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

## **7.6 Contract Modifications**

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section **III.**, C., Submission of Invoice(s) and Section **IV.**, **CONTRACT MANAGEMENT**, shall be valid only through execution of a formal Contract amendment.

## **7.7 Records**

### **7.7.1 Public Records Law**

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with the Contract resulting from this RFP. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the Contract resulting from this RFP.

### **7.7.2 Audit Records**

1. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this RFP, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.
2. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this RFP.
3. The Contractor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in this Contract and **Attachment 9**, which is incorporated herein as if fully stated.

### **7.7.3 Retention of Records**

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. All invoices and documentation must be clear and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than forty-eight (48) hours upon request if stored at a different site location. 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 Contractor for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period.

### **7.8 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)**

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

### **7.9 Products Available from the Blind or Other Handicapped (RESPECT)**

The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the Contract resulting from this RFP shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of the Contract resulting from this RFP the person, firm, or other business entity carrying out the provisions of the Contract resulting from this RFP shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

#### **7.10 Procurement of Materials with Recycled Content**

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, the Contract resulting from this RFP shall be procured in accordance with the provisions of Sections 403.7065, Florida Statutes.

#### **7.11 Sponsorship**

If the Contractor is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract resulting from this RFP, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by *Contractor’s name* and the State of Florida, Department of Corrections.” If the sponsorship reference is in written material, the words “State of Florida, Department of Corrections” shall appear in the same size letters or type as the name of the organization.

#### **7.12 Employment of Department Personnel**

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of the Contract resulting from this RFP, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

#### **7.13 Non-Discrimination**

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 proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of the Contract resulting from this RFP.

#### **7.14 Americans with Disabilities Act**

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

#### **7.15 Independent Contractor Status**

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

#### **7.16 Indemnification**

NOTE: This section is not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, Florida Statutes.

The Contractor 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 Contractor, or its employees or agents, in the course of the operations of the Contract resulting from this RFP, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

## **7.17 Contractor's Insurance**

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of the Contract resulting from this RFP. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under the Contract resulting from this RFP. Upon the execution of the Contract resulting from this RFP, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

## **7.18 Disputes**

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Director of the Office of Re-entry. The Director of the Office of Re-entry shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

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

Where activities supported by the Contract resulting from this RFP 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, Florida Statutes, no person, firm or corporation, including parties to the Contract resulting from this RFP, 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 Contractor under the Contract resulting from this RFP. All computer programs and other documentation produced as part of the Contract resulting from this RFP 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 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the Contractor. The Contractor 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 Contractor 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 Contractor full opportunity to defend the action and control the defense of such claim.



Further, if such a claim is made or is pending, the Contractor 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 Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor 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.

#### **7.20 Subcontracts**

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor may, upon receiving prior written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under the Contract resulting from this RFP. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract resulting from this RFP, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0685, Florida Statutes. 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 Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

#### **7.21 Assignment**

The Contractor shall not assign its responsibilities or interests under the Contract resulting from this RFP to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under the Contract resulting from this RFP to another governmental agency of the State of Florida upon giving written notice to the Contractor.

#### **7.22 Force Majeure**

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

#### **7.23 Substitution of Key Personnel**

In the event the Contractor desires to substitute any key personnel submitted with his/her proposal, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

#### **7.24 Severability**

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

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

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

#### **7.26 Governing Law and Venue**

The Contract resulting from this RFP is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

#### **7.27 No Third Party Beneficiaries**

Except as otherwise expressly provided herein, neither the Contract resulting from this RFP, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

#### **7.28 Health Insurance Portability and Accountability Act**

The Contractor 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 Contractor's execution of the Contract resulting from this RFP, which includes and incorporates **Attachment 8**, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning offenders, specifically concerning offender transfers/referrals, to parties outside the Department.

#### **7.29 Reservation of Rights**

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in the Contract resulting from this RFP. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under the Contract resulting from this RFP are 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 offenders and of the general public which is serviced by the Department, either directly or indirectly, through these services.

#### **7.30 Cooperative Purchasing**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, 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 Contractor and any other purchaser.

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

### **7.31 Scope Changes after Contract Execution**

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

The Department may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor five (5) days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

All changes will be conducted in a professional manner utilizing best industry practices. The Department expects changes to be made timely and within prices proposed.

**BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT 1 – CERTIFICATION /ATTESTATION PAGE FOR MANDATORY STATEMENTS  
RFP #12-DC-8359**

1. **Business/Corporate Experience:** This is to certify that the proposer has at least two (2) years of business/corporate experience relevant to the provision of community-based criminal justice outpatient substance abuse treatment and aftercare services within the last five (5) years.
2. **Authority to Legally Bind the Proposer:**  
This is to certify that the person signing the Florida Department of Corrections RFP Contractual Services’ Cover Sheet and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Proposer’s firm responsible for the prices and total amount of this Proposal and the preparation of the Proposal.
3. **Acceptance of Terms and Conditions:**  
This is to certify that the Proposer will comply with all terms and conditions contained within the RFP.
4. **Certification of Minimum Service Requirements:** This is to certify that the services proposed meet or exceed the minimum service requirements as specified in Section 3, **STATEMENT OF SERVICES SOUGHT**, of this RFP. Furthermore, this is to certify that the proposal submission contains no deviations from the requirements of the RFP.
5. **Statement of No Involvement:**  
This is to certify that the person signing the proposal has not participated, and will not participate, in any action contrary to the terms of this RFP.
6. **Statement of No Inducement:**  
This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regard to this RFP. Furthermore this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive proposal.
7. **Statement of Non-Disclosure:**  
This is to certify that neither the price(s) contained in this Proposal, nor the approximate amount of this proposal have been disclosed prior to award, directly or indirectly, to any other proposer or to any competitor.
8. **Statement of Non-Collusion:**  
This is to certify that the prices and amounts in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other proposer or with any competitor and not for the purpose of restricting competition.
9. **Non-Discrimination Statement:**  
This is to certify that the Proposer does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.
10. **Unauthorized Alien Statement:**  
This is to certify that the Proposer does not knowingly employ unauthorized alien workers.
11. **Statement of No Investigation/Conviction:**  
This is to certify that Proposer, it’s affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
12. **Scrutinized Companies Lists:**  
If value of this solicitation is greater than or equal to \$1 Million, then the Proposer certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

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

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

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

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

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

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

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

**ATTACHMENT 2 –RESPONSIVENESS CHECKLIST FOR SUBMISSION REQUIREMENTS**  
**RFP #12-DC-8359**

This Responsive Checklist will be used by the Department’s Procurement Office to designate proposals as “responsive” or “non-responsive. If the answers to any of these sections are not included in the proposal, the response will be deemed “non-responsive” and will not be considered for further evaluation.

<b>RFP Requirement(s)</b>	<b>RFP Reference</b>	<b>Location in Vendor’s Proposal</b>	<b>Vendor’s initials</b>	<b>DC staff Verification</b>
<b>Certifications/Attestation Page for Mandatory Statements (ATTACHMENT 1)</b>	<b>5.1, Tab 1</b>			
<b>Transmittal Letter with Executive Summary information</b>	<b>5.2, Tab 2</b>			
<b>Business/Corporate Experience and Qualifications information (including ATTACHMENT 3)</b>	<b>5.3, Tab 3</b>			
<b>Proposed Project Staff information</b>	<b>5.4, Tab 4</b>			
<b>Technical Proposal/Service Delivery Narrative information</b>	<b>5.5, Tab 5</b>			
<b>Contact for Contract Administration (ATTACHMENT 5)</b>	<b>5.6, Tab 6</b>			
<b>Certification of Drug Free Workplace Program (ATTACHMENT 6)</b>	<b>5.7, Tab 7</b>			

VERIFIED BY:

\_\_\_\_\_

Name of Procurement Manager

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**ATTACHMENT 3 –BUSINESS CORPORATE REFERENCE FORM**  
**RFP #12-DC-8359**

Proposers are required to submit with the proposal, contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination.

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

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

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

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

**ATTACHMENT 4 – REFERENCE QUESTIONNAIRE**  
**RFP #12-DC-8359**

**This form will be completed by the Bureau of Procurement and Supply utilizing the information provided on Attachment 4.**

THIS BUSINESS/CORPORATE REFERENCE IS FOR: \_\_\_\_\_  
NAME OF PERSON PROVIDING REFERENCE: \_\_\_\_\_  
TITLE OF PERSON PROVIDING REFERENCE: \_\_\_\_\_  
FIRM OR BUSINESS NAME: \_\_\_\_\_  
OFFICE TELEPHONE NUMBER: \_\_\_\_\_ OFFICE E-MAIL ADDRESS: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. A. If a Customer, please specifically describe the **primary type** of outpatient substance abuse treatment and aftercare services this entity provided to you.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. What was the estimated population of clients served?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Can you identify the **number of years** that this entity has provided outpatient substance abuse treatment and aftercare services? Please provide dates to the best of your knowledge.

\_\_\_\_\_  
\_\_\_\_\_

5. To your knowledge, did this entity perform or provide complete outpatient substance abuse treatment and aftercare services, or was any portion of the services subcontracted out?

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

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\_\_\_\_\_  
VERIFIED BY:

\_\_\_\_\_  
Name of Procurement Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT 5 – CONTACT FOR CONTRACT ADMINISTRATION/CONTRACTOR  
REPRESENTATIVE  
RFP #12-DC-8359**

The Proposer shall designate one person authorized to conduct Contract administration and function as the Contractor’s Representative under the Contract resulting from this RFP.

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

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

COMPANY FEID #: \_\_\_\_\_

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**ATTACHMENT 6 – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**  
**RFP #12-DC-8359**

Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a bid received from a proposer 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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug 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.

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**VENDOR'S SIGNATURE**

(Form revised 4/06/06)

**ATTACHMENT 7 – EVALUATION CRITERIA**  
**RFP #12-DC-8359**

**1. Business/Corporate Experience and Qualifications = 50 points**

The Department will evaluate the corporate experience, corporate resources and corporate capabilities of the Proposer. The evaluation criteria for this area include, but are not limited to:

- a. Relevant experience with similar projects.
- b. Community resources used in meeting the need of the referred population.
- c. Availability of resources to work on this project.
- d. Relevant criminal justice service experience.
- e. Relevant experience providing outpatient substance abuse treatment and aftercare programs.

**2. Project Staff = 200 points**

The Department will evaluate project personnel based upon the collective experience and capabilities of personnel proposed for the Proposer's team as well as the overall staffing structure. The evaluation criteria for this area include, but are not limited to:

- a. Organizational structure.
- b. Qualifications and Experience of CEO (or equivalent) and Qualified Professional (or equivalent)
- c. Proposed Job Descriptions, including qualifications and job duties of proposed program staff.
- d. Proposed Project Staffing levels and scheduling

**3. Technical Proposal/Service Delivery Narrative = 400 points**

The Department will evaluate the Proposer's Technical Proposal/Service Delivery Narrative and points will be assessed based upon information provided which includes, but is not limited to the following:

- a. Demonstration of a complete understanding and knowledge of the Department's Statement of Services Sought;
- b. Demonstration that services can be implemented within the timeframes specified;
- c. Appropriateness of the location to geographically meet the needs of the Department;
- d. Method and approach to providing outpatient substance abuse treatment services consistent with service tasks as described in Section 3 including **but not limited to**:
  - 1) Approach to handling program operating procedures, including the demonstration of the capability to have a written, indexed system of procedures that are descriptive of services, required reporting and notifications and the population served. Also the process for ensuring that all staff has a working knowledge of the procedures;
  - 2) Approach to providing a quality assurance program which ensures the use of a continuous quality improvement process and evidenced-based practices;
  - 3) Detailed description of the risk assessment and screening for both client/offender high-risk behavior and symptoms of communicable disease as well as how client HIV and TB testing will be handled and how communicable diseases will be reported to the Department of Health. Detailed description of how educational requirements for HIV and AIDS will be met and documented;
  - 4) Detailed description of the assessment process including the areas to be assessed and what determines which level of group services the client/offender will receive;
  - 5) Demonstration of providing linkages with community service organizations;
- e. Method and approach to providing required reports and documentation;
- f. Value Added Services to be provided by Proposer which are not required by the Department.

**4. Price Proposal (Price Information Sheet) = 350 points**

The Proposal with the lowest weighted Price will be awarded three hundred and fifty (350) points.

**ATTACHMENT 8 – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA**  
**RFP #12-DC-8359**

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

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

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

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

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

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

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

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

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

1. **Definitions**

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

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
  - (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;

- (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.

C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.

Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.

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

Such report shall notify the Department of:

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

Contractor will without unreasonable delay, but no later than 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 offenders 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.

***ATTACHMENT 9 - FINANCIAL AND COMPLIANCE AUDITS***  
**Special Audit Requirements**

The administration of resources awarded by the Department of Corrections to the Contractor may be subject to audits and/or monitoring by the Department of Corrections, as described in this attachment.

***MONITORING***

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Corrections. In the event the Department of Corrections determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Office (CFO) or Auditor General.

***AUDITS***

**PART I: FEDERALLY FUNDED**

**This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.**

1. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Contract indicates Federal resources awarded through the Department of Corrections by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Department of Corrections. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Contractor resources obtained from other than Federal entities).
4. The Contractor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [http://www.myfloridacfo.com/aadir/statewide\\_financial\\_reporting/sefaprogramtitles.pdf](http://www.myfloridacfo.com/aadir/statewide_financial_reporting/sefaprogramtitles.pdf).

**PART II: STATE FUNDED**

**This part is applicable if the Contractor is a nonstate entity as defined by Section 215.97(2), Florida Statutes.**

1. In the event that the Contractor expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Contract indicates State financial assistance awarded through the Department of Corrections by this Contract. In determining the State



financial assistance expended in its fiscal year, the Contractor shall consider all sources of State financial assistance, including State financial assistance received from the Department of Corrections, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Contractor expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Contractor expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the Contractor's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Contractor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/index.aspx> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Department of Financial Services' Website <http://www.fldfs.com/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

**REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by **PART I** of this Contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	(name)	Bureau of Procurement & Supply
Florida Dept. of Corrections	Florida Dept. of Corrections	Florida Dept. of Corrections
501 S. Calhoun Street	501 S. Calhoun Street	501 S. Calhoun Street
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Contractor shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Corrections at each of the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	(name)	Bureau of Procurement & Supply
Florida Dept. of Corrections	Florida Dept. of Corrections	Florida Dept. of Corrections
501 S. Calhoun Street	501 S. Calhoun Street	501 S. Calhoun Street
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

3. Copies of financial reporting packages required by **PART II** of this Contract shall be submitted by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	(name)	Bureau of Procurement & Supply
Florida Dept. of Corrections	Florida Dept. of Corrections	Florida Dept. of Corrections
2601 Blair Stone Road	501 S. Calhoun Street	501 S. Calhoun Street
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letters, or other information required to be submitted to the Department of Corrections pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Contractors, when submitting financial reporting packages to the Department of Corrections for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

## RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of 7 years from the date the audit report is issued, and shall allow the Department of Corrections, or its designee, CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Corrections, or its designee, CFO, or Auditor General upon request for a period of **7 years** from the date the audit report is issued, unless extended in writing by the Department of Corrections.

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**EXHIBIT – 1**

FUNDS AWARDED TO THE CONTRACTOR PURSUANT TO THIS CONTRACT-CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	*Funding Amount	State Appropriation Category

<b>Total Award</b>						
--------------------	--	--	--	--	--	--

For each program identified above, the Contractor shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[http://www.myfloridacfo.com/aadir/statewide\\_financial\\_reporting/sefaprogramtitles.pdf](http://www.myfloridacfo.com/aadir/statewide_financial_reporting/sefaprogramtitles.pdf)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the Contractor is clearly indicated in the Contract.

**\* This amount is an estimate of the funding amount and subject to change; reference Section III, Compensation of this Contract.**

**ATTACHMENT 10 – COMMUNITY SUPERVISION PROGRAM REFERRAL**

**COMMUNITY SUPERVISION SERVICES**

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

**SECTION I. Referral Information:**

**Instructions:** Section I completed by DC Referring Officer.

**A. OFFENDER INFORMATION:**

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

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

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

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

**C. PAYMENT:**  DC Funded (\$0-\$4,999)  Co Payment (\$5,000-\$10,000)  Self Pay ( greater than \$10,000)

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

**Instructions:** Section II completed by program.

**A. EVALUATION DATE:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (APPOINTMENT TIME: \_\_\_\_\_) OR  
**REFERRAL CLOSED REASON:**  Absconded  Court Action  Deceased  No Show  Termination  Transfer

**B. TREATMENT RECOMMENDED:**  YES  NO ( Not in Need of Services  Does Not Meet Program Criteria)  
**WAITING LIST:**  YES  NO

**C. TREATMENT START DATE:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ OR  
**TREATMENT NOT RECEIVED:**  Refused Services  Pending Court Decision  Was not Sentenced to Program

**D. PROGRAM NAME:** \_\_\_\_\_ **PROGRAM TYPE (SELECT FROM I.B.):** \_\_\_\_\_

**SECTION III. Termination:**

**Instructions:** Section III completed by program.

**A. TERMINATION DATE:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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

Transfer Vendor: \_\_\_\_\_

**Submit a DC5-404 when referring an offender to court/commission ordered:**

- Treatment (including substance abuse, mental health, sex offender, outpatient, or residential)
- Transitional housing (also submitted when offenders *volunteer* to attend DC contracted transitional housing programs)
- Probation Restitution Centers (PRC)
- Counseling (including Domestic Violence, Anger Management, Batterer’s Intervention)
- Prison Diversion Program

**DO NOT** submit a DC5-404:

- On a referral that is not Court or Florida Parole Commission (FPC) ordered as a special condition
- When the court/FPC orders classes or courses that are not considered “treatment” including DUI school, PREA counseling, education (GED), Victim Awareness or Victim Impact Panel, Impulse Control, Anti-Theft, Parenting, HIV/AIDS, etc.
- When the officer refers the offender to a class for Life Skills, Cognitive Behavior, Employment preparation as an ISP goal

**ATTACHMENT 11 – SUMMARY INVOICE- OUTPATIENT SUBSTANCE ABUSE TREATMENT PROGRAM**

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

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

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

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

**ATTACHMENT 12 –PROGRAM DETAIL AND MONTHLY PERFORMANCE REPORT- OUTPATIENT SUBSTANCE ABUSE TREATMENT PROGRAM**

Contractor Name/Address					Contract #		Month/Year				
<b>Number</b>	<b>Name</b>	<b>FDC #</b>	<b>Exit Date</b>	<b>Exit Reason</b>	<b>Pay Status: D/C or Co</b>	<b>Service Date</b>	<b>Service Type*</b>	<b>Duration of Service (min.)</b>	<b>Service Cost</b>	<b>Offender Co-Payment</b>	<b>Charges to FDC</b>
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00
							<b>GRAND TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>* I/S - Intake Screening; I/C - Individual Counseling; TPR - Treatment Plan Review; EG - Education Group; PG - Process Group; AG - Aftercare Group</b>											
<b>Submitted by:</b>						<b>Date:</b>					

**TABLE 1 - PRICE INFORMATION SHEET – CIRCUIT 1**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 1</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 1</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

**Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.**

**Indicate Service Location(s):**

**Escambia and Santa Rosa Counties**        **Address:** \_\_\_\_\_

**Okaloosa and Walton Counties**        **Address:** \_\_\_\_\_

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 2 - PRICE INFORMATION SHEET – CIRCUIT 2**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 2</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 2</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

**Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.**

**Indicate Service Location(s):**

- |                         |                          |                       |
|-------------------------|--------------------------|-----------------------|
| <b>Leon County</b>      | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Gadsden County</b>   | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Liberty County</b>   | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Franklin County</b>  | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Wakulla County</b>   | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Jefferson County</b> | <input type="checkbox"/> | <b>Address:</b> _____ |

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**



**TABLE 3 - PRICE INFORMATION SHEET – CIRCUIT 3**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 3</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 3</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.

**Indicate Service Location(s):**

**Columbia County**            **Address:** \_\_\_\_\_

**Suwannee County**            **Address:** \_\_\_\_\_

**Lafayette County**            **Address:** \_\_\_\_\_

**Dixie County**            **Address:** \_\_\_\_\_

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 4 - PRICE INFORMATION SHEET – CIRCUIT 5**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 5</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 5</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

**Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.**

**Indicate Service Location(s):**

- |                   |                          |                |
|-------------------|--------------------------|----------------|
| Ocala (Northeast) | <input type="checkbox"/> | Address: _____ |
| Ocala (West)      | <input type="checkbox"/> | Address: _____ |
| Belleview         | <input type="checkbox"/> | Address: _____ |
| Tavares           | <input type="checkbox"/> | Address: _____ |
| Leesburg          | <input type="checkbox"/> | Address: _____ |
| Brooksville       | <input type="checkbox"/> | Address: _____ |
| Bushnell          | <input type="checkbox"/> | Address: _____ |
| Inverness         | <input type="checkbox"/> | Address: _____ |
| Lecanto           | <input type="checkbox"/> | Address: _____ |

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 5 - PRICE INFORMATION SHEET – CIRCUIT 6**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 6</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 6</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

**Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.**

**Indicate Service Location(s):**

**Pinellas County**     

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

**Pasco County**     

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

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 6 - PRICE INFORMATION SHEET – CIRCUIT 7**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 7</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 7</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

**Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.**

**Indicate Service Location(s):**

- |                                    |                          |                       |
|------------------------------------|--------------------------|-----------------------|
| <b>Palatka</b>                     | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>West Volusia County (North)</b> | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>East Volusia County (South)</b> | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>St. Johns County</b>            | <input type="checkbox"/> | <b>Address:</b> _____ |

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 7 - PRICE INFORMATION SHEET – CIRCUIT 8**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 8</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 8</b>					<b>\$</b>

**NOTE:** Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.

Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.

**Indicate Service Location(s):**

- |                                      |                          |                       |
|--------------------------------------|--------------------------|-----------------------|
| <b>Alachua County</b>                | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Levy &amp; Gilchrist Counties</b> | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Baker County</b>                  | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Bradford County</b>               | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Union County</b>                  | <input type="checkbox"/> | <b>Address:</b> _____ |

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 8 - PRICE INFORMATION SHEET – CIRCUIT 9**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 9</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 9</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

**Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.**

**Indicate Service Location(s):**

**Kissimmee**  **Address:** \_\_\_\_\_

**City of Orlando**  **Address:** \_\_\_\_\_

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 9 - PRICE INFORMATION SHEET – CIRCUIT 10**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 10</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 10</b>					<b>\$</b>

**NOTE:** Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.

Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.

**Indicate Service Location(s):**

City of Lakeland (only)     

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

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 10 - PRICE INFORMATION SHEET – CIRCUIT 11**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 11</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 11</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

**Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.**

**Indicate Service Location(s):**

- |                            |                          |                       |
|----------------------------|--------------------------|-----------------------|
| <b>North Dade County</b>   | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Central Dade County</b> | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>South Dade County</b>   | <input type="checkbox"/> | <b>Address:</b> _____ |

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**



**TABLE 11 - PRICE INFORMATION SHEET – CIRCUIT 12**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 12</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 12</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

**Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.**

**Indicate Service Location(s):**

- |                                |                          |                       |
|--------------------------------|--------------------------|-----------------------|
| <b>Sarasota County (North)</b> | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Sarasota County (South)</b> | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>DeSoto County</b>           | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Manatee County (East)</b>   | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Manatee County (West)</b>   | <input type="checkbox"/> | <b>Address:</b> _____ |

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 12 - PRICE INFORMATION SHEET – CIRCUIT 13**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 13</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 13</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

**Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.**

**Indicate Service Location(s):**

- Hillsborough County (Northwest)**                          **Address:** \_\_\_\_\_
- Hillsborough County (Northeast)**                          **Address:** \_\_\_\_\_
- Hillsborough County (South)**                          **Address:** \_\_\_\_\_

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 13 - PRICE INFORMATION SHEET – CIRCUIT 16**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 16</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 16</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.

**Indicate Service Location(s):**

**Fiesta Key to Largo**

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

**Layton to Key West**

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

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 14 - PRICE INFORMATION SHEET – CIRCUIT 18**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 18</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 18</b>					<b>\$</b>

**NOTE:** Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.

Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.

**Indicate Service Location(s):**

- |                           |                          |                |
|---------------------------|--------------------------|----------------|
| City of Sanford           | <input type="checkbox"/> | Address: _____ |
| City of Casselberry       | <input type="checkbox"/> | Address: _____ |
| City of Altamonte Springs | <input type="checkbox"/> | Address: _____ |
| City of Oviedo            | <input type="checkbox"/> | Address: _____ |
| City of Winter Springs    | <input type="checkbox"/> | Address: _____ |
| City of Cocoa             | <input type="checkbox"/> | Address: _____ |
| City of Melbourne         | <input type="checkbox"/> | Address: _____ |
| City of Palm Bay          | <input type="checkbox"/> | Address: _____ |

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 15 - PRICE INFORMATION SHEET – CIRCUIT 19**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 19</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 19</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

**Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.**

**Indicate Service Location(s):**

**Martin County**     

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

**St. Lucie County**     

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

**Indian River County**     

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

**Okeechobee County**     

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

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**

**TABLE 16 - PRICE INFORMATION SHEET – CIRCUIT 20**  
**RFP #12-DC-8359**

**OUTPATIENT SUBSTANCE ABUSE TREATMENT AND AFTERCARE SERVICES**

<b>CIRCUIT 20</b>					
<b>SERVICE TYPE</b>	<b>UNIT PRICE RATE (Per Offender; Per Service)</b>		<b>WEIGHT</b>		<b>TOTAL WEIGHTED PRICE Per Service</b>
Intake Screening		<b>X</b>	10%	=	
Individual Counseling – minimum 45 minutes (Only once without prior authorization)		<b>X</b>	10%	=	
Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)		<b>X</b>	20%	=	
Group Counseling(includes Substance Abuse Education & Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)		<b>X</b>	60%	=	
<b>GRAND TOTAL WEIGHTED PRICE FOR CIRCUIT 20</b>					<b>\$</b>

**NOTE: Proposer must provide a unit price (rate per offender per service) for all service types listed in the above table. In accordance with Section 6.1.5, points for price shall be assessed based on the grand total weighted price. The Department will verify all price calculations. Unit prices shall prevail. Unit Price Rate per offender per service will be the contracted rate.**

**Awards shall be made per Circuit, per Service Location, until all Service Locations are awarded.**

**Indicate Service Location(s):**

- |                         |                          |                       |
|-------------------------|--------------------------|-----------------------|
| <b>City of LaBelle</b>  | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Lee County</b>       | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Collier County</b>   | <input type="checkbox"/> | <b>Address:</b> _____ |
| <b>Charlotte County</b> | <input type="checkbox"/> | <b>Address:</b> _____ |

\_\_\_\_\_  
**Name of Proposer**

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

\_\_\_\_\_  
**Date**