

Date: ~~May 8, 2018~~ **June 19, 2018**

Solicitation #: 10573 ~~Addendum 1~~ **Addendum 2**

Subject: The Department of Juvenile Justice (Department or DJJ) is issuing this ITN to obtain replies and further negotiate with a Respondent to design, develop, implement, and operate ten (10) Facility Based Day Treatment (FBDT) programs located throughout the State in the County/Circuits identified below. The Department will make multiple awards by County/Circuit area. FBDT shall be made available for thirty (30) males and females placed on probation, post commitment probation, conditional release or minimum risk commitment by the court and who are assessed as moderate-high or a high risk to re-offend. The FBDT programs shall be based on the Attachment A of this ITN, meeting the minimum requirements of Attachment A-1, must include a requirement for a fully funded transportation model, and a year-round DJJ alternative school to include summer school.

Program services shall be delivered at an approved Respondent owned or leased / Department approved facility that is modern, aesthetically pleasing, freshly painted with fixtures and furnishing in excellent condition, and located in a safe environment. Day Treatment services shall be provided in the geographical areas identified in the table below.

Circuit 11 has two sites for which a Respondent can propose services (Miami Dade North, and Miami Dade South). The Respondent must ensure its reply to this ITN clearly states the circuit and site when proposing services for Circuit 11.

NORTH REGION CIRCUITS	CENTRAL REGION CIRCUITS	SOUTH REGION CIRCUITS
Duval County – Circuit 4	Orange County – Circuit 9	Miami Dade County North – Circuit 11
Volusia County – Circuit 7	Pinellas County – Circuit 6	Miami Dade County South – Circuit 11
Alachua County – Circuit 5	Polk County – Circuit 10	Broward County – Circuit 17
		St. Lucie County – Circuit 19

Respondents are encouraged to review the Quality Improvement Standards for Day Treatment Programs available on the Department’s website, to ensure proposed services are compliant with the standards established by the Department for service delivery.

This Invitation to Negotiate (ITN) is issued by the State of Florida, Department of Juvenile Justice, to select a Respondent to provide the above-referenced services at the specified program. The ITN package consists of this transmittal letter with the following attachments and exhibits (some of which are not included, but are available electronically as noted):

- PUR 1000(1) General Contract Conditions - Incorporated by Reference<sup>1</sup>
- PUR 1001(1) General Instructions to Respondents - Incorporated by Reference<sup>1</sup>
- Attachment A Statement of Services Sought
- Attachment A-1 Minimum Requirements of a Facility Based Day Treatment Program
- Attachment B General Instructions for the Preparation and Submission of Replies
- Attachment C Special Conditions
- Attachment D Evaluation of Past Performance for Non-Residential Commitment Programs
- Attachment E Facility/Site Requirements Certifications and Attestation (for Respondent’s Proposing use of a Respondent Owned/Leased Facility) **(Mandatory)**
- Attachment F Selection Methodology and Evaluation Criteria
- Attachment G Sample Contract<sup>2</sup>
- Attachment H Budget for Probation Services – ~~March 2018~~<sup>2</sup> **April 2018<sup>2</sup>(Mandatory)**

Attachment I	Supplier Qualifier Report Request <sup>2</sup>
Attachment J	Comparative Analysis Tool - Revised <sup>3</sup>
Attachment K	Drug-Free Workplace Certification <sup>2</sup>
Attachment L	Reserved
Attachment M	Notice of Intent to Attend Solicitation Conference Form (Non-Mandatory) <sup>3</sup>
Attachment N	Notice of Intent to Submit a Reply (Non-Mandatory) <sup>3</sup>
Attachment O	ITN Reply Cross Reference Table ( <b>Mandatory</b> )
Attachment P	Written Reply Evaluation Questions
<b>Attachment Q</b>	<b>Reserved</b>
Attachment R	Client Contact List ( <b>Mandatory</b> for Respondent's Not Currently Conducting Business with the Department)
Attachment S	Price Sheet ( <b>Mandatory</b> )
Exhibit 1	Reserved
Exhibit 2	Contacts at the Local County School Districts <sup>3</sup>
Exhibit 3	Redirection Modalities by Geographical Area <sup>3</sup>
Exhibit 4	Pick List of DJJ Approved Delinquency Interventions <sup>3</sup>
Exhibit 5	Details of Proposed Delinquency Interventions - Revised <sup>3</sup>

<sup>1</sup> Available at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasingforms](http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasingforms)

<sup>2</sup> Available at: <http://www.djj.state.fl.us/partners/procurement-and-contract-administration>

<sup>3</sup> Uploaded as a separate document from the ITN and posted on the Vendor Bid System.

Respondents shall comply fully with the instructions on how to respond to the ITN. Respondents shall clearly identify and label replies as "**DJJ SOLICITATION ITN #10573**" on the envelope(s) containing the reply. The purpose of labeling the envelope is to put the Department's mailroom on notice that the package is a reply to a DJJ solicitation and should not be opened except by the Department's Bureau of Procurement and Contract Administration at the specified date and time.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any solicitation documents or the attendance at any related meeting or reply/proposal opening. If accommodations are needed because of a disability, please contact the Bureau of Procurement and Contract Administration at least five (5) business days prior to the meeting.

The definitions found in Rule 60A-1.001, Florida Administrative Code shall apply to this ITN and the contract resulting from this ITN. The following additional terms are also defined:

1. "Department" means the Department of Juvenile Justice that has released the solicitation.
2. "Procurement Manager" means the Department's contracting personnel, as identified in the procurement.
3. "Prospective Provider" or "Provider" means the business organization or entity providing the services and commodities specified in the reply to this Invitation to Negotiate ("ITN").
4. "Respondent" means the entity that submits materials to the Department in accordance with these Instructions.
5. "Reply" means the material submitted by the Respondent in answering the solicitation.
6. "Scrutinized Companies List": The Respondent certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or engaged in business operations in Cuba or Syria. Pursuant to paragraph 287.135(3)(b), Florida Statutes, the Provider agrees the Department may immediately terminate the resulting Contract for cause if the Provider is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

In addition to other criteria set forth in this solicitation document, any Respondent, and any and all subsidiaries of the Respondent, that have had a contract terminated by the Department for cause is subject to the provisions below. The twelve (12) month period shall begin with the effective date of termination for cause, as delineated in the termination letter from the Department.

1. If terminated for cause in the last twelve (12) month period preceding the Date Written Replies Are Due and Opened for this solicitation, the Respondent shall be ruled disqualified and therefore ineligible to submit a bid, proposal or reply to the solicitation.
2. If terminated for cause in the last twelve (12) month period preceding the Anticipated Date of Contract Award resulting from this solicitation, the Respondent shall be ruled disqualified and therefore ineligible to receive a contract award.
3. The above applies regardless of the business structure (for profit/not for profit) or the dates the Respondent or subsidiary were created.

Per chapter 985.632, F.S., the Department is required to evaluate its' programs annually to ensure program services are performed according to the minimum standards established in the Contract. If a current DJJ Provider fails to provide the contracted services according to the minimum standards established in the Contract, and the Department cancel's or terminates the Contract for this failure, the Respondent's bid, proposal or reply to a solicitation for the canceled service will be ruled disqualified. The Department is unable to contract with the Respondent for the canceled service for a period of twelve (12) months from the date of Contract termination. The Department will also rule a previous DJJ Provider ineligible to submit a bid, proposal or reply to a solicitation if the twelve (12) month period has not ended.

The "One Florida Initiative" was developed in an effort to increase diversity and opportunities in state contracting without using discriminatory policies. If a Respondent(s) is awarded a contract resulting from this solicitation, answers to the following questions are due to the Department prior to contract execution:

1. Does your organization have a Small Business Administration 8(a) certification? Yes (Y) / No (N)  
If Y, then proceed no further with these questions.
2. Is your organization a non-profit? Y/N  
If Y, then proceed no further with these questions.
3. Does your organization have more than 200 permanent full-time employees (including the permanent full-time staff of any affiliates)? Y/N  
If Y, then proceed no further with these questions.
4. Does your organization have a net worth of \$5 million or more (including the value of any affiliates)?  
Y/N

Sincerely,

Joanne C. Parrish  
Procurement Manager  
Department of Juvenile Justice  
Phone: (850) 717-2607  
Email: [Joanne.Parrish@djj.state.fl.us](mailto:Joanne.Parrish@djj.state.fl.us)

**ATTACHMENT A**  
**STATEMENT OF SERVICES SOUGHT**

**I. INTRODUCTION/BACKGROUND**

The Department currently operates Day Treatment programs at twenty-eight (28) locations throughout the State. The Department is issuing this ITN to obtain replies from Respondents to provide Facility Based Day Treatment (FBDT) programs, in a brick and mortar structure, with program youth at the site all day, as specified in the table on page one. These FBDT programs shall have an emphasis on services as further outlined in this Statement of Services Sought and meeting the minimum requirements of Attachment A-1. FBDT program youth need to be provided with both the opportunity and the support to develop, achieve, and maintain a lifestyle free of crime and to move into contributing roles in society. The Department desires a FBDT program that provides youth the necessary services in a facility setting with a home-like environment run by staff that can offer supportive relationships. Services shall include the delivery of interventions and services that meet the youth's identified service needs. This includes staff providing supportive relationships for the youth who may not be receiving support as needed in their own homes or communities. Youth anticipated to participate in this program will be probation, post commitment probation, conditional release or minimum risk commitment by the court and who are assessed as moderate, moderate-high or high risk to re-offend, as further defined herein.

The two basic needs the Department has identified through research that will make the optimized FBDT programs more successful are the right facility options and properly trained, compassionate staff. With those two elements thoroughly developed in a program, and properly implemented components of the desired services as set forth in Section III., Overview of Services Sought, the Department has determined that such a FBDT program could really "turn around the lives of troubled youth."

Facility Based Day Treatment programs cannot be facilities that keep these youth for an hour after school and then sends them home to the same communities with the same problems, without providing them with any other option than to go back to doing what probably resulted in their entry in the juvenile justice system in the first place. Day treatment programs need to help these youth plan for their future, help them learn about themselves and their communities, and provide them the support and opportunity to believe in their self-worth.

Based on the quality of the FBDT programs proposed by Respondents and further negotiated by the Department, the overarching goal is for these youths to receive quality FBDT services, including, but not limited to: evidence-based and other behavioral interventions (promising practices, practices with demonstrated effectiveness), mental health and/or substance abuse treatment services, life and self-sufficiency skills, case management, and coaching during contacts with youth by staff providing supportive relationships. A holistic approach that involves addressing key areas of risk in the youth's life is paramount to breaking down barriers and strengthening protective factors. These factors may be related to family, community, education and individual risk factors. The involvement of family and community supports is essential to building success.

A DJJ alternative school at the Facility Based Day Treatment site is required and may be provided through the local school district or through a contract with the local school district. Experience has demonstrated attendance for the youth at school, and therefore for day treatment program services, is highly improved when the program transports the youth to and from the home to ensure effective services delivery, in lieu of attempting to pick up youth at various locations throughout the service area at the end of a school day and transport them to the FBDT program site for day treatment program services.

Respondents are encouraged to review the QI Standards for Day Treatment Programs available on the Department's website at: <http://www.djj.state.fl.us/docs/quality-improvement/day-treatment-1213.pdf?sfvrsn=0>, to ensure proposed services are compliant with the standards established by the Department for service delivery.

## II. DEFINITIONS

- A. Balanced and Restorative Justice Approach - A philosophy that focuses on repairing harm caused to people and relationships by the criminal/delinquent act(s). Service(s) is delivered in a manner that holds youth accountable for their behavior and fosters a restorative community and culture where staff and youth are encouraged to participate in decision-making, conflict resolution, and community service and awareness activities that build leadership skills.
- B. Chief Probation Officer (CPO) – The Department employee responsible for managing Probation program operations, and staff within each of Florida’s twenty (20) judicial circuits.
- C. Community - Positive Achievement Change Tool (C-PACT) – The primary assessment instrument used by the JPO to determine the youth’s risk to re-offend and identify criminogenic needs that require intervention. The Pre-Screen is completed and maintained for all youth who are referred to the Department. The Full Assessment is completed and maintained for all youth who have been placed under the jurisdiction of the Department by the court and have been identified as moderate-high or high risk to re-offend by the Pre-Screen.
- D. Conditional Release - Assessment and intervention services provided to youth who are released from residential commitment programs. Under the legal status of conditional release, the youth remains on commitment status and is subject to transfer back to a residential commitment program if noncompliant.
- E. Criminogenic Needs – Critical factors identified during the assessment process, statistically proven to predict future criminal behavior.
- F. Delinquency Interventions – Those research-proven strategies and tactics that provide delinquent youth with skills, training, and education to appropriately and responsibly respond to environmental, social, and familial triggers previously resulting in delinquent, criminal, and/or anti-social behavior(s). The purpose of implementing a delinquency intervention is to prevent criminal and anti-social behavior, reduce recidivism for those already in the juvenile justice system, and reduce youth dynamic/changeable risk factors (or criminogenic needs) proven to be the major cause(s) of juvenile criminal behavior.
- G. Diploma Option – Alternative routes to completion of high school education (e.g. GED).
- H. Direct Care Staff – Staff having direct contact with youth for the purpose of providing care, supervision, custody, or control in a detention facility, probation unit, day treatment program or commitment program within any restrictiveness level, operated by the Department or by a provider under contract with the Department.
- I. Effective Response System – A written plan developed in each circuit, in consultation with judges, the local state attorney, and public defenders, that describes in detail the methodology for responding when youth under supervision violate a condition of their probation. These plans are based upon the principle that sanctions should be based upon the need to ensure public safety, the assessed criminogenic needs and risks of the youth, and how effective the sanction will be in moving the youth to compliant behavior.
- J. Evidence-Based Practice - Treatments and practices independently evaluated and found to reduce the likelihood of recidivism, or at least two criminogenic needs with juvenile offenders. The evaluation must have used sound methodology, including, but not limited to, random assignment, use of control groups, valid and reliable measures, low attrition, and appropriate analysis. Such studies shall provide evidence of statistically significant positive effects of adequate size and duration. In addition, there must be evidence that replication by different implementation teams at different sites is possible with similar positive outcomes.
- K. Gender-Specific/Responsive Services - Services designed to meet the unique needs of boys and girls including gender identity development, identification of risk and protective factors that hinder pro-social and responsible decision-making, and skills competencies that promote responsible male/female behavior. Gender-specific services may include parenting; health and/or sexual education classes; and communication techniques utilizing a research based approach specific to boys and girls.
- L. Inactive Status – A youth who is prohibited from attending the FBBDT program and participating in day treatment services due to placement in a Detention Center or jail, or other treatment service (in-patient treatment) program. Youth who fail to attend and for whom a diligent search was conducted shall be considered an absconder once the *Affidavit*

of *Diligent Search* is submitted to the JPO, who will complete the *Affidavit to Take Into Custody* and submit the documentation to the Court for approval.

- ~~M. Individualized Services and Individualized Service Plan (ISP) – Specific services to be delivered in accordance with strengths and needs identified, both by the youth and through valid professional assessments, and guided by an individualized service plan. The services needed should be provided at the specific level, intensity and duration needed by the individual family. The ISP is a document developed by the youth, parent(s)/guardians(s), and Day Treatment provider to plan for the completion of service needs and any court ordered sanctions, as applicable.~~
- M. Individualized Service Plan – Individual services planning involves determining the specific services to be delivered in accordance with strengths and needs identified, both by the youth and through valid professional assessments, and set forth in the Department’s YES Plan. The services needed by the youth should be provided at the specific level, intensity and duration needed by the youth. The DJJ YES Plan is a document developed by the youth, parent(s)/guardian(s), and the Day Treatment provider to plan for the completion of service needs and any court ordered sanctions, as applicable. See the definition for the YES Plan in LL below.
- N. Intervention – An action taken or facilitated to promote the reduction of a criminogenic need, and may include direct contact with youth, collateral contacts, referrals for services, monitoring progress, and following up with youth and family.
- O. Juvenile Justice Information System (JJIS) – The Department’s electronic information system, used to gather and store information on youth having contact with the Department.
- P. Juvenile Probation Officer (JPO) – An employee of the Department responsible for the intake of youth upon arrest and the supervision of youth on court ordered supervision in the community. The JPO serves as the primary case manager for the purpose of managing, coordinating, and monitoring the services provided and sanctions required for each youth.  
NOTE: Florida Administrative Code Chapter 63D-8.001(22), defines the JPO as: An employee of the Department responsible for the intake of youth upon arrest and the supervision of youth on court ordered supervision in the community. The JPO serves as the primary case manager for the purpose of managing, coordinating and monitoring the services provided and sanctions required for each youth. In this rule chapter, whenever a reference is made to the objectives and duties of a JPO, it shall also apply to case management staff of a provider agency contracted to perform these duties and objectives.  
**When the duties of the JPO are part of a contracted service, the JPO will not be responsible for the duties required of a contracted Provider.**
- Q. Juvenile Probation Officer Supervisor (JPOS) – An employee of the Department or a contracted provider who provides first line oversight and management of the JPO. The JPOS is responsible for overall direction and guidance of the services provided by the JPO including, but not limited to reviewing the progress of cases, documenting compliance with law and court orders, and approving YES Plans and revisions to YES Plans. **When the duties of the JPOS are part of a contracted service, the JPOS will not be responsible for the duties required of a contracted Provider.**
- R. Minimum-Risk Commitment – Programs or program models at this commitment level work with youth who remain at home, and receive delinquency intervention services at least five days per week at a day treatment program. Youth assessed and classified for programs at this commitment level represent a minimum-risk to themselves and public safety and do not require placement and/or services in a residential setting. Youth in this level have full access to, and reside in, the community.
- S. Minority Services – Services designed and delivered to address the unique needs of minority youth in a manner that recognizes the factors associated with disproportionate minority contact with the juvenile justice system.
- T. Non-Residential Facility - Facilities designed to serve youth who present a minimum-risk to public safety in the least restrictive environment, allowing the youth to live at home and receive interventions focusing on delinquent behaviors. Non-residential facilities are also subject to Chapters 63D-9 and 63D-10, F.A.C., relative to the provision of assessment and intervention services.

- U. Performance Measures - Particular values (outcomes or outputs) used to measure program performance. They represent the data and information collected at the program level to measure the specific outputs and outcomes a program is designed to achieve.
- V. Pick-list of Approved DJJ Delinquency Interventions - A list of interventions that are Evidence- Based Practices, Promising Practices or Practices with Demonstrated Effectiveness. These interventions address the criminogenic needs of the youth to be referred for day treatment services and are approved by DJJ for the services proposed under this ITN.
- W. Post-Commitment Probation - Assessment and intervention services provided to youth who are released from residential commitment programs. Under the legal status of post-commitment probation, the youth is legally transferred from commitment status to probation status, and is subject to court-ordered sanctions.
- X. Practice with Demonstrated Effectiveness - Practices based on general principles, strategies, and modalities reported in criminological, psychological, or other social science research as being effective with a juvenile population. These practices should be outlined in a format that ensures consistent delivery by the facilitator across multiple groups.
- Y. Preliminary Screening – The gathering of preliminary information to be used to determine a youth’s need for further evaluation or assessment or for referral for other substance abuse services through means such as psychosocial interviews, urine and breathalyzer screenings, and reviews of available educational, delinquency and dependency records of the youth.
- Z. Probation – Assessment and intervention services provided to youth who are court-ordered to community supervision after the court has determined that the youth committed a delinquent act.
- AA. Promising Practice - Practices that have been evaluated and found to reduce the likelihood of recidivism or at least one criminogenic need with a juvenile offending population. The evaluation must have used sound methodology, including, but not limited to, random assignment or quasi-experimental design, use of control or comparison groups, valid and reliable measures, and appropriate analysis. Such studies shall provide evidence of statistically significant positive effects. In addition, there must be evidence that replication by different implementation teams at different sites is possible with similar positive outcomes.
- BB. Referral – Referral occurs when the Department’s JPO books a youth in the Probation Resource Booking (PRB) system.
- CC. Skill-Building - Programs providing instruction, practice, incentives, and other such activities aimed at developing skills that help youth control his/her behavior and participate in normative pro-social functions. The main forms of this are: behavioral programs, cognitive-behavioral interventions, social skills training and challenge programs.
- DD. Structured Activities - Any activity that allow youth to interact with positive peers, mentors, family members, employment, job search, community service and other approved services which enhance the treatment experience for the youth, as well as enhance the safety of the community.
- ~~EE. Successful Program Completion – Satisfaction of all program services and interventions required to be delivered by the Respondent to the youth includes goals contained on the youth’s individualized case plan, court-ordered sanctions, and daily program attendance. Youth achieving his/her goals and meeting attendance requirements for which the Department loses jurisdiction due to age, may be considered a successful completion.~~
- EE. Successful Program Completion – completion of the court-ordered sanctions shall be the primary determinant when requesting termination of supervision. A youth has successfully completed his or her YES Plan; a youth has complied with all court-ordered sanctions; the Department has lost jurisdiction because the youth has reached the maximum age provided in statute; or, the Department has lost jurisdiction based upon the maximum period of supervision applicable to the charge.
- FF. System of Care - A comprehensive continuum of delinquency and related services provided in a specific geographic area that incorporate the local community’s priorities.
- GG. Trauma-Informed Care - Trauma is the experience of violence and victimization often leading to mental health and other types of co-occurring disorders. This may result from sexual abuse; physical abuse; severe neglect; loss; domestic violence, and/or the witnessing of violence; terrorism; or disaster(s). Trauma-Informed Care services are

- designed to determine the root cause of delinquency, and mental health/co-occurring disorders, and is based on the premise many youths in the juvenile justice system have experienced trauma(s) associated with abuse, violence, and/or fear.
- HH. Treatment Plan – A written guide that structures the focus of a youth’s short-term or ongoing treatment services in the areas of mental health, substance abuse, developmental disability or physical health services.
- II. Treatment Services – Services delivered by clinicians in accordance with a mental health, substance abuse, physical health, or developmental disability treatment plan. This includes implementation of evidence-based and promising mental health and/or substance abuse practices specifically designed to be delivered by clinicians.
- JJ. Violation of Supervision – A noncompliant act committed by a youth that violates the conditions of the probation or post-commitment probation court order.
- KK. Weekly Program Schedule - Identifies delinquency interventions and services by the FBDT program including days of the weeks and times of specific service delivery of interventions, structures activities, treatment and other program tasks and should contain enough service options to address the needs of each referred youth.
- LL. Youth-Empowered Success (YES) Plan – The document developed by the youth, parent(s)/guardians(s), and JPO/contracted provider to plan for the completion of court-ordered sanctions and address criminogenic needs.

### III. OVERVIEW OF SERVICES SOUGHT

- A. The Department is seeking a Respondent who will provide the following services in accordance with the descriptions below and the Minimum Requirements for a Facility Based Day Treatment (FBDT) Program (when applicable, Attachment A-1 references are included after each description):
1. An academic-based educational component, at the proposed FBDT Program site, that meets all requirements for a DJJ Alternative School as approved by the Local County School District. The DJJ Alternative School shall operate year-round, including summer school, as per the local school districts DJJ alternative school calendar.
    - a. The Respondent shall contact the local school district in the county areas where proposing FBDT services to determine the DJJ Alternative School requirements for the provision of educational service. The DJJ Alternative School will have thirty (30) slots for DJJ referred youth participating in the FBDT Program. There are various options to funding the DJJ Alternative School component which must be worked out between the Respondent and the local county school district, and a contract/agreement with the local county school district shall be entered into as soon as possible after award of the resulting Contract. Regardless, the Respondent is responsible for transportation to and from the DJJ alternative school and FBDT Program. Please see section D., below regarding requirements for transportation. The Respondent shall contact the local county school district to determine funding availability for the DJJ Alternative School at the FBDT Program site, and the preference of the local county school district for providing the education directly through school district teachers or if they choose to contract for the educational services and support the FBDT program. All terms and conditions including site approval shall be set forth in the agreement with the local county school district. See Exhibit 2 for Contacts at the Local County School Districts.
    - b. The Department desires an academic-based educational component that could serve thirty (30) youth, both male and female, who are thirteen (13) years of age to nineteen (19) years of age and enrolled in a middle (7th or 8th grade) or high school (9th – 12th) grade program. Youth who are not yet thirteen (13) years of age, but have entered the 7th grade, may be admitted on a case-by-case basis with written agreement of the Day Treatment Program Executive Director and the CPO.
    - c. The Respondent’s proposed FBDT program offering educational services shall be considered a DJJ school by the Department and regardless of



- which entity provides the educational services Florida Statute 1003.52 must be followed.
- d. The Respondent's reply to this ITN shall include written communication from the school district where the proposed FBDT Program will be located, stating that the school district is aware of the Respondent's reply and agrees to work with the Provider, if awarded. For Respondent's proposing a FBDT program in more than one circuit/site, written communication from the appropriate school district is required for each circuit where services will be delivered.
  - e. When the local county school is not in session, the Respondent may operate the FBDT program during the usual local county school hours. Activities that the Respondent may choose to provide would include, but not be limited to: mentoring, tutoring, and recreation.
2. A smaller FBDT Program that creates a home-like environment but large enough to safely and confidentially provide the required services.
    - a. A more home-like environment has been shown to improve rapport between staff and youth and is critical to ensuring that staff provide specialized attention to each youth. The number of program slots shall not exceed a maximum of thirty (30) and the case manager to youth ratio should not exceed 1:10; however, the Department desires as low a case load as feasible to ensure optimized services and special attention are delivered to each youth, with case managers primarily responsible for case management, supervision, and interventions. *The proposed program facility/site and location shall be negotiated to the extent possible prior to the final site inspection.*
    - b. A smaller facility should result in smaller case management caseloads, which will improve service delivery and program effectiveness, as well as limit the number of staff involved with the youth. The facility shall be a Respondent owned/Department approved facility that is modern, aesthetically pleasing, freshly painted with fixtures and furnishing in excellent condition, located in a safe environment, and shall be located in close proximity to the target population in the identified counties as further specified in this ITN. The Department does not have any current inventory of fixtures, furnishings or supplies for this program.
    - c. Facilities located in, or close to, the target population neighborhoods improve the likelihood of family visiting and participating in program services and builds a sense of community, connecting youth with other support services in their area. The facility(ies) should not be located in strip malls, near bars, clubs, gambling halls and casinos and/or adult clubs and shall have sufficient space both indoors and outdoors for activities including recreational activities.
    - d. The Respondent shall take into consideration the Demographic Data outlined in Section VI., of this Attachment, that identifies neighborhoods with high densities of the target population when considering the proposed site location of the FBDT Program facilities.
    - e. The Respondent shall propose a weekly activity schedule including activities provided on weekends that outlines all FBDT program services to include, but not be limited to: the DJJ alternative school, individual and group interventions and treatment services, case management, supervision, structured activities/support services, transportation, food service delivery, mentoring, and family engagement, etc. The proposed weekly schedule shall be negotiated and a final copy set forth in the Contract(s) resulting from this ITN.
    - f. The Department will provide a final site inspection of the proposed FBDT site locations with the highest-ranking Respondent(s) in accordance with the site inspection requirements in Attachment B.
  3. A comprehensive program orientation for the youth upon admittance to the FBDT Program (section III., A., 1.);
  4. Screening and needs assessment conducted for each youth (section III., A., 2.);

5. Delinquency Interventions (section III., A., 3.);
6. Individualized Treatment within a Group Treatment Model (section III., A., 4.);
7. Facility-Based Day Treatment Case Management (section III., A., 5.);
8. Youth Case Files, Records and Documentation (section III., A., 6.);
9. Community Supervision (section III., A., 7.);
10. Supportive Relationships (section III., A., 8.);
11. Structured Activities, Skills Training and Support Services (section III., A., 9.);
12. A focus on Aftercare (section III., A., 10.);
13. Family Engagement / Involvement (section III., A., 11.);
14. Mental Health and/or Substance Abuse Treatment Services (section III., A., 12.);
15. Youth Employment (section III., A., 13.);
16. Behavioral Management System (section III., A., 14.);
17. Food Services / Meals and Snacks (section III., A., 15.);
18. Transportation Services (section III., A., 16.)
  - a. Absolutely key to program success is transportation for youth. The Department is seeking a Respondent to propose a fully funded and functional transportation model that adheres to the Department's policy and procedures for Operating a Vehicle for the Purpose of Transporting Youth FDJJ 1920 and 1920P (dated 5/19/2014 available on the Department's website) and the minimum requirements outlined in Attachment A-1. Transportation can be provided directly or subcontracted. All staff/subcontracted staff providing transportation to youth shall adhere to the Department's transportation requirements and policy.
  - b. The Respondent shall take into consideration the chart in Section VI., of this Statement of Services Sought, which identifies neighborhoods with high densities of the target population when developing transportation plans, although the Department cannot guarantee referred youth will reside within the identified areas.
  - c. Youth shall be provided with Respondent delivered/provided transportation from their place of residence (home) to the facility/site for the DJJ alternative school and FBDT Program services. This transportation should include door-to-door pick-up from, and drop-off at, the youth's place of residence, including for any weekend activities.
  - d. The Respondent shall coordinate or provide transportation for any off-site mental health/substance abuse treatment services, (e.g., counseling, therapy) including any services a FBDT Program participant is receiving during the program day, unless the Respondent has arranged with the parent to provide transport.
  - e. Additionally, the Respondent shall provide transportation and supervision during the week and on the weekend for any youth being transported to and from off-site activities to include, but not be limited to: structured activities, support services, mentoring, school activities (off site) or community service activities that are part of the youth's service plan needs, including if a youth is participating in a Redirections services (Functional Family Therapy or Cognitive Behavioral Therapy) or either transporting the youth to the family home or to the therapy site in the community, with the alternative of making space available for the family and youth to receive Redirections Services at the Day Treatment Program site;
19. DJJ Juvenile Justice Information System (JJIS) and Data Requirements (section III., A., 17.);
20. Medication Management (section III., A., 18.);
21. Comprehensive Procedure and Process for Provision for Episodic Care, First Aid and Emergency Care (section III., A., 19.)

#### IV. STATEMENT OF PURPOSE

- A. The Department is requesting replies from Respondents who have the qualifications, experience, and past performance to provide a Facility Based Day Treatment program as specified in this ITN.
- B. This ITN may not provide a complete understanding of the required service needs, and may not contain all matters upon which a Contract resulting from this ITN shall be based. The absence of detailed descriptions in the Statement of Services Sought (Attachment A) or the Minimum Requirements of a Facility Based Day Treatment program (Attachment A-1) as provided herein as to any details or the omission from that section of a detailed description on any point shall be understood as meaning that the Department will negotiate all services in its best interest and in furtherance of the objectives of this ITN.
- C. The Department intends to select the highest-ranking Respondent proposing services in each identified County/Circuit area, to ensure provision of the most effective DJJ alternative school and FBDT program services for the target population.

#### V. FUNDING AVAILABILITY

- A. The Department has identified the priority order for awarding the resulting Contracts, for each Facility Based Day Treatment Program in the table below based on the number of youth served. The Department will award up to ten Contracts based on the availability of funding, in the priority of award ranking order shown below, until the available funding has been completely awarded. The resulting Contract from this ITN will be negotiated, depending on, but not limited to the following: delinquency interventions to be provided, provision of mental health and/or substance abuse treatment in the program, weekly schedules, structured activities, supportive relationships, staffing, including staff to youth ratios, transportation, family engagement and other services to be provided as part of the FBDT program.

<b>NORTH REGION CIRCUITS</b>	<b>Priority of Award Number</b>	<b>CENTRAL REGION CIRCUITS</b>	<b>Priority of Award Number</b>	<b>SOUTH REGION CIRCUITS</b>	<b>Priority of Award Number</b>
Duval County – Circuit 4	6	Orange County – Circuit 9	1	Miami Dade County North – Circuit 11	4
Volusia County – Circuit 7	8	Pinellas County – Circuit 6	7	Miami Dade County South – Circuit 11	5
Alachua County – Circuit 5	9	Polk County – Circuit 10	2	Broward County – Circuit 17	3
				St. Lucie County – Circuit 19	10

- B. The resulting Contract(s) will be a fixed price/unit rate Contract(s). The Per Diem Rate proposed in Attachment S, shall be inclusive of all costs to operate a program with two hundred fifty (250) billable days annually, as negotiated and desired by the Department. Services shall be provided two-hundred and fifty (250) days of scheduled Day Treatment Program operations per year, regardless of the DJJ Alternative School Planning Days as determined by the local county school districts DJJ alternative school calendar. To allow for weekend activities, the Respondent may have a program schedule that provides Saturday services once a month, in lieu of another day of services. However, requirements for the DJJ Alternative School shall still be complied with, including transportation to the DJJ Alternative School and back to the youth’s home at the end of the school day.
- C. Respondents shall note that all expenditures under a resultant Contract must be directly related to youth served and shall be reasonable, allowable and necessary as outlined in the “Reference Guide for State Expenditures” located at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- D. Final funding availability for services shall be determined by the Department at its sole discretion.

#### VI. DEMOGRAPHIC DATA

A. Youth Risk Levels

The tables show youth served on community supervision during Fiscal Year 2016-17 that scored Moderate-High or High Risk on the PACT and their residence location in the Region/Counties in the table on page 1 of this ITN. This information is provided for planning purposes and is not verified. Respondents should consider potential youth residence locations when determining the facility and developing comprehensive transportation plans for a catchment area.

Youth Served in the Community\* FY 2016-17 By County

County	High	Moderate-High	Total	County	High	Moderate-High	Total
Alachua	56	69	125	Lake	55	55	110
Baker	5	8	13	Lee	70	88	158
Bay	33	42	75	Leon	36	78	114
Bradford	10	10	20	Levy	7	8	15
Brevard	81	109	190	Liberty	2	3	5
Broward	207	353	560	Madison	5	6	11
Calhoun	3	3	6	Manatee	26	47	73
Charlotte	18	19	37	Marion	71	100	171
Citrus	13	19	32	Martin	16	27	43
Clay	21	35	56	Monroe	14	5	19
Collier	32	36	68	Nassau	8	10	18
Columbia	8	33	41	Okaloosa	32	23	55
Dade	204	214	418	Okeechobee	9	5	14
Desoto	6	15	21	Orange	261	419	680
Dixie	0	6	6	Osceola	17	32	49
Duval	204	290	494	Palm Beach	219	206	425
Escambia	86	135	221	Pasco	62	71	133
Flagler	9	15	24	Pinellas	238	137	375
Franklin	5	1	6	Polk	174	331	505
Gadsden	11	16	27	Putnam	18	16	34
Gilchrist	1	0	1	St Johns	9	16	25
Glades	1	0	1	St Lucie	59	75	134
Gulf	1	2	3	Santa Rosa	33	33	66
Hamilton	1	8	9	Sarasota	43	32	75
Hardee	4	8	12	Seminole	88	82	170
Hendry	15	13	28	Sumter	11	7	18
Hernando	21	29	50	Suwannee	7	16	23
Highlands	20	46	66	Taylor	2	6	8
Hillsborough	243	205	448	Union	2	0	2
Holmes	5	1	6	Volusia	85	114	199
Indian River	19	31	50	Wakulla	8	8	16
Jackson	5	8	13	Walton	0	5	5
Jefferson	2	0	2	Washington	2	4	6
Lafayette	0	0	0	Out of State	51	50	101

*\*With no previous day treatment stays*

B. Geographical Areas of Youth Population Density

The targeted areas of zip codes where the most dense population of youth reside in the communities are provided to assist the Respondent with determining the FBDT program facilities and developing robust transportation plans for transporting youth from homes in the morning to the program site for the DJJ Alternative School and FBDT program services, and returning the youth to their home in the evening.

### Table of Mod-High and High-Risk Youth By Zip Code

Data below is for the calendar year.

NORTH REGION											
DUVAL COUNTY				VOLUSIA COUNTY				ALACHUA COUNTY			
Zip Code	Mod-High	High	Total	Zip Code	Mod-High	High	Total	Zip Code	Mod-High	High	Total
32209	45	37	82	32114	40	36	76	32607	24	8	32
32208	37	22	59	32117	16	12	28	32641	14	16	30
32210	29	28	57	32738	16	5	21	32601	10	9	19
32207	18	23	41	32720	9	10	19	32609	14	5	19
32244	25	16	41	32725	11	8	19	32608	8	9	17
32254	21	13	34	32724	12	6	18	32606	5	6	11
32218	14	19	33	32141	5	5	10	32615	6	2	8
32211	13	10	23	32119	6	3	9	32605	4	1	5
32205	12	8	20	32168	1	7	8	32653	3	1	4
32206	10	10	20	32763	5	3	8	32669	2	2	4
32246	13	5	18	32118	5	1	6	32618	3	0	3
32277	10	6	16	32174	3	3	6	32643	1	2	3
32233	7	7	14	32127	4	1	5	32640	1	1	2
32216	8	4	12	32129	3	2	5	32694	2	0	2
32219	11	1	12	32128	0	3	3	32616	1	0	1
32257	6	4	10	32132	1	2	3	32622	1	0	1
32225	5	4	9	32130	0	2	2	32696	1	0	1
32221	6	2	8	32176	0	2	2	33653	0	1	1
32204	6	1	7	32713	2	0	2				
32250	4	3	7	32759	1	1	2				

<b>CENTRAL REGION</b>											
<b>ORANGE COUNTY</b>				<b>PINELLAS COUNTY</b>				<b>POLK COUNTY</b>			
<b>Zip Code</b>	<b>Mod-High</b>	<b>High</b>	<b>Total</b>	<b>Zip Code</b>	<b>Mod-High</b>	<b>High</b>	<b>Total</b>	<b>Zip Code</b>	<b>Mod-High</b>	<b>High</b>	<b>Total</b>
32808	76	53	129	33712	27	28	55	33830	44	48	92
32805	54	31	85	33771	17	37	54	33801	50	15	65
32811	43	20	63	33705	14	28	42	33805	32	18	50
32839	38	21	59	33711	14	22	36	33881	33	16	49
32818	43	14	57	33755	14	18	32	33880	25	20	45
32801	21	34	55	33781	4	17	21	33810	25	11	36
32703	29	11	40	33760	7	12	19	33815	17	12	29
32810	17	15	32	33713	11	7	18	33823	21	8	29
32822	19	11	30	33756	7	11	18	33844	23	4	27
32809	14	5	19	33714	7	7	14	34759	17	6	23
32819	10	7	17	33701	3	9	12	33853	13	7	20
32835	12	5	17	33709	6	6	12	33898	12	7	19
34761	10	6	16	33702	7	4	11	33860	11	6	17
32807	10	5	15	33774	7	4	11	33809	12	4	16
32812	9	5	14	33707	4	6	10	33884	10	2	12
32712	9	4	13	33782	2	6	8	33813	4	5	9
32825	5	7	12	34689	4	3	7	33837	4	5	9
32826	7	5	12	33770	5	1	6	33843	7	2	9
34787	9	2	11	33778	3	3	6	33811	6	2	8
32792	8	1	9	34684	2	4	6	33859	4	4	8

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<b>SOUTH REGION</b>							
<b>BROWARD COUNTY</b>				<b>ST. LUCIE</b>			
<b>Zip Code</b>	<b>Mod-High</b>	<b>High</b>	<b>Total</b>	<b>Zip Code</b>	<b>Mod-High</b>	<b>High</b>	<b>Total</b>
33311	74	41	115	34950	16.00	23.00	39.00
33309	37	57	94	34947	12.00	13.00	25.00
33313	43	33	76	34982	12.00	7.00	19.00
33060	24	10	34	34983	7.00	7.00	14.00
33068	22	10	32	34946	8.00	4.00	12.00
33312	21	4	25	34984	8.00	2.00	10.00
33020	14	10	24	34952	4.00	4.00	8.00
33069	15	8	23	34953	6.00	2.00	8.00
33023	9	12	21	34951	4.00	1.00	5.00
33025	17	3	20	34981	0.00	2.00	2.00
33064	14	5	19	34986	2.00	0.00	2.00
33065	8	5	13				
33063	9	3	12				
33441	10	2	12				
33319	8	3	11				
33004	8	2	10				
33009	8	2	10				
33351	6	4	10				
33024	6	1	7				
33027	6	1	7				
<b>MIAMI DADE COUNTY- NORTH</b>				<b>MIAMI DADE COUNTY- SOUTH</b>			
<b>Zip Code</b>	<b>Mod-High</b>	<b>High</b>	<b>Total</b>	<b>Zip Code</b>	<b>Mod-High</b>	<b>High</b>	<b>Total</b>
33128	19	38	57	33034	15	18	33
33147	21	18	39	33030	17	8	25
33142	21	15	36	33033	8	16	24
33056	10	11	21	33032	13	7	20
33161	16	5	21	33157	11	8	19
33127	11	9	20	33035	2	6	8
33150	13	7	20	33170	4	3	7
33054	11	6	17	33196	2	5	7
33162	10	6	16				
33125	5	6	11				
33169	6	5	11				
33055	9	1	10				
33135	7	3	10				
33138	2	7	9				
33167	8	1	9				
33010	5	3	8				
33012	5	3	8				

**VII. YOUTH TO BE SERVED**

- A. The Department will refer youth that have been placed on probation, post commitment probation, conditional release or minimum risk commitment by the court and who are assessed as moderate-high or high risk to re-offend. Youth assessed as Low or Moderate may be approved by the Circuit Chief or designee on a case-by-case basis based on the youth's needs and within the restrictions set forth in Attachment A and Attachment A-1.
- B. Youth will have a heightened need for structured services, delinquency interventions, skills building, mental health and/or substance abuse treatment services, and supportive relationships during traditional and non-traditional business hours, risk factors associated with negative peer associations, and substance use as well as anger or impulse controls issues, inappropriate decision-making and negative peer associations.
- C. Prior to referral, the Department will have previously administered a full C-PACT to determine the youth's risk to re-offend. The Respondent must administer a full C-PACT upon program admission in accordance with the requirements set forth for in Attachment A-1, section III., A., 2., Screening and Needs Assessment.
- D. The Department does NOT intend to utilize program slots for youth that are not assessed as in need and appropriate for FBDDT. The goal is to ensure the right youth receives the rights services to reduce the risks to re-offend. Any of the following youth may be referred at the sole discretion of the Department's CPO based on established Department criteria:
  - 1. youth who are assessed as moderate risk to re-offend who score high in one or more of the following domains: Use of Free Time, Alcohol and Drug Use, School, Relationships, Anti-Social Attitudes, Aggression, Skills, and/or Mental Health; and/or resides in a home with family members who are involved in the criminal or juvenile justice system; and/or are gang-involved, suspected to be gang-involved, associate with gang members, or who exhibit behaviors commonly associated with gang members; and
  - 2. low-risk youth with a demonstrated history of failure to comply with the conditions of his/her court-ordered supervision.
- E. The maximum length of stay in the FBDDT program shall be limited to no more than one hundred eighty (180) consecutive days with the anticipated length of stay for each youth of four (4) to six (6) months, unless otherwise specified by court order. Exceptions to the length of stay requirements are set forth in Attachment A-1.

**VIII. STAFFING/PERSONNEL**

- A. In addition to the minimum specifications for staffing/personnel and subcontracted staff as set forth in Attachment A-1, the Respondent and all personnel provided under the resulting Contract, whether performance is as a Respondent, subcontractor, or any employee, agent or representative of the Respondent or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Respondent shall provide copies of all current licenses or certificates required for the delivery of services under the resulting Contract, to the Department's Contract Manager, prior to the delivery of services.
- B. The Respondent shall provide fully qualified and dedicated staff to provide the services described in this ITN. This should include staff, dedicated to the concepts outlined here, in developing pro-social modeling and supportive relationships, as well as professional staff qualified to provide services. *Staff to youth ratio set forth in their final staff plan provided during negotiations and made part of the resulting Contract(s) that shall not be exceeded during the term of the resulting Contract(s).* In addition, the Respondent shall maintain a plan for recruitment and retention of staff, and maintaining staffing level ratios, that specifically addresses handling of vacancies and absences.

**IX. ADDITIONAL REQUIREMENTS OF A RESULTANT CONTRACT FROM THIS ITN**

- A. The resultant Contract will be a fixed price-unit rate based on available slots, with documentation of services provided. The determination of any additional service units/deliverables the successful Respondent(s) is required to perform shall be negotiated with final determination to be the sole discretion of the Department. Service units,



- deliverables and required reports will be set forth in any resultant Contract.
- B. The deliverable/service unit for the resultant Contract is an available slot. A slot is defined as “available” only if the Respondent could accept a juvenile for admission to the program and the youth could begin to receive all services described in the contract with forty-eight (48) hours’ notice.
    - 1. Payment on available slots requires a substantially staffed FBDT program requiring eight-five percent (85%) of staff to be present on any given day. Therefore, there can be no more than fifteen percent (15%) of positions in the FBDT program (per location) vacant on any given day.
    - 2. If staffing at any FBDT program falls below the required eight-five percent (85%) level on any given day the Respondent shall be paid for filled slots (only) at the per diem rate, for each day the vacancies occurred, as evidenced by the Youth Census Report.
  - C. Payment must be triggered upon receipt of completed deliverables.
  - D. The Respondent shall submit a monthly invoice with sufficient documentation to fully justify payment for the deliverables/service units delivered the previous month.
  - E. Failure by the Respondent to promptly report and document deliverables as required shall result in a reduction in the monthly invoice.

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**ATTACHMENT A-1  
MINIMUM REQUIREMENTS OF A  
FACILITY BASED DAY TREATMENT PROGRAM**

**I. GENERAL DESCRIPTION**

**A. General Description of Services**

1. The Respondent shall design, develop, implement, and operate an optimized Facility Based Day Treatment (FBDT) Program for both male and female youth, who are placed on probation, post commitment probation, conditional release or minimum risk commitment by the court and who are assessed as moderate-high or high risk to re-offend. There shall be thirty (30) slots in each program location within the DJJ Circuit for which the Respondent is proposing services. The FBBDT Program shall be based on the requirements specified in this Attachment, with an educational component (DJJ Alternative School) provided in conjunction with the local county school district. FBBDT program services shall be delivered at a Respondent owned/Department approved facility that is modern, aesthetically pleasing, freshly painted with fixtures and furnishing in excellent condition, and located in a safe environment.
2. The Respondent shall place a heavy emphasis on providing transportation for youth to and from the school/program site on a daily basis, on individualized service planning within a group model, individualized case management, the provision of evidence based delinquency interventions, mental health and/or substance abuse treatment services, family engagement, intensive supervision, and supportive relationships with youth. Staff identified with the ability to develop and sustain a supportive mentoring type relationship with the assigned youth is highly desired.
3. The Respondent shall operate the FBBDT Program two-hundred fifty (250) days per year, with on-call services provided three-hundred sixty-five (365) days per year, with an extra day for leap year in 2019/20. The Respondent shall provide direct services to youth on two-hundred fifty (250) days which may include services on any of the following days of the week, Monday through Saturday, in accordance with the approved weekly schedule.
4. The Respondent shall either deliver directly or coordinate with the school district to provide an on-site, academic-based educational component within the day treatment program that will encompass all requirements for the DJJ Alternative School as approved by the Local County School District (see Exhibit 2 for Contacts for Local County School Districts). The academic-based educational component shall serve youth who are thirteen (13) years of age to nineteen (19) years of age and enrolled in a middle (7th or 8th) or high school (9th – 12th) grade program. Youth who are not yet thirteen (13) years of age, but have entered the 7th grade may be admitted on a case-by-case basis with concurrence of the FBBDT Program Executive Director and Chief Probation Officer (CPO).
  - a. The academic-based educational component shall be provided in accordance with the local county school district policy for DJJ alternative schools. It is the responsibility of the Respondent to determine how to meet the local county school district requirements for DJJ alternative schools.
  - b. The Respondent's FBBDT Program offering an educational component shall be considered a DJJ school by the Department and regardless of which entity provides the educational services Florida Statute 1003.52 must be followed.
5. The Respondent shall deliver all services consistent with applicable federal and state laws, Department rules, policies and standards. Services shall be provided two-hundred fifty (250) days per year with some services to be provided on Saturday for weekend activities (pro-social modeling and supportive relationships).
6. The Respondent's FBBDT program shall offer a more home-like environment, which has been shown to improve rapport between staff and youth, and is critical to ensuring that staff provide specialized attention to each youth. The number of program slots shall not exceed a maximum of thirty (30) and the Case Manager to

youth ratio shall not exceed 1:10 (*Final staff to youth ratio to be negotiated*); however, the Department desires as low a case load as feasible to ensure optimized services and special attention are delivered to each youth, with Case Managers primarily responsible for case management, supervision, and intervention.

B. Services to be Provided

1. The Respondent shall deliver at least one evidence-based delinquency intervention for youth assessed as high risk that addresses the youth's criminogenic risk factors associated with delinquency. In addition, the Respondent may offer Promising Practices and Practices with Demonstrated Effectiveness delinquency intervention.
2. Respondent's shall note that youth participating in the Day Treatment Program may also receive Department Redirections Services (upon referral from the JPO). Redirection Services in the geographical areas seeking FBDT services are listed in Exhibit 3.
3. If a youth is participating in a Redirection Services therapy, the Respondent shall be responsible for either transporting the youth to the family home or to the therapy site in the community, with the alternative of making space available for the family and youth to receive Redirections Services at the Day Treatment Program site.
4. Each youth must receive an evidence-based delinquency intervention, promising practice, or interventions with demonstrated effectiveness based on risk level of youth, each week, in the dosage and frequency that ensure fidelity of the intervention proposed. Additional hours of program activities shall include structured activities, support services, service planning, case-management, recreational, coaching and contact, and supervision activities.
5. Interventions shall be designed to address criminogenic risk factors such as those listed below with the goal of determining the youth's risks and needs and providing services to directly address those issues.
  - a. Prior Offenses;
  - b. Family Factors;
  - c. Education and Employment;
  - d. Peer Relations;
  - e. Leisure and Recreation;
  - f. Personality and Behavior; and,
  - g. Attitudes and Orientation.
6. The Respondent shall utilize the C-PACT risk/needs assessment tool in order to identify the youth's individual criminogenic risk factors that need to be addressed.
7. The Respondent shall also provide or arrange for delivery of evidence-based and/or promising mental health and/or substance abuse treatment. Mental health and/or substance abuse treatment services must be provided by individuals meeting the education, licensure, degree requirements, and applicable Florida rule requirements, and Department Rule, Chapter 63N-1, Florida Administrative Code (F.A.C.) requirements.
8. Each youth identified as in need of mental health and/or substance abuse treatment services must receive these services in accordance with Department Rule, Chapter 63N-1, F.A.C.
9. The Respondent shall be responsible for addressing dynamic criminogenic risk factors through effective case management, providing evidence-based delinquency interventions, and mental health and/or substance abuse treatment services, and identifying and removing roadblocks to treatments. The Respondent shall develop a written means for ensuring fidelity in the delivery of all evidence-based programs and mental health and/or substance abuse treatment services.
10. Treatment roadblocks shall be addressed through:
  - a. Identification of youth, family or environmental characteristics that block engagement in mental health and/or substance abuse treatment services through a risk and needs assessment;
  - b. Delivering individualized mental health and/or substance abuse treatment services, and delinquency services in a style and manner that is consistent

- with the ability and learning style and individualized needs of the youth;  
and
- c. Utilizing a method that is supported by research literature and accepted by the Department.
11. To be successfully discharged from the program, each youth admitted to the Respondent's program shall successfully complete evidence-based delinquency interventions and/or mental health and/or substance abuse treatment services pursuant to individualized needs as identified via screening and assessment and specified in the resulting Contract. Each youth must receive evidence-based delinquency interventions in accordance with the fidelity of the model, other structured activities, and support services according to assessed needs
  12. The Respondent shall deliver case management activities to include the administration of a needs assessment utilizing the Department's C-PACT, development of the Department's YES Plan, services planning based on a youth's individualized needs assessments, performance monitoring, and data gathering, analysis, and reporting.
  13. The Respondent shall deliver structured activities and support services beyond the evidence-based delinquency intervention to include a community service and/or restitution component. Structured activities shall include employment readiness, academic remediation, life skills training, and experiential education that allow youth to interact with positive peers, mentors, and family members to enhance the intervention experience for the youth, as well as employment, job search, community service and other approved services. Structured activities may be on or off the facility site, and shall be monitored by the Respondent's staff. Any structured activity as assigned by the multidisciplinary treatment team pursuant to the youth's individualized case plan shall be permissible dependent upon the youth's progress in the program.
  14. The Respondent shall implement a Behavior Management System to provide constructive discipline, train youth in effective conflict resolution, and conduct daily performance evaluations. Program staff shall maintain order and safety through services that adhere to a Behavior Management System that delivers services correlating directly to the C-PACT domains of the individual youth.
  15. In addition, the Respondent shall deliver academic remediation, and provide vocational training to youth admitted to the Program who has completed his high school diploma, or who are not enrolled in an educational curriculum. Youth who complete vocational training prior to admission or while participating in the Program, and/or who are appropriate for employment due to interest or need, shall receive employability skills training and assistance from the Respondent in securing sustainable employment at a livable wage.
  16. All youth shall be required to complete the Respondent identified and supervised community service activities that are developmentally and age appropriate.
  17. Skills Training shall be provided to assist youth in decreasing criminogenic behaviors and increasing interpersonal skills, problem-solving skills, coping skills and, life skills that will enable the youth to:
    - a. Function in society in a meaningful, positive way;
    - b. Become stronger in character, remorseful and empathetic;
    - c. Practice positive decision making;
    - d. Become more connected to the community and recognizing the potential to be positive members of the community; and
    - e. Practice opportunities to lead, belong, mentor, contribute, and make meaningful choices.
  18. The Respondent shall provide a twenty-four (24)-hour crisis line and shall make home visits as necessary as determined by the Case Manager, with consideration in safety issues involved with the youth's home environment.
- C. Balanced and Restorative Justice Approach  
The Department's referrals will include youth of different gender and race; therefore, the Respondent's services shall address the different ethnicities, races, and gender-specific needs of all youth. Services shall be delivered consistent with the Balanced and Restorative Justice Approach adopted by the Department.

1. Restorative Justice

Restorative Justice is a philosophy that view crimes by focusing on repairing the harm caused to people and relationships as a result of the criminal activity. The Respondent's service provision shall reflect the Restorative Justice philosophy. Independent living skills shall facilitate traits valued by others in the community and should assist offenders in functioning in society in a meaningful, positive way; becoming stronger in character; showing remorse and empathy towards others; connecting within the community and recognizing potential to be positive members of the community; and practicing opportunities to lead, belong, mentor, contribute and make meaningful choices.

2. Gender-Specific Services

The Respondent shall provide gender specific services (Programming) with components and treatment services that are designed to comprehensively meet the special needs of adolescent boys and girls. Programming shall foster positive gender identity development, recognize the risk factors and issues most likely to impact adolescents and protective factors and skill competencies that can deter future delinquency and enhance treatment services. Gender specific treatment and delinquency services shall include but are not limited to:

- a. Mental health and/or substance abuse treatment services that address adolescents' issues and individualized treatment needs such as addiction, co-occurring disorders and their behavioral effects, depression, post-traumatic stress disorder and trauma relating to physical or sexual abuse, neglect, emotional abuse, or domestic violence. Mental health services that address gender identity issues. Mental health services that use effective interventions such as behavioral, cognitive, affective/dynamic, and systems perspectives to address the needs of individual adolescents.
- b. Promotion of positive relationships including those with family members, friends, and staff.
- c. Communication skills, assertiveness and appropriate expression of anger, using evidence-based approaches shown to be affective for adolescents.
- d. A safe environment, free from verbal harassment, harassment secondary to gender identity issues, bullying, teasing, violence, racism, sexism and sexual abuse and ongoing staff assessment to ensure a trauma free environment.
- e. An environment in which adolescents feel safe to share their feelings and discuss their problems, protected from harm by self, peers, and staff.
- f. Education about adolescents' physical and sexual health including sexually transmitted diseases, contraception, exercise, and personal health care.
- g. Education Programs, mutual support and mentoring opportunities, events and speakers to share experiences of adolescents from various ethnic, racial and socio-economic backgrounds.
- h. An environment that acknowledges the contributions of adolescents through posters, murals, books, magazines, and videos.
- i. Sexual decision making and how to communicate personal limits.
- j. Parenting education which includes prenatal care for male adolescents.

3. Minority Services

The Respondent's services shall be provided to youth in a manner that addresses the factors that impact disproportionate minority contact with the juvenile justice system. The Respondent shall provide a service that fosters positive identity development; recognizes the risk factors and issues most likely to impact minority youth; and the protective factors and skill competencies that can deter future delinquency. Services shall be culturally sensitive and include events that recognize the contributions of people from various ethnic, racial and socio-economic backgrounds.

D. Authority for Specific Contracted Program Services

Program components shall be in compliance with Chapter 985, Florida Statutes (F.S.), Rule 63D-5.001-.007, Supervision; 63D-6.001-.008, Non-Residential Programs; and Rule 63D-7.001- 009, Post-Residential Supervision, Rule, 63N-1, F.A.C.

E. Service Limits

The Respondent shall provide supervision and services to admitted youth until such time as the following conditions are met:

1. Until a youth is terminated from the system; or
2. Until a youth is placed on demand status after completing all court-ordered sanctions other than payment of restitution; or
3. If a youth is approved for an administrative transfer, or is accepted into detention until placement, or is admitted into their residential placement; or
4. Until a youth has successfully completed the Program and is returned to the supervision of the JPO.

F. Major Goal(s) of the Service

1. The Department's goal for this optimized Day Treatment services is to deliver a Program for day treatment youth that focuses on mentoring and supportive relationships, accompanied by interventions for the youth that prevent recidivism and continued involvement in the juvenile justice system using Programs/practices that build protective factors, implement appropriate and effective individualized case planning and treatment, and address the individualized needs of the youth and the family while enhancing public safety and ultimately preparing the youth for success when they return to the community in which they reside.
2. Effective Programs facilitate a measurable and positive change in youth behavior, provide youth with effective services, to include interventions, skills and treatment with demonstrated success with the adolescent population, reduce favorable attitudes towards delinquent/criminal behavior(s), and provide youth with skills and tools to support these changes with the goal of preventing recidivism and/or future criminal involvement. Because the target population is at heightened risk for placement in a secure residential commitment Program, services include strategies and techniques to engage the youth and the family by identifying their individual needs, providing mental health and/or substance abuse treatment services when the need is identified, and providing available resources to support services.
3. Success in achieving these goals will be measured through the number and percentage of youth:
  - a. ~~arrested for an offense committed while participating in the Respondent's Program (Offense During Service {ODS});~~
  - b. ~~with an adjudication or adjudication withheld for an offense committed while under Program supervision (ODS);~~
  - a. Who committed a new violation of law while participating in the Respondent's program (Offense During Service {ODS}).
  - b. ODS is the percentage of releases adjudicated for an offense during supervision. 'Any' includes any lawful offense or non-law violation; 'Lawful Offenses' includes only misdemeanor or felony offenses.
  - c. arrested for an offense committed within twelve (12) months of Program completion; and,
  - d. with an adjudication, adjudication withheld, or an adult conviction for an offense adult conviction for an offense committed within twelve (12) months of Program completion.

II. **YOUTH TO BE SERVED**A. General Description of the Youth to be Served

The Respondent's program shall provide FBDT services as specified herein to males and females placed on probation, post commitment probation, conditional release or minimum risk commitment by the court and who are assessed as moderate-high or high risk to re-offend and who reside in the geographical areas on page one of this ITN. Youth will have a heightened need for structured services, delinquency interventions, skills building, mental health and/or substance abuse treatment services, community supervision during traditional and non-traditional business hours, risk factors associated with negative peer associations, and substance use as well as anger or impulse controls issues, inappropriate decision-making and negative peer associations.

B. Youth Eligibility

1. The Respondent shall provide services to probation, post commitment probation, conditional release or minimum risk commitment youth, referred by the Department, who are thirteen (13) years of age to nineteen (19) years of age and enrolled in a middle (7<sup>th</sup> or 8<sup>th</sup> grade) or high school (9<sup>th</sup> – 12<sup>th</sup>) grade program. Youth who are not yet thirteen (13) years of age, but have entered the 7<sup>th</sup> grade may be admitted on a case-by-case basis with concurrence of the FBDT Program Director and CPO of the Circuit where the youth resides.
2. All youth referred to FBDT require a full C-PACT administered by the Juvenile Probation Officer prior to referral.
3. Any of the following youth may be referred at the sole discretion of the Department's CPO based on established Department criteria. The Department will not make referrals of youth who are not assessed as in need and appropriate for FBDT services. The goal is to ensure the right youth receives the right services to reduce the risks to re-offend.
  - a. Youth who are assessed as moderate risk to re-offend and who score high in one (1) or more of the following domains: Use of Free Time, Alcohol and Drug Use, School, Relationships, Anti-Social Attitudes, Aggression, Skills, and/or Mental Health; and/or resides in a home with family members who are involved in the criminal or juvenile justice system; and/or are gang-involved, suspected to be gang-involved, associated with gang members, or who exhibit behaviors commonly associated with gang members;
  - b. Low-risk youth with a demonstrated history of failure to comply with the conditions of his/her court-ordered supervision.

C. Youth Referral/Determination for Services

1. The Department will forward referrals to the Respondent utilizing the Juvenile Justice Information System (JJIS) Probation Resource Booking (PRB) Module. Note: The Department will provide training in JJIS prior to the start date of the resulting Contract to ensure the Respondent's staff possesses the necessary training and permissions to access JJIS (documented by completing the Provider JJIS Access Agreement Form).
2. The Respondent shall have access, through JJIS to the following forms and information, when available.
  - a. Expanded Face Sheet;
  - b. School information (e.g. FCAT scores, Individual Education Plans [IEPs], 504 Plans, IQ scores or ratings [e.g. "normal"], grades, behavior and attendance records;
  - c. Arrest affidavit, violation of probation or transfer request;
  - d. Victim statements;
  - e. C-PACT Mental Health and Substance Abuse Report and Referral Form;
  - f. C-PACT Overview Report;
  - g. Release of Information forms;
  - h. Prior assessments available to the Department (i.e. SAMH-2, Psychological Evaluation, Bio-Psychosocial Assessment, or predisposition Comprehensive Evaluation);
  - i. Prior medical information available to the Department (i.e. medical history and/or results of a medical exam after obtaining release when necessary);
  - j. Prior mental health information available to the Department (i.e., Baker Acts, Marchman Acts, prior inpatient and/or outpatient treatment);
  - k. History of employment and vocational training;
  - l. Most recent Pre-Disposition Report (PDR); and
  - m. Signed Authority for Evaluation and Treatment (AET) form.
3. All youth referred must be contacted and admission initiated within two (2) business days of the date of the Department's referral in JJIS.
4. The Respondent is responsible for completing admission and entering placement of youth in JJIS, Probation Resource Booking Module, within five (5) business days of initial face-to-face contact with the youth.
5. Upon admission, each youth shall be immediately enrolled in a Department-identified evidence-based delinquency intervention, promising practice or practice

with demonstrated effectiveness as outlined on the Exhibit 4, Pick List of DJJ Approved Delinquency Interventions, that meets the youth's assessed needs. Youth identified as high risk must have an evidence-based delinquency intervention.

6. Youth identified with mental health and/or substance abuse treatment needs shall receive treatment provided by the Respondent or through community referrals coordinated with the JPO, based on an individualized mental health and/or substance abuse treatment plan.
7. If the FBDT Program is at capacity, the Respondent shall send written documentation to the Department's Contract Manager and Circuit CPO stating the FBDT Program is at capacity along with the anticipated date a slot will be available. No youth shall be placed on a Waiting List.
8. Any referral disputes shall be forwarded in writing within two (2) business days of receipt of referral to the Department's Contract Manager listed in the resulting Contract with copy to the CPO in the applicable Circuit.
9. If the Respondent determines, after FBDT Program admission, that a youth is not appropriate for FBDT services, the Respondent shall submit to the CPO, a written request explaining why the youth is not appropriate for FBDT services with a copy to the Contract Manager. The Respondent shall provide services detailed in the resulting Contract while awaiting the Department's decision. The decision of the Department's CPO shall be returned in writing within 5 days of receipt of the request from the Respondent and the decision of the CPO in the Circuit of service is final. A copy of the decision shall also be sent to the Contract Manager.
10. In the event, an admitted youth refuses to attend the FBDT program, the Respondent shall contact the JPO and the JPO Supervisor within twenty-four (24) hours of the youth's refusal to attend. In the event the Respondent's FBDT program has not been contacted by the JPO or JPO Supervisor within an additional twenty-four (24) hours, the Respondent shall contact the CPO.
11. The Respondent and the JPO shall coordinate together to engage the youth and the youth's family to ensure a referred and admitted youth will attend the FBDT Program.
12. If the Department determines admissions to the FBDT Program must be suspended due to safety, security, staffing or other programming concerns, the Department will notify the Respondent, in writing, of the suspension of admissions until the Department determines the suspension can be removed and admissions resumed.

D. Specify Limits on Youth to be Served

1. The maximum length of stay in the FBDT Program is limited to no more than one hundred eighty (180) consecutive days with the anticipated length of stay for each youth of four to six months, unless otherwise specified by court order.
2. Any requests for extension shall be made in writing to the CPO in the Circuit fourteen (14) days before the one hundred eighty (180) days in the FBDT Program expires, with a copy to the Contract Manager.
3. The CPO will have five working days to respond in writing to the FBDT Program and shall provide a copy to the Contract Manager. The length of an extension will be determined on a case-by-case basis.

### III. SERVICE TASKS

A. Tasks to be Performed

The following service tasks shall be delivered to youth admitted to the FBDT Program as part of required services.

1. Program Orientation

- a. The Respondent shall ensure a FBDT Program and Facility orientation shall be conducted for all youth admitted to the facility. The youth's parent(s)/ guardian(s) shall be encouraged to attend.
  - 1) Orientation shall be conducted by the Case Manager (or similar title) or designee in a manner that is welcoming and respectful and includes the following:
    - a) All Orientation information shall be written in language age appropriate and understandable to the youth.



- b) Case Manager (or similar title) or designee completing orientation thoroughly shall review each of the Program policies with youth and parent/guardian to ensure understanding of program rules and expectations.
  - c) The Respondent shall ensure all forms and consents are signed and dated by the youth, parent/guardian, and Case Manager (or similar title) or designee and includes the orientation acknowledgement with checklist of materials reviewed.
- 2) All intake/orientation documentation shall be maintained in the youth's case management file.
  - 3) The youth's admission/orientation session shall be documented in the youth's file and all required parties are notified of the youth's acceptance into the program.
  - 4) Youth's Orientation shall consist of the following:
    - a) An orientation handbook shall be provided containing the following:
      - i. Program goals and available services;
      - ii. Review of the case planning process;
      - iii. Telephone guidelines;
      - iv. Youth rights and grievances;
      - v. Florida Abuse Hotline telephone number;
      - vi. Florida Advocacy Center for Persons with Disabilities telephone number; and
      - vii. Facility rules governing youth conduct and consequences for major rule violations.
  - 5) In addition to the handbook or brochure, the orientation shall also include the following:
    - a) An introduction to facility staff and a tour of the facility grounds;
    - b) A review of expectations, rules and the behavior management system;
    - c) A review of the weekly activity schedule governing day-to-day operations;
    - d) A review of emergency medical and mental health services, emergency safety, and the evacuation procedures for the facility;
    - e) A list of contraband items and materials, and the consequences for introducing contraband into the facility;
    - f) A review of the performance planning process;
    - g) The average anticipated length of stay to successfully complete the program; and
    - h) The facility dress code, which shall prohibit pictures, logos, emblems and writing that depict illegal activity, violence, profanity, gang logos, or nudity.
  - 6) The Respondent shall ensure each youth receives a FBDT Program Handbook at the intake meeting that contains a written explanation of all of the following:
    - a) Program goals and available services;
    - b) Review of the case planning process;
    - c) Telephone guidelines;
    - d) Search policy;
    - e) Youth rights and grievances;
    - f) Florida Abuse Hotline telephone number;
    - g) Florida Advocacy Center for Persons with Disabilities telephone number; and
    - h) Facility rules governing youth conduct and consequences for major rule violations.
    - i) Facility organization chart;

- j) Summary of expectations, rules and the behavior management system;
  - k) Weekly activity schedule governing day-to-day operations;
  - l) Summary of emergency medical and mental health services, emergency safety, and the evacuation procedures for the facility;
  - m) A list of contraband items and materials, and the consequences for introducing contraband into the facility;
  - n) A review of the performance planning process;
  - o) Explanation of the average anticipated length of stay to successfully complete the program; and
  - p) The facility dress code, which shall prohibit pictures, logos, emblems and writing that depict illegal activity, violence, profanity, gang logos, or nudity.
- 7) The Case Manager or designee shall maintain documentation that the youth's parent/guardian was notified of the youth's admission within twenty-four (24) hours. A copy shall be filed in the youth's case file. Written notification will include:
- a) A brief overview of the program;
  - b) Information to the parent/guardian about weekly scheduled recreational activities; and
  - c) Explanation of requirement that the parent/guardian inform the program of an objection to youth's participation in recreational activities due to a physical or medical problem. Objection must be accompanied by written documentation from a physician.

2. Screening and Needs Assessment

Time frames for specific tasks identified in this paragraph shall be maintained unless documented by extenuating circumstances:

- a. The Respondent shall obtain and review a copy of the C-PACT (administered by the Department prior to referral) and all youth admitted to the Program must have a new C-PACT Full Assessment completed prior to the development of the youth's YES Plan.
- b. The Respondent shall complete the C-PACT within seven (7) calendar days of admission, at ninety (90) calendar days of Program participation, and within three (3) calendar days of FBDT Program completion/discharge.
- c. In addition to the C-PACT, the Respondent shall complete the C-PACT Mental Health & Substance Abuse Screening Report and referral form, the Provider's Intake Screening for Suicide Risk, and the Healthcare Admission Screening the Facility Entry Physical Health screening form (or a similar form).
- d. The Massachusetts Youth Screening Instrument, Second Version (MAYSI-2) shall be administered to the youth upon initial intake on the day of the youth's admission to the Day Treatment Program as set forth in Rule 63N-1.0053, F.A.C.
- e. Youth identified with suicide risk factors on the C-PACT, MAYSI-2 or by staff observations shall be referred for an Assessment of Suicide Risk or for emergency mental health services as set forth in Rule, Chapter 63N-1, F.A. C.
- f. Youth identified as in need of further mental health and/or substance abuse evaluation on the C-PACT or MAYSI-2 must be referred for comprehensive mental health and/or substance abuse evaluation as set forth in Rule 63N-1, F.A.C.
- g. Youth shall be screened for health-related conditions at the time of admission to determine if the youth has any conditions requiring medical attention. Screening may be performed by non-licensed staff during the admission process.

- h. Based on the risks and needs identified by the needs assessment, C-PACT and/or MAYSI-2 instruments, Bio-Psychosocial, the Respondent shall ensure the presence of a qualified licensed professional to provide mental health or substance abuse treatment services (individual, family group) in accordance with the requirements of a resulting Contract.
- i. The Respondent shall provide for the provision of in-home crisis resolution and intensive intervention services to the youth and family to reduce personal distress and the chance of future crisis situations through the implementation of preventative strategies.
- j. The Respondent shall link the youth and his/her family to appropriate services provided within the FBDT Program and within the youth's local community as indicated by risk factors and treatment needs identified in appropriate assessments.
- k. A copy of all screenings and assessments administered to the youth shall be maintained in the youth's case file or individual healthcare records as set forth in Rule 63D and Rule 63N-1, F.A.C.

3. Delinquency Interventions

The Respondent shall deliver at least one Evidence-Based Practice (EBP) delinquency intervention for youth assessed as day treatment youth, that address the youth's criminogenic risk factors associated with delinquency. In addition, the Respondent may offer delinquency interventions that are Promising Practices (PP) and Practices with Demonstrated Effectiveness (PDE). All interventions that are authorized to be provided at the Facility Based Day Treatment program are identified on Exhibit 4, Pick List of DJJ Approved Delinquency Interventions:

*A list of final interventions shall be further negotiated and the final interventions set forth here in the Contract resulting from this ITN.*

- a. Interventions set forth in the final contract may not be changed without written approval of the Department Contract Manager and Office of Technical Assistance.
- b. The Respondent shall be aware that every youth comes in with a different set of motivations, problems, histories, and underlying reasons for their behavior. It is important to provide a service where staff can be creative and flexible in creating an Individualized Service Plan (ISP) that is relevant to each youth and tailored to their specific needs and strengths. Interventions that cannot be provided at the Day Treatment facility may be provided in collaboration with community organizations with intensive supervision and follow-up to ensure success.
- c. Group interventions such as Life Skills Training (LST) and Aggression Replacement Training (ART) shall also be made available during the week for FBDT Program participants.
- d. For delinquency intervention groups provided in a closed group format, when the youth is admitted after the beginning of a cycle, the youth may participate in other service tasks and be enrolled in the next immediate cycle of the closed group intervention.
- e. The youth may also receive additional delinquency interventions which may include, but are not limited to: behavior modification, educational enhancement services, structured activities, life skills, employability skills, court order sanctions compliance activities, and restorative justice activities.
- f. To maximize youth access to delinquency interventions, the Respondent shall stagger cycles and schedule sufficient groups to accommodate the allocated number of slots for the Program site.
- g. The Respondent shall maintain fidelity to all aspects of delinquency interventions to be delivered including staff training requirements.
- h. The Respondent shall enter the requested data on their Delinquency Interventions (EBP, PP or PDE's) into the EBS module of the Department's JJIS system. This shall include tracking of interventions and individualized treatments to ensure youth are receiving high-quality interventions in the correct manner and dosage.

- i. Delinquency interventions provided to youth per the service plan (EBP, PP or PDE's) shall be differentiated from evidence-based mental health treatment and substance abuse treatment services.
  - j. An evidence-based curriculum specifically designed for use by clinical staff, designed for youth with mental disorder or substance abuse or delivered in response to a youth's individualized mental health and/or substance abuse treatment plan shall be delivered by a mental health or substance abuse clinician meeting the qualifications set forth in the Mental Health and Substance Abuse Services below (Attachment A-1, Section III., A., 12.).
  - k. Youth participating in Day Treatment may also receive DJJ Redirections Services (upon referral from the JPO) and FFT and CBT are available in most service areas through Redirection Providers (see Exhibit 3). If a youth is participating in a Redirections Services therapy, the Respondent shall be responsible for either transporting the youth to the family home or to the therapy site in the community, with the alternative of making space available for the family and youth to receive Redirections at the FBDT Program site.
4. Service Planning/Individualized Treatment within a Group Treatment Model
- a. The Respondent shall deliver a FBDT program that recognizes that providing individual treatment alone, particularly when so many of our youth have problems dealing with others, basic and advanced social skills, the emotions of others, etc. is not optimizing the potential success of day treatment for the youth.
  - b. The Respondent shall utilize the DJJ YES Plan for service planning. Any additional service needs may be based on the YES Plan and/or identified through assessments, court orders, etc., and should be documented as required in the youth's case file and incorporated into service planning.
  - c. In addition to meeting YES Plan requirements, the youth's YES plan shall be reviewed at a minimum, every thirty (30) days by the Case Manager with Supervisory staff review within two (2) days of the Case Manager's review. Reviews must be documented in JJIS with dates and signatures.
  - d. Individualized case planning and management/client based services within group-based models serve the needs of the individual youth while ensuring that the youth can realistically apply the knowledge and skills learned while participating in the day treatment program in their daily lives while back in the community among peers, long after treatment ends.
  - e. Service planning shall include tracking of interventions and individualized treatments in the Department's JJIS Evidence-Based Services (EBS) module to ensure youth are receiving high-quality interventions in the correct manner and dosage.
  - f. All youth referred to FBDT require a C-PACT Full Assessment prior to referral prior to the development of the initial YES Plan.
    - 1) The initial youth's YES Plan shall be developed within fourteen (14) calendar days of placement in the FBDT Program and must be signed by all parties, including the youth, parent(s)/guardian(s), Case Manager, and Case Manager Supervisor.
    - 2) The youth and parent(s)/guardian(s) shall participate in the development of the YES Plan. The youth and parent(s)/guardian(s) shall participate in the development of action steps and target dates for the completion of all sanctions and goals. The Case Manager shall document the development process in the case notes.
    - 3) The Department requires that the youth's ISP is signed by all participating parties and maintained in the youth's case file.
  - g. Court-ordered sanctions shall be documented in JJIS in the Youth Requirements module. Each Youth Requirement shall contain at least one specific action step for the youth, parent(s)/guardian(s), and JPO that

- clearly defines who is responsible, what action should be taken, and how often the action should be taken.
- h. For youth who are moderate-high or high risk to re-offend, at least one (1) of the top three (3) criminogenic needs shall be addressed by creating a goal in JJIS. Each goal shall contain at least one (1) specific action step for the youth, parent(s)/guardian(s), and JPO that clearly defines who is responsible, what action should be taken, and how often the action should be taken.
  - i. The youth's YES Plan shall include any Structured Activity, Skills Training or Support Services to be performed by or delivered to the youth.
  - j. The Case Manager Supervisor and the licensed mental health professional or substance abuse professional, or executive director or designee, shall also conduct a supervisory case review of each case within two (2) days of completion of the Case Manager's review.
    - 1) The Case Manager shall update the youth's risk and needs assessment prior to the supervisory case review.
    - 2) The Case Manager shall update Youth Requirements and Goals in JJIS prior to the supervisory case review, to include closing completed or terminated sanctions and goals, updating action steps for pending sanctions and goals to reflect the youth's progress, or adding sanctions or goals to address additional needs identified during supervision.
  - k. The Case Manager Supervisor shall ensure that the youth is receiving appropriate supervision and interventions.
  - l. Additional guidance on the YES Plan can be found in Chapters 63D-9, 63D-10, 63-12 and 63E-7, F.A.C.
  - m. Part of Service Planning shall include the completion of Community Service Activities. The required number of hours and the type of service activities shall be included on the youth's YES Plan.
  - n. The Respondent staff shall identify, schedule, and supervise youth participation in service activities, and document youth participation via the youth's completion of a time record with his name, unique identification number, date of service, and signature on a record of attendance for each service activity.
  - o. When appropriate and consistent with the Department's goals for FBDT services, the Respondent staff may identify, schedule, and supervise leisure activities that promote responsible decision-making, allow youth to develop positive peer associations, and extend the Respondent's opportunities to supervise the youth's activities in the community. Assigned mentors may also participate or attend such leisure activities.
5. Facility Based Day Treatment Case Management
- a. The Respondent shall employ case management strategies that include delivering services aggressively to the youth, rather than passively offering services. This shall require the Respondent's Case Manager to seek out the youth and his/her family in the local community, at home, or on the job.
  - b. Case Manager to youth ratio for staffing levels shall not exceed 1:10, (i.e., at least one Case Manager for every ten youth/Program participants). *The staff to youth ratio shall be negotiated and set forth in the Contract resulting from this ITN.*
  - c. Case management activities include participation in treatment team planning, service referrals, file maintenance, service coordination, report preparation and distribution, acquiring relevant court, medical, mental health, substance abuse, education records, and existing assessments and evaluations.
  - d. The Respondent shall begin pre-service transition activities for committed youth upon referral but no more than sixty (60) days prior to the youth's release date from the Department's Residential facility, to include weekly telephonic contact with the parent/guardian, weekly telephonic contact with the youth and participate in all scheduled meetings such as

multidisciplinary treatment team meetings, transitional conference, exit conference, community re-entry team meeting, and any additional meeting, by telephone, as deemed necessary by the Department (with the exception of community re-entry team meeting).

6. Youth Case Files, Records and Documentation

- a. The Respondent shall, upon admission to the FBDT Program, develop a case file for each youth and shall ensure documentation of services rendered, to include, but not be limited to:
  - 1) Community referrals;
  - 2) Signed consent/participation agreement;
  - 3) The youth's YES supervision plan and other service planning documents;
  - 4) Case notes; and
  - 5) Supervision plan.
- b. The Respondent's staff shall document all FBDT program activities either in the JJIS system or in the case notes to include: attendance dates, delinquency intervention, case management activities (including face-to-face interaction and telephonic contact with the youth, parent(s)/guardian(s), and service providers), review of written or verbal reports from collateral sources, such as educational institutions, employers, counselors, electronic databases, etc., and other activities that document FBDT program participation and contact with the youth.
- c. Case notes shall demonstrate compliance (or attempted compliance) with youth, parent(s)/guardian(s), and staff action steps contained in the youth's service plan. The Respondent's staff shall respond to non-compliance in a manner that is consistent with Department's Effective Response Plan.

7. Community Supervision

- a. The Respondent shall conduct **a minimum of two** curfew checks **a week** utilizing staggered schedules during traditional and non-traditional business hours.
- b. The Respondent's staff is responsible for performing curfew checks, conducting collateral contacts with the youth at his/her school, and place of employment, and with the youth's parent(s)/guardian(s), and other service professionals as well as documenting curfew monitoring in the youth's file case notes.
- c. In-person and telephonic curfew checks may be performed.
- d. The Respondent shall conduct a monthly home visit with the youth and family, monitor the youth's progress with treatment, restitution payments and community service projects as well as updating the treatment plan.
- e. The process for youth curfew checks shall be determined by assessing the risk of the youth as per the C-C-PACT.
- f. The Respondent shall notify the youth's JPO immediately and no later than one business day, when a youth violates his/her curfew and/or other goals. The JPO and the Respondent's staff shall ensure additional sanctions for non-compliance will be consistent with the local Effective Response Matrix.
- g. For any youth who has a Structured Activity schedule incorporated into the youth's YES Plan, the FBDT program shall maintain a weekly schedule of the activity, location of the activity and contact information during the schedule activity.
- h. FBDT program staff shall also have face-to-face contact with the sponsor of the Structured Activity no less than once per month so long as the youth is participating in the activity, and shall have, at minimum, telephonic contact with the sponsor of the Structured Activity one (1) time per week.
- i. The Respondent shall utilize their effective response system for youth not attending their structured activities, document absences, and use of effective responses in case notes.
- j. The Respondent shall submit monthly progress reports to the youth's JPO, which may be e-mailed, as a best practice.

- 1) The progress or lack of progress of each youth shall be monitored and updated in the supervision plan as necessary or at a minimum of every sixty (60) days by the Respondent.
  - 2) The Respondent's supervision plan for the youth shall reflect the completion of all required sanctions.
- k. The Respondent shall track all new complaints and violations until disposition by the court in consultation with the JPO.
  - l. The Respondent shall follow appropriate transfer procedures on youth with technical and/or law violations.
  - m. The Respondent shall provide all required follow-up and in addition, the Respondent shall provide a thirty (30) day aftercare plan for discharged youth, to include weekly telephonic contact with youth and parent/guardian and youth will be permitted to return to the FBDT program to speak with a Counselor on an as needed basis, as well as facilitate referrals to appropriate services.
8. Supportive Relationships
- a. The Respondent shall recruit, screen, and hire qualified staff that have the knowledge, skills, and abilities to deliver services in accordance with job descriptions and provide "round the clock" supportive relationships to program participants. To truly make this philosophy of "passion over paycheck" work, the Respondent shall ensure the FBDT program is staffed with a sufficient number of staff that can provide services as needed by the youth, to include evening and weekends, with the ability to interact in the youth's home, with the youth's family and others within the youth's community, fully engaging the youth in experiences that motivate the youth for success.
  - b. All staff must be actively involved with their case load, with intensive interaction with youth, always knowing where each youth is during the school and program day, and ensuring the youth is transported from home to school to the program facility for service. This type of oversight will ensure that nearly every hour of these high-risk youth's day is spent at the FBDT facility, monitored by staff. Curfew checks, in person and by telephone, and participating in program sanctioned outings with assigned youth on weekends are required to build the rapport and supportive relationships that support the success of FBDT program participants.
  - c. The Respondent shall provide supportive relationships, delivered by all staff, that are relationship based and ongoing, provided in a manner to help youth transition to adulthood by fostering a strong set of connections to pro-social adults and peers and a sense of belonging to their community shall be provided. Staff shall conduct face-to face/one-on-one coaching sessions with each youth at least once a week to fully support the youth. Each youth shall have a minimum of one activity conducted on a weekend each month.
  - d. Overall, supportive relationships with the youth shall strive to instill a sense of permanency in the youth's life and maintain a long-term view towards the youth's well-being. This supportive-relationship, one-on-one on approach delivered to youth throughout program participation and voluntarily continued as possible after the youth returns to the community is instrumental in achieving the Department's goals.
9. Structured Activities, Skills Training and Support Services
- a. The Respondent shall offer a variety of skilled activities/support services/skills training to capture the unique needs of each youth served and to assist youth with developing the skills necessary to improve pro-social decision making. Having a variety of options for structured activities, training, and support services available to each Case Manager for youth referrals allows the development of individually tailored plans for each youth that ensure we address all of a youth's needs.
  - b. FBDT program staff shall ensure these are included in individualized service planning, which helps and assists youth in finding something the

- youth is truly interested in and sets measurable objectives and goals with achievable steps toward success. The Program staff shall provide concentrated assistance during the youth's participation, leading to the youth's greater awareness of what is available in the youth's community and beyond.
- c. Providing a wide variety of structured activities, skills training, and support services strengthens the FBDT program's ability to develop a legitimate job candidate pool for youth participants seeking employment when returning to the community.
  - d. *The Department intends to negotiate the provision of specific structured activities, training, and support services, the specifics of which shall be set forth in the Contract resulting from this ITN.*
  - e. Examples of structured activities, skills training, and support services the Department is seeking includes, but is not limited to, the following:
    - 1) Life skills and character development to include community service, health awareness, leadership, citizenship, financial literacy, etc.;
    - 2) Self-Sufficiency skills including but not limited to personal hygiene and appropriate social etiquette;
    - 3) Self-Awareness training on the youth's decision-making; including individual analysis of thought processes and emotions that have an impact on choices and delinquent behavior. This training includes instruction, practice, incentives, and other such activities aimed at developing skills that help youth control his/her behavior and participate in normative pro-social functions;
    - 4) Recreation and fitness to include physicals, community or school related athletics, etc.;
    - 5) Academic/Educational assistance to include credit retrieval, test prep, tutoring, college entrance assistance, etc.;
    - 6) Pre-vocational or vocational services to help ensure the program serves as a catalyst for post-secondary plans;
    - 7) Career Exploration services that cultivate career interests and exploration of required competencies and training needed for various careers;
    - 8) Faith based program involvement (youth group, choir, faith-based mentorship);
    - 9) Regularly scheduled employment with a verified employer; and,
    - 10) Verified employability skills training and/or job search services for development of a job candidate pool.
10. Focus on Aftercare
- a. The FBDT program shall have an overarching focus on aftercare, preparing the youth for the aftercare period. From the very beginning of program participation, the focus shall be on planning for the youth's success in the future and life after day treatment. If provided correctly, by the time a youth leaves, they should have developed and acquired the skills needed to build a successful future and be a productive contributing member in their communities.
  - b. FBDT program services shall also include transition planning, helping youth obtain internships or reenrolling in school, setting up extracurricular and free-time activities, placement in college, jobs, or the military, and requires monitoring and follow-up at set intervals to document a youth's progress.
11. Family Engagement/Involvement
- a. The Respondent shall offer innovative means to secure family engagement and family involvement for the youth participating in FBDT services, including having staff assigned to provide a supportive relationship to a youth, including interaction and engagement with the family.



- b. The Respondent shall ensure family engagement/involvement occurs for the youth and family, which may be as simple as hosting a family pot-luck dinner or other family activity once a month, and a youth's mentor staff meeting informally with the youth and family at the family's convenience to get to know each other and what each individual brings to the table for the success of the youth.
- c. *The details of family engagement/involvement methods as negotiated between the Department and Respondent shall be entered into the Contract resulting from this ITN.*

12. Mental Health and/or Substance Abuse Treatment Services

The Respondent shall provide mental health and/or substance abuse treatment services in the FBDT program as set forth in the Department Rule, Chapter 63N-1, F.A.C. The Respondent shall ensure that youth in the FBDT program receive the necessary and appropriate on-site mental health and/or substance abuse treatment services performed by qualified mental health and/or substance abuse professionals or service provider(s) as set forth in Rule 63N-1, F.A.C.

- a. Evidence-based mental health and substance abuse treatment are those which have been independently evaluated using sound methodology, including, but not limited to: random assignment, use of control groups, valid and reliable measures, low attrition, and appropriate analysis. Such studies should provide evidence of statistically significant positive effects of adequate effect, size, and duration. In addition, there should be evidence that replication by different implementation teams at different sites is possible with the same positive outcomes. Lists of mental health and substance abuse treatments and programs meeting criteria to classify them as evidence-based or promising are available in a number of publications and websites. Some of these sites including the Substance Abuse and Mental Health Services Administration (SAMHSA), and National Institute on Drug Abuse (NIDA), offer free curricula that are evidence-based treatments.  
<http://nrepp.samhsa.gov>  
<http://www.nattc.org/index.html>  
<http://www.nida.nih.gov/researchers.html>
- b. The Respondent shall take into consideration each youth's cultural and ethnic background and gender in all aspects of mental health and/or substance abuse screening, assessment and treatment planning. The Respondent shall ensure that treatment is based on these individualized needs. When co-existing mental health and substance-related disorders exist, the Respondent shall provide or arrange for integrated treatment tailored to address co-occurring mental health disorders and substance-related disorders.
- c. The Respondent shall designate either a Designated Mental Health Clinician Authority or a Clinical Coordinator to be responsible for coordinating and verifying implementation of necessary and appropriate Mental Health and/or Substance Abuse Treatment Services at the FBDT program.
  - 1) If a Designated Mental Health Clinician Authority is to be utilized, a single licensed mental health professional as the Designated Mental Health Clinician Authority within the facility/Program, shall be accountable for ensuring appropriate coordination, implementation, and oversight of mental health and/or substance abuse treatment services in the facility.
  - 2) The role and function of the Designated Mental Health Clinician Authority shall be clearly articulated in a written agreement between the Respondent and the Designated Mental Health Authority.
  - 3) There shall be clear organizational lines of authority and communication between the Designated Mental Health Authority

- and the clinical staff who are delivering on-site mental health and/or substance abuse treatment services in the FBDT program.
- 4) If a clinical coordinator is to be utilized, a licensed mental health professional or a non-licensed mental health clinical staff person, who has received training specifically in mental health and/or substance abuse treatment services coordination, shall be responsible for coordinating and verifying implementation of necessary and appropriate Mental Health and/or Substance Abuse Treatment Services at the FBDT program where they have been named coordinator.
- d. Mental Health and Substance Abuse Services shall include
- 1) Mental health and substance abuse screening upon admission to determine if there are any immediate mental health or substance abuse needs.
  - 2) Comprehensive mental health and substance abuse evaluation or updated comprehensive evaluation performed by qualified professionals for those youth identified by screening as in need of further evaluation.
  - 3) Psychotherapy or professional counseling (i.e., individual, group, and family therapy).
  - 4) Suicide Prevention services.
  - 5) Suicide risk screening shall be conducted upon a youth's admission to the FBDT Program and/or when a youth that had been on inactive status re-enters the Program. Suicide prevention procedures and interventions shall be employed and documented immediately.
  - 6) Mental Health Crisis Intervention and emergency mental health or substance abuse services.
  - 7) Mental health and substance abuse treatment services delivered to FBDT Program youth that are evidence-based and/or promising mental health and substance abuse treatment services approved for use with adolescents.
  - 8) An initial and individualized mental health and/or substance abuse treatment plan shall be developed for youth identified as in need of treatment that includes individualized mental health and/or substance abuse treatment goals and objectives.
  - 9) Individual counseling sessions shall focus on the youth's symptoms of mental disorder and/or substance abuse and strengths and needs identified in the youth's initial or individualized mental health and/or substance abuse treatment plan.
  - 10) Mental health and/or substance abuse treatment group counseling (including psychosocial skills training) shall be designed specifically for youth with mental disorder and/or substance use disorder.
- e. Staffing for Mental Health / Substance Abuse Services
- 1) Mental health services must be provided by a licensed mental health professional or a non-licensed mental health clinical staff person working under the direct supervision of a licensed mental health professional. A licensed mental health professional shall supervise mental health (individual, group or family counseling/therapy) conducted by non-licensed mental health clinical staff at the FBDT program site. Each non-licensed mental health clinical staff person shall work under the direct supervision of the licensed mental health professional as set forth in Rule 63N-1, F.A.C.
  - 2) Supervision of the non-licensed mental health clinical staff shall be provided by a licensed mental health professional as set forth in Rule 63N-1, F.A.C.

- 3) The licensed mental health professional is responsible for developing and completing a weekly Direct Supervision Log which documents the direct supervision of non-licensed mental health clinical staff as set forth in Rule 63N-1, F.A.C.
  - 4) Substance abuse services must be provided in accordance with the licensure requirements set forth in Rule 63N-1, F.A.C., and Rule 65D-30.003(15) F.A.C., and the resulting Contract.
  - 5) Substance abuse counseling (individual, group or family) shall be provided by a Licensed Qualified Professional or by a non-licensed substance abuse clinical staff person who is employed in a facility licensed under Chapter 397, F.S., or employed by a service provider licensed under Chapter 397, F.S. The non-licensed substance abuse clinical person shall work under the direct supervision of a qualified professional under section 397.311, F.S., as set forth in Rule 63N-1, F.A.C.
  - 6) Direct supervision of substance abuse clinical staff shall also be provided and documented on a weekly basis as set forth in Rule 63N-1, F.A.C.
  - 7) Youth identified with psychiatric services needs shall be referred to the local community mental health centers for psychiatric care or medication management for the youth.
  - 8) All clinical staff providing Mental Health Services or Substance Abuse Services in the program must meet the qualifications set forth in Rule 63N-1, F.A.C.
- f. Mental Health and/or Substance Abuse Treatment Services Subcontracting
- 1) If the Respondent subcontracts with licensed professionals or providers to provide Mental Health and/or Substance Abuse Treatment Services in the program, the subcontract or agreement must require compliance with the DJJ Rule, Chapter 63N-1, F.A.C. and applicable sections of Rule 63M-2, F.A.C.
- g. Facility Schedule for Mental Health Services
- 1) The Respondent shall provide a detailed facility schedule to indicate the hours and days that licensed mental health staff will be on site, including weekends and evenings, and a facility schedule of all mental health and/or substance abuse treatment services being provided, in accordance with the resulting Contract.
- h. The Respondent shall also develop working relationships with local mental health and substance abuse agencies or individuals in order to maintain a referral source for the youth.
13. Youth Employment
- a. In the event the youth is or becomes gainfully employed, the youth's delinquency intervention, treatment and structured activities/support services shall be based on the individualized needs of the youth through assessment, and may be provided outside the scope of the FBDT program weekly schedule.
  - b. The youth may attain employability status, if the youth has satisfied the requirements set forth by the C- PACT, YES Plan, consistent attendance, consistent active participation in delinquency interventions, complying with curfew, and demonstration of positive behavior changes in the Program and the community.
14. Behavioral Management System
- Program staff shall maintain order and safety through services that adhere to a behavior management system that delivers services that correlate to the C-PACT domains where the youth has identified risk and/or needs, provide constructive discipline, ensure a reward to punishment ratio of 4:1, train youth in effective conflict resolution, conduct daily performance evaluations, and impose consequences

consistent with the local Circuit's Effective Response Matrix. The following requirements shall be complied with:

- a. Consequences are fair and directly correlate with the behavior problem.
- b. The use of facility restriction does not exceed seven consecutive days.
- c. Disciplinary procedures are carried out promptly.
- d. Youth are not allowed to have control over or discipline other youth.
- e. Time-out is used in accordance with Florida Administrative Code.
- f. All behavior problems, time-outs, in-facility suspensions, and privilege suspensions are documented in the facility log and case file in accordance with Florida Administrative Code.

15. Food Services/Meals and Snacks

- a. The Respondent shall be responsible for the provision of nutritious, well-balanced breakfasts, lunches and afternoon snacks in accordance with United States Department of Agriculture Child Nutrition Programs (CNP) and the SLCSB requirements for CNP meals. Food services must be provided as a condition of the resulting Contract. CNP are stipulated in Federal Regulation Title 7, Subtitle B, Chapter II, Subchapter A, Parts 210, 220, 235, and 245 <http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=7:4.1.1.1.1/>.
- b. Meals and snacks shall be prepared on-site by the Respondent or prepared off-site by a participating CNP food service establishment. Sites of meal preparation and service shall operate in accordance with all applicable state and county licensing requirements.
- c. In addition to serving ample, balanced meals, the Respondent shall prioritize Food Safety Practices in order to protect the health and well-being of the youth served. Regulated food safety practices in all food service facilities are stipulated in section 509.039, F.S.
- d. Food services shall be included in the cost of the resulting Contract and shall not be paid separately from the resulting Contract. The Respondent shall prioritize the use of USDA commodities and adhere to requirements resulting in meal reimbursements for all meals served. Respondents are encouraged to seek funds through the Florida Department of Agriculture or other sources (such as staff meal sales).
- e. Meals are provided to Program participants at scheduled times reflected in the FBDT Program Facility Weekly Schedule. Meals shall be served in accordance with CNP meal requirements (individual trays) unless otherwise approved and authorized by CNP for meal counts. If meal counts are not an issue, the Respondent may serve family style. A Registered Dietitian trained in CNP requirements shall approve the menu and serve as a Food Service Staff resource for nutrition related inquiries such as viable menu substitutions for food allergies, cultural, ethical and religious preferences, and medical conditions affected by nutrient intake.
- f. Nutritious, well-balanced meals and snacks shall be prepared and served in a manner that ensures the needs of each youth are taken into consideration.
- g. Facilities providing food services shall:
  - 1) Ensure the food service and dining area shall be clean and well maintained.
  - 2) Provide youth special diets when prescribed for health reasons or to accommodate religious beliefs.
  - 3) Offer a single menu for program staff and youth.
  - 4) Not withhold food as a disciplinary measure.
  - 5) Develop memorandum of understanding, and/or agreements with any outside agency providing food to the program.
  - 6) Conduct youth survey quarterly to determine if youth and staff are offered the same menu and ensure meals/snacks are never taken away as a form of punishment.
  - 7) Ensure youth and staff are offered the same menu.
- h. The Registered Dietitian Nutritionist shall be licensed in accordance with Chapter 468, F.S.

- i. Supervisory staff will be trained in NSP activities such as meal counts, submitting for reimbursement, and other record keeping in the event of USDA reviews to ensure continued CNP participation and renewals.
- j. The CPO or other designated staff shall review, consider, and approve in writing any requests for changes in the Food Service Delivery presented by the Respondent.
- k. Any disagreements on Food Service Delivery shall be resolved by the Probation Regional Director whose decision is final.

16. Transportation

The Respondent shall ensure the following tasks for the transportation for FBDT program participants are met throughout the term of the resulting Contract.

- a. The Respondent shall offer a fully funded and functional transportation model that adheres to the Department's policy and procedures for Operating a Vehicle for the Purpose of Transporting Youth FDJJ 1920 and 1920P dated 5/19/2014.
- b. Youth shall be provided with Respondent delivered/provided transportation from their place of residence (home) to the facility/site for the DJJ alternative school and FBDT program services. This daily transportation should include door-to-door pick-up from, and drop-off at, the youth's place of residence.
  - 1) The Respondent shall take youth to and pick up youth from all specialized services or coordinate transportation, within the timeframe of FBDT program hours.
  - 2) When a youth is a no-show at pick-up the Respondent shall approach the home of the youth and attempt to make contact with the parent/guardian, if two staff members are on the bus. If there is no answer or the staff member is unable to leave the bus and the parent/guardian does not contact the school by 10:00 AM, the Respondent shall call the parent/guardian, JPO and school district to notify them of the youth's absence.
- c. Additionally, the Respondent shall provide transportation during the week and on the weekend for any youth being transported to and from off-site activities to include, but not be limited to: structured activities, support services, mentoring, school activities (off site) or community service activities that are part of the youth's service plan needs, including if a youth is participating in a Redirections Services (FFT or CBT) or either transporting the youth to the family home or to the therapy site in the community, with the alternative of making space available for the family and youth to receive Redirections at the FBDT program site.
- d. The Respondent shall coordinate or provide transportation for mental health/substance abuse treatment services, (e.g., counseling, therapy) including any services a FBDT program participant is receiving unless the Respondent has arranged with the parent(s)/guardian(s) to provide transport or the Respondent offers space to deliver those services on site.
- e. Any and all staff/subcontracted staff providing transportation to youth shall adhere to the Department's transportation policy.
- f. The Respondent shall also consider methods and costs involved with transporting individual youth or small groups of youth to therapy/interventions or other activities not located on-site or weekend activities.
- g. Youth shall be transported by a Respondent leased or owned vehicle, an approved staff vehicle (vehicle must be inspected by Department Staff and the FBDT Program Director, have working seat belts, and be driven by a licensed and approved staff member) or public transportation.
- h. Total transportation time between the youth's home and the FBDT program facility shall not exceed ninety (90) minutes each way unless mutually agreed to by the Respondent and the Circuit CPO in writing.
- i. Transportation services shall be provided as a condition of receipt of funds under the resulting Contract, but transportation services shall be included

in the cost of the resulting Contract and shall not be paid separately from the resulting Contract.

- j. The Respondent shall undertake efforts to minimize the amount of time any individual youth spends in transit to the FBDT program and may request the youth not be admitted due to transportation difficulties. Such permission must be requested in writing to the CPO and shall be approved in writing (email acceptable).
- k. The successful Respondent's transportation plan shall be submitted to the Contract Manager and the Circuit CPO where the program is located, prior to the start date of services for approval, and shall be incorporated by reference into the resulting Contract. Submission shall be by e-mail with approval in writing.
- l. The Circuit CPO or other designated staff shall review, consider and approve in writing any requests for changes based on transportation difficulties presented by the Respondent. Approved changes to the Transportation Plan shall be incorporated by reference and shall be sent to the Contract Manager and the Circuit CPO where the program is located.
- m. Any disagreements shall be resolved by the Department's Regional Director whose decision is final.
- n. The Respondent shall, prior to the start of Contract services, submit an updated Transportation Plan to the Department's Contract Manager with a copy to the Chief of the Circuits where FBDT services are provided. The plan must identify the methods youth in the program will receive transportation services, and must also include a revision date and must address the following:
  - 1) The safety process and system whereby the Respondent adheres to applicable Department and State rules, laws and regulations.
  - 2) Driver selection process that includes but is not limited to: completion of a formal interview and DJJ background screening clearance to include contacting references, review of Motor Vehicle Reports and a negative result during drug screening. Authorizations shall be obtained to contact prior employers and personal references.
  - 3) Motor Vehicle Records (MVRs): MVRs are required to be requested upon completion of a satisfactory interview and periodically thereafter, at a minimum of at least once per year. An unfavorable record shall result in the loss of driving privileges for the transportation of youth, or employment.
  - 4) Drug/Alcohol testing: Initial drug testing is mandatory in accordance with the Drug Free Workplace Program. Any positive results shall be grounds for termination. Driving under the influence of alcohol or any other illegal substance shall be grounds for termination.
  - 5) Preventative Maintenance: To retain the safety and integrity of the vehicle, the Respondent shall identify the necessary resources to ensure all vehicles are operating at their best. All routine motor vehicle maintenance shall be done according to the manufacturer's specifications. Critical components that must always be maintained and promptly repaired are: brakes, tires, suspension, steering, lights, mirrors, windows, and windshield wipers.
  - 6) Accident Procedures: The Respondent's Transportation Plan shall include compliance with the Central Communication Center Administrative Rule 63F-11 as well as internal procedures in the event an employee is involved in any type of vehicle accident while working and using a company or personal vehicle. This shall include but not be limited to: the reporting process, procedure if

towing is needed, and coordination if hazardous material and/or clean-up is needed.

- o. Changes to the Transportation Plan: The CPO or other designated staff shall review, consider and approve in writing any requests for changes based on transportation difficulties presented by the Respondent. Approved changes to the Transportation Plan shall be incorporated by reference and shall be sent to the Department's Contract Manager.

17. JJIS and Data Requirements

The Respondent shall ensure the following tasks for the Department's JJIS and for data collection requirements are met throughout the term of the resulting Contract.

All reporting requirements as outlined in the resulting Contract and in the DJJ Policy PCI-10-002 shall be followed.

- a. The Respondent and subcontracted service providers shall utilize the Department's JJIS for data entry and shall monitor accuracy at all times.
- b. The Youth Placement-Facility module shall be utilized to handle all referral acceptance, rejection, and placement. Referrals made by the Department must be reviewed and either accepted or rejected (Respondent shall determine they will or will not work with the referred youth) within two business days of referral. Placements shall be documented in JJIS within five business days of initial face-to-face placement of the youth in the FBDT program.
- c. The Evidence-Based Intervention/Treatment module in the JJIS shall be utilized to track all evidence-based services delivered.
- d. The Youth Release module in the JJIS shall be used to complete all releases and is an up to date census for all youth currently being served. All youth receiving services from a subcontractor (Program) must appear on the youth release module listing. Youth must be entered as "released" from the services in JJIS within twenty-four (24) hours of Program discharge/release.
- e. The Respondent shall keep their own reports on all referrals (both accepted and rejected), placements (admissions), and releases with dates and reasons notated for each youth.
- f. Within the JJIS System, staff verification data shall be maintained by the Respondent utilizing the Staff Verification System (SVS) module. The purpose of the SVS is to create a comprehensive database of employees that work with youth in juvenile justice programs. Each time a supervisor is considering hiring a new employee, the supervisor will be able to access the system to obtain the work history of the individual in juvenile justice programs in Florida. The system will show the programs the person has worked for and will provide a previous employer's name and telephone number for job references. The Respondent will be required to input several data items on each employee including employee name, social security number, date of hire, program where employed, and job title. Once the initial data on all employees is added to the system, Respondents shall be responsible for updating the list monthly regarding employees who have left their employment and all new hires.
- g. The Respondent shall review and maintain information related to contract performance in the JJIS subcomponent/Program Monitoring & Management (PMM) System. The purpose of the PMM System is to provide a single site for the Department's monitoring process, document storage, deficiency review and corrective actions, and performance measures. Respondents will be able to view monitoring reports and are required to enter comments, build corrective action plans to respond to deficiencies, and enter data on performance issues as determined in the resulting Contract or service area.
- h. At a minimum, the following data shall be collected and reported in JJIS throughout the term of the resulting Contract:
  - 1) Date of Youth admission for service, and date of discharge/release.

- 2) Release reason for each youth admitted.
- 3) The Respondent shall be responsible for the accuracy of the information inputted into the JJIS. This responsibility is based on the Department's capability to provide access and utilization to the Respondent.
- 4) The Respondent shall designate a lead staff person responsible for ensuring JJIS data entry, including admission and release dates. This staff person shall also be the main contact for the Department's Data Integrity Officer (DIO) and the Office of Program Accountability.
- 5) NOTE: The Department's DIO will attempt to facilitate JJIS training prior to the anticipated Contract start date. The Data Reporting requirement is based on the Department's capability to provide access and utilization to the Respondent.
- 6) The Respondent shall complete all required forms and training required prior to being given access the JJIS.
- 7) The Respondent shall notify the DIO and the Department's Contract Manager any staff separations that have JJIS access within twenty-four (24) hours so access to JJIS can be terminated.
- 8) The Respondent shall comply with all Training standards for minimum data entry requirements and JJIS Business rules for applicable Programs types such as: Critical and Special Alerts training.
- 9) All required forms and Business rules are located: <http://www.djj.state.fl.us/partners/data-integrity-jjis>.

18. Medication Management

- a. The Respondent shall develop a procedure and process for medication management. This includes verification of prescribed medications upon admission, appropriate storage of medications at the FBDT program, and the delivery of medications by direct care staff assisting youth with self-administration of oral medications.
- b. The Respondent shall develop a medical alert system and shall identify youth upon admission and daily thereafter, with medical issues that affect the security and safety of the youth in the FBDT program and enter such information in the Medical Alert system. A medical alert system is a method/process by which the Respondent documents any medical issues currently being experienced by a FBDT program youth and shall be updated as necessary. The medical alert system shall be checked on a daily basis by all Respondent staff for updates and current medical alerts and all youth identified with alerts shall be closely monitored.
- c. The FBDT program shall have a comprehensive procedure and process for the provision of Episodic Care, First Aid, and Emergency Care. The FBDT program shall be capable of facilitating an appropriate response to an emergency situation.
- d. All procedures in this section shall be provided to the Department's Contract Manager for approval by the Office of Health Services within ten days of the resulting Contract's execution.

19. Comprehensive Procedure and Process for the Provision of Episodic Care, First Aid, and Emergency Care

- a. The FBDT program shall have a comprehensive procedure and process for the provision of Episodic Care, First Aid, and Emergency Care. The FBDT program shall be capable of facilitating an appropriate response to an emergency situation.
- b. The comprehensive procedure and process for the provision of Episodic Care, First Aid, and Emergency Care shall be provided to the Department's Contract Manager for approval by the Office of Health Services within ten days of the resulting contract's execution.

B. Task Service Limits

1. Absconder and Jail Policy



- a. If the Respondent has reasonable cause to believe that the youth has absconded from supervision, the Respondent must immediately notify the assigned JPO by telephone and follow up with email to the JPO and the Chief Probation Officer of the Circuit where the FBDT program is located.
- b. A diligent search, which includes contact with the youth's parent(s)/guardian(s), other family members and known friends, shall be conducted by the Respondent whenever there is cause to believe a youth has absconded.
- c. If the youth is not located in the search, an affidavit to request a pick-up order shall be requested by the Respondent to the Department. Once the Respondent receives the warrant, or after ten days from the date the youth absconded, whichever comes first, the Respondent may not invoice the Department for the absconder and shall remove the youth from the JJIS Program census. See additional requirements in Deliverables, Section IV, of the resulting Contract.
- d. Once the absconded youth is apprehended, the Respondent shall again become responsible for the youth and may add the youth to its JJIS Program census and begin invoicing as of the date the Respondent resumes services to that youth. JJIS input is based on the Department's capability of providing accessibility of JJIS to the Respondent.
- e. Once a youth is incarcerated in jail, communication shall occur between the Respondent and the JPO immediately upon learning of the youth's incarceration. If the youth is not released from jail within ten days, the Respondent shall not further invoice the Department for the jailed youth and shall remove the youth from the JJIS Program census. The Respondent shall also notify the JPO.
- f. Once the youth is released from jail, the Respondent becomes responsible for the youth and may add the youth back to its JJIS Program census and begin invoicing as of the date the Respondent resumes services to that youth.
- g. The Respondent shall submit to the JPO for processing an affidavit of violation regarding any youth in the Program who commits a new law violation or who absconds. The Respondent shall submit a request to transfer for minimum risk youth directly to the Commitment Manager. The Respondent shall submit a notice of technical violation for any youth in the Program who commits a technical violation along with a recommendation regarding the need to submit an affidavit of violation to the JPO. A procedure for processing technical violations based on local judicial practice shall be included in the Individual Facility Plan shall be submitted to the Chief of the Circuit with a copy to the Department's Contract Manager within thirty (30) days of contract execution, and updates provided as changes occur.

C. Staffing/Personnel

The Respondent and all personnel provided under the resulting Contract, whether performance is as a provider, subcontractor, or any employee, agent or representative of the Respondent or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Respondent shall provide copies of all current licenses or certificates required for the delivery of services under the resulting Contract, to the Department's Contract Manager, prior to the delivery of services.

1. Staffing Levels

To truly make this philosophy of "passion over paycheck" work, the Respondent shall ensure the FBDT program is staffed with a sufficient number of staff that can provide services as needed by the youth, to include evening and weekends, with the ability to interact in the youth's home, with the youth's family and others within the youth's community, fully engaging the youth in experiences that motivate the youth for success.

- a. The Respondent shall provide sufficient staff to operate the FBDT program with the Case Managers to youth ratio of 1:10 (Case Managers to youth/ FBDT program participants). *The staff to youth ratio shall be negotiated and set forth in the final Contract.* This case management staff to youth ratio shall not be exceeded during the term of the resulting Contract.
  - b. The Respondent's staffing plan shall identify all FBDT program staff, as applicable, including Program Directors, Supervisors, Therapists, Administrative Workers, Transportation staff, Food Service Staff, (or similar titles, as applicable). If the Respondent is proposing FBDT services in more than one circuit, a staffing plan must be submitted for each proposed site location.
  - c. In addition, the Respondent shall maintain a plan for recruitment and retention of staff, and maintaining staffing level ratios that specifically addresses handling of vacancies and absences.
  - d. Staff shall be culturally diverse and to the extent necessary, there shall be bilingual staff available and able to meet the unique cultural and gender specific needs of the FBDT program participants.
  - e. *The final contract shall set forth the final negotiated staffing levels, including all staff by position and FTE.*
2. Minimum Staff Qualifications  
The following minimum qualification requirements for staff must be met. Resumes/Curriculum Vitae's shall be maintained in each individual employee's personnel file, along with the individual's job description and training documentation.
- a. Direct Care Staff  
All Direct Care Staff, as defined in the resulting Contract, shall be at least twenty-one (21) years of age and possess sufficient education and aptitude to pass the Department's required training classes. Documentation of compliance with these requirements shall be maintained in the employee's personnel file.
  - b. Program Case Managers  
Program Case Managers, or similarly titled staff, shall possess a Bachelor's degree, or an Associate's degree with two (2) years of experience working with youth or four (4) years of experience working with youth. A combination of education and appropriate experience shall meet this qualification. Degrees must be conferred from an accredited college or university. Documentation of compliance with these requirements shall be maintained in the employee's personnel file.
  - c. Program Director  
The Program Director must possess, at a minimum, a Bachelor's degree from an accredited college or university. Equivalent experience working with youth may be substituted on a year-for-year basis, subject to the approval of the Department's Regional Director, with input from the CPO and notification to the Assistant Secretary for Probation and Community Intervention. The Program Director shall have a minimum of one (1) year of supervisory/management experience.
  - d. Mental Health Services Staff  
The following Mental Health Staff requirements are applicable for programs directly providing mental health services. Certain Evidence Based, Promising Practices and Practices with Demonstrated Effectiveness are considered Mental Health Services.
    - 1) Licensed Mental Health Staff:
      - a) Mental Health Services shall be provided by a licensed mental health professional or a non-licensed mental health clinical staff person working under the direct supervision of a licensed mental health professional. A licensed mental health professional is a Psychiatrist licensed pursuant to Chapter 458 or 459, F.S., who is board certified in Child and Adolescent Psychiatry or

- Psychiatry by the American Board of Psychiatry and Neurology or has completed a training Program in Psychiatry approved by the American Board of Psychiatry and Neurology for entrance into its certifying examination, a Psychologist licensed pursuant to Chapter 490, F.S., a Mental Health Counselor, Clinical Social Worker, or Marriage and Family Therapist licensed pursuant to Chapter 491, F.S., or a Psychiatric Nurse as defined in section 394.455(23), F.S.
- b) A mental health clinical staff, if not otherwise licensed, must have, at a minimum, a Bachelor's degree from an accredited university or college with a major in psychology, social work, counseling or related human services field, defined as one in which major course work includes the study of human behavior and development, counseling and interviewing techniques, and individual, group or family therapy.
- 2) Non-Licensed Mental Health Staff:
- a) A non-licensed mental health clinical staff person providing mental health services to Department youth shall meet one (1) of the following qualifications:
- i. Hold a Master's degree from an accredited university or college in the field of counseling, social work, psychology, or related human services field;
  - ii. Hold a Bachelor's degree from an accredited university or college in the field of counseling, social work, psychology or related human services field and have two (2) years clinical experience assessing, counseling, and treating youth with serious emotional disturbance or substance abuse problems; or
  - iii. Hold a Bachelor's degree from an accredited university or college in the field of counseling, social work, psychology or related human services field and have fifty-two (52) hours of pre-service training in the areas described below prior to working with youths, and be trained for one (1) year by a mental health staff person who holds a Master's degree as set forth in Rule 63N-1, F.A.C. The fifty-two (52) hours of pre-service clinical training must include a minimum of sixteen (16) hours of documented training in their duties and responsibilities.
- b) Pre-service training must cover, at a minimum, the following components: basic counseling skills, basic group skills, treatment model and Program philosophy, therapeutic milieu, behavior management, client rights, crisis intervention, early intervention and de-escalation, documentation requirements, normal and abnormal adolescent development, and typical behavior problems.
- c) Direct supervision means that the licensed mental health professional has at least one (1) hour per week of on-site face-to-face interaction with the non-licensed mental health clinical staff person for the purpose of overseeing and directing the mental health services that are being provided.
- d) Clinical supervisors must assure that clinical staff working under their supervision are performing services that they

are qualified to provide based on education, training, and experience.

- e) A copy of the licensed mental health professional's current license must be provided to the Department's Contract Manager prior to execution of the resulting Contract and maintained in the Department's Contract Manager's file and the employee's personnel file.

e. Substance Abuse Services Staff

The following Substance Abuse Staff requirements are applicable for programs directly providing substance abuse services. Certain Evidence Based, Promising Practices and Practices with Demonstrated Effectiveness are considered Substance Abuse Services.

Substance Abuse Services shall be provided in accordance with the licensure requirements set forth in Chapter 397, F.S., and Rule 65D-30 F.A.C. Rule 65D-30.003(15) states the following:

- (a) *"The services must be provided in a facility that is licensed under chapter 397, F.S., for the appropriate licensable service component as defined in subsection 65D-30.002(16), F.A.C.*
- (b) *The services must be provided by employees of a service provider licensed under chapter 397, F.S.*
- (c) *The services must be provided by employees of the commitment Program or detention facility who are qualified professionals licensed under chapters 458, 459, 490 or 491, F.S.*
- (d) *The services must be provided by an individual who is an independent contractor who is licensed under chapters 458, 459, 490, or 491, F.S."*

- f. Thus, Substance Abuse services must be provided by employees of a service provider licensed under Chapter 397, F.S., or in a facility licensed under Chapter 397, F.S. [as specified in condition (a) or (b) of Rule 65D-30.003 (15), F.A.C.], or by a qualified professional licensed under chapters 458, 459, 490 or 491, F.S., (a Physician licensed pursuant to Chapter 458 or 459, F.S.; a Psychologist licensed pursuant to Chapter 490, F.S.; or a Mental Health Counselor, Clinical Social Worker or Marriage and Family Therapist licensed pursuant to Chapter 491, F.S.) [as specified in conditions (c) or (d), of Rule 65D-30.003 (15), F.A.C.].

- g. A non-licensed substance abuse clinical staff person may provide substance abuse services in a Department facility or Program only as an employee of a service provider licensed under Chapter 397, F.S., or a facility licensed under Chapter 397, F.S. The non-licensed substance abuse clinical staff person must hold a Bachelor's degree from an accredited university or college with a major in psychology, social work, counseling or related human services field and meet the training requirements provided in Rule 65D-30, F.A.C., and work under the direct supervision of a qualified professional under section 397.311(26), F.S. Related human services field is one in which major course work includes the study of human behavior and development, counseling and interviewing techniques, and individual, group or family therapy.

h. Licensure Documentation

A copy of the Respondent's Chapter 397, F.S., license or licensed qualified professional's license under Chapter 458, 459, 490 or 491, F.S., must be provided to the Department's Contract Manager prior to execution of the resulting Contract and maintained in the Department's Contract Manager's file and the employee's personnel file.

3. Respondent Staff Training

a. Respondent Required Training Plan

The Respondent shall provide a training plan to incorporate, at a minimum, pre-service and in-service training as outlined in Rule 63H, F.A.C. Training plans shall be approved by the Department's Office of Staff Development & Training (SD&T) to ensure compliance with Rule 63H,

F.A.C. If applicable, the plan should also include any specialized training outlined in the resulting Contract. A plan must be submitted at the execution of the resulting Contract as well as annually each January. The Respondent shall use the Department's Training Plan template to develop its plan. A copy of the template can be found at <http://www.djj.state.fl.us/partners/contract-management>.

b. Department Learning Management System (LMS) Training Requirements (Web-Based On-Line Training)

All Respondent staff must complete available training in the Department LMS and shall document training provided. The Respondent is required to utilize the LMS for tracking training provided through the on-line LMS, if the training topic is available. Note: If a course topic is not available in the Department LMS, then the Respondent's training may be utilized and documentation of such training shall be maintained and provided upon request to the Department. System requirements to access the LMS are available on the Department's website.

c. Non- Residential Direct Care Staff Training

The Respondent is required to utilize the Department's Learning Management System for tracking training provided through the on-line Learning Management System.

1) This is considered a Contracted Non – Residential Staff program under the Direct Care Staff Training Rule. All Respondent direct care staff shall receive training consistent with the Department's Direct Care Staff Training Rule 63H-2.004, F.A.C., prior to having supervisory responsibility for Department youth, and complete in-service training requirements.

a) Pre-service training requirements are as follows:

(1) Staff must complete all training within 180 days of being hired.

(2) Staff must complete a minimum of 120 hours of pre-service training (web-based and/or instructor led) to include the following:

(a) PAR;

(b) CPR/First aid;

(c) Suicide prevention;

(d) Emergency procedures;

(e) Understanding youth;

(f) Legal;

(g) Interpersonal/Communication skills;

(h) Professionalism and ethics;

(i) Supervision;

(j) Changing offender behavior;

(k) Mental health and substance abuse;

(l) Risk and needs assessment;

(m) Sexual harassment;

(n) Human diversity.

(3) All contracted non-residential programs will submit, in writing, a list of pre-service training to SD&T that includes course names, descriptions, objectives, and training hours for any instructor-led training based on the above topics.

(4) Staff must complete all on the job training associated with the above topics.

b) Contracted non-residential employees are authorized to be in the presence of youth prior to the completion of the training requirements outlined above. However, the following essential skills must be completed first:

(1) PAR trained;

(2) CPR/First aid certified;

- (3) Professionalism and ethics training;
  - (4) Suicide prevention training;
  - (5) Emergency procedures training.
- c) Upon request by a Regional Director, the Director for SD&T will grant a 90-day extension to the 180-day time frame for completing training requirements. The extension may only be based on the following:
- (1) Death of an immediate family member;
  - (2) Serious chronic condition, illness or injury;
  - (3) Immediate family crisis;
  - (4) Court appearance;
  - (5) Military duty;
  - (6) Family medical leave;
  - (7) Other emergency circumstances.
- d) Testing requirements for pre-service training are as follows:
- (1) A passing score of at least seventy percent (70%) on all applicable computer-based courses;
  - (2) PAR testing and evaluation requirements as outlined in Chapter 63H-1, F.A.C.;
  - (3) Successful completion of all written and practical requirements for CPR/First Aid training.
- e) Contracted non-residential staff must complete twenty-four (24) hours of annual in-service training beginning the calendar year after the staff has completed pre-service training.
- f) The following are mandatory training topics that must be completed each year:
- (1) PAR update (Chapter 63H-1, F.A.C.);
  - (2) CPR;
  - (3) First aid, unless the specific certification is good for more than one year, in which case, training is only necessary as required by certification;
  - (4) Professionalism and ethics.
- g) All contracted non-residential programs will submit to SD&T a written list that includes course names, descriptions, objectives, and training hours for any instructor-led in-service training other than the above topics.
- h) As part of the twenty-four (24) hours of in-service training required for direct-care staff, supervisory staff shall complete eight hours of training in the areas of management, leadership, personal accountability, employee relations, communication skills or fiscal training each year.
- i) Returning staff who return less than one year from separation shall complete the following:
- (1) PAR update consisting of a minimum of eight hours training (Chapter 63H-1, F.A.C.);
  - (2) CPR/First Aid/Automated External Defibrillator (AED) certification (if not current);
  - (3) Overview of facility/program operating procedures.
- j) Returning staff who return more than one year from separation shall complete all requirements set forth in subsection 63H-2.004(1), F.A.C., as they are no longer considered trained.

- k) Contracted Staff who cross over from residential to non-residential shall complete all training requirements set forth in subsection 63H-2.004(1), F.A.C.
- l) Documentation procedures are as follows:
  - (1) Administrators will ensure that a training file is maintained for each direct care staff, and that they meet all requirements.
  - (2) Completion of all training requirements shall be documented on the Department's computer-based tracking system.
  - (3) Facilities and programs shall develop an annual in-service training calendar which must be updated as changes occur.

d. **New Employee Training**

Staff providing direct services to Probation youth shall complete all new hire training requirements that are listed below. Training can be done by the Respondent or is available in the Department's Learning Management System, but all topics and subtopics shall be included on the Respondent's training plan.

- 1) New Employee Orientation (minimum of one hour) lessons shall include but are not limited to the Department of Juvenile Justice overview.
- 2) Prison Rape Elimination Act (PREA) (minimum of one hour) lessons shall include content from Department Policy 1919.
- 3) Ethics (minimum of one hour) lessons to include but are not limited to:
  - a) Definition of "ethics" and "professionalism";
  - b) Behaviors that are violations of Florida laws, Florida rules, or Department policies and procedures;
  - c) Consequences for violating Florida laws, Florida rules, or Department policies and procedures;
  - d) Inappropriate behaviors, importance of reporting conduct violations; and
  - e) Reporting requirements to the Department's Central Communications Center (CCC).
- 4) Customer Service (minimum of one hour).
- 5) Records management and public records (minimum of one hour) lessons shall include but are not limited to:
  - a) Definition of a record;
  - b) Importance of adhering to the retention schedule;
  - c) Types of records;
  - d) Responding to record requests;
  - e) Elements of a good record filing system;
  - f) Proper storage conditions for public records;
  - g) Proper record labeling;
  - h) Elements of a good record tracking system;
  - i) Proper methods to destroy records; and
  - j) Use of forms and documentation related to record retention, storage, tracking, and destruction.
- 6) Sunshine Law (minimum of one hour) lessons shall include but are not limited to:
  - a) What the Sunshine Law covers; and
  - b) Portions of chapter 286, F.S., that apply to staff.
- 7) Civil Rights (minimum of three hours) lessons shall include but are not limited to:
  - a) Sexual Harassment (minimum of one hour) lessons shall include but are not limited to:
    - (1) Quid Pro Quo;
    - (2) Hostile work environment; and

- (3) Reporting incidents.
- b) Equal Employment Opportunity (minimum of one hour) lessons shall include but are not limited to:
  - (1) Americans with Disabilities Act (ADA) and Rehabilitation Act of 1978;
  - (2) Protected classes and types of discrimination;
  - (3) Reasonable accommodations; and
  - (4) Reporting violations.
- c) Health Insurance Portability and Accountability Act of 1996 (HIPAA) (minimum of one hour) lessons shall include but are not limited to:
  - (1) Protected information;
  - (2) Information protection practices; and
  - (3) Reporting violations.
- 8) Safety training (minimum of two hours) lessons shall include but are not limited to:
  - a) Safety Policy FDJJ 1305;
  - b) Employee safety responsibility;
  - c) Safety prevention;
  - d) Back safety;
  - e) Slips, trips, and falls;
  - f) Office safety;
  - g) Computer workstations;
  - h) Vehicle operations;
  - i) Hazard communication;
  - j) Universal precautions (blood borne pathogens);
  - k) Driving safety;
  - l) Violence in the workplace;
  - m) Emergency procedures (shall include but is not limited to: fire, natural disaster, biohazard, medical, mental health, escape, riot, disturbances, and the facility Continuity of Operations Plan [COOP]); and,
  - n) Workers' compensation.
- e. Other Required Training
 

The Respondent shall also provide, or ensure provision of, the following training to staff or subcontracted staff for completion prior to the delivery of services to Department youth.

  - 1) Overview of the JJIS (On-line in the Learning Management System (LMS));
  - 2) Education Overview (On-line in the LMS);
  - 3) Central Communications Center (CCC) (On-line in the LMS);
  - 4) Client Confidentiality;
  - 5) Professionalism and Ethics (On-line in the LMS);
  - 6) Gang-Awareness (On-line in the LMS) and Gender-Responsive Programming (face-to-face/instructor-led);
  - 7) Restorative Justice Philosophy (On-line in the LMS);
  - 8) Human Diversity (On-line in the LMS);
  - 9) Human Trafficking;
  - 10) Suicide prevention processes and procedures in accordance with Rule 63N-1.0091 F.A.C., which requires each facility and program to provide six hours of staff training annually on suicide prevention and implementation of suicide precautions. Two hours online plus four hours Instructor led;
  - 11) Emergency planning in accordance with, Rule 63N-1.011, F.A.C., which requires each detention center and residential commitment program to train staff on immediate response to mental health and substance abuse emergencies and must provide semi-annual training on emergency response procedures;
  - 12) Adolescent Behavior (face-to-face/instructor led)



Training in Adolescent Behavior is required for staff who work directly with youth in the Department care. This course is essential to understanding the brain development and its influences on adolescent behavior, traits of cognitive and social/emotional development, and behaviors commonly exhibited by delinquent youth;

13) Trauma-Informed Care (On-line in the LMS)

Training in Trauma Informed Care is required for staff who work directly with youth in the Department's care. This course will assist staff in recognizing trauma and trauma triggers in youth, identifying physical warning signs that indicate a youth may lose control, identify behaviors for officers to demonstrate trauma informed practice, and issues and behaviors associated with trauma histories;

14) MAYSI-2 Training (On-line in the LMS) ( Direct Care Staff Only);

15) Victimization and Sexually Aggressive Behavior (On-line in the LMS System) (Direct Care Staff Only);

16) Civil Rights Training (On-line in the LMS);

17) Juvenile Justice Information System (JJIS) - JJIS Respondent Training is completed by the Department through local area Data Integrity Officers across the state. This training is approximately six hours and should be completed prior to MI and PACT training. This initial training allows staff access to JJIS. At least one person must be trained at each FBDT program;

18) Motivational Interviewing (two days)

a. All staff having direct contact with youth shall complete Motivational Interviewing (MI) training prior to PACT and YES Plan training. This training is completed by Department-approved PACT Trainers and is two days in length

b. A Respondent may conduct their own MI training, as long as they have a Department approved Qualified Trainer who follows the training protocol/trainer agreement issued by the Department and the trainer meets Qualified Trainer qualifications. Documentation of MI training shall be maintained for each employee and approved through the Department's Office of Staff Development and Training.

c. MI training is provided by the Department through the PACT Trainers at a variety of locations across the state. This training is completed by Department approved PACT Trainers and is two days in length.

d. PACT/YES Plan training is required prior to access/use of PACT assessment tool in JJIS

e. All Respondents are required to complete JJIS, MI, and PACT/YES Plan training to be documented in the Department's Learning Management System.

f. Job Responsibility Training.

Job Responsibility Training shall be specific to the functions and responsibilities of each staff member. Training must be provided by qualified personnel for the specific topic. The Respondent is responsible for all training costs associated with the resulting Contract. Respondent staff training shall be accomplished in accordance with the requirements contained herein, and shall be coordinated with the Department. Any training to be provided by the Department shall be coordinated with the Department's Contract Manager.

g. Training Documentation

All staff delivering services to Department youth must have in their personnel file, maintained by the Respondent, the following (as applicable to the position):

- 1) Documentation demonstrating successful completion of Department required training, documentation of required training for the delinquency intervention to be provided;
- 2) Documentation of a background screening conducted by the Department's Office of the Inspector General;
- 3) Documentation of the minimum education and professional qualifications for the applicable position; and
- 4) Documentation of the completion of minimum training topics, with the number of hours earned shall be maintained in each employee's personnel file and updated on an annual basis. Copies of such documentation shall be provided upon request of the Department's Contract Manager or Monitor.

#### h. Training Costs

The Respondent is responsible for all training costs associated with the resulting Contract. Respondent staff training shall be accomplished in accordance with the requirements contained herein, and shall be coordinated with the Department.

### 3. Respondent Staff Training Requirements

The Respondent shall provide a training plan to incorporate at a minimum pre-service and in-service training as outlined in Rule 63H, F.A.C. Training plans shall be approved by the Department's Staff Development & Training Office (SD&T) to ensure compliance with Rule 63H, F.A.C. If applicable, the plan should also include any specialized training outlined in the resulting Contract. A plan must be submitted at the execution of the resulting Contract as well as annually each January. The Provider shall use the Department's Training Plan template to develop its plan. A copy of the template can be found at <http://www.djj.state.fl.us/partners/contract-management>.

#### a. Direct Care Staff Training

- 1) This is considered a non-residential contracted program under the Direct Care Staff Rule. All Respondent direct care staff shall receive training consistent with the Department's Direct Care Staff Training Rule 63H-2.001-.008, F.A.C., prior to having supervisory responsibility for Department youth, and complete in-service training requirements. Training shall be specific to the functions and responsibilities of each staff member. Training must be provided by qualified personnel for the specific topic.
- 2) Prior to any contact with youth, the Respondent's staff must first complete, at a minimum, the following essential skills training:
  - a) Protective Action Response (PAR) trained; thirty-two (32) hours / Department Instructor led
  - b) CPR/First aid certified; four (4) hours / Department Instructor led
  - c) Professionalism and ethics training (available online through the Department's Learning Management System)
  - d) Suicide prevention training (available online)
  - e) Emergency procedures training (available on line).

The above training shall be coordinated through the Department's Contract Manager.

- 3) In addition, the Respondent shall ensure staff successfully complete training requirements as detailed in FDJJ 1520, Employee Training Procedures; Rule 63H-1.001-.016, F.A.C., pertaining to chapters 63D-9 and 63D-10, F.A.C., pertaining to FDJJ 1205, Provider Access to the JJIS and JJIS Data Procedures, and the State's SVS, pursuant to the Department's directive (October 31, 2005). Note: At least one individual on the Respondent's staff shall be trained in the following JJIS components: SVS, PMM and the Department's Learning Management System to ensure all data requirements are maintained.
- 4) The Respondent shall document completion of training requirements, with the number of hours earned for each staff.
- 5) The Respondent may utilize each DJJ Alternative School training/planning day as a Provider staff training day. Upon contract execution, the Provider shall submit a list of the local school districts DJJ school calendar training and planning days with a notation the Provider will also use that day for staff training.

b. New Employee Training

All Respondent staff providing services to Probation youth shall complete all new hire training requirements that are listed below. Training can be done by the Respondent or is available in the Department's Learning Management System, but all topics and subtopics shall be included on the Respondent's training plan.

- 1) New Employee Orientation (minimum of one hour) lessons shall include but are not limited to the Department of Juvenile Justice overview.
- 2) Prison Rape Elimination Act (PREA) (minimum of one hour) lessons shall include content from Department Policy 1919.
- 3) Ethics (minimum of one hour) lessons to include but are not limited to:
  - a) Definition of "ethics" and "professionalism";
  - b) Behaviors that are violations of Florida laws, Florida rules, or Department policies and procedures;
  - c) Consequences for violating Florida laws, Florida rules, or Department policies and procedures;
  - d) Inappropriate behaviors, importance of reporting conduct violations; and
  - e) Reporting requirements to the Department's Central Communications Center (CCC).
- 4) Customer Service (minimum of one hour).
- 5) Records management and public records (minimum of one hour) lessons shall include but are not limited to:
  - a) Definition of a record;
  - b) Importance of adhering to the retention schedule;
  - c) Types of records;
  - d) Responding to record requests;
  - e) Elements of a good record filing system;
  - f) Proper storage conditions for public records;
  - g) Proper record labeling;
  - h) Elements of a good record tracking system;
  - i) Proper methods to destroy records; and
  - j) Use of forms and documentation related to record retention, storage, tracking, and destruction.
- 6) Sunshine Law (minimum of one hour) lessons shall include but are not limited to:
  - a) What the Sunshine Law covers; and
  - b) Portions of chapter 286, F.S., that apply to staff.

- 7) Civil Rights (minimum of three hours) lessons shall include but are not limited to:
- a) Sexual Harassment (minimum of one hour) lessons shall include but are not limited to:
    - i. Quid Pro Quo;
    - ii. Hostile work environment; and
    - iii. Reporting incidents.
  - b) Equal Employment Opportunity (minimum of one hour) lessons shall include but are not limited to:
    - i. Americans with Disabilities Act (ADA) and Rehabilitation Act of 1978;
    - ii. Protected classes and types of discrimination;
    - iii. Reasonable accommodations; and
    - iv. Reporting violations.
  - c) Health Insurance Portability and Accountability Act of 1996 (HIPAA) (minimum of one hour) lessons shall include but are not limited to:
    - i. Protected information;
    - ii. Information protection practices; and
    - iii. Reporting violations.
- 8) Safety training (minimum of two hours) lessons shall include but are not limited to:
- a) Safety Policy FDJJ-1305;
  - b) Employee safety responsibility;
  - c) Safety prevention;
  - d) Back safety;
  - e) Slips, trips, and falls;
  - f) Office safety;
  - g) Computer workstations;
  - h) Vehicle operations;
  - i) Hazard communication;
  - j) Universal precautions (blood borne pathogens);
  - k) Driving safety;
  - l) Violence in the workplace;
  - m) Emergency procedures (shall include but is not limited to: fire, natural disaster, biohazard, medical, mental health, escape, riot, disturbances, and the facility Continuity of Operations Plan [COOP]); and,
  - n) Workers' compensation.
- c. Other required Training
- The Respondent shall also provide or ensure provision of the following training to staff or subcontracted staff for completion prior to the delivery of services to Department youth, available as specified below:
- 1) Overview of the JJIS (On-line in the Learning Management System (LMS));
  - 2) Education Overview (On-line in the LMS);
  - 3) Central Communications Center (CCC) (On-line in the LMS)
  - 4) Client Confidentiality;
  - 5) Professionalism and Ethics (On-line in the LMS);
  - 6) Gang-Awareness (On-line in the LMS) and Gender-Responsive Programming (face-to-face/instructor-led);
  - 7) Restorative Justice Philosophy (On-line in the LMS);
  - 8) Human Diversity (On-line in the LMS);
  - 9) Human Trafficking;
  - 10) Suicide prevention processes and procedures in accordance with Rule 63N-1.0091 F.A.C., which requires each facility and program to provide six (6) hours of staff training annually on suicide prevention and implementation of suicide precautions. Two (2) hours online plus four (4) hours Instructor led;

- 11) Emergency planning in accordance with, Rule 63N-1.011, F.A.C., which requires each detention center and residential commitment program to train staff on immediate response to mental health and substance abuse emergencies and must provide semi-annual training on emergency response procedures;
- 12) Adolescent Behavior (face-to-face/instructor led)  
Training in Adolescent Behavior is required for staff who work with youth in the Department care. This course is essential to understanding the brain development and its influences on adolescent behavior, traits of cognitive and social/emotional development, and behaviors commonly exhibited by delinquent youth;
- 13) Trauma Informed Care (On-line in the LMS)  
Training in Trauma Informed Care is required for staff who work with youth in the Department care. This course will assist staff in recognizing trauma and trauma triggers in youth, identifying physical warning signs that indicate a youth may lose control, identify behaviors for officers to demonstrate trauma informed practice, and issues and behaviors associated with trauma histories;
- 14) MAYSI-2 Training (On-line in the LMS);
- 15) Victimization and Sexually Aggressive Behavior (On-line in the LMS System);
- 16) PREA (Prison Rape Elimination Act) (On-line in the LMS); and
- 17) Civil Rights Training (On-line in the LMS);
- 18) Juvenile Justice Information System (JJIS) – JJIS Provider Training is completed by the Department through local area Data Integrity Officers across the state. This training is approximately 6 hours and should be completed prior to MI and PACT training. This initial training allows staff access to JJIS.
- 19) Motivational Interviewing (two (2) days)
- a. All staff having direct contact with youth shall complete Motivational Interviewing (MI) training prior to PACT and YES Plan training. This training is completed by Department approved PACT Trainers and is two days in length
  - b. A Respondent may conduct their own MI training, as long as they have a Department approved Qualified Trainer who follows the training protocol/trainer agreement issued by the Department and the trainer meets Qualified Trainer qualifications. Documentation of MI training shall be maintained for each employee and approved through Staff Development and Training.
  - c. MI training is provided by the Department through the PACT Trainers at a variety of locations across the state. This training is completed by Department approved PACT Trainers and is two days in length.
  - d. PACT/Yes plan training is required prior to access/use of PACT assessment tool in JJIS
  - e. All providers are required to complete JJIS, MI, and PACT/Yes plan training to be documented in the Department's Learning Management System.
- 20) Interventions/Modality Training  
The Respondent shall ensure all staff providing delinquency interventions (evidence-based, promising practice, or practices with demonstrated effectiveness) are trained in the specific modality to be delivered prior to the start of services to be delivered under this Contract. Only trained qualified staff as per this Contract shall deliver interventions services.

- d. Department Learning Management System (LMS) Training Requirements (Web-Based On-Line Training)  
All staff must complete available training in the Department LMS and shall document training provided. The Respondent is required to utilize the LMS for tracking training provided through the on-line LMS, if the training topic is available. Note: If a course topic is not available in the Department LMS then the Respondent's training may be utilized and documentation of such training shall be maintained and provided upon request to the Department. System requirements to access the Department's Learning Management System are available on the Department's website.
- e. Training Costs  
The Respondent is responsible for all training costs associated with this Contract. Respondent staff training shall be accomplished in accordance with the requirements contained herein, and shall be coordinated with the Department. Any training to be provided by the Department shall be coordinated with the Department's Redirections Program Operations staff.
- f. Training Documentation  
All staff delivering services to Department youth must have in their personnel file, maintained by the Respondent, the following:
- 1) Documentation demonstrating successful completion of Department required training, documentation of required training for the delinquency intervention to be provided;
  - 2) Documentation of a background screening conducted by the Department's Office of the Inspector General;
  - 3) Documentation of the minimum education and professional qualifications for the applicable position; and
  - 4) Documentation of the completion of minimum training topics, with the number of hours earned shall be maintained in each employee's personnel file and updated on an annual basis.
- Copies of such documentation shall be provided upon request of the Contract Manager or Monitor.
4. Back-Up Plan and Requested Changes to Approved Staff
- a. Changes to staffing levels, positions and qualifications required in the resulting Contract are not authorized unless requested by the Respondent in writing (email acceptable) and approved in writing (email acceptable) by the Department's Contract Manager and the Probation Program Office.
  - b. The Respondent shall have and utilize a written back-up plan for staffing vacancies to ensure provision of adequate qualified staff to fill-in for staff who may be absent from work (e.g., emergency, illness, or vacation) to ensure services to youth will not be canceled or rescheduled.
  - c. The Respondent shall notify the Department's Contract Manager in writing (e-mail acceptable) within seven (7) working days when a staffing position becomes vacant. Planned staffing changes that may affect service delivery, as stipulated in the resulting Contract, must be presented in writing to the Department's Contract Manager at least thirty (30) calendar days prior to the implementation of the change.
  - d. The Department expects during the time of the vacancies, the youth receiving services under the resulting Contract shall receive services uninterrupted and the Respondent shall ensure the position is filled within sixty (60) days.
5. Staff Background Checks
- a. The Respondent and all staff shall comply with the Department's Statewide Procedure on Background Screening for Providers/Contractors. The Respondent and all staff shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, F.S., and the Department's background screening policy (FDJJ 1800, revised 1/30/18). Failure to comply with the Department's background screening requirements may result in termination of the resulting Contract. Pursuant

to DJJ Policy 1800 (revised 1/30/18), the Respondent shall perform pre-employment assessments using a suitability assessment tool for all prospective employees providing direct care to youth prior to hiring.

- b. A background screening shall be completed in accordance with the Department's Background Screening Policy and Procedures on all newly hired staff, including subcontractor staff, and provided to the Department's Contract Manager prior to the initiation of employment to provide services under the resulting Contract.
- c. The Respondent shall ensure staff, including subcontractor staff, obtain the required five-year background re-screening every five years from the date of their approval to work at the facility in accordance with the Department's statewide procedure. Five-year re-screenings shall not be completed more than twelve (12) months prior to the original screening approval date. Results of re-screenings shall be provided to the Department's Contract Manager.
- d. A Respondent may hire an employee to a position that requires background screening before the screening process is completed, but only for training and orientation purposes. However, these employees may not have contact with youth or confidential youth records until the screening is completed, the rating is eligible and the employee demonstrates that he or she exhibits no behaviors that warrant the denial or termination of employment.
- e. The Respondent shall notify the Background Screening Unit when their employee or subcontractor employees are no longer providing services under the resulting Contract. When a current Respondent staff member transitions into the Clearinghouse, the rescreen date starts anew.

D. Service Times and Location

1. Service Location

- a. The Respondent shall locate the Facility Based Day Treatment services Program in the geographical area(s) as set forth on page one of this ITN and proposed by the Respondent. Final program site address and administrative address of the Respondent of the FBDT program(s) shall be set forth in the final Contract.
- b. The FBDT program shall be provided in a Respondent-owned or leased facility. The facility shall have adequate space to provide services and maintaining confidential records. In addition, the facility shall be aesthetically pleasing, and in updated condition, with fresh paint, floorings, fixtures and furnishings.
- c. The Respondent shall pay for all costs associated with local, state and federal licenses, permits and inspection fees required to provide services. All required permits, zoning and licenses shall be current, maintained on-site, and a copy submitted to the Department's Contract Manager.

2. Service Times

- a. FBDT program services shall be provided, at a minimum, five (5) days per week, which days shall not be limited to Monday through Friday and shall operate two hundred fifty (250) days a year. Services times during the week shall be provided in accordance with the DJJ\_Alternative School district requirements and shall ensure youth are at the Facility for between the hours of 8:00 till the end of FBDT program services.
- b. The Respondent shall provide weekend activities a minimum of one time per month on a Saturday in lieu of one-week day. The FBDT program Respondent shall provide transportation, with on-call services provided three hundred sixty-five (365) days per year.
- c. FBDT program services shall include interventions and treatment, skills building, transportation, mentoring and relationship building, and family engagement shall be provided during traditional and non-traditional business hours and on weekends to accommodate the youth and his/her parent(s)/guardian(s).
- d. The Respondent shall provide a monthly Service Schedule Chart for each

FBDT location, which shall include daily and weekly activities, including activities provided on weekends that outlines all program services to include, but not be limited to: the DJJ alternative school, individual and group delinquency interventions and treatment services, case management, supervision, structured activities/support services, transportation, food service delivery, mentoring, and family engagement, etc., to the Department's Contract Manager within thirty (30) days of the execution of the resulting Contract. The Service Schedule Chart with issue date, for each location, shall be posted at the FBDT program to be available for viewing by the youth and visitors at all times.

- e. Prior to any changes to the approved monthly Services Schedule Chart, the Respondent shall submit a written request for written approval (email acceptable) to the Department's Chief Probation Officer and the Department's Chief Probation Officer has five days to send written approval (e-mail acceptable). Approval must be obtained in writing from the Department's Chief Probation Officer, prior to implementing any such changes. Changes to the schedule must be submitted to the Contract Manager and maintained in the Contract file. The Service Schedule Chart as revised, with issue date, for each location shall be posted at the FBDT program to be available for viewing by the youth and visitors at all times.

3. Changes to Service Locations/Times

Prior to any changes to the FBDT Program service location and service times, the Respondent must submit a written request for written approval (email acceptable) to the Department's Contract Manager, with a copy to the CPO. Changes may be implemented only upon written approval (email acceptable) from the Department's Contract Manager with a copy to the CPO.

E. Property

1. Non-Expendable Tangible Personal Property

- a. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
  - 1) Expenditure of funds provided by the Department under a cost-reimbursement Contract.
  - 2) Expenditure of funds provided by the Department as pre-operational.
  - 3) Expenditure of funds provided by the Department as operational expense dollars.
- b. All state-furnished property acquired by the Respondent through funding sources identified above, with a cost of \$1,000 or more and lasting more than one (1) year, and hardback-covered bound books costing \$250 or more, and computers, regardless of cost, shall be accounted for in accordance with Chapter 10.300, Rules of the Auditor General. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted or determined surplus under the terms of the resulting Contract, shall be returned to the Department upon Contract termination. Any replacements shall be in equal or greater value when returned to the Department.
- c. Upon delivery of Department-Furnished Property to the Respondent, the Respondent assumes the risk and responsibility for its loss and damage.
- d. The Respondent shall submit to the Department's Contract Manager, on a quarterly basis, a listing of all items purchased that quarter for the Program. The listing shall include a statement as to whether the items were purchased with Department or Respondent funds and include supporting documentation of funds used.
- e. The Respondent shall not dispose of state-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
- f. The Respondent shall not use any state-furnished property for any purpose except the delivery of services identified in the resulting Contract.



- g. The Respondent shall submit a final inventory report for approval by the Department at conclusion of the resulting Contract.
- h. The Respondent shall submit an annual joint inventory report of all state-furnished property and all Respondent-owned property located at the facility to the Department's Contract Manager.
- i. The Respondent shall report annually to the Department's Contract Manager an inventory of all State-titled vehicles or other vehicles purchased with State funds. The Respondent shall maintain a monthly vehicle log for each vehicle and submit the completed log to the Department's Contract Manager by the 5<sup>th</sup> day of each month. When utilizing State-furnished vehicles the Respondent shall comply with the Department's Vehicle Operations Policy and Fleet Management Manual.
- j. The Department found it necessary to purchase property through the Respondent as opposed to direct acquisition for the following reason(s):
  - 1) The property is solely intended for use by the Respondent in the delivery of the contracted services or the same or different Respondent's under subsequent continuing contracts intend continued use of this property throughout its useful life. It is not intended for direct use by Department staff.
  - 2) The property is critical to the delivery of the contracted services and the Department more appropriately identifies the cost as a Contract cost rather than Operating Capital Outlay.
  - 3) Direct purchase by the Respondent is more efficient than Department purchase, which would include additional costs for storage, delivery, retrieval, disposal, etc.

F. Facility Standards, Property, Maintenance and Repair

The FBDT program facility shall be Respondent owned or leased. The Respondent shall comply with standards required by fire and health authorities. The Respondent shall ensure that all buildings and grounds, equipment and furnishings are maintained in a manner that provides a safe, sanitary, and comfortable environment for youth, visitors and employees. The Respondent shall ensure compliance with the following facility requirements:

1. Cleanliness and Sanitation
  - a. The Respondent shall ensure the Program conducts weekly sanitation and maintenance checks to ensure that facility is clean and in good repair. All maintenance needs are reported to the Program's Executive Director and completed based on priority.
  - b. The Respondent shall ensure all indoor areas and attached buildings are clean, neat and well maintained. No graffiti shall be allowed to remain on walls, doors or windows.
  - c. The Respondent shall ensure that weekly sanitation and safety inspections of all internal and external areas and equipment are conducted to ensure that the facility is clean and in good repair. Completed inspections shall be maintained in the Sanitation and Maintenance Log for a minimum of one (1) year.
  - d. The Program's maintenance and housekeeping plan shall list the areas of the program that will be cleaned and cleaning frequency.
  - e. The facility shall have separate bathroom facilities provided for males and females. There shall be a minimum of one operable toilet and washbasin with hot and cold running water and antibacterial soap for every thirty (30) youth.
  - f. The facility shall have space available for private counseling, group meetings and classrooms.
2. Fire Prevention and Evacuation Procedures
  - a. The Program shall have a comprehensive safety regimen that includes fire safety training, a fire alarm and automatic detection system, fire protection equipment in strategic locations, monthly fire drills, and a fire safety log containing a record of annual fire safety inspections, a summary of all

- deficiencies found by fire officials, a record of corrections, and the results of periodic fire safety inspections and equipment checks.
- b. The Program Director or designee shall serve as the designated Disaster Coordinator for the facility and is responsible for all aspects of the Fire Safety Plan.
  - c. The Respondent shall ensure smoking is prohibited throughout the entire facility and on the grounds.
  - d. Evacuation egress plans shall be conspicuously located throughout the facility by the exit/entrance of each room. The plans shall indicate the location of fire extinguishers, first aid kits, exit routes and assembly location.
  - e. The Respondent shall ensure the fire alarm system is tested on a monthly basis. The log of these tests is shall be kept in the Fire Safety Log. Fire extinguishers shall be inspected weekly as part of the facility tour. All fire extinguishers shall be inspected at least quarterly and recharged as needed. Documentation indicating extinguisher inspection and copies of invoices indicating service shall be kept in the Fire Safety Log.
    - 1) The Respondent shall conduct Fire drills on a monthly basis and document in the Fire Drill Log located in the Program Director's office. The date, time, and comments concerning the drill shall be documented. Fire drills shall be conducted under varying conditions and during hours when the majority of student are present.
    - 2) The Respondent shall ensure a Fire Marshall inspects the Program at least annually. Completed Fire Inspections shall be located in the Business Manager's office. All deficiencies shall be documented on a Corrective Action Plan and are completed in a timely manner.
    - 3) The Respondent shall ensure fire extinguishers are located throughout the facility. The location of the extinguishers shall be indicated on the Evacuation Egress Plans.
    - 4) Fire Drill and evacuation procedures shall be included in the student handbook, which is given to all students during intake and in the Institutes Operational Policy and Procedure Manual, which is read by all new staff members.
    - 5) The Respondent shall ensure weekly safety inspections are completed, ensures clear exits and identifies any other safety hazards. Copies of the weekly inspections shall be located in the Facility.
    - 6) Safety Inspection Binder shall be located in the Program Director's office.
    - 7) The Respondent shall ensure all staff members receive training on proper operation and use of available firefighting equipment as part of their New Employee Training Plan.
    - 8) The Respondent shall ensure all students receive training on fire drill procedures and facility evacuation plans as part of the student orientation process.
    - 9) The Program shall maintain several cellular phones, which can be used to call public safety personnel in the event that the Program phones become inoperable.
3. Fire Drill and Building Evacuation Procedure
- a. The Respondent shall sound the air horn or use the fire alarm system in test mode to signal a fire drill to all staff and students on the premises.
  - b. At the direction of Program staff students shall form a line and proceed to the appropriate fire exit as indicated on the egress plan in an orderly fashion. All other personnel shall also evacuate the building using the appropriate exit as indicated on the egress plan.
  - c. The Program Staff shall perform a headcount of the students under his/her supervision to ensure that no one has been left behind.

- d. The Executive Director or designee shall make a final sweep of the building to ensure no one remains in the building.
- e. The Executive Director or designee shall conduct a staff and student attendance count to ensure all students have safely evacuated. This will conclude the timed portion of the drill.
- f. Students and staff shall return to the building only after they have been directed to do so by the Executive Director or Director of Operations/Executive Director.
- g. Fire drills shall be conducted monthly and logged in the Fire Drill logbook.
- h. The Fire Drill procedures shall be approved by the local fire official.
- i. In the event of a fire, the R.A.C.E. procedure shall be followed:
  - 1) R - Rescue any staff or students that are in imminent danger or in the path of the fire. Evacuate the facility by following escape routes indicated on egress plans. Call role to insure all staff and students have safely left the facility. Immediately inform fire department if it is believed staff or student is trapped in building.
  - 2) A - Alarm: sound the air horn. Press the security keypad's Fire Panic button. Call 911 from a program phone or cell phone. An alarm must be sounded for all fires regardless of size.
  - 3) C - Confine or contain the fire to the best of your ability without endangering yourself or others. Close all doors and windows.
  - 4) E - Extinguish the fire if it is safe to do so. Pull the pin, Aim the extinguisher at the base of the fire, Squeeze the handle, and Sweep the base of the fire. (P.A.S.S.)
- j. The building shall not be re-entered by staff or students until the fire department has given the all clear. In the event that the building is unsafe, the students shall be transported home and each Instructor shall notify the parent(s)/guardian(s).
- k. The Program shall maintain a Fire Safety Log. The log shall be maintained in a secure location. The Fire Safety Log shall include:
  - 1) A copy of the Comprehensive Fire Plan;
  - 2) Record of annual fire safety inspections;
  - 3) A summary of all deficiencies found by fire officials and a record of corrections; and
  - 4) Documentation of periodic fire safety inspections and equipment checks.
- l. The most important thing to remember is that property is replaceable but a life is not. Ensuring the safety of the staff and students is paramount. At no time is it reasonable or necessary to take heroic measures to save property.

#### 4. Day Treatment Program Operating Procedures

Upon award of the resulting Contract, the Respondent shall develop operating procedures that include, but may not be limited to, the operating procedures listed below. Operating Procedures need to be based on applicable statute, rule and DJJ policy; signed and effective, and available for review by the Department's preoperational team.

- a. Initial Background Screening and Five-Year Rescreening
- b. Pre-Service and In-Service Training Requirements
- c. Fire Prevention and Evacuation Procedures
- d. Water Activities
- e. Food Services
- f. Transportation
- g. Behavior Management System
- h. Admission and Orientation
- i. Alerts (medical, mental health, suicide, JJIS)
- j. Progress Reports
- k. Termination / Release Requirements (including JJIS)
- l. Mental Health and Substance Abuse Admission Screening
- m. Mental Health and Substance Abuse Evaluation

- n. Mental Health and Substance Abuse Treatment
- o. Treatment and Discharge Planning
- p. Mental Health Crisis Intervention Services / Crisis Assessments
- q. Emergency Mental Health and Substance Abuse Services / Baker Act and Marchman Act
- r. Suicide Prevention Services / Suicide Prevention Plan
- s. Medical Admission Screening
- t. Medication Management / Verification of Medication
- u. Delivery of Medication
- v. Medication Storage
- w. Episodic / Emergency Services; and,
- x. CCC Internal Procedures.

G. Occupancy Clause

The Respondent shall not be entitled to payment for Program operations until proof of compliance with the following conditions, if applicable, is submitted to the Department:

1. A current Certificate of Occupancy for a Respondent owned or leased facility has been issued by the building authority;
2. All permits and fees have been paid;
3. All safety and security systems and equipment are installed and operational in Respondent owned or leased facilities, and;
4. Proof of required fire and liability insurance coverage is presented to the Department.

**IV. DELIVERABLES**

- A. The deliverable/service unit for the resulting Contract is an available slot. A slot is defined as “available” only if the Respondent could accept a juvenile for admission to the Program and the youth could begin to receive all services described in the resulting Contract with forty-eight (48) hours’ notice. The Respondent shall make the contracted number of slots continuously available throughout the term of the resulting Contract.
- B. This shall include a substantially staffed FBDT program, where no more than a certain percentage of positions are vacant on any given day. If more than the agreed upon percentage of all positions are vacant on any given day, the Respondent shall be paid for filled slots for the day(s) the vacancies occurred at the per diem rate for available slots, as evidenced by the Youth Census Report.
- C. Temporary staff may be utilized to ensure the program is substantially staffed. However, all temporary staff must be qualified for the position they are assigned, pass background checks and be entered in the SVS of the Department’s JJIS.
- D. Determination of a substantially staff program shall be calculated using all staff listed in the resulting Contract.
- E. The youth placed in an available slot shall be reflected on the monthly census documenting Program participation. Documentation of all service tasks performed shall be reflected in the Department’s JJIS system and/or in the youth’s Program case file as a case note.
- F. Absconded or Detained Youth
  1. Absconded Youth - If the youth is an absconder and not apprehended within ten business days, the Respondent shall remove the youth from the JJIS Program and notify the JPO.
  2. Incarcerated Youth - If the youth is incarcerated and not released from jail or detention within ten business days, the Respondent shall remove the youth from the JJIS Program and notify the JPO.
- G. All absences for absconded or detained youth shall be closed in JJIS system at ten (10) business days and removed from the Respondent’s census.

**V. REPORTING**

- A. Contract Management  
 The following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

Provider	Department
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After execution of the resulting Contract, any changes in the information contained in this section will be provided to the other party in writing, shall be sent by United States Postal Service or other delivery service with proof of delivery, and a copy of the written notification shall be maintained in the official Contract record. All notices required by the resulting Contract or other communication regarding the resulting Contract shall be sent by United States Postal Service or other delivery service with proof of delivery.

**B. Reports**

The Respondent shall submit written reports with all required documentation within the timeframes listed in the chart below to become eligible for payment and shall submit the progress or performance reports throughout the term of the resulting Contract as follows:

1. Invoice

A properly prepared invoice shall be submitted directly to the Department’s Contract Manager within ten (10) business days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, F.S., and any interest due shall be paid pursuant to section 55.03(1), F.S. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Respondent is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 8504135516.

- a. Payment must be triggered by receipt of identified deliverables.
- b. The Respondent shall submit a monthly invoice accompanied by the Youth Census Report. The Respondent shall report, in accordance with Department policy, all youth admissions, releases and inactive status in JJIS as required.
- c. Failure by the Respondent to promptly report and document deliverables as required shall result in a reduction in the monthly invoice.
- d. The Respondent shall not receive payment for services rendered prior to the execution date or after the termination date of the resulting Contract.
- e. Invoices for amounts due under the resulting Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- f. It is the responsibility of the Respondent to notify the Department when Contract slots are not available. It is further the responsibility of the Respondent to reduce the monthly invoice when slots are not available; however, the Department reserves the right to reduce the monthly invoice if the Respondent fails to do so and it determines a position was vacant.
- g. Any staffing position on the Staffing Plan that becomes vacant and remains vacant for over sixty (60) days, shall result in a reduction in the monthly invoice. The amount of the monthly deduction shall be ‘vacant position’ monthly salary plus 28% for fringe and benefits, which shall be pro-rated by the number of days the position remains vacant after sixty (60) days.
- h. If the Provider has a grievance concerning the imposition of financial consequences for the vacancies over sixty (60) calendar days, the Provider shall submit in writing to the Department’s Contract Manager a description of the extenuating circumstances which prevented the Provider from filling the position within the sixty (60) calendar days.

2. Youth Census Report

A complete list of youth who were provided services required under the terms and conditions of the resulting Contract during the service period detailed on the invoice shall be furnished. At a minimum, the Youth Census Report shall include the youth’s last name and initial of first name, juvenile justice identification number, and indicate the dates that the youth was active. Prior to the submission of the

monthly Youth Census Report, the Respondent shall confirm the accuracy of youth census data in JJIS.

3. Proof of Insurance Coverage  
A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration of insurance. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in the resulting Contract.
4. Copy of Subcontract(s)  
A copy of all subcontracted agreements entered into by the Respondent and a subcontractor for services required of the Respondent via the resulting Contract, shall be submitted to the Department in advance for review. A signed copy of the subcontract reviewed by the Department shall be provided to the Department's Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.
5. Organizational Chart  
The Respondent's organizational chart shall be provided upon execution of the resulting Contract, annually, and upon changes. The organizational chart shall include the Programmatic and administrative structure of the Respondent's organization.
6. Staff Hire Report:  
The Respondent shall provide a complete list of staff hired to fill vacant positions to include their full legal name, the position title, position number, date of hire, date of background screening, and position description. If any position filled requires specific licensing, certification, or education as required in the resulting Contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report. The Respondent shall use the Department required exhibit form for the staff hire report submission. A copy can be found at <http://www.djj.state.fl.us/partners/contract-management>.
7. Staff Vacancy Report  
The Respondent shall provide a complete list of all vacant Program positions required by the resulting Contract, and include the position title, position number, date of vacancy, and position description. The Respondent shall provide to the Department's Contract Manager with an explanation for vacancies, which exceed ninety (90) calendar days. Services shall be provided to all Department youth by qualified Respondent staff regardless of whether a position(s) is vacant. Format of this report can be determined by the Department's Contract Manager. A position shall not be deemed vacant when an employee is temporarily absent due to paid vacation, paid sick leave, management and professional conferences, in-service training, or other temporary leave conditions. Furthermore, a position shall be deemed not to be vacant if filled through the use of contract services or temporary employees. A copy of the Staff Vacancy Report Can be found at <http://www.djj.state.fl.us/partners/contract-management>.
8. Staff Training Plan  
The Respondent shall provide a training plan to incorporate at a minimum pre-service and in-service training as outlined in Rule 63H, F.A.C. Training plans will be approved by Staff Development & Training (SD&T) to ensure compliance with Rule 63H, F.A.C. If applicable, the plan should also include any specialized training outlined in the resulting Contract. A plan must be submitted at the onset of the resulting Contract as well as annually each January. The Respondent shall use the Department's Training Plan template to develop its plan. A copy of the template can be found at <http://www.djj.state.fl.us/partners/contract-management>.
9. Minority Business Enterprise (MBE) Utilization Report  
The Respondent shall submit to the Department's Contract Manager, along with each monthly invoice, the MBE Utilization Report listing all payments made for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.
10. Continuity of Operations Plan (COOP)  
Prior to the delivery of service, the Respondent shall submit a COOP, which provides for the continuity of Contract services in the event of a manmade/natural

disaster/emergency. The Department approved Plan format can be found on the Department's website. Additional information can be found in *FDJJ 1050, Continuity of Operations Plans*.

11. Monthly Youth Progress Report

The Respondent shall submit a monthly progress report for each youth admitted to the Program which details the services provided over the past thirty (30) calendar days, the types of services provided to the youth and his/her family, the number of days the youth and his/her family received services, the youth's progress in meeting the treatment goals and sanctions contained in the YES Plan or other treatment plan, and a summary of the youth's efforts. This report shall be uploaded in the document library in the Department's JJIS under "Provider Services Documents" in appropriate folders.

12. Incident Reports

The Respondent shall comply with Departmental Policy FDJJ 2020 regarding the CCC. The Respondent shall report incidents ensuring that all designated incident types are reported to the CCC immediately or at least within two (2) hours of learning of the incident.

13. Youth Services Received Report

The Respondent shall submit a Monthly Youth Services Received Report to the Department's Contract Manager, comprising a complete list of Contract required services indicating the youth and date which services were provided and received during the month. The Respondent and the Department's Contract Manager shall work jointly to determine the best format for this report that will clearly support service delivery and document services.

14. Delinquency Intervention Fidelity Monitoring Report

The Respondent shall submit a quarterly basis, to the Department's Contract Manager any fidelity monitoring reporting (self-analysis or third-party monitoring) conducted on the delinquency intervention delivered as part of the Day Treatment Program. In addition, the fidelity monitoring instrument utilized should be provided with the report. The report shall include identification of the intervention being delivered, the type and frequency, duration, and staff conducting fidelity monitoring activities, any corrective actions, and training for each intervention/modality delivered. If a monitoring was not conducted, the Respondent should indicate quarterly "none conducted" via email to the Department's Contract Manager.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO DEPARTMENT
Invoice	Monthly	Within 30 calendar days following the end of the month for which services were rendered	Contract Manager
Youth Census Report	Monthly	10 <sup>th</sup> business day of the following reporting month	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution	Upon execution and prior to the delivery of services	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1 <sup>st</sup>	Contract Manager
Staff Hire Report	Monthly	10 <sup>th</sup> business day of the following reporting month	Contract Manager

Staff Vacancy Report	Monthly	10 <sup>th</sup> business day of the following reporting month	Contract Manager
Staff Training Plan	Upon Execution and Annually Thereafter	Upon Execution and January 1 <sup>st</sup>	Contract Manager
MBE Utilization Report	Monthly	10 <sup>th</sup> business day of the following reporting month	Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to delivery of services and July 1	Contract Manager
Monthly Youth Progress Report	Monthly per each participating youth	10 <sup>th</sup> business day of the following reporting month	Uploaded to JJIS
Incident Reports	Upon Each Occurrence	Immediately, within two (2) hours of occurrence	Central Communications Center
Youth Services Received Report	Monthly	10 <sup>th</sup> business day of the following reporting month	Contract Manager
Delinquency Intervention Fidelity Monitoring Report	Quarterly	10 <sup>th</sup> day business of the month of the Contract term quarter	Contract Manager

C. Report Receipt and Documentation

Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Department's Contract Manager will approve or reject deliverables and reports.

VI. **PERFORMANCE MEASURES**

A. Performance Outcomes

Listed below are key Performance Measures (Outcomes), with minimum standards of performance, deemed most crucial to the success of the overall desired service delivery. The Respondent shall ensure that the stated performance measure and standards (level of performance) are met. The Respondent's performance data shall be collected, beginning the second month after which service has been fully implemented. The Department will determine the Respondent's outcome standard annually.

1. **GOAL:** 100% of youth released from the Program will not receive Offense During Service (ODS).  
**MEASURE:** This percentage is calculated by dividing the number of youth that did not receive ODS by the total number of youth released. ODS is defined as any new law offense that occurred during placement and resulted in adjudication or adjudication withheld. The Comprehensive Accountability Report (CAR) includes the percentage of youth that did received ODS, therefore this measure is the reverse of what is published in the CAR.  
**MINIMUM STANDARD:** The percentage of youth released from the Program that shall not receive ODS shall be at or above the last CAR of similarly classified services (greater or lesser depending on the measure).
2. **GOAL:** 100% of youth will not recidivate within one year of Program completion.  
**MEASURE:** This percentage is calculated by dividing the number of youth that did not recidivate by the total number of youth that completed Program services. Recidivism is defined as an offense that occurs within twelve (12) months of program completion that results in an adjudication, adjudication withheld, or an adult conviction for any new violation of law. The CAR includes the percentage of Program completions that did recidivate, so therefore this measure is the reverse of what is published in the CAR.



**MINIMUM STANDARD:** The percentage of youth that shall not recidivate within one year of Program completion shall be at or above the last CAR of similarly classified services (greater or lesser depending on the measure)

B. Performance Evaluation

1. The Respondent, throughout the term of the resulting Contract, shall document compliance with required service tasks, performance and provide documentation of such for inspection via contract management, annual Program monitoring, quality improvement inspections, and deliver findings in applicable reports.
2. The evaluation will use the process and data collected throughout the duration of the resulting Contract to determine the effectiveness of the contracted services.
3. The results may be used in evaluation of the service needs or the Respondent's performance when considering future Contract renewals and funding.

**ATTACHMENT B**

**GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPLIES**

**I. SOLICITATION NUMBER** ITN #10573

**II. SOLICITATION TYPE** Invitation to Negotiate: The Department of Juvenile Justice (Department or DJJ) is issuing this ITN to obtain replies and further negotiate with a Respondent to design, develop, implement, and operate ten (10) Facility Based Day Treatment (FBDT) programs located throughout the State in the County/Circuits identified below. The Department will make multiple awards by County/Circuit area. FBDT shall be made available for thirty (30) males and females placed on probation, post commitment probation, conditional release or minimum risk commitment by the court and who are assessed as moderate-high or a high risk to re-offend. The FBDT programs shall be based on the Attachment A of this ITN, meeting the minimum requirements of Attachment A-1, must include a requirement for a fully funded transportation model, and a year-round DJJ alternative school to include summer school.

Program services shall be delivered at an approved Respondent owned or leased / Department approved facility that is modern, aesthetically pleasing, freshly painted with fixtures and furnishing in excellent condition, and located in a safe environment. Day Treatment services shall be provided in the geographical areas identified in the table below.

Circuit 11 has two sites for which a Respondent can propose services (Miami Dade North, and Miami Dade South). The Respondent must ensure its reply to this ITN clearly states the circuit and site when proposing services for Circuit 11.

<b>NORTH REGION CIRCUITS</b>	<b>CENTRAL REGION CIRCUITS</b>	<b>SOUTH REGION CIRCUITS</b>
Duval County – Circuit 4	Orange County – Circuit 9	Miami Dade County North – Circuit 11
Volusia County – Circuit 7	Pinellas County – Circuit 6	Miami Dade County South – Circuit 11
Alachua County – Circuit 5	Polk County – Circuit 10	Broward County – Circuit 17
		St. Lucie County – Circuit 19

Respondents are encouraged to review the Quality Improvement Standards for Day Treatment Programs available on the Department’s website, to ensure proposed services are compliant with the standards established by the Department for service delivery.

**III. PROCUREMENT OFFICE** Joanne C. Parrish, Procurement Manager  
 Bureau of Procurement & Contract Administration  
 Florida Department of Juvenile Justice  
 The Knight Building, Suite 1100

2737 Centerview Drive  
Tallahassee, Florida 32399-3100  
Telephone #: (850) 717-2607  
Fax #: (850) 414-1625  
E-Mail Address: [Joanne.Parrish@djj.state.fl.us](mailto:Joanne.Parrish@djj.state.fl.us)

#### IV. **GENERAL INFORMATION**

##### A. Summary of ITN Process

The evaluation and negotiation phases of the Department's ITN process will consist of two (2) components.

1. Written Reply Evaluations: All Respondents meeting Mandatory requirements shall have their Written Narrative Reply data and Past Performance evaluated and scored.
2. Negotiations: Based on the ranking of the Written Narrative Replies and Past Performance, one or more Respondents shall be required to negotiate with the Department. Respondents will be selected to move forward in ranking order, but may not be scheduled to negotiate in ranking order. Additional negotiations may be held if determined necessary by the Department.

##### B. Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. All references to "days" in this document refer to calendar days unless otherwise specified. If the Department finds it necessary to change any of these dates and/or times, the change will be accomplished by an informational notice and will be posted on the "MyFlorida" website [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). All listed times are local time in Tallahassee, Florida (Eastern Daylight/Standard Time).

DATE	TIME	ACTION	WHERE
Thursday April 12, 2018	COB	Release of solicitation	My Florida.com web site <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>
Wednesday April 18, 2018	COB	Solicitation Conference Call Question Deadline	Send to <a href="mailto:Joanne.Parrish@djj.state.fl.us">Joanne.Parrish@djj.state.fl.us</a>
Wednesday April 18, 2018	COB	Deadline for Submission of Intent to Attend Solicitation Conference Form (Attachment M)	Send to <a href="mailto:Joanne.Parrish@djj.state.fl.us">Joanne.Parrish@djj.state.fl.us</a>
Wednesday April 18, 2018	COB	Deadline for Submission of Intent to Respond Form (Attachment N)	Send to <a href="mailto:Joanne.Parrish@djj.state.fl.us">Joanne.Parrish@djj.state.fl.us</a>
Thursday May 3, 2018	10:00 AM EDT	Solicitation Conference Call  <i>(public meeting / recorded)</i>	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive (go to the lobby for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 7336200573# when directed. The agenda can be found at: <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>

			under the solicitation #10573.
Friday, May 8, 2018	COB	Anticipated date that answers to initial questions will be posted on the web site	MyFlorida.com web site <a href="http://www.myflorida.com/apps/vbs/vbs_www.main_menu">http://www.myflorida.com/apps/vbs/vbs_www.main_menu</a> under the solicitation # 10573.
Thursday May 24, 2018	COB	Solicitation Question Deadline – this is the last day written questions will be accepted	Send to <a href="mailto:Joanne.Parrish@dji.state.fl.us">Joanne.Parrish@dji.state.fl.us</a>
Tuesday June 19, 2018	COB	Anticipated date that answers to written questions will be posted on the web site	MyFlorida.com web site <a href="http://www.myflorida.com/apps/vbs/vbs_www.main_menu">http://www.myflorida.com/apps/vbs/vbs_www.main_menu</a> under the solicitation # 10573.
Monday July 9, 2018	2:00 PM EDT	Written Replies Due and Opened	Attention: Joanne Parrish, Procurement Manager DJJ Bureau of Procurement and Contract Administration 2737 Centerview Drive, Suite 1100 Tallahassee, FL 32399-3100
Wednesday July 18, 2018	10:00 AM EDT	Evaluator Briefing <i>(public meeting / recorded)</i>	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive (go to lobby for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 7336200573# when directed.  A recording of the Conference Call will be available at <a href="http://www.dji.state.fl.us/partners/procurement-and-contract-administration/conference-calls">http://www.dji.state.fl.us/partners/procurement-and-contract-administration/conference-calls</a> within 48 hours of briefing.
Thursday August 2, 2018	3:00 PM EDT	Debriefing #1  Meeting to Record Scores of Written Narrative Reply Evaluations  <i>(public meeting / recorded)</i>	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive (go to lobby for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and Code 7336200573# when directed.  A recording of the debriefing will be available at <a href="http://www.dji.state.fl.us/partners/procurement-and-contract-administration/conference-calls">http://www.dji.state.fl.us/partners/procurement-and-contract-administration/conference-calls</a> within 48 hours of the debriefing.
Tuesday August 14, 2018	2:00 PM EDT	Debriefing #2	Bureau of Procurement and Contract Administration

		Meeting of the Evaluation Team to determine number of Respondents to move forward to Negotiations  <i>(public meeting / recorded)</i>	Knight Building, DJJ Headquarters 2737 Centerview Drive (go to lobby for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 7336200573# when directed.  A recording of the debriefing will be available at <a href="http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls">http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls</a> within 48 hours of the debriefing.
Wednesday August 15, 2018 thru Wednesday August 29, 2018	TBD	Initial Inspection(s) of the Respondent's Proposed Site(s)	At the site(s) proposed by the Respondent(s) in their Written Reply to this ITN
Tuesday – Thursday September 11-13, 2018	TBD	Negotiations – Round 1  Final dates and times to be communicated to Respondent(s) selected for negotiations  <i>(not open to the public but recorded)</i>	Specific room location TBD  Respondents shall go to the Knight Building, DJJ Headquarters 2737 Centerview Drive Tallahassee, FL 32399-3100  Final location subject to change at Department discretion.
Thursday September 20, 2018	2:00 PM EDT	Debriefing #3  Meeting of Negotiation Team to determine the Respondents to move forward to Negotiations round 2 or to be part of the Comparative Analysis if applicable  <i>(public meeting / recorded)</i>	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive (go to lobby for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 7336200573# when directed. A recording of the debriefing will be available at <a href="http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls">http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls</a> within 48 hours of the debriefing.
Monday-Wednesday September 24-26, 2018	TBD	Negotiations – Round 2 (optional)  <i>(not open to the public but recorded)</i>	Negotiations are anticipated to be held in Tallahassee, Florida.  Final location subject to change at Department discretion.
Friday October 5, 2018	2:00 PM EDT	Debriefing #4	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters

		<p>Meeting of Negotiation Team to determine Respondent(s) that will move forward to Negotiations Round 3, or to be part of the Comparative Analysis if applicable</p> <p><i>(public meeting / recorded)</i></p>	<p>2737 Centerview Drive (go to lobby for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 7336200573# when directed. A recording of the debriefing will be available at <a href="http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls">http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls</a> within 48 hours of the debriefing.</p>
<p>Tuesday- Wednesday October 9-10, 2018</p>	TBD	<p>Negotiations – Round 3 (optional)</p> <p><i>(not open to the public but recorded)</i></p>	<p>Negotiations are anticipated to be held in Tallahassee, Florida.</p> <p>Final location subject to change at Department discretion.</p>
<p>Wednesday October 17, 2018</p>	2:00 PM EDT	<p>Debriefing #5</p> <p>Meeting of Negotiation Team to determine Respondent(s) that will move forward and be part of the Comparative Analysis Tool (if applicable)</p> <p><i>(public meeting / recorded)</i></p>	<p>Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive (go to lobby for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 7336200573# when directed. A recording of the debriefing will be available at <a href="http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls">http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls</a> Within forty-eight (48) hours of the debriefing.</p>
<p>Monday October 22, 2018</p>	2:00 PM EDT	<p>Debriefing #6</p> <p>Meeting of Negotiation Team to complete Comparative Analysis Tool to determine which Respondent moves to Memorandum of Negotiation (MON), if applicable</p> <p><i>(public meeting / recorded)</i></p>	<p>Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive (go to lobby for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 7336200573# when directed. A recording of the debriefing will be available at <a href="http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls">http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls</a> within forty-eight (48) hours of the debriefing.</p>
<p>Tuesday November 6, 2018</p>	2:00 PM EST	<p>Debriefing #7</p> <p>Meeting of Negotiation Team to Recommend Contract Award</p> <p><i>(public meeting / recorded)</i></p>	<p>Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive (go to lobby for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 7336200573# when directed.</p>

			A recording of the debriefing will be available at <a href="http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls">http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls</a> within forty-eight (48) hours of the debriefing.
Tuesday December 18, 2018	COB	Anticipated posting date of Notice of Final Agency Decision  (Anticipated Date of Contract Award)	MyFlorida.com web site <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>
Friday February 15, 2019		Anticipated Contract Execution Date	
Monday June 3, 2019  Saturday June 1, 2019		Services To Youth Begin	

- C. Time, Date and Place Replies are Due  
Replies must be received **NO LATER** than the date and time specified in the Calendar of Events (Section IV. B.), and submitted to the Department of Juvenile Justice (Department or DJJ) at the address identified in Section III of this Attachment.  
**Caution:** A reply received at the designated office after the exact time specified will not be considered, as specified in Attachment B.
- D. Site Visit(s)/Inspections  
The Respondent may propose services at a site/facility they currently own/lease, or a site/facility they are considering owning/leasing for the purposes of this solicitation.
1. The Respondent must complete the Attachment E [Facility/Site Requirements Certifications and Attestation (for Respondent's Proposing use of a Respondent Owned/Leased Facility)]. For Respondent's proposing a FBDT program in more than one circuit, an Attachment E is required for each circuit where services will be delivered. Additionally, Site Inspections for Respondent Owned/Lease Facilities will be held by the Department as per Attachment E and considered when determining award as per Attachment F. If the Respondent is proposing a facility that is not yet owned or leased by the Respondent, then the Respondent is required to submit additional documentation demonstrating the proposed facility is on the market for sale/lease and will be available to the Respondent upon award of the resulting contract. This documentation requirement is included in the **MANDATORY** requirements in section V. of this Attachment.
  2. The Department will conduct an initial site inspection for a proposed site(s) where there is not a currently operating DJJ program. The initial site inspection(s) will be conducted at the date and time stated in the Calendar of Events, with the highest ranked Respondent in each circuit, prior to negotiations. See Attachment B, section XX., E., 1., f., and Attachment E, for the proposed site requirements.
  3. The Department will conduct a final program facility site inspection(s) to ensure that the proposed site(s) satisfies all the Department's requirements, as determined by the Department, prior to the start of Contract services.
- E. Solicitation Conference  
The Department may conduct a solicitation conference on the date and at the time specified in the Calendar of Events. The purpose of the conference is to discuss the

contents of the solicitation and take Respondents' questions and clarify areas of misunderstanding or ambiguity.

If no interest in the solicitation conference is indicated by a Respondent, the Department has the option of canceling the conference by placing a notice of cancellation of the conference on the MyFlorida.com website at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) under the solicitation number. If the conference is cancelled, questions and answers will be posted in the form of an addendum on or before the date specified in the Calendar of Events. Respondents interested in the Solicitation Conference shall take note of the following:

1. Notice of "Intent to Attend Solicitation Conference": Respondents interested in participating in a conference are encouraged to submit a notice of "Intent to Attend Conference" (Attachment M to this ITN) by the date and time specified in the Calendar of Events to the Procurement Manager by fax or e-mail. This is not a mandatory requirement.
  2. Questions for Solicitation Conference: Any questions to be asked at the solicitation conference shall be submitted in writing to the Procurement Manager at [Joanne.Parrish@djj.state.fl.us](mailto:Joanne.Parrish@djj.state.fl.us), by mail or by facsimile, and shall be received by the date specified for Solicitation Questions in the Calendar of Events (Section IV. B.)
  3. Final Questions/Inquiries: Final questions after the solicitation conference, or any other inquiries regarding the solicitation, shall be submitted in writing and sent to the Procurement Manager at [Joanne.Parrish@djj.state.fl.us](mailto:Joanne.Parrish@djj.state.fl.us), by mail or by facsimile and shall be received by the date specified for Final Deadline for Questions in the Calendar of Events (Section IV., B.). The Department will not accept questions on this solicitation after close of business on the date specified. The Respondent is responsible for ensuring that the Procurement Manager receives the inquiry.
  4. Non-Binding Communication: The Department will accept verbal questions during the Solicitation Conference and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, the Department will issue written answers **ONLY** to questions subsequently submitted in writing as indicated in Attachment B, VII. Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any Respondent. Questions shall be submitted in writing in accordance with the deadline for questions in the Calendar of Events (Section IV, B.). The Department's formal answers to all questions will be posted in the form of an addendum to the solicitation document on the MyFlorida.com website at: [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu).
  5. Department's Official Answer to Questions: The Department's official response to all written questions will be posted at: [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) as an addendum to this solicitation on or about the date specified in the Calendar of Events (Section IV. B.)
- F. Evaluator Briefing Meeting  
The Department will hold an Evaluator Briefing at the time and date specified in the Calendar of Events. The purpose of the Evaluator's Briefing is to ensure that evaluators have received all materials necessary for evaluation and fully understand the solicitation requirements and the evaluation and scoring process. This meeting is open for public attendance. A recording of the meeting will be available at: <http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls> within forty-eight (48) hours of the end of the Briefing.
- G. Debriefing Meetings  
The Department will hold Evaluator/Negotiator Debriefing Sessions in accordance with the Calendar of Events. These meetings are open for public attendance. A recording of the meeting will be available on the Department's website at: <http://www.djj.state.fl.us/partners/procurement-and-contract-administration/conference-calls>



calls within forty-eight (48) hours of the end of the Debriefing Meeting(s). Debriefing meetings will be held as follows:

1. There will be an Evaluation Team meeting (Debriefing #1) of the written replies to allow evaluators an opportunity to identify the page number(s) in the replies where information relied on for assessing a score was found and to record the scores assessed for the written replies. Discussions, strengths, weaknesses or other comments on replies will not be made by evaluators. Additional information on the evaluation process is contained in Attachment F of the ITN.
2. There will be an Evaluation Team meeting (Debriefing #2) to determine the number of Respondents, selected in ranking order, that will move forward for Negotiations as stated in subsection H, below.
3. The Negotiation Team will meet (Debriefing #3-number necessary to complete all applicable actions below) to decide on any of the following possible courses of action as appropriate to the solicitation process:
  - a. The number of Respondents to move to another round of negotiation;
  - b. If the team is ready to complete the Comparative Analysis Tool (Attachment J), if applicable (see #5 below);
  - c. To complete the Comparative Analysis Tool (Attachment J);
  - d. If the team is ready to complete the Memorandum of Negotiation;
  - e. To review the completed Memorandum of Negotiation which documents the terms and conditions negotiated with the Respondent who was recommended for award as a result of a previous Debriefing; or,
  - f. To recommend award of the resulting Contract.
4. The team can continue with multiple rounds of negotiations until it reaches a point where no further negotiations are necessary to make a decision.
5. For more information about the Comparative Analysis Tool, see Attachment F., section E. 1.
6. Additional information on the negotiation process is contained in Attachment F of the ITN.

H. Negotiations

1. The Department shall require one or more of the highest ranked Respondents (who are moved forward in ranking order) to provide a presentation at the beginning of round one negotiations. The presentation is to be provided at the beginning of the Negotiation session. The contents and structure of the Presentation are outlined in Section XX., F. of Attachment B.
2. If the team determines another round of negotiations is necessary, the Negotiation team will determine which of the Respondents will move forward to negotiations. Respondents are no longer moved forward in ranking order after round one negotiations are completed.
3. Prior to any negotiations, the Department may request supplemental documentation / information from Respondents to assist with negotiations.

I. Posting of Agency Decision

On or about the date(s) specified in the Calendar of Events (Section IV. B.), the Department will post on the "MyFlorida" website at: [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu) the Final Notice of Agency Decision. Click on "Search Advertisements," and use the drop-down list to select the Department of Juvenile Justice. Click "Initiate Search," select the ITN and double click on the ITN number. Call the Department's Procurement Manager at the telephone number listed in Attachment B, Section III., if there are any questions regarding accessing the website.

V. MANDATORY REQUIREMENTS

The following requirements must be met by the Respondent in order to be considered responsive to this ITN. Although there are other criteria set forth in this ITN, these are the only requirements deemed by the Department to be mandatory. Failure to meet these requirements will result in a reply not being evaluated and rejected as non-responsive.

- A. It is **MANDATORY** that the Respondent submit its reply within the time frame specified in the Calendar of Events (Attachment B, Section IV. B.)

- B. It is **MANDATORY** that the Respondent draft and submit a fully completed, signed Transmittal Letter that contains all the information required by Section XX. A.
- C. It is **MANDATORY** that the Respondent sign and submit with the Transmittal Letter in, the Attachment E, "Facility/Site Requirements Certifications and Attestation (for Respondent's Proposing use of a Respondent Owned/Leased Facility)" with all required attachments and letters, for each program location in each of the Circuit/County areas where services are proposed. If the Respondent is proposing a facility they do not currently own/lease, it is **MANDATORY** that documentation be submitted which demonstrates the proposed facility is on the market for sale/lease and will be available to the Respondent upon award of the resulting contract. This documentation must be included behind Attachment E. For Respondent's proposing a FBDT program in more than one circuit, an Attachment E is required for each circuit where services will be delivered.
- D. It is **MANDATORY** that the Respondent submit a completed, signed Attachment H – Budget for Probation Services – **March April** 2018. For Respondent's proposing a FBDT program in more than one circuit, an Attachment H is required for each circuit where services will be delivered.
- E. It is **MANDATORY** that the Respondent submit a completed Attachment O (ITN Reply Cross Reference Table).
- F. **Reserved**
- G. If the Respondent does not currently conduct business with the Department, it is **MANDATORY** that the Respondent submit Attachment R (Client Contact List) with a minimum of three clients contacts. This list is a part of the technical response, and is required in order for the reply to be considered complete.
1. The Attachment R must be completed and submitted with at least three previous or current clients for whom the Respondent has delivered services as described in Attachment A and Attachment A-1. Clients are expected to be businesses or other organizations and cannot be parents/guardians, students, or minors.
  2. The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge.
  3. The Department shall not be listed as a reference. If the Respondent has only provided these same or similar services to the Department, the Respondent is to include an attestation statement from the individual with authority to bind the Respondent in place of the Attachment R.
  4. Hardcopies submitted within the technical proposal or copies submitted electronically on the CD-ROM with the proposal to the Procurement Manager are acceptable.
- H. It is **MANDATORY** that the Respondent complete and submit a signed copy of the Attachment S (Price Sheet) indicating the number of slots and the per diem rate, which totals the annual maximum amount as deemed by the Respondent for program services. The Price Sheet will not be used for evaluation purposes. A final budget and a final fixed price/unit rate for the resultant Contract may be negotiated. For Respondent's proposing a FBDT program in more than one circuit, an Attachment S is required for each circuit where services will be delivered.
- I. It is **MANDATORY** that the Respondent submit financial documentation, as described in Section XX., I., 3., of this ITN, that is sufficient to demonstrate its financial viability to perform the Contract resulting from this ITN.
- J. It is **MANDATORY** that the Respondent's reply to this ITN include written communication from the school district where the proposed FBDT Program will be located, stating that the school district is aware of the Respondent's reply and agrees to work with the Provider, if awarded (see Attachment B., section XX., E., 1., e.). For Respondent's proposing a FBDT program in more than one circuit, written communication from the appropriate school district is required for each circuit where services will be delivered.

## VI. **SOLICITATION INFORMATION**

- A. The term "Respondent" refers to:

1. For purposes of Attachment D, "Respondent" is defined to also include: any and all subsidiaries of the Respondent where the Respondent owns eighty percent (80%) or more of the common stock of the subsidiary; the parent corporation of the Respondent where the parent owns eighty percent (80%) or more of the common stock of the Respondent; and any and all subsidiaries of the parent corporation of the Respondent where the parent owns eighty percent (80%) of the common stock of the Respondent and the parent's subsidiaries.
  2. For the purposes of the Dun & Bradstreet SQR: the proposing entity ("Respondent") named in the Transmittal Letter and the DUNS number listed there must match the company name and DUNS number listed on the D & B SQR.
  3. For all other purposes, the definition shall be as specified on the introductory page of this ITN.
- B. Respondents shall submit replies in one of the following formats:
1. Hardcopy & Electronic Reply
    - a. An original (which shall be identified as "Original" on the cover, and shall bear an original signature(s) on the Respondent's Transmittal Letter) and seven (7) copies of the Respondent's Volume 1 reply.
    - b. An original (which shall also be identified as "Original" on the cover and shall bear an original signature(s) on Attachment H – Budget for Probation Services – ~~March~~ April 2018, and two (2) copies of the Respondent's Volume 2 reply. For Respondent's proposing a FBDT program in more than one circuit, an Attachment H is required for each circuit where services will be delivered.
    - c. An original (which shall also be identified as "Original" on the cover) and two (2) copies of their Volume 3 reply; AND
    - d. A CD-ROM that contains the complete reply (Volumes 1, 2 and 3) saved in Microsoft Word and/or Excel. The signed transmittal letter (Volume 1, Tab 1), and the financial viability documentation (Volume 2, Tab 2 only) can be saved in PDF. The Attachment H must be submitted in Excel at a minimum. It is the intention of the Department to use the CD-ROM for purposes of electronic storage of the submission, so it must contain the complete reply.
- OR
2. Electronic Reply
    - a. A CD-ROM that contains the complete reply (Volumes 1, 2 and 3) saved in Microsoft Word and/or Excel. The transmittal letter (Volume 1, Tab 1), and the financial viability documentation (Volume 2, Tab 2 only) can be saved in PDF. The Attachment H must be submitted in Excel at a minimum. For Respondent's proposing a FBDT program in more than one circuit, an Attachment H is required for each circuit where services will be delivered. It is the intention of the Department to use the CD-ROM for purposes of electronic storage of the submission, so it must contain the complete reply.
- Additional instructions concerning reply submission:
3. Use of legible reproductions of signed originals is authorized for all copies of the reply unless specifically noted.
  4. E-mail submissions are not permissible.
  5. See instructions for reply preparation in Attachment B, Section XX.
  6. Evaluation and review of the reply will be based solely on information and documents submitted in the copies of Volumes 1, 2 and 3.
- C. All dates in this procurement, and other ITN requirements, are subject to change. Modifications of the schedule or changes to the ITN shall be provided through an addendum or informational notice, and posted on the MyFlorida.com website at: [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). Respondents are responsible for checking the website for any changes.

## VII. RESPONDENTS QUESTIONS

All inquiries shall be in writing and be sent to the Procurement Manager via e-mail at [Joanne.Parrish@djj.state.fl.us](mailto:Joanne.Parrish@djj.state.fl.us), by mail or by facsimile and shall be received by the date specified in the Calendar of Events (Section IV. B.) The Respondent is responsible for ensuring that the Procurement Manager received the inquiry. The Department will not take any further questions regarding the ITN document after close of business that day. The Department's responses to questions will be posted at: [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu) as an addendum to this ITN on or about the date specified in the Calendar of Events (Section IV. B.) Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any Respondent. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, 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 Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a reply.

**VIII. NUMBER OF AWARDS**

The Department anticipates the issuance of contracts by circuit as represented on page 1 of this ITN. The award(s) shall be made to a responsive and responsible Respondent.

**IX. FAILURE TO EXECUTE CONTRACT**

In the event no protest is filed within the prescribed timeframe, the Department will commence discussions to finalize the resulting Contract with the intended Respondent. If, for any reason, the Department and the intended Respondent fail to enter into the Contract, or if the Department determines that the Respondent is ineligible to participate due to its being convicted of a Public Entity Crime, debarred, suspended or otherwise prohibited from receiving federal or state funds, the Department may (1) attempt to contract with the Respondent who had been moved forward to the most recent round of negotiations, without posting of an additional Notice of Agency Decision or Addendum; (2) reject all replies and re-advertise the ITN; or (3) reject all replies. If the Department and the next Respondent fail to execute a Contract, the Department may (1) attempt to contract with a previous Respondent(s) until a Respondent willing to execute a Contract is found without posting of an additional Notice of Agency Decision or Addendum; (2) reject all replies and re-advertise the ITN; or (3) reject all replies.

**X. VENDOR REGISTRATION**

Prior to entering into a Contract with the Department, the selected Respondent(s) must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace (MFMP) System. To access online registration, log on to [www.myflorida.com](http://www.myflorida.com), and click on the 'MyFloridaMarketPlace / e-Pro' link under 'Hot Topics'. Once on the 'MyFloridaMarketPlace' website, click on the 'Online Vendor Registration' link to begin registration. In order to register, the following information is necessary:

- A. Company name
- B. Tax ID type and number – Social Security Number (SSN) or Federal Employer Identification Number (FEIN)
- C. Tax filing information, including the business name on the 1099 or other tax form (where applicable)
- D. Location information
  1. A business name for each company location (if different from the company name)
  2. A complete address for each location (including details for sending purchase orders, payments, and bills to each location)
  3. A contact person for each of the locations
- E. Commodity codes that describe the products and/or services the company provides
- F. The company's CMBE (Certified Minority Business Enterprises) information
- G. State-issued sequence number —available from DMS by faxing a request on company letterhead to 850-414-8331.

**XI. CONTRACT PERIOD AND RENEWAL**

The resulting Contract is expected to be executed on or around **February 15, 2019**, with services to youth beginning on **June 3, 2019 June 1, 2019**, and shall end at **11:59 p.m. on June 2, 2024 May 31, 2024**. The Department may renew the Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original contract, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department.

**XII. TYPE OF CONTRACT CONTEMPLATED**

The payment methodology for the resulting Contract will be fixed price / unit rate. A copy of a sample contract containing all required terms and conditions is included as Attachment G.

**XIII. DESIGNATION OF CONTRACT UNDER THE FLORIDA SINGLE AUDIT ACT**

- A. All contracts with the Department are classified as either Recipient/Sub-Recipient, FSAA Exempt or Vendor contracts. The Department determines the program's classification using the Florida Single Audit Act (FSAA) Checklist for Non-State Organizations. It is the Department's determination that the Contract resulting from this solicitation is a Vendor contract, pursuant to paragraph 215.97(2)(q), Florida Statutes.
- B. Statutory and rule requirements for the Respondent for both types of contract are specified in Attachment G, Section VI. FINANCIAL AND AUDIT REQUIREMENTS.

**XIV. FUNDING AMOUNT**

- A. Please see Attachment A, Section V., for funding availability.
- B. The Department reserves the right to negotiate a Contract (including the per diem rates for bed, slots, and services) based on the services to be provided. The final funding available for contracted services is determined by the Department at its sole discretion.

**XV. FINANCIAL CONSEQUENCES**

- A. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with the FDJJ Policy 2000 (Revised 02/08/18) for the following:
  1. Failure to submit a Corrective Action Plan (CAP) within the specified time frame(s);
  2. Failure to implement the CAP for identified deficiencies within the specified time frame(s); and/or,
  3. Upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within the specified time frame(s).
- B. The Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
  - Total contracted slots X per diem rate X 5.0% = Financial Consequence. Imposition of consequences shall be per deficiency per day.
- C. Upon the Department's decision to impose financial consequences, written notification will be sent to the Respondent. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Department's Contract Manager shall deduct the amount of financial consequences imposed from the Respondent's next monthly invoice as specified in the written notification.
- D. If the Respondent has a grievance concerning the imposition of financial consequences for noncompliance, the Respondent shall follow the dispute process that is outlined in the resulting Contract, outlining any extenuating circumstances that prevented them from correcting the deficiency (ies).

**XVI. RESERVED****XVII. SUBCONTRACTING**

- A. The Respondent shall not subcontract, assign, or transfer any of the services sought under this ITN, without the prior written consent of the Department.

- B. The Department supports diversity in its Procurement Program and requests that Respondents use all subcontracting opportunities afforded by this solicitation to embrace diversity. The award of subcontracts by Respondents should reflect the full diversity of the citizens of the State of Florida. The Office of Supplier Diversity (OSD) website <http://osd.dms.state.fl.us/> includes a list of Certified Minority Business Enterprises (CMBEs) that could be offered subcontracting opportunities.

**XVIII. FAITH-BASED NON-DISCRIMINATION CLAUSE**

Pursuant to paragraph 985.404(3)(b) and (c), Florida Statutes, the Department intends that, whenever possible and reasonable, it will make every effort to consider qualified faith-based organizations on an equal basis with other private organizations when selecting Respondents of services to juveniles.

**XIX. ELABORATE REPLIES**

It is not necessary to prepare replies using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Replies should be prepared in accordance with the instructions herein. The Department is not responsible for and, therefore, shall not reimburse any costs incurred in the preparation or submission of the reply submitted in response to this ITN. The Department shall be liable for payment only as provided in a fully executed Contract.

**XX. GENERAL INSTRUCTIONS FOR PREPARATION OF THE REPLY**

The instructions for this ITN have been designed to help ensure that all replies are reviewed in a consistent manner, as well as to minimize costs and response time. **INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS MAY NOT BE REVIEWED.**

All replies 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, Transmittal Letter"), so that the Department can easily turn to "Tabbed" sections during the review process. Failure to have all copies properly "tabbed" makes it difficult for the Department to review the reply. Failure of the Respondent to provide any of the information required in the hard copy and/or electronic copy of the ITN Reply (Volume 1, 2, or 3 as specified), and/or in the correct Volume and Tab as detailed below, shall result in no points being awarded for that element of the evaluation/review.

The Reply shall consist of the following sections:

A. Transmittal Letter – Volume 1, Tab 1

It is **MANDATORY** that the reply contains a fully completed transmittal letter that must be drafted, signed and submitted on the Respondent's letterhead by an individual who has the authority to

bind the Respondent and provide all of the following information:

1. The Respondent's official name (the company name), address, telephone number, email address, the name and title of the Respondent's official who will sign any contract, (this individual shall have the authority to bind the Respondent and shall be available to be contacted by telephone, email or attend meetings, as may be appropriate regarding the solicitation), Federal Employee Identification Number (including the State of Florida Vendor Sequence Number, if available), and DUNS Number. The company name and DUNS Number must match the company name and DUNS number on the SQR. If the State of Florida Vendor Sequence Number is not available, please make that statement, and the Department will collect the information prior to Contract award.
2. If the proposing entity is a "DBA" or "Doing Business As", the Respondent shall state the reason for it.
3. The statement: "On behalf of (*insert Respondent's name*), this letter certifies that (*insert Respondent's name*) agrees to all terms and conditions contained in the Invitation to Negotiate for which this reply is submitted."
4. The statement: "On behalf of (*insert Respondent's name*), this letter certifies that (*insert Respondent's name*) has met all conditions and requirements of Attachment C, including that neither it nor its principals are presently debarred, suspended, or

proposed for debarment, or have been declared ineligible or voluntarily excluded from participation in this Procurement and subsequent contract by any federal department or agency.”

5. The Statement: “On behalf of *(insert Respondent’s name)*, this letter certifies that neither *(insert Respondent’s name)* or anyone acting on its behalf, have contacted anyone, between the release of the solicitation and due date of this solicitation, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents.”
  6. The Statement: “On behalf of *(insert Respondent’s name)*, this letter certifies that *(insert Respondent’s name)* agrees to be responsible for the reporting of all admissions and releases in the Juvenile Justice Information System (JJIS) within twenty-four (24) hours of the admission/release dates and for updating the projected release dates of youth at a minimum of once per week if required by this ITN”
  7. The statement: “On behalf of *(insert Respondent’s name)*, this letter certifies that *(insert Respondent’s name)* is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria (pursuant to Florida Statutes 215.472, 215.4725, 215.473, and 287.135)”.
- B. Facility / Site Requirements Certifications and Attestation (for Respondent’s Proposing use of a Respondent Owned/Leased Facility) (Attachment E) – Volume 1, Tab 1  
It is **MANDATORY** that the Respondent sign and submit with the Transmittal Letter, the Attachment E, “Facility/Site Requirements Certification and Attestation” with all required attachments and letters, for each program location in the area where services are proposed. If the Respondent is proposing a facility they do not currently own/lease, it is **MANDATORY** that documentation be submitted which demonstrates the proposed facility is on the market for sale/lease and will be available to the Respondent upon award of the resulting contract. This documentation must be included behind Attachment E. For Respondent’s proposing a FBDT program in more than one circuit, an Attachment E is required for each circuit where services will be delivered.
- C. Cross Reference Table (Attachment O) - Volume 1, Tab 1  
In order to assist the Respondent in its development of a responsive submittal (i.e. reply, proposal), the Respondent shall provide a table that cross-references the contents of its reply with the contents of the ITN (see Attachment O to this ITN for the cross-reference table.) This is a **MANDATORY** requirement. The Respondent shall insert the cross-reference table in Volume 1, Tab 1, just after the Transmittal Letter. Respondents are advised that the Department’s ability to conduct a thorough review of replies is dependent on the Respondents ability and willingness to submit replies which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the responsibility of the Respondent. The Respondent shall ensure sections of the reply are properly identified by specific page number(s), specific to the requested documentation in Attachment O.
- D. Certificate of a Drug-Free Workplace (Attachment K) – Volume 1, Tab 1  
The reply may contain the certification of a drug-free workplace in accordance with section 287.087, Florida Statutes, if desired by the Respondent; for preference in the event of a tie in the scoring of a competitive solicitation. This is not a mandatory requirement. The certification form (Attachment K) is available at: <http://www.djj.state.fl.us/partners/procurement-and-contract-administration>.
- E. Technical Reply - Volume 1, Tab 2  
The Technical Reply shall contain the following sections in the following sequence, and Respondents must provide thorough and specific replies in the narrative for how they propose to address each of the requirements as specified in Paragraph one (1) below. Respondent’s replies must follow the format described in this section.
1. Written Narrative Reply on Vendor Eligibility and Qualifications

The written narrative portion of the reply shall be submitted on the CD-ROM in “PDF” format AND a Microsoft Word format. Prior to converting to a “PDF”, the reply must be typed, on letter-sized (8-1/2” x 11”) paper, using 12-point type, TIMES NEW ROMAN font, single-spaced, and 1-inch margins (top, bottom and sides). Pages must be numbered in a logical, consistent fashion and must not exceed seventy (70) pages including attachments and exhibits (excluding Department-required Attachments, e.g. Organizational Chart, Activity Schedule, etc.) Any floorplans, exhibits, attachments, charts, tables, photos, maps, diagrams, or other resource materials that support the information provided in the written reply shall be referenced within the written reply narrative and shall be numbered for reference and presented at the end of the written reply. Illegible replies will not be evaluated, and pages submitted in excess of the specified limit will be removed prior to evaluation and will not be evaluated.

- a. Introductory Statement  
Provide an introductory statement of the general program strategy and methodologies that will be used to achieve the goals of the FBBDT Program. Explain what makes your organization’s proposed program a maximized Facility Based Day Treatment program, explaining the anticipated long-term results that will benefit program participants. There are no points awarded for this category.
- b. Management Competencies and Capabilities  
Describe in narrative format your organization’s approach to plan, control, and manage oversight of the FBBDT Program services and the DJJ alternative school, including how management will ensure that staff-to-youth ratios and therapist caseloads are maintained at appropriate, effective and manageable levels; training is consistent with Department requirements; and, staff possess qualifications and professional experience to provide services as specified in this ITN. Provide a copy of your organization’s corporate organizational chart and a description of the corporate organizational structure, as well as a program organizational chart for the proposed FBBDT Program in the geographical county areas of the Circuits on page 1 of this ITN, which illustrates lines of supervision. Describe your organization’s past experiences providing management and oversight of programs delivering services to at-risk or delinquent youth, similar to the services sought in this ITN.
- c. Overview of Minimum Service Requirements (Attachment A-1)  
Describe your organization’s understanding and approach to the service tasks that will ensure compliance with the minimum service requirements set forth in the ITN, including all rules and regulations, specifically addressing all sections of Attachment A-1 of the ITN document.
- d. Understanding of Target Population  
Describe your organization’s understanding of the needs of the target population, including criminogenic risk factors, status, specialized gender needs, and other components that contribute to delinquency, and your approach to identifying and meeting the needs of the target population.
- e. DJJ Alternative School / Educational Component  
Describe your organization’s approach to partnering with the local school district for them to either provide educational services directly to youth at the FBBDT program or for your organizations approach to providing the educational component at the FBBDT Program directly and your agreement to work directly with the Local County School District(s) to ensure all requirements for the DJJ Alternative School will be complied with by the FBBDT Program start date. Identify specifically how your proposed agreement with the Local County School District(s) will work for each FBBDT program site, including who will be responsible for the teachers, educational space and equipment, other school supplies and resources, and how funding will be tracked separately from DJJ FBBDT funds and



resources. Identify any funding you expect to receive from the local county school district. The Respondent's reply to this ITN shall include written communication from the school district where the proposed FBDT Program will be located, stating that the school district is aware of the Respondent's reply and agrees to work with the Provider, if awarded. For Respondent's proposing a FBDT program in more than one circuit, written communication from the appropriate school district is required for each circuit where services will be delivered.

f. Smaller Day Treatment Facility / Home Environment

Describe your organization's approach to providing services in a smaller facility, offering more of a home-like environment geared toward optimized services and program effectiveness. Provide a copy of the FBDT program's weekly service/activity schedule, including weekends, that illustrates that required interventions, activities and tasks will be provided and how staff will deliver supportive relationships to youth daily throughout their program participation. Provide a detailed description and photographs of the proposed facility/site location and the surrounding neighborhood for your proposed facility site, demonstrating the facility is not located near bars, clubs, gambling sites/casinos and/or adult clubs, and demonstrating sufficient space indoors and outdoors for activities including recreational activities.

g. Transportation

Describe your organization's plan for transportation that demonstrates a fully funded transportation program and understanding of how transportation is a critical need to support the FBDT program(s). Provide methods of transportation (vehicles, buses, staff cars) and whether Respondent owned/leased vehicles, insurance, staff requirements for transporting youth, and how compliance with DJJ policy and requirements from the Attachment A and Attachment A-1 on transportation will be met. Address how weekend activities, community referrals, and outside appointments during program hours will be coordinated and staff responsible for coordination and transportation. (Note: DJJ Transportation policy is available on the Department's website).

h. Individualized Treatment / Service Planning

Describe your organization's approach to the youth's individualized service planning, including criteria and components to be addressed, documentation to be reviewed, staff responsible for service planning, review frequency, and how intervention and treatment will be documented. Explain how your approach is individualized and how addressing service needs of the youth in this manner will optimize program delivery and the benefits to be achieved through the methods described. Describe your organization's approach to treatment planning as set forth in Rule 63N-1, F.A.C.

i. Delinquency Interventions

Describe in detail, your proposed delinquency intervention, including Evidence-Based Practices (EBP), Promising Practices (PP) and Practices with Demonstrated Effectiveness (PDE), that your organization has selected to provide from Exhibit 4, Pick List of DJJ Approved Delinquency Interventions. Complete the Exhibit 5, and return it in this section of your reply. Include your understanding of how your proposed intervention services will be delivered in accordance with the model curriculum, how services will be monitored for fidelity, how criminogenic risk factors of youth are addressed by the intervention, and how road blocks to treatment will be addressed. If the Respondent is proposing services in multiple circuits, then indicate if different modalities will be provided or if the same modality will be provided at each proposed program. If different modalities

will be provided, include an Exhibit 5 for each circuit where services are being proposed.

- j. Mental Health / Substance Abuse Treatment Services  
Describe your approach to ensuring youth receive necessary and appropriate mental health and/or substance abuse treatment services as determined necessary through assessments as set forth in Rule 63N-1, F.A.C. Describe how services will be provided on-site by the Respondent staff. In the event services are necessary to be provided off-site, describe how subcontracted mental health/substance abuse providers will be utilized and/or how referrals for services in the community will be made. Describe the process for ensuring off-site providers meet the qualification for MH/SA staff as set forth in the ITN. Address transportation and documentation of services provided to youth in accordance with the requirements set forth in the ITN, statutes, rules and regulations.
- k. Supportive Relationships / Constant Supervision  
Describe the proposed program approach to ensure each youth will receive round the clock supportive relationships through case management, contacts and coaching, supervision, on site and off site, including weekends. Describe an interaction with youth and family during traditional and non-traditional work hours. Describe an example of information and resources to be offered to youth and families as part of the supportive relationship. Describe the frequency, duration, contents, and methods to be employed by Respondent staff in delivering supportive relationships, coaching and supervision, and anticipated benefits of these relationships.
- l. Structured Activities / Skills Training and Support Services  
Describe your organization's proposed structured activities, skills training and support services that are to be provided to program youth and how Case Managers will make referrals that will allow for each youth's individualized needs to be addressed through these services. Describe the time frames within the weekly schedule that these activities will be available for youth. Explain your understanding of the linkages between these activities, aftercare in the community, and development of good employment candidates, outlining the anticipated benefits to youth for the selected services.
- m. Focus on Aftercare  
Describe the service tasks and proposed activities that demonstrate how your organization will ensure that youth participating in the Day Treatment program will be prepared for the aftercare period following discharge. (Consider transition planning; skills development; how the youth will become a productive, contributing member of the community; and, explain how these tasks will further the Department's overarching goal of reducing recidivism and turning around the lives of these youth.)
- n. Family Engagement / Involvement  
Explain your understanding of the need for, and the benefits of, family engagement/involvement for the target population. Describe the service tasks and proposed activities that demonstrate how your organization will support family engagement and your understanding of the needs for the family unit that will assist the youth when residing in the community after program discharge. Outline any specific family engagement activities that will be employed, including the frequency and tasks.
- o. Staffing and Personnel  
Describe the Respondent's number and type of proposed program staff that will operate and deliver the FBDT program services as specified in the ITN. Include the youth to staff ratio's to be maintained for case managers and caseload for therapeutic staff. The Respondent's proposed staffing plan shall identify all program staff, as applicable, including Program

Directors, Case Managers, Supervisors, Mental Health Clinical Staff, Substance Abuse Clinical Staff, Administrative Workers, Transportation staff, Food Service Staff, etc. If the Respondent is proposing FBDT services in more than one circuit, a staffing plan must be submitted for each proposed site location.

Describe the qualifications of all staff positions proposed, and include job descriptions for each type of position.

Provide a staff training plan that outlines all DJJ required Direct Services Staff training, Respondent employee training and modality/intervention required training that must occur to provide services as specified in the ITN. List each topic, and how it will be delivered (Learning Management System, Instructor Led). Indicate how training documentation will be maintained and submitted to the Department's Office of Staff Development & Training.

Describe your operational approach to the recruitment, training, supervision and retention of staff to provide services and describe your backup plan for ensuring staff absences and vacancies will be filled to ensure uninterrupted services for FBDT youth. Describe your organization's approach to recruitment of culturally diverse and bilingual staff who are able to meet the unique cultural and gender specific needs of the proposed population.

p. Implementation Plan

Describe your understanding of the tasks involved, with dates and time frames necessary for program service implementation as soon as possible, but no later than January 1, 2019, which specifically address key pre-operational points, including but not limited to the following:

- a. finalizing site arrangements and ordering fixtures and furnishings for the FBDT program facilities in the Circuit(s) proposed.
- b. obtaining Local and State facility inspections
- c. developing agreements with the Local County School District(s) for the programs in the Circuit(s) proposed that indicate the DJJ Alternative School/educational component will be ready to start in June 2019 per the local county school district's DJJ alternative school calendar in the Circuit proposed.
- d. Meal and snack preparation and delivery to youth, and where youth will eat.
- e. advertising, hiring, background screening (DJJ and LCSB as applicable).
- f. training staff for direct care and other training, including training in any modalities to be delivered.
- g. identifying local subcontractors for any services not on site, and executing subcontracts.
- h. compliance with all pre-operational requirements outlined in the ITN which are needed prior to service delivery.

F. Presentation (included with Negotiations)

1. The Presentation must be presented at the beginning of round one Negotiations and submitted as PowerPoint file with eight (8) hard copies of the entire power point presentation to be submitted to the Procurement Manager at the beginning of the presentation. The Presentation should address the components listed below, at a minimum. Additional information about the Negotiation process is found in Attachment F, Section D., 4.

There is not timeframe attached to the Presentation, as it shall be integral to the negotiation session(s) and both parties may dialogue and ask questions during the presentation.

- a. Present an overview of the specific program services and activities that the Respondent believes will make your proposed FBDT program for DJJ youth successful. Include any component of your proposed service

delivery that further the Department's goal for the target population and move toward success after program completion. Discuss how the program plans to engage youth and their families to attend and participate. Explain in detail why the Respondent thinks FBDT as proposed will assist in stopping the "revolving door" for youth returning to the criminal justice system.

- b. Describe your experience providing services that are similar to the services sought by this ITN. Present a brief overview of the specific FBDT program services and activities that the Respondent believes will make your proposed program(s) an optimized Facility Based Day Treatment (FBDT) program for DJJ youth.
- c. Describe the needs assessment and individualized service planning process for youth that will be employed. Specify any specific assessment tools to be used. Describe your organization's understanding of core criminogenic needs (identify/address how program services will address each of those needs that may be found in youth) and be set forth in the youth's YES Plan.
- d. Indicate the delinquency interventions proposed (from the pick list) and present the reasons behind your choice and outline any previous successes or failures your organization has had with delivering the proposed types of EBP's, PP's, or PDE. Discuss your organization's understanding of core criminogenic needs (identify/address how program services will address each of those needs that may be found in youth).
- e. Provide an overview of how supportive relationships, including one-on-one contact, for youth will be provided by staff, outlining the details in your reply. Describe how staff will be fully committed to the youth that they are partnered with a goal of support, pro-social modeling, building rapport, and identify what types of activities on-site and off-site will be utilized to build such relationships.
- f. Provide a brief outline of other program services and tasks required in the ITN to be conducted with youth to include, but not be limited to case management, community supervision, your behavior management system, youth employment, and structured activities and support services.
- g. Present your experience working with DJJ Alternative Schools or educational components within a program setting. Describe your knowledge of State education requirements (in general) to be provided with specific details regarding the FBDT Educational component (i.e. class structure, size, how school planning days will be handled for program participants.) Describe your anticipated agreement with the Local County School Districts for the programs in the Circuit(s) proposed will work, in regards to provision of teachers, FTE funding, food service and transportation funding and how any school district funds will not be co-mingled with FBDT Program funding. Indicate if you have had contact with the Local County School Districts to discuss these issues and if awarded a contract the timeframes an agreement between your organization and the local school districts will be finalized.
- h. Provide an overview with pictures and floorplans of your proposed facility outlining educational space, programming space, where groups and individualized services (counseling/mentoring) will be provided, structured activity space, and recreational area/outdoor space. Describe what makes your proposed space more of a home-like, comfortable environment and provide an overview of why you think the proposed site is an appropriate location to facilitate the Facility Based Day Treatment Program.
- h. Describe your organizations plan for Family Engagement/Involvement and any special activities such as family meals, special family day activities, etc., that will be offered to help promote family engagement at the facility.

- i. Present an overview of your proposed transportation plan that meets the requirements of Attachment A and Attachment A-1, with pick-up from and delivery to, the youth's home and to appointments off site that are part of the youth's service plan, and for activities on weekends.
- j. Describe your understanding of the Department JJIS system, the requirements for use in the ITN, and specifically the Evidenced-Based System (EBS) component requirements for entering Intervention data.
- k. Discuss your proposed FBDT staffing plan(s), lines of authority, positions by title, and duties to be assigned to staff. Specifically discuss Mental Health and Substance Abuse staff, services that staff will provide, and use of non-licensed staff if applicable.
- l. Discuss your proposed implementation timeline: Indicate how and when, from the day of potential contract award, that the following will take place:
  - 1) Facility/site preparation to include:
    - a) purchase closing or signing of lease if applicable,
    - b) buildouts if necessary,
    - c) installation of required fire and sprinkler systems, etc., as applicable,
    - d) Local County, Fire Marshall and School District inspections will occur,
    - e) Meal preparation and delivery to youth, including a description of the space where youth will eat.
  - 2) Staffing to include time frames for:
    - a) Hiring staff,
    - b) Training of staff,
    - c) Background screening staff, knowledge of the State Clearinghouse, and the updated DJJ Background Screening policy referenced in the ITN.

**G. Reserved**

**H. Client Contact List (Attachment R) – Volume 1, Tab 3**

If the Respondent does not currently conduct business with the Department, it is **MANDATORY** that the Respondent submit Attachment R (Client Contact List) with a minimum of three clients contacts. This list is a part of the technical response, and is required in order for the reply to be considered complete.

- 1. The Attachment R must be completed and submitted with at least three previous or current clients for whom the Respondent has delivered services as described in Attachment A and Attachment A-1. Clients are expected to be businesses or other organizations and cannot be parents/guardians, students, or minors.
- 2. The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge.
- 3. The Department shall not be listed as a reference. If the Respondent has only provided these same or similar services to the Department, the Respondent is to include an attestation statement from the individual with authority to bind the Respondent in place of the Attachment R.
- 4. Hardcopies submitted within the technical proposal or copies submitted electronically on the CD-ROM with the proposal to the Procurement Manager are acceptable.

**I. Financial Proposal (Volume 2)**

**1. Budget– Volume 2, Tab 1**

- a. It is **MANDATORY** that the Respondent complete and submit a signed Attachment H – Budget for Probation Services – **March April** 2018. For Respondent's proposing a FBDT program in more than one circuit, an Attachment H is required for each circuit where services will be delivered. The Department will negotiate a fixed price / unit rate contract with the successful Respondent, ensuring that all budgeted costs are reasonable, allowable and necessary for program operations. The price proposed in

the initial reply shall be reviewed by the Department's negotiation team based on proposed costs being reasonable, allowable, and necessary for program operation and further negotiated. **Please ensure that all costs are covered, all titles/positions (including # or how many) match as outlined in the reply and specific line item detail is included. Ensure that the total amount matches the Attachment S (Price Sheet).**

2. Attachment S – Price Sheet – Volume 2, Tab 3

It is **MANDATORY** that the Respondent complete and submit a signed copy of the Attachment S (Price Sheet) indicating the number of slots and the per diem rate, which totals the annual maximum amount as deemed by the Respondent for program services. The Price Sheet will not be used for evaluation purposes. A final budget and a final fixed price/unit rate for the resultant Contract may be negotiated. For Respondent's proposing a FBDT program in more than one circuit, an Attachment S is required for each circuit where services will be delivered.

3. Financial Viability Documentation – Volume 2, Tab 2

a. It is **MANDATORY** that the Respondent provide in Volume 2, under Tab 2, financial documentation, for either **Option #1 or Option #2** below sufficient to demonstrate its financial viability to perform the Contract resulting from this ITN (see Attachment F., A., 4., Financial Viability Criteria Mandatory Evaluation Criteria). Documentation is reviewed on a pass/fail basis. If the Respondent fails to pass the option they selected, the reply shall be rejected as non-responsive and not evaluated further. Failure to provide either option will result in disqualification of the reply.

1) Option #1: D & B Supplier Qualifier Report

If selecting this option, the Respondent shall submit a copy of the Dun & Bradstreet Supplier Qualifier Report reflecting a Supplier Evaluation Risk (SER) rating dated within sixty (60) days of the release of this ITN. The Respondent's company name and DUNS Number must match the company name and DUNS number on the SQR. The Respondent may request the report from D&B by clicking the website noted for Attachment I (Supplier Qualifier Report Request) and follow the directions in the Attachment. The Respondent shall pay D&B to send the Supplier Qualifier Report (SQR) to the Respondent and the Department through electronic means. The cost of the preparation of the D&B report shall be the responsibility of the Respondent. In addition, it is the duty of the Respondent to ensure the timely submission of a D&B report that accurately reflects the proposing entity. If the Department cannot determine on the face of the documents that the SQR report is that of the proposing entity, then the Department may disqualify the submission. Respondents are advised to allow sufficient time before the reply due date for the D&B processing.

**OR**

2) Option #2: Financial Audits

If selecting this option, the Respondent shall submit the most recent available and applicable financial documentation that shall include the most recently issued audited financial statement (or if unaudited, reviewed financial statements, in accordance with "Statements on Standards for Accounting and Review Services" issued by the American Institute of Certified Public Accountants (SSARS). If the balance sheet date of the most recent, available audited or reviewed financial statements are earlier than sixteen (16) months from the issue date of the ITN, the Respondent must provide compiled financial statements in accordance with SSARS, with a balance sheet date no earlier than six months from the date of the ITN, along with the most recently issued or reviewed financial statements, with a balance sheet date no earlier than

twenty-four (24) months of the issue date of the ITN. The Department shall use its discretion in utilizing one or both financial statements to determine the given ratios and other financial information. The financial statements shall include the following:

- a) The accountant's reports on the financial statements;
- b) Balance sheet;
- c) Statement of income or activities;
- d) Statement of retained earnings (except for non-profit organizations);
- e) Statement of cash flows;
- f) Notes to financial statements;
- g) Any written management letter issued by the auditor to the Respondent's management, its board of directors or the audit committee; and
- h) If the Respondent is subject to the Federal Single Audit Act (for programs operating in the State of Florida) or the Florida Single Audit Act, include a copy of the most recently issued: Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements performed in Accordance with Government Auditing Standards; and Report on Compliance with Requirements Applicable to Each Major Program and State Project and on Internal Control over Compliance in Accordance with OMB Circular A-133 and Florida Single Audit Act;  
OR
- i) If the Respondent is a sole proprietor or non-corporate entity, the Respondent shall provide financial documentation that is sufficient for DJJ staff to determine the financial ratios, revenues, and equity indicated in Option 2 criteria including applicable financial statements, income tax returns and other documents.
- j) Failure to provide any of the aforementioned financial information may result in reply disqualification.
- k) The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Respondent is a privately held corporation or other business entity whose financial statements are audited, such audited statements shall be provided.
- l) The Department also acknowledges that a Respondent may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the Respondent has the financial capability of performing the contract to be issued pursuant to this ITN. The Respondent MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the Respondent itself. At the Department's discretion, the consolidated financial information from a parent company that was submitted in lieu of the Respondent's financial information may be utilized.
- m) If a Respondent submits a financial audit which is determined to have passed the financial viability criteria, the Department's Bureau of Procurement and Contract

Administration will provide a letter to the Respondent that can be submitted in lieu of resubmitting financial audits/financial documentation in a future procurement, as long as the future ITNs reply due date is within twelve (12) months of the Respondent's last audited financial statement. The period of time for which the letter is valid will be based off the date the Respondent's audit was completed.

4. Certified Minority Business Enterprise (CMBE) Utilization Plan – Volume 2, Tab 3  
The Respondent shall describe its plan and/or methods to encourage diversity and utilize minority businesses in the performance of the services described in this solicitation. The information provided in this section shall address the plan described in the CMBE Utilization Plan (available at <http://www.djj.state.fl.us/partners/procurement-and-contract-administration>) of the ITN. The Respondent shall also include documentation supporting the CMBE Utilization Plan, for each Florida CMBE listed that the Respondent intends to utilize in the program procured. Florida CMBEs must meet all CMBE eligibility criteria and be certified as a CMBE by the Office of Supplier Diversity (OSD) of the Florida Department of Management Services. The documentation shall be a one (1) page letter supplied by the CMBE on its letterhead stationery, stating the intent of the CMBE to participate in the program and clearly identifying the Department Solicitation Number. No points will be awarded for the CMBE Utilization Plan.

J. Past Performance – Volume 3

1. The purpose of this section is for the Respondent to demonstrate its knowledge and experience in operating similar programs by providing information requested on Attachment D, Part I or II and/or III.
2. Respondents demonstrating Past Performance in Florida shall limit the Past Performance section to no more than **fifteen (15) pages**. These pages shall include the information requested on Attachment D, Part I and/or III and all required supporting documentation.
3. For Respondents demonstrating Past Performance outside of Florida, Past Performance documentation shall not be limited to fifteen (15) pages. These pages shall include the information requested on Attachment D, Part II and/or III and all required supporting documentation.
  - a. Respondents shall provide, if applicable, the information requested on Attachment D, Part I, II, and/or III, regarding its Past Performance in the State of Florida (Part I); information regarding Past Performance in the United States outside of the State of Florida (Part II); and information regarding programs operated by the Respondents that have attained professional accreditation (Part III).
  - b. Respondents shall attach dated supporting documentation for Part II and/or III, if applicable.
  - c. Failure to provide the information requested in Attachment D, Part II and/or III for this ITN or supporting documentation, if applicable, shall result in a zero (0) score for that Part.
  - d. All documentation provided for Parts II or III of Attachment D must include the start and end dates, be current dated and valid at least through the start date of the Contract that results from this ITN. The documentation must state that the program is a non-residential commitment program and that it is run by the Respondent. The Department is not responsible for research to clarify the Respondent's documentation.
  - e. Respondents shall include the information requested in Attachment D, Part I or II and/or III for this ITN and the required supporting documents in Volume 3. Further instructions on how to complete this section may be found in Attachment D.



**XXI. ADDITIONAL REQUIREMENTS FOR RESPONDENTS SELECTED FOR CONTRACT AWARD**

Respondents selected for Contract award must submit the following information and/or document prior to Contract execution.

- A. Answers to One Florida Initiative Questions (page 2 of ITN);
- B. Respondent's State of Florida Vendor Sequence Number; and
- C. The name, title, address, telephone number, and e-mail address of the prospective Respondent's Contract Manager. Note: this is not DJJ's assigned contract manager.

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**ATTACHMENT C  
SPECIAL CONDITIONS**

**I. SPECIAL CONDITIONS**

Pursuant to Rule 60A-1.002(7), Florida Administrative Code, an agency may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over Form PUR 1000 and PUR 1001 unless the conflicting term is statutorily required, in which case the term contained in the form shall take precedence.

**II. PUR 1000(1)**

This form contains the General Contract Conditions - Incorporated by Reference and available at: [http://dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasingforms](http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasingforms).

**III. PUR 1001(1)**

This form contains the General Instructions to Respondents - Incorporated by Reference and available at: [http://dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasingforms](http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasingforms).

**IV. SUBMISSION OF REPLIES**

Replies are required to be submitted according to the instructions in Attachment B of the solicitation.

**V. LIMITATION ON CONTACT OF DEPARTMENT PERSONNEL**

- A. Contact Other than During the Negotiations Phase  
Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, 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 Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a reply. All communications from Respondents shall be in writing (by e-mail, facsimile or mail), and cite the subject solicitation number and be directed to the attention of the Procurement Manager.
- B. Contact During the Negotiations Phase  
During the negotiations phase of this ITN:
1. Any contact and communication between the members of the negotiations team for the prospective Respondent(s) with whom the Department is negotiating and the negotiation team for the Department is permissible, but only "on the record" (as required by s. 286.0113(2), Florida Statutes) during the negotiations meetings; and
  2. Communication between the lead negotiator for the Respondent with whom the Department is negotiating and the lead negotiator for the Department outside of the negotiations meetings is permissible as long as it is in writing.
- C. Violation of Contact Limitations  
Violation of the above provisions of this ITN will be grounds for rejecting a reply, if determined by the Department to be material in nature. Violation is material in nature if the contact (oral, electronic, or written):
1. Is heard or read by a person, prior to the completion of that person's final duties under this ITN, which person is responsible for reviewing, evaluating, scoring, ranking, and/or selecting vendors under this ITN, or for advising any such person;
    - a. Advocates for the selection of the prospective Respondent, the disqualification of any other Respondent, or the rejection of all bids;
    - b. Comments on the qualifications of any bidder or the responsiveness of any bid;
    - c. Presents additional information favorable to the Respondent or adverse to another Respondent; or,
    - d. Otherwise seeks to influence the outcome of this ITN;

2. May not be waived as a minor irregularity by virtue of the nature, intent, and extent of the information conveyed.

The foregoing does not preclude a determination by the Department that other forms of contact are material violations of the provisions of this ITN.

## **VI. DEPARTMENT RESERVED RIGHTS**

- A. **Waiver of Minor Irregularities**  
The Department reserves the right to waive minor irregularities when to do so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITN which does not affect the price of the reply or give the Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition and does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so. In doing so the Department may request a Respondent to provide, and at the request of the Department the Respondent may provide to the Department, clarifying information or additional materials to correct the irregularity. However, the Department will not request and a Respondent may not provide the Department with additional materials that affect the price of the reply, or give the Respondent an advantage or benefit not enjoyed by other Respondents.
- B. The Department reserves the right to modify non-material terms of the ITN prior to execution of the Contract resulting from this ITN, when such modification is determined to be in the best interest of the State of Florida. Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Respondents deemed eligible for Contract award. Failure to provide the requested information may result in rejection of the reply.
- C. **Right to Inspect, Investigate and Rely on Information**  
In ranking replies for negotiation and in making a final selection, the Department reserves the right to inspect a prospective Respondent's facilities and operations, to investigate any Respondent representations and to rely on information about a Respondent in the Department's records or known to its personnel.
- D. **Reserved Rights After Notice of Award**
  1. The Department reserves the right to schedule additional negotiation sessions with Respondents identified in the posting of a Notice of Award in order to establish final terms and conditions for contracts with those Respondents.
  2. The Department reserves the right, after posting notice thereof, to withdraw (cancel) or amend its Notice of Award and reopen negotiations with any Respondent at any time prior to execution of a contract.
- E. The Department reserves the right to withdraw (cancel) the ITN at any time, including after an award is made, when to do so would be in the best interest of the State of Florida and by doing so assumes no liability to any vendor.
- F. The Department reserves all rights described elsewhere in this ITN.

## **VII. FIRM REPLIES**

The Department may make an award within one hundred twenty (120) days after the date of the opening, during which period replies shall remain firm and shall not be withdrawn (cancelled). If an award is not made within one hundred twenty (120) days, the reply shall remain firm until either the Department awards the Contract or the Department receives written notice from the Respondent that the reply is withdrawn (cancelled).

## **VIII. TERMS AND CONDITIONS**

All replies are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- A. Technical Specifications
- B. Special Conditions
- C. General Instructions for the Preparation and Submission of Replies (Attachment B)
- D. Instructions to Respondents (PUR 1001[1])
- E. General Conditions (PUR 1000[1])

F. **Introductory Materials**

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's reply. In submitting its reply, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a reply, shall be grounds for rejecting a reply.

IX. **CONFLICT OF INTEREST**

This solicitation is subject to chapter 112, Florida Statutes. Respondents shall disclose within their reply the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent or its affiliates.

X. **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 Respondent considers any portion of the documents, data or records submitted in reply 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 Respondent must also simultaneously provide the Department with a separate redacted copy of its reply 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 Respondent on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Respondent submits its reply to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The Respondent shall be responsible for defending its determination that the redacted portions of its reply are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its reply are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its reply, the Department is authorized to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.

XI. **PROTESTS**

Any protest concerning this solicitation shall be made in accordance with subsections 120.57(3) and 287.042(2), Florida Statutes and Rule 28-110, Florida Administrative Code. Questions to the Procurement Manager shall not constitute formal notice of a protest. It is the Department's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

- A. Paragraph 120.57(3)(b), Florida Statutes, and Rule 28-110.003, Florida Administrative Code, require that a notice of protest of the solicitation documents shall be made within 72 hours after the posting of the solicitation.
- B. Paragraph 120.57(3)(a), Florida Statutes, requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."
- C. Rule 28-110.005, Florida Administrative Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), F. S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F. S."

XII. **CAPTIONS AND NUMBERING**

The captions, section numbers, article numbers, title and headings appearing in this Invitation to Negotiate are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this solicitation, nor in any way effect this solicitation and shall not be construed to create a conflict with the provisions of this solicitation.

**XIII. COOPERATION WITH INSPECTOR GENERAL**

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. By submitting a reply to this solicitation, the Respondent acknowledges its understanding and willingness to comply with this requirement.

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**ATTACHMENT D  
EVALUATION OF PAST PERFORMANCE FOR NON-RESIDENTIAL PROGRAMS**

Attachment D only considers the past performance of the Respondent (as defined in Attachment B, section VI.).

If the Respondent operates, or has operated, a juvenile justice non-residential commitment program in the State of Florida within the past year from the date of ITN issuance, that Respondent shall complete Parts I and III. Only scores from Parts I and III shall be considered for these Respondents. All other Respondents shall provide the information requested in Parts II and III. Only scores from Part II and III shall be considered for these Respondents.

To complete Part I, the Respondent shall list all juvenile justice non-residential commitment program information requested for each category. This information will be verified by the Department. Any inaccurate or omitted information in Part I of Attachment D will be corrected by the Department.

All documentation provided for Parts II or III must include the information noted below and reiterated here. The documentation shall state that the program cited is a juvenile justice non-residential commitment program and that it is currently operated by the Respondent; include the applicable and valid start and end dates; be dated within the valid date range, i.e. within the last three calendar years (including the year of ITN issuance) and an end date at least through the estimated start date of the Contract that may result from this ITN.

The Department will verify all information received, but is not responsible for research to provide information not submitted and documented by the Respondent, unless otherwise noted. Failure to provide the required supporting information for Parts II or III shall result in a score of zero (0) for that section.

Respondents shall submit Attachment D information and documents for this ITN in Volume 3. Past Performance documents submitted in other sections of the ITN reply will receive a zero (0) score for Past Performance.

**PART I - EVALUATION FOR PAST PERFORMANCE IN FLORIDA**

Contract Performance	80 points	Points will be assigned to each Provider currently operating a DJJ non-residential commitment program in Florida
Major Deficiencies	-40 points	Points will be assigned to each Provider-operated juvenile justice non-residential commitment program that received a QI Review a year from the date of ITN issuance as required by FDJJ Policy 2000. Data can be found in the DJJ Program Management and Monitoring System (PMM). The Respondent shall receive a -1 point for each major deficiency, up to a total of -40 points.
Failure to Report Reportable Incidents	Unlimited	5 points shall be deducted for each substantiated Failure to Report Reportable incidents.
Percentage of youth who remain crime free one year after release	10 points	10 points for each program meeting or exceeding the approved standards in the Long-Range Performance Plan 17-18 Goals data may be found at: <a href="http://www.djj.state.fl.us/services/residential/performance-data">http://www.djj.state.fl.us/services/residential/performance-data</a> Click on the link above, then the PDF for Fiscal Year 17/18, and see the data for a non-residential commitment program. *Percentage determined by 100 minus-Recidivism Rate. Data may be found at: <a href="http://www.djj.state.fl.us/research/reports/car">http://www.djj.state.fl.us/research/reports/car</a>
Offense During Placement (ODP) Percentage	10 points	ODP Percentage: 10 points for 0% Data can be found at: <a href="http://www.djj.state.fl.us/research/reports/car">http://www.djj.state.fl.us/research/reports/car</a>
Success Rate	30 points	Points are awarded based on the percentage of youth who successfully completed all programs. This score is derived by dividing the total number of Completions for all programs by the total number of Releases for all programs. Data may be found at: <a href="http://www.djj.state.fl.us/research/reports/car">http://www.djj.state.fl.us/research/reports/car</a>

Cure Notices	-40 points	40 points deducted for the Provider receiving a Cure Notice, from the date ITN issuance.
<b>TOTAL</b>	<b>130 points</b>	

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**PART II – EVALUATION FOR PAST PERFORMANCE IN THE UNITED STATES OUTSIDE OF FLORIDA**

Out of State	100 points	Respondents completing Attachment D Part II can receive 20 points for up to 5 (five) programs in states other than Florida, which have been determined to be in good standing or compliance with that state's monitoring system. All supporting documentation must be provided in order to receive these points. All documentation provided for Part II of Attachment D must include: <ul style="list-style-type: none"> <li>• a valid start and end date of each submitted certification</li> <li>• be dated within a valid date range</li> <li>• clearly document that the program is a juvenile justice non-residential commitment program and that the Respondent operated the program</li> </ul>
	-60 points	20 points per program shall be deducted for up to three (3) programs in states other than Florida, which have been determined to be "below average or failure" by the monitoring system of the contracting governmental agency.
<b>TOTAL</b>	<b>100 Points</b>	

**PART III – EVALUATION FOR PROFESSIONAL ACCREDITATION IN THE UNITED STATES**

Certifications	30 points	10 points each, for up to three (3) programs that are currently accredited by the organizations mentioned in Part III. All supporting documentation must be provided. All documentation provided for Part III of Attachment D must include: <ul style="list-style-type: none"> <li>• a valid start and end date of each submitted certification</li> <li>• be dated within a valid date range</li> <li>• clearly document that the program is a juvenile justice non-residential commitment program and that the Respondent operated the program.</li> </ul>
<b>TOTAL</b>	<b>30 Points</b>	

**TOTAL AVAILABLE POINTS FOR PARTS I AND III (in state) = 130 + 30 = 160 points**

**TOTAL AVAILABLE POINTS FOR PARTS II AND III (Out of state) = 100 + 30 = 130 points**

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**Attachment D - Part I**  
**Data Sheet: Past Performance of Non-Residential Commitment Programs**

ITN #10573

Respondent: \_\_\_\_\_ ITN Number: \_\_\_\_\_ Date ITN Issued: \_\_\_\_\_

Program Name <sup>1</sup>	Contract Number <sup>2</sup>	Program Level <sup>3</sup>	Contract Begin Date <sup>4</sup>	Contract End Date <sup>5</sup>	Major Deficiencies Per FDJJ Policy 2000 <sup>6</sup>	Failure to Report <sup>7</sup>	Number of Completions during FY 2015-2016 <sup>8</sup>	Percentage of Youth Who Remain Crime Free One (1) Year After Release <sup>9</sup>	Contract Notice <sup>10</sup>	Cure
This section will be verified by the Department. Any inaccurate or omitted information will be corrected.										
<b>Department Use Only</b>										

<sup>1</sup>As found in the program contract.  
<sup>2</sup>This information is only to aid the Department in identifying the program named.  
<sup>3</sup> During the past year from the date of ITN issuance, the restrictiveness level for the majority of the time the Respondent operated the program.  
<sup>4</sup>First date Provider operated the program.  
<sup>5</sup>Last date Provider operated the program or, if the current Provider, the date the contract will expire.  
<sup>6</sup>Major Deficiencies per FDJJ Policy 2000  
<sup>7</sup>The number of failures to report reportable incidents in accordance with Rule 63f-11.001-006, Florida Administrative Code, during the past year from the date of ITN issuance.  
<sup>8</sup>The number of youth completing the program during FY 2015-2016 as documented in the Department's 2016-17 Florida Comprehensive Accountability Report. This data may be found at <http://www.djj.state.fl.us/research/reports/car>  
<sup>9</sup>The Percentage of youth who remain crime free one year after release. Data can be found in the Long Range Performance Plan 17/18 Goals, at: <http://www.djj.state.fl.us/services/residential/performance-data>  
<sup>10</sup>Cure Notices for each program during the past year from the date of ITN issuance.

## PART II: EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE IN THE UNITED STATES AND OUTSIDE OF FLORIDA

### Instructions:

Documentation from the contracting governmental agency must be submitted for points to be scored under this section. This documentation must be either (1) a monitoring report(s); (2) executive summary of a monitoring report(s) or (3) evidence of the rating score. Whichever documentation type is used, the following contract information must be included: (1) clear identification of the program as a juvenile justice non-residential commitment program; (2) the contract number; (3) term of contract; (4) program name; (5) physical address; (6) type of service; (7) population served; (8); proof of resolution to any performance improvement plans; (9) a rating/score that identifies the program as being compliant and/or in good standing and without restrictions. Additionally, an overall rating scale which indicates all levels of ranking from compliant to non-compliant must be provided for comparison.

The Respondent must ensure the document submission contains the required information and does not exceed the ITN requirement for total number of pages submitted. A Respondent's failure to provide all of the required documentation for any program submitted for consideration for points for this section, will result in zero (0) points being awarded for that program. It is incumbent upon the Respondent to clearly articulate its responses. The Department will not conduct research to clarify the Respondent's submission.

### Questions:

1. Within the last three calendar years (including the year of ITN issuance), has the Respondent operated one or more juvenile justice non-residential commitment programs contracted by a government entity within the United States (or its territories) outside the State of Florida for a period of more than one year and received recognition as being *compliant* and/or *in good standing* by the monitoring system of the contracting government agency? Yes or No?

If "yes," complete sections 2a. – 2e, for each program, as applicable. If "no," go to question 3.

### 2. Program Information:

- |    |   |  |
|----|---|--|
| a. | Program Name:                           | <u>Replace with program name here</u>      |
|    | Respondent Name (on contract):          | <u>Replace with Respondent's name here</u> |
|    | DUNS number:                            | <u>Replace with DUNS number here</u>       |
|    | Calendar year contract was operational: | <u>Replace with calendar year here</u>     |
| b. | Program Name:                           | <u>Replace with program name here</u>      |
|    | Respondent Name (on contract):          | <u>Replace with Respondent's name here</u> |
|    | DUNS number:                            | <u>Replace with DUNS number here</u>       |
|    | Calendar year contract was operational: | <u>Replace with calendar year here</u>     |
| c. | Program Name:                           | <u>Replace with program name here</u>      |
|    | Respondent Name (on contract):          | <u>Replace with Respondent's name here</u> |
|    | DUNS number:                            | <u>Replace with DUNS number here</u>       |
|    | Calendar year contract was operational: | <u>Replace with calendar year here</u>     |
| d. | Program Name:                           | <u>Replace with program name here</u>      |
|    | Respondent Name (on contract):          | <u>Replace with Respondent's name here</u> |
|    | DUNS number:                            | <u>Replace with DUNS number here</u>       |
|    | Calendar year contract was operational: | <u>Replace with calendar year here</u>     |
| e. | Program Name:                           | <u>Replace with program name here</u>      |
|    | Respondent Name (on contract):          | <u>Replace with Respondent's name here</u> |
|    | DUNS number:                            | <u>Replace with DUNS number here</u>       |
|    | Calendar year contract was operational: | <u>Replace with calendar year here</u>     |

3. Within the last three calendar years (including the year of ITN issuance), has the Respondent operated one or more juvenile justice non-residential commitment programs contracted by a government entity within the United States (or its territories) outside the State of Florida for a period of more than one year

and received a rating of *below average* or *failure* by the monitoring system of the contracting government agency? Yes or No?

If "yes," complete sections 4a. – 4c, for each program, as applicable. Each such program shall be negatively assessed twenty (-20) points up to a maximum of negative sixty (-60) points. If "no," go to PART III.

4. Program Information:

- |    |   |  |
|----|---|--|
| a. | Program Name:                           | <u>Replace with program name here</u>      |
|    | Respondent Name (on contract):          | <u>Replace with Respondent's name here</u> |
|    | DUNS number:                            | <u>Replace with DUNS number here</u>       |
|    | Calendar year contract was operational: | <u>Replace with calendar year here</u>     |
| b. | Program Name:                           | <u>Replace with program name here</u>      |
|    | Respondent Name (on contract):          | <u>Replace with Respondent's name here</u> |
|    | DUNS number:                            | <u>Replace with DUNS number here</u>       |
|    | Calendar year contract was operational: | <u>Replace with calendar year here</u>     |
| c. | Program Name:                           | <u>Replace with program name here</u>      |
|    | Respondent Name (on contract):          | <u>Replace with Respondent's name here</u> |
|    | DUNS number:                            | <u>Replace with DUNS number here</u>       |
|    | Calendar year contract was operational: | <u>Replace with calendar year here</u>     |

5. Points

The maximum number of points that may be awarded in PART II, is 100.

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**PART III: EVALUATION QUESTIONNAIRE FOR ACCREDITATION IN THE UNITED STATES**

**Instructions:**

The Respondent must submit all of the required documentation for each entity submitted for consideration for points in this section. Failure to submit all of the required documentation will result in zero (0) points being awarded for that particular entity. It is incumbent upon the Respondent to clearly articulate its responses. The Department will not conduct research to clarify the Respondent’s submission.

**Questions:**

1. Does the Respondent currently operate a non-residential commitment juvenile justice program (“accredited entity”) in the United States which is being offered as part of its ITN response and is that accredited entity in good standing without restrictions by either accrediting organization listed in Table 2, Accrediting Organizations? Enter either Yes or No?  
If “yes,” complete Table 1, Entities (below) and submit the information and accompanying documentation outlined in 3. Information and Documentation requirements. If “no,” zero (0) points will be awarded for PART III.
2. Due to different definitions used by the four (4) accrediting organizations, the term “accredited entity” refers to the accredited juvenile justice organization, program, facility, and/or service.

The name of the Respondent’s organization on the response:	<u>Replace this text with the Respondent’s organization.</u>
Name of Accredited Entity #1:	<u>Replace this text with the name of accredited entity #1</u>
Name of Accredited Entity #2:	<u>Replace this text with the name of accredited entity #2</u>
Name of Accredited Entity #3	<u>Replace this text with the name of accredited entity #3</u>

Table 1 Entities

3. Information and Documentation
  - a. Must provide the name of the prospective Respondent’s organization.
  - b. Must provide the name of the accredited entity.
  - c. If the accredited entity name is different than the name on the Respondent’s proposal, must provide documentation attesting that both entities are part of the same organizational structure. (If not applicable, just state “not applicable.”)
  - d. Must provide the name of the accreditation organization. The accreditation organization must be one of the following: American Correctional Association (ACA), Commission on Accreditation of Rehabilitation Facilities (CARF), Council on Accreditation (COA), or Joint Commission (formerly JCAHO).
  - e. Must provide evidence the accreditation award for each accredited entity. The following are acceptable forms of documentation:
    - i. An official letter of the accreditation status
    - ii. An official accreditation reports
    - iii. A copy of the original accreditation certificate
    - iv. An email notification from COA if within seven (7) days of accreditation decision by COA.
  - f. Must provide documentation that establishes the accredited entity as a non-residential commitment juvenile justice program.
  - g. Must provide documentation that establishes the non-residential commitment juvenile justice program as an included component of its accreditation award.
  - h. Must provide documentation that establishes the accredited entity is physically located in the United States.
  - i. Must provide documentation that establishes that the Respondent operated the accredited entity when the accreditation certification was awarded.
  - j. Must provide documentation that establishes that the accreditation period is valid at least through the estimated start date of the contract(s) that results from this ITN.
  - k. Must provide documentation that establishes that the accreditation certificate is in good standing and without restrictions.

## 4. Points

Ten (10) points are awarded for each accredited entity for which the required documentation and information satisfied the stated criteria to establish accreditation. Partial points will not be awarded. Each submitted accredited entity will either receive ten (10) or zero (0) points. A maximum of three (3) entities will be evaluated. A maximum of thirty (30) points is available for PART III.

**Accrediting Organizations**

**American Correctional Association (ACA)**

Accredits correctional agencies/facilities that hold at least one of the following: 1) pretrial or pre-sentence adults or juveniles; convicted adults or juveniles adjudicated delinquent; and/or adult or juvenile offenders sentenced to community supervision.

The accreditation certificate states the Facility (Organization Name), and does not list the programs within that facility. The accreditation certificate will identify the type of facility/program for which it is being accredited (i.e., Juvenile Correction Facility, Juvenile Community Residential Facility). There are some accreditation certificates that are awarded specifically to programs found within facilities. The only applicable example for the Department of a program that is eligible for individual program accreditation is Therapeutic Communities.

Defines a “program” as the plan or system through which a correction agency works to meet its goals; *often this program requires a distinct physical setting* such as a correction institution, community residential facility, group home or foster home. On the ACA Compliance Report, it states “Facility/Program.”

Evidence of Accreditation: Accreditation certificate.

**Commission on Accreditation of Rehabilitation Facilities (CARF)**

Accredits human service respondents and networks (respondent organizations) for their specific programs and services.

The organization is provided a main accreditation certificate (organization’s name, which is the main physical site name) and it will list all programs/services accredited at all locations. When certificates are requested for additional physical sites, the certificates will list the organization’s name (the main physical site name), the additional physical site name, and the programs for that site location only.

Defines a “program” as a system of activities performed for the benefit of persons served; a subunit of the Customer Service categories.

Evidence of Accreditation: An official notification letter and an accreditation certificate.

**Council on Accreditation (COA)**

Accredits child- and family-service and behavioral healthcare organizations. Originally known as an accrediting body for family and children’s agencies, COA currently accredits 38 different service areas and over 60 types of programs. Among the service areas are substance abuse treatment, adult day care, services for the homeless, foster care, and inter-country adoption. Organizations are eligible for COA accreditation if they provide human services. An organization that does not provide human services, but where its consumers (communities, stakeholders, members, other organizations, or agencies) provide human services may also be eligible for accreditation.

COA accredits organizations and services, not specific programs. COA accreditation applies to the entire organization and the services that it provides. An organization’s accreditation includes all of its programs that fall under the service areas listed in the COA letter. COA does not separately accredit services provided in residential and non-residential settings, nor does it separately accredit services provided to adults or juveniles.

Defines a “program” as a system of services offered by an organization. For example, an organization providing a mental health service may offer several mental health programs to different populations, e.g., a mental health program for adolescent teens. The word “program” can be used interchangeably with the word “service” or to describe specific programs.

Evidence of Accreditation: An email communication stating that the organization has achieved accreditation (sent within 7 days of the decision being made); a formal notification letter (sent within 2 weeks); a plaque; and a Final Accreditation Report (FAR), which provides a complete set of ratings for all applicable standards, as well as a list of the organization’s strengths and areas for improvement (45 days after receiving the formal notification letter).

**Joint Commission (Formerly JCAHO)**

Evaluates and accredits healthcare organizations and programs.

An organization will receive an accreditation certificate with the organization’s name and the program or service that was accredited. The organization receives a stand-alone certificate for each of its individual programs/services that were accredited.

If you visit the Joint Commission’s “Quality Check” website, it will tell you: 1) if an organization is accredited or not, and for which programs/services; 2) detailed information about the individual program/service area that was accredited; and 3) list an organization’s physical site locations and the accredited programs/services areas per location.

Defines a “program” in terms of health care settings.

Evidence of Accreditation: An official accreditation report and an official accreditation decision.

***Table 2 Accrediting Organizations***

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**ATTACHMENT E  
FACILITY/SITE REQUIREMENTS CERTIFICATION AND ATTESTATION**

**FOR CIRCUIT #: \_\_\_\_\_**

**FOR RESPONDENTS PROPOSING USE OF THEIR OWNED/LEASED FACILITY  
OR  
FOR RESPONDENTS PROPOSING USE OF AN OWNED/LEASED FACILITY NOT CURRENTLY  
OWNED/LEASED BY THE RESPONDENT**

Submission of this form and the required documentation is a **MANDATORY** requirement for responsiveness for Respondents proposing use of a Respondent’s owned/leased facility, or Respondents proposing use of an owned/leased facility not currently owned/leased by the proposing Respondent, that does not currently operate a DJJ program. If the Respondent is proposing a facility that is not yet owned or leased by the Respondent, then the Respondent is required to submit additional documentation demonstrating the proposed facility is on the market for sale/lease and will be available to the Respondent upon award of the resulting contract. This documentation requirement is included in the **MANDATORY** requirements in section V. of Attachment B.

For Respondent’s proposing a FBDT program in more than one circuit, this Attachment is required for each circuit where services will be delivered. Additionally, Site Inspections for Respondent Owned/Lease Facilities will be held by the Department as per Attachment E and considered when determining award as per Attachment F.

Each item listed below is a program facility/site requirement for a Department of Juvenile Justice program. The Respondent shall certify, by initialing next to each requirement below, that the proposed facility fully meets or will meet these requirements at the time of reply submission or will fully meet these requirements prior to the start of contract services. The Department may or may not elect to conduct a site inspection on the date and time indicated in the ITN Calendar of Events. The Respondent shall also submit the documentation required below and/or requested by the Department.

All facilities and property provided for services must meet the requirements stated in Attachment A-1, Section III., F.

Please indicate program facility/site status by circling one (**IS or WILL**) status for each of the following requirements listed below and initialing to signify compliance with the requirement, and attach the required letters or documentation:

	<b>Program Facility/Site Requirement</b>	<b>Respondent’s Initials</b>
1	The proposed facility <b>is/will</b> meet all state, county, and city zoning, permitting and licensing, as well as any other requirements necessary to operate the facility.	
2	The proposed facility <b>is/will be</b> ready to commence program operations prior to the Department scheduled site visit/inspection.	
3	The proposed facility <b>has/will have</b> working electricity in all areas to be used by program participants.	
4	The proposed facility <b>has/will have</b> working air conditioning and will maintain air conditioning in all areas to be used by program participants.	
5	The proposed facility <b>has/will have</b> a working heating system and will maintain heating in all areas to be used by program participants.	
6	The proposed facility <b>has/will have</b> adequate space to accommodate program activities.	
7	The proposed facility <b>has/will have</b> adequate space and facilities to meet bathroom and dining needs for the number of youth proposed to be served.	
8	The proposed facility <b>complies/will comply</b> with all applicable Florida Administrative Code requirements, Rules of the State Fire Marshal, and applicable Uniform Fire Safety Standards found in Chapter 633, Florida Statutes. The proposed facility <b>is in current/or will be in current</b> compliance with the Florida American with Disabilities Accessibility Implementation Act before occupancy.	
9	Reserved	
10	The proposed facility <b>has/will have</b> a written evacuation plan that includes diagrammed evacuation routes covering emergencies such as fire, natural disasters, hurricanes, and other	

	severe weather. This plan <b>is/will be</b> maintained on-site and provided to the Department at the scheduled site inspection and to the Department’s Contract Manager on an annual basis thereafter.	
11	The proposed facility <b>is/will be</b> accessible to public or other means of transportation.	
12	The proposed building or site <b>is available/will be available</b> and suitable for use for the program to be procured by this ITN by the anticipated Contract start date of services.	
13	If the Respondent does not own the proposed site(s), the Respondent has attached additional documentation demonstrating the proposed facility(ies) is on the market for sale/lease and will be available to the Respondent upon award of the resulting contract. This documentation requirement is included in the MANDATORY requirements in section V. of Attachment B.	
14	The Respondent shall <b>attach a letter</b> from the local government(s) that the facility or site complies with any specified comprehensive plan, zoning codes, ordinances and other requirements. If the Respondent is unable to obtain a letter, a signed affidavit shall be inserted in its place attesting to the attempt to obtain the letter, and signed by the person who signs the transmittal letter. If only an affidavit is submitted and the Respondent is determined to be the highest-ranking Respondent, prior to notice of Final Agency Decision, the Procurement Manager shall request and the Respondent shall submit, within ten (10) business days of the request date, a letter from the facility owner/leasing agent indicating the proposed facility/site is available for services by the anticipated Contract start date.	
15	The Respondent shall attach narrative information on how or if the facility or site will be renovated, maintained or otherwise made suitable for the Department for this program and provide a timeline for any renovations. If no changes are anticipated, the Respondent shall so state.	
16	The Respondent further agrees to be responsible for all costs associated with repairs and maintenance of the program facility and shall ensure that funds are available and dedicated to ensuring the total safety, maintenance, upkeep, appearance, and sanitation of the facility and grounds.	
17	The Respondent agrees that the proposed facility <b>is/will be</b> in working order (passing all occupancy inspections) and is modern, aesthetically pleasing, freshly painted with fixtures and furnishing in excellent condition and located in a safe environment, and shall be located in close proximity to the target population for the proposed County/Circuit area as specified in this ITN.	
18	The Respondent agrees to the following requirement from the Local County School District with respect to the proposed program site and facility. This will be part of the legal agreement between the awarded Respondent and the Local County School District: <i>“The Provider shall represent and warrant it will provide adequate and age/ability appropriate facilities (“Facilities”), including utilities and maintenance, for the educational component, which meet life safety codes in compliance with State Requirements for Educational Facilities (“SREF”), especially those pertaining to fire safety, storage of hazardous materials, exit marking, lighting, ventilation, evacuation, and occupancy loads. The location of Facilities must be appropriate for educational purposes. Facilities must be maintained in a state of good repair and be in compliance with the Americans with Disabilities Act requirements for students with special needs. The Provider will submit to the School District for Facilities inspections upon request. The Provider will maintain current health and sanitation certificates and submit to annual safety and fire inspections as required under Chapter 553, F.S., for all buildings used as part of its education program. The Provider will make modifications and repairs to the Facilities as cited in the School District Comprehensive Safety Inspection Report in a timely manner in order to comply with chapter 1013, F.S., State Requirements for Educational Facilities. Student classrooms must provide a minimum of twenty-five usable square feet per pupil. Instructional personnel must be provided adequate space for desk, file cabinets, instructional materials and supplies, and secured storage of School District-owned equipment and confidential documents, such as student tests and records. The Provider will execute a total of ten Emergency/Fire and Tornado Drills per the DJJ alternative school calendar year. The Provider will submit a crisis response plan to the Local County School District Contact or their designee identified on Exhibit 2 of this ITN. The Provider shall contact the Local School District to ensure all facilities requirements are met for the proposed site.”</i>	

The following 4 items are informational only:

1	Name of Proposer’s Organization	
2	County/Circuit of Proposed Facility	



3	Street Address (Location) of Proposed Facility City, State, Zip	
4	Total Number of Slots Proposed	

**ATTESTATION:** I, \_\_\_\_\_, certify, as the Respondent, that I understand and agree that the contracted or proposed facility for the Facility Based Day Treatment program site within the County/Circuit area proposed for this ITN, shall meet all of the facility and/or site requirements as outlined in this ITN, and requirements of the local county school district for a DJJ Alternative School (not limited to #18 above) by the timeframes as specified in the ITN. The site and/or facility shall meet all requirements to the full satisfaction of the Department, as determined by the Department, prior to the start of Contract services.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Site Inspection**

If the Respondent with whom the Department has ranked for negotiations proposed a Respondent's owned or leased facility and/or site, or a facility/site not currently owned by the Respondent but which is for sale/lease, then the Department may conduct an initial site inspection to ensure that the proposed site meets all requirements of the Department and the ITN. The Respondent's site and/or facility shall meet all requirements to the satisfaction of the Department, as determined by the Department.

The Respondent with whom the Department will negotiate shall be provided advance notice by telephone of the specific date for the site inspection. Reasonable attempts will be made to contact the Respondent between the hours of 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, no less than twenty-four (24) hours prior to the visit. Therefore, it is the responsibility of the Respondent to provide notice of any change in contact information, including telephone number, to the Procurement Manager.

Should the Department choose to conduct a site inspection, then after completion of the inspection the Department shall address any specific deficiencies in a written report. The written report will be provided to the Department's negotiation team, who will discuss the specific deficiencies with the Respondent and may request the Respondent provide a plan to correct the identified deficiencies after the final agency decision but before contract services are scheduled to begin. The Department does not expect a Respondent, who is proposing a site not currently owned/leased by the Respondent, to complete renovations to the site prior to the posting of the final agency decision. A final inspection confirming that all deficiencies have been corrected may be conducted at the Department's discretion. Failure to correct deficiencies in a timely manner prior to the start of contract services may result in the rejection of the contract award to the selected Respondent. The Department may then reconvene negotiations with the next ranked Respondent.

**ATTACHMENT F  
SELECTION METHODOLOGY AND EVALUATION CRITERIA**

**A. APPLICATION OF MANDATORY REQUIREMENTS**

A Respondent must comply with all Mandatory Requirements in order to be considered for selection under this ITN. The mandatory requirements for this ITN are set forth in Attachment B, Section V., of this ITN. If the Department determines that a Respondent has failed to meet any of the Mandatory Requirements, unless waived, that Respondent's reply will not be evaluated.

1. The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified in Attachment B, Section V., of this ITN.
2. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.
3. Meeting the Mandatory Requirements alone will not impact any ranking in the evaluation process.
4. Financial Viability Mandatory Evaluation Criteria.
  - a. It is **MANDATORY** that the Respondent submits financial documentation, as described in Attachment B, Section XX, F., 2. of this ITN, that is sufficient to demonstrate its financial viability to perform the Contract resulting from this ITN. Documentation is reviewed on a **PASS/FAIL** basis. If the Respondent fails to pass the option they selected, the reply shall be rejected as non-responsive and not evaluated further.
  - b. The Department will utilize one of the following criteria to determine financial viability to perform a Contract resulting from this ITN.
    - 1) Option #1 D & B Supplier Evaluation Risk (SER) Evaluation Criteria  
Dunn & Bradstreet Supplier Evaluation Risk (SER) score must be  $\leq 5$  (on a scale of 1-10). The SER score is provided by D & B on the Supplier Qualifier Report (SQR) which must be requested by the Respondent.
    - 2) Option #2 Financial Audit Documentation Criteria  
A Certified Public Accountant (CPA) employed by DJJ will review the Respondent's financial documentation and assess all of the following criteria. At least two (2) of the following four (4) minimum acceptable standards shall be met, one of which must be item c) or d) below:
      - a) Current ratio:  $\geq 1.0:1$  or (1.0)  
Computation: Total current assets  $\div$  total current liabilities
      - b) Debt to tangible net worth:  $\leq 6:1$   
Computation: Total liabilities  $\div$  tangible net worth (net worth minus intangible assets)
      - c) Minimum existing sales:  $\geq$  the maximum annual contract dollar amount for services proposed under this ITN.
      - d) Total equity:  $\geq 10\%$  of minimum sales or revenue as determined in c. above.

**B. EVALUATION CRITERIA AND TOTAL POSSIBLE POINTS**

1. The criteria and total possible points for evaluating the Written Narrative Reply is identified in the chart below.
2. Past Performance: Criteria for the scoring of Past Performance are explained in Attachment D.
3. Definitions for above terms:  
Respondent Written Narrative Score = Score of a specific Respondents Written Narrative  
Maximum Written Narrative Score = 1,686 points

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<b>WRITTEN NARRATIVE REPLY EVALUATION CRITERIA</b>	<b>Maximum Possible Points per Section</b>	
	<b>Respondents who operate DJJ contracted non-residential programs in Florida</b>	<b>Respondents who do NOT operate DJJ contracted non-residential programs in Florida</b>
1. <b><u>Transmittal Letter (MANDATORY REQUIREMENT)</u></b>	<b>0</b>	<b>0</b>
2. <b><u>Written Narrative Reply – Respondent Eligibility and Qualifications</u></b>		
A. Introductory Statement	0	0
B. Management Competencies and Capabilities	45	45
C. Overview of Minimum Service Requirements (Attachment A-1)	189	189
D. Understanding of Target Population	96	96
E. DJJ Alternative School / Educational Component	75	75
F. Smaller Day Treatment Facility / Home Environment	108	108
G. Transportation	180	180
H. Individualized Treatment / Service Planning	90	90
I. Delinquency Interventions	225	225
J. Mental Health / Substance Abuse Treatment Services	132	132
K. Supportive Relationships / Constant Supervision	126	126
L. Structured Activities / Skills Training and Support Services	75	75
M. Focus on Aftercare	60	60
N. Family Engagement / Involvement	90	90
O. Staffing and Personnel	120	120
P. Implementation Plan	75	75
<b>Maximum Subtotal for Written Narrative Reply</b>	<b>1,686</b>	<b>1,686</b>
3. <b><u>Past Performance (Attachment D)</u></b>	<b>160</b>	<b>130</b>
<b>TOTAL MAXIMUM POINTS AVAILABLE - WRITTEN NARRATIVE REPLY &amp; PAST PERFORMANCE</b>	<b>1,846</b>	<b>1,816</b>

### C. **EVALUATION METHODOLOGY**

#### Evaluation of Written Replies

All replies that meet the Mandatory Requirements and are determined to be otherwise responsive will be evaluated using the following process:

1. The Department's evaluators will evaluate and score each written narrative reply based on the information requested in Attachment B, Section XX., D., 1., and in accordance with the methodology and evaluation criteria provided in Attachment F, and Attachment P, Evaluation Criteria/Score Sheets, of this ITN.
2. A debriefing meeting of the evaluators will be held in accordance with the Attachment B, Section IV., G., to review the results of the evaluation of the written replies.
3. The Procurement Manager will total the scores for the Written Narrative Reply and Past Performance for an overall total score for written replies.
4. Based on the total maximum points scored for the Written Narrative Reply and Past Performance, the Procurement Manager will determine a ranking of Respondents, with the Respondent scoring the highest cumulative points receiving a ranking of "1", the second highest a ranking of "2", etc. This ranking will be posted on the Vendor Bid System.

5. Using the rankings from the written evaluations, the Evaluation team will determine the number of Respondents to move forward for Negotiations.
6. Notification will be provided electronically to the Respondents selected for Negotiations via e-mail from the Procurement Manager.

**D. NEGOTIATION PROCESS**

1. Public Meetings
  - a. Negotiation meetings between the Department and Respondents are not open to the public, as per the exemption provided by 286.0113(2)(a), F.S., unless otherwise stated in the Calendar of Events (Attachment B, Section IV.)
  - b. Negotiation strategy meetings of the Department's Negotiation team are exempted by 286.0113(2)(a), F.S.
  - c. The Department will record all meetings of the Department's evaluation/negotiation team.
2. History of Performance
  - a. For Respondents selected to move forward to Negotiations and that have a current contract with the Department, the Negotiation team will be provided with information regarding the Respondent's performance on all contracts with DJJ during the preceding eighteen (18) months from the date of the Evaluator Briefing (see Calendar of Events in Attachment B, section IV., B.) If a new DJJ Provider has a contract executed with the Department after the Evaluator Briefing, that contract's performance will also be shared with the Negotiation team.
  - b. The Respondent shall provide its history of performance of similar services in other jurisdictions outside of Florida (i.e., a list of all other programs the Respondent has operated.)
  - c. Respondents' not holding contracts with the Department and/or providing similar services inside and/or outside the State of Florida will be requested to provide a client list for the preceding eighteen (18) months from the date of the Evaluator Briefing. Contact information for each client listed shall be provided in the event the Department elects to contact the client regarding the Respondent's contract performance.
  - d. The Negotiation team may choose to discuss the contract performance and/or the programs outside Florida with the Respondent at negotiations. The Respondent should be prepared to review its history of performance and any subsequent corrective action(s) with the Negotiation team, demonstrating how issues were corrected, how improvements were sustained, and how similar issues would be mitigated in the future in the new program being proposed for this ITN.
  - e. The Negotiation team will use the Respondent's information and/or discussion during negotiation(s) when completing the Quality Improvement, Responsivity, and Sustainability component of the Comparative Analysis Tool (Attachment J), which is used to determine which Respondent moves forward to the Memorandum of Negotiation.
3. Supplemental Request(s)  
Additional documentation may be requested from Respondents prior to Negotiations.
4. First Round of Negotiations  
The first round of Negotiations will begin with a presentation from the Respondent. The presentation will address the components listed in Attachment B, section XX., F., at a minimum.
  - a. Presentations are not scored.
  - b. The Respondent is required to use their own computer and audio-visual equipment to conduct the presentation. The Department will provide a screen or other appropriate material for the viewing of the presentation.
  - c. The Respondent may not bring more than six (6) individuals to the Negotiation session.
  - d. At the conclusion of all Negotiations, the team will determine which Respondent(s) can successfully move forward to the next step in the ITN process.
  - e. Failure of a Respondent to attend the Negotiation session on their assigned date/time without providing prior communication to the procurement manager will result in the reply being considered incomplete and not considered in the process for further consideration.
  - f. The Department reserves the right to expand the Negotiations to include additional ranked Respondents or change the method of negotiation [e.g., concurrent versus by order of ranking], if it determines that to do either would be in the best interest of the State.

5. Second Round of Negotiations
  - a. If the Negotiation Team determines a second round of negotiations is necessary, the team will determine which Respondent(s) will move forward to the second round.
  - b. A presentation is not required for a second round of negotiations.
6. Negotiation Guidelines
  - a. During the negotiation meeting with each Respondent, the negotiating team will establish rules and procedures for the negotiation sessions and accomplish other administrative tasks pertaining to the negotiations, as needed.
  - b. The team must reach consensus (general agreement) during meetings where decisions are made; however, in the event consensus is lacking the decision can be made using a majority-rules approach.
  - c. The Department reserves the right to require Respondents to submit a supplemental reply, make presentations, or other submission during the negotiation period.
  - d. The negotiation process is intended to enable the Department to determine whether and with whom it will contract and to establish the principle terms and conditions of such contract. There will be additional negotiations to finalize all terms and conditions of the contract after a notice of selection is posted.
  - e. Additional negotiation meetings may be scheduled in order to further discuss, define, or document desired services, price, terms, and conditions. Supplemental replies may be requested.
  - f. In its sole discretion, the Department shall determine whether to hold additional negotiation sessions and with which Respondent(s) it will negotiate.

**E. FINAL SELECTION AND NOTICE OF INTENT TO AWARD CONTRACT**

1. Comparative Analysis Tool  
The Negotiation Team will use the Comparative Analysis Tool (included with this ITN as Attachment J) to document its recommendation/best value determination. This tool is only used if the team has moved two (2) or more Respondent's forward during the appropriate Debriefing session (see Attachment B., section IV., G.)
2. Score Calculation for Team Recommendation for Award  
The Department will weigh the total scores as follows for each category: Comparative Analysis Tool score weighted at 50%, Written Reply score weighted at 25%, and Past Performance score weighted at 25%. The Respondent's scores for each of these categories will be divided by the maximum possible points for each category, to arrive at the percentage of possible points per category. Then, the percentage of possible points per category will be multiplied by the appropriate weighted category percentage as stated above.
3. Department's Negotiation Team Recommendation  
The Department's Negotiation Team will develop a recommendation as to the Contract award that will provide the best value to the State. In so doing, the Negotiation Team is not required to award to the highest-ranking Respondent(s) for negotiations, but will base its award recommendation on the Respondent with the highest weighted score (see section E., 2., above) and a Department-approved site location. The recommendation / best value determination of the Negotiation team shall serve as a recommendation only.
4. Award Selection  
The Department will select for award of the Contract the responsive and responsible Respondent as determined by the Secretary, or his or her designee, to provide the best value to the State.
5. Department's Right to Rely on Submitted Information  
The Department reserves the right to review and rely on relevant information contained in the replies received pursuant to Attachment B, Section XX. and relevant portions of the evaluations and negotiations conducted pursuant to Attachment F.
6. Secretary's Approval  
The Secretary, or his or her designee, will approve an award that will provide the best value to the State, taking into consideration the recommended award by the Negotiation Team.
7. Secretary's Disapproval  
In the event the Secretary, or his or her designee, does not approve the team's recommended award, the disapproval will be documented in writing. The Department may then take the appropriate action including, but not limited to:

- a. attempt to contract with the next Respondent without posting of an additional Notice of Agency Decision or Addendum;
    - 1) If the Department and a previous Respondent fail to execute a Contract, the Department may (1) attempt to contract with another previous Respondent sequentially until a Respondent willing to execute a Contract is found without posting of an additional Notice of Agency Decision or Addendum; (2) reject all replies and re-advertise the ITN; (3) reject all replies; or (4) withdraw (cancel) the ITN.
  - b. reject all replies and re-advertise the ITN;
  - c. reject all replies; or,
  - d. withdraw (cancel) the ITN for any reason the Department deems appropriate.
8. Posting Notice of Award  
 On or about the date specified in the Calendar of Events (Section IV. B.), the Department's Notice of Agency Decision will be posted on the "MyFlorida" website [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). Click on "Search Advertisements," and use the drop-down list to select the Department of Juvenile Justice. Click "Initiate Search," select the ITN and double click on the ITN number. Call the Department's Procurement Manager at the telephone number listed in Attachment B, Section III, if you have any questions regarding accessing the website. Respondents are advised to review the web site for any schedule changes.
9. Negotiations After Notice of Award
- a. The Department reserves the right to schedule additional contract finalization / negotiation sessions with the Respondent(s) identified in the posting of a Notice of Award in order to establish final terms and conditions for the Contract with the Respondent(s).
  - b. The Department reserves the right to reopen negotiations with the other Respondent(s) if the Department is unable to reach an agreement with the awarded Respondent(s), without having to post another Notice of Award.
10. Timeliness of Contract Execution  
 Once the Department has provided a Contract to the awarded Respondent for signature, the awarded Respondent must return the signed Contract, and all applicable attachments, within fifteen (15) days or the Department reserves the right to withdraw the Contract award and begin steps as outlined in section 7., above. The Department may waive this requirement if it is in the best interest of the State.
11. Re-Open Solicitation due to Unsuccessful Contract Performance  
 The Department may re-open a solicitation if the awarded Respondent who executed a contract with the Department fails to successfully perform the required services within the first twelve (12) months of the contract. The Department will contact the Respondent(s) who last participated in negotiations (and who is not the awarded Respondent who failed to perform) and determine if they are able/agreeable to re-opening negotiations with the Department for the desired services.

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**ATTACHMENT G  
SAMPLE CONTRACT**

**THIS DOCUMENT IS AVAILABLE ONLINE AT THE WEBSITE PROVIDED ON PAGE 1 OF THIS ITN.**

**ATTACHMENT G IS FOR INFORMATIONAL PURPOSES ONLY AND WILL BE CHANGED AND  
COMPLETED AFTER AWARD.**

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ATTACHMENT O ITN REPLY CROSS REFERENCE TABLE - MANDATORY				
ITN DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)			LOCATION IN ITN REPLY (TO BE COMPLETED BY RESPONDENT)	
SECTION/PART	SUBJECT	MANDATORY CRITERIA (X FOR YES)	SPECIFIC PAGE NUMBERS LISTED INDIVIDUALLY	SECTIONS/PARTS
	<b>GENERAL REPLY REQUIREMENTS</b>			
<p><b>PLEASE NOTE: General Reply Requirements that are checked as Mandatory Criteria <u>must</u> be provided by the Respondent to be considered responsive to this ITN. Failure to provide the required mandatory documentation may result in a reply not being evaluated and rejected as non-responsive.</b></p>				
Attachment B, Section V., E. and Section XX., C.	It is <b>MANDATORY</b> that the Respondent submit a completed Attachment O (ITN Reply Cross Reference Table).	X		
Attachment B, Section V., B. and Section XX., A.	It is <b>MANDATORY</b> that the Respondent draft and submit a fully completed, signed Transmittal Letter that contains all the information required by Section XX. A.	X		
Attachment B, Section V., C. and Section XX., B.	It is <b>MANDATORY</b> that the Respondent sign and submit with the Transmittal Letter the Attachment E, "Facility/Site Requirements Certifications and Attestation (for Respondent's Proposing use of a Respondent Owned/Leased Facility)" with all required attachments and letters. If the Respondent is proposing a facility they do not currently own/lease, it is <b>MANDATORY</b> that documentation be submitted which demonstrates the proposed facility is on the market for sale/lease and will be available to the Respondent upon award of the resulting contract. This documentation must be included behind Attachment E. For Respondent's proposing a FBDT program in more than one circuit, an Attachment E is required for each circuit where services will be delivered.	X		



ATTACHMENT O				
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Attachment B, Section V., D., Section VI., B., 1., b. and Section XX., H., 1., a.	It is <b>MANDATORY</b> that the Respondent complete and submit a signed Attachment H – Budget for Probation Services – <b>March</b> <b>April</b> 2018. For Respondent's proposing a FBDT program in more than one circuit, an Attachment H is required for each circuit where services will be delivered.	X		
Attachment B, Section V., G. and Section XX., G.	If the Respondent does not currently conduct business with the Department, it is <b>MANDATORY</b> that the Respondent submit Attachment R (Client Contact List) with a minimum of three clients contacts. This list is a part of the technical response, and is required in order for the reply to be considered complete.	X		
Attachment B, Section V., H. and Section XX., I., 2.	It is <b>MANDATORY</b> that the Respondent complete and submit a signed copy of the Attachment S (Price Sheet) indicating the number of slots and the per diem rate, which totals the annual maximum amount as deemed by the Respondent for program services. The Price Sheet will not be used for evaluation purposes. A final budget and a final fixed price/unit rate for the resultant Contract may be negotiated. For Respondent's proposing a FBDT program in more than one circuit, an Attachment S is required for each circuit where services will be delivered.	X		
Attachment B, Section V., I. Section XX., I., 3.	It is <b>MANDATORY</b> that the Respondent provide financial documentation sufficient to demonstrate its financial viability to perform the Contract resulting from this ITN (see	X		

**ATTACHMENT O**

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	Attachment F., A., 4., Financial Viability Criteria Mandatory Evaluation Criteria).			
Attachment B, Section XX., H., 3.	Certified Minority Business (CMBE) Utilization Plan			
Attachment B, Section XX., D.	Certificate of Drug-Free Workplace			
Attachment B, Section XX., J.	Past Performance (Volume 3)			
Attachment B, Section V., J., and Section XX., E., 1., e.	It is <b>MANDATORY</b> that the Respondent's reply to this ITN include written communication from the school district where the proposed FBDT Program will be located, stating that the school district is aware of the Respondent's reply and agrees to work with the Provider, if awarded. For Respondent's proposing a FBDT program in more than one circuit, written communication from the appropriate school district is required for each circuit where services will be delivered.	<b>X</b>		
<p><b>*PLEASE NOTE: The Respondent must address each of the items referenced below in the order presented. Failure to provide information as requested may result in Respondent deemed non-responsive/responsible. If a Respondent is selected for contract award, the proposed service and all elements thereof will be incorporated by reference into the Contract, unless they do not otherwise meet the terms and conditions of this ITN.</b></p>				
	<b>WRITTEN NARRATIVE REPLY</b>			
	<b>A. INTRODUCTORY STATEMENT</b>			
Attachment B, Section XX., E., 1., a.	Provide an introductory statement of the general program strategy and methodologies that will be used to achieve			

**ATTACHMENT O**

**ITN REPLY CROSS REFERENCE TABLE - MANDATORY**

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	the goals of the FBDT Program. Explain what makes your organization's proposed program a maximized Facility Based Day Treatment program, explaining the anticipated long-term results that will benefit program participants. There are no points awarded for this category.			
	<b>B. MANAGEMENT COMPETENCIES AND CAPABILITIES</b>			
Attachment B, Section XX., E., 1., b.	Describe in narrative format your organization's approach to plan, control, and manage oversight of the FBDT Program services and the DJJ alternative school, including how management will ensure that staff-to-youth ratios and therapist caseloads are maintained at appropriate, effective and manageable levels; training is consistent with Department requirements; and, staff possess qualifications and professional experience to provide services as specified in this ITN. Provide a copy of your organization's <u>corporate</u> organizational chart and a description of the corporate organizational structure, as well as a <u>program</u> organizational chart for the proposed FBDT Program in the geographical county areas of the Circuits on page 1 of this ITN, which illustrates lines of supervision. Describe your organization's past experiences providing management and oversight of programs delivering services to at-risk or delinquent youth, similar to the services sought in this ITN.			

<b>ATTACHMENT O</b>				
<b>ITN REPLY CROSS REFERENCE TABLE - MANDATORY</b>				
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	<b>C. OVERVIEW OF MINIMUM SERVICE REQUIREMENTS (ATTACHMENT A-1)</b>			
Attachment B, Section XX., E., 1., c.	Describe your organization's understanding and approach to the service tasks that will ensure compliance with the minimum service requirements set forth in the ITN, including all rules and regulations, specifically addressing all sections of Attachment A-1 of the ITN document.			
	<b>D. UNDERSTANDING OF TARGET POPULATION</b>			
Attachment B, Section XX., E., 1., d.	Describe your organization's understanding of the needs of the target population, including criminogenic risk factors, status, specialized gender needs, and other components that contribute to delinquency, and your approach to identifying and meeting the needs of the target population.			
	<b>E. DJJ ALTERNATIVE SCHOOL / EDUCATIONAL COMPONENT</b>			
Attachment B, Section XX., E., 1., e.	Describe your organization's approach to partnering with the local school district for them to either provide educational services directly to youth at the FBDT program or for your organizations approach to providing the educational component at the FBDT Program directly and your agreement to work directly with the Local County School District(s) to ensure all requirements for the DJJ Alternative School will be complied with			

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	by the FBDDT Program start date. Identify specifically how your proposed agreement with the Local County School District(s) will work for each FBDDT program site, including who will be responsible for the teachers, educational space and equipment, other school supplies and resources, and how funding will be tracked separately from DJJ FBDDT funds and resources. Identify any funding you expect to receive from the local county school district. The Respondent's reply to this ITN shall include written communication from the school district where the proposed FBDDT Program will be located, stating that the school district is aware of the Respondent's reply and agrees to work with the Provider, if awarded. For Respondent's proposing a FBDDT program in more than one circuit, written communication from the appropriate school district is required for each circuit where services will be delivered.			
	<b>F. SMALLER DAY TREATMENT FACILITY / HOME ENVIRONMENT</b>			
Attachment B, Section XX., E., 1., f.	Describe your organization's approach to providing services in a smaller facility, offering more of a home-like environment geared toward optimized services and program effectiveness. Provide a copy of the FBDDT program's weekly service/activity schedule, including weekends, that illustrates that required interventions, activities and tasks will be provided and how			

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	staff will deliver supportive relationships to youth daily throughout their program participation. Provide a detailed description and photographs of the proposed facility/site location and the surrounding neighborhood for your proposed facility site, demonstrating the facility is not located near bars, clubs, gambling sites/casinos and/or adult clubs, and demonstrating sufficient space indoors and outdoors for activities including recreational activities.			
	<b>G. TRANSPORTATION</b>			
Attachment B, Section XX., E., 1., g.	Describe your organization's plan for transportation that demonstrates a fully funded transportation program and understanding of how transportation is a critical need to support the FBDT program(s). Provide methods of transportation (vehicles, buses, staff cars) and whether Respondent owned/leased vehicles, insurance, staff requirements for transporting youth, and how compliance with DJJ policy and requirements from the Attachment A and Attachment A-1 on transportation will be met. Address how weekend activities, community referrals, and outside appointments during program hours will be coordinated and staff responsible for coordination and transportation. (Note: DJJ Transportation policy is available on the Department's website).			

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	<b>H. INDIVIDUALIZED TREATMENT / SERVICE PLANNING</b>			
Attachment B, Section XX., E., 1., h.	Describe your organization's approach to the youth's individualized service planning, including criteria and components to be addressed, documentation to be reviewed, staff responsible for service planning, review frequency, and how intervention and treatment will be documented. Explain how your approach is individualized and how addressing service needs of the youth in this manner will optimize program delivery and the benefits to be achieved through the methods described. Describe your organization's approach to treatment planning as set forth in Rule 63N-1, F.A.C.			
	<b>I. DELINQUENCY INTERVENTIONS</b>			
Attachment B, Section XX., E., 1., i.	Describe in detail, your proposed delinquency intervention, including Evidence-Based Practices (EBP), Promising Practices (PP) and Practices with Demonstrated Effectiveness (PDE), that your organization has selected to provide from Exhibit 4, Pick List of DJJ Approved Delinquency Interventions. Complete the Exhibit 5, and return it in this section of your reply. Include your understanding of how your proposed intervention services will be delivered in accordance with the model curriculum, how services will be monitored for fidelity, how criminogenic risk factors of youth are addressed by the intervention, and			

<b>ATTACHMENT O</b>				
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<b>SECTION/PART</b>	<b>SUBJECT</b>	<b>MANDATORY CRITERIA (X FOR YES)</b>	<b>SPECIFIC PAGE NUMBERS LISTED INDIVIDUALLY</b>	<b>SECTIONS/PARTS</b>
	how road blocks to treatment will be addressed. If the Respondent is proposing services in multiple circuits, then indicate if different modalities will be provided or if the same modality will be provided at each proposed program. If different modalities will be provided, include an Exhibit 5 for each circuit where services are being proposed.			
	<b>J. MENTAL HEALTH / SUBSTANCE ABUSE TREATMENT SERVICES</b>			
Attachment B, Section XX., E., 1., j.	Describe your approach to ensuring youth receive necessary and appropriate mental health and/or substance abuse treatment services as determined necessary through assessments as set forth in Rule 63N-1, F.A.C. Describe how services will be provided on-site by the Respondent staff. In the event services are necessary to be provided off-site, describe how subcontracted mental health/substance abuse providers will be utilized and/or how referrals for services in the community will be made. Describe the process for ensuring off-site providers meet the qualification for MH/SA staff as set forth in the ITN. Address transportation and documentation of services provided to youth in accordance with the requirements set forth in the ITN, statutes, rules and regulations.			
	<b>K. SUPPORTIVE RELATIONSHIPS AND CONSTANT SUPERVISION</b>			



## ATTACHMENT O

## ITN REPLY CROSS REFERENCE TABLE - MANDATORY

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Attachment B, Section XX., E., 1., k.	Describe the proposed program approach to ensure each youth will receive round the clock supportive relationships through case management, contacts and coaching, supervision, on site and off site, including weekends. Describe an interaction with youth and family during traditional and non-traditional work hours. Describe an example of information and resources to be offered to youth and families as part of the supportive relationship. Describe the frequency, duration, contents, and methods to be employed by Respondent staff in delivering supportive relationships, coaching and supervision, and anticipated benefits of these relationships.			
	<b>L. STRUCTURED ACTIVITIES / SKILLS TRAINING AND SUPPORT SERVICES</b>			
Attachment B, Section XX., E., 1., l.	Describe your organization's proposed structured activities, skills training and support services that are to be provided to program youth and how Case Managers will make referrals that will allow for each youth's individualized needs to be addressed through these services. Describe the time frames within the weekly schedule that these activities will be available for youth. Explain your understanding of the linkages between these activities, aftercare in the community, and development of good employment candidates, outlining the anticipated benefits to youth for the selected services.			

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	<b>M. FOCUS ON AFTERCARE</b>			
Attachment B, Section XX., E., 1., m.	Describe the service tasks and proposed activities that demonstrate how your organization will ensure that youth participating in the Day Treatment program will be prepared for the aftercare period following discharge. (Consider transition planning; skills development; how the youth will become a productive, contributing member of the community; and, explain how these tasks will further the Department's overarching goal of reducing recidivism and turning around the lives of these youth.)			
	<b>N. FAMILY ENGAGEMENT / INVOLVEMENT</b>			
Attachment B, Section XX., E., 1., n.	Explain your understanding of the need for, and the benefits of, family engagement/involvement for the target population. Describe the service tasks and proposed activities that demonstrate how your organization will support family engagement and your understanding of the needs for the family unit that will assist the youth when residing in the community after program discharge. Outline any specific family engagement activities that will be employed, including the frequency and tasks.			
	<b>O. STAFFING AND PERSONNEL</b>			

**ATTACHMENT O**

**ITN REPLY CROSS REFERENCE TABLE - MANDATORY**

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Attachment B, Section XX., E., 1., o.	<p>Describe the Respondent's number and type of proposed program staff that will operate and deliver the FBDT program services as specified in the ITN. Include the youth to staff ratios to be maintained for case managers and caseload for therapeutic staff. The Respondent's proposed staffing plan shall identify all program staff, as applicable, including Program Directors, Case Managers, Supervisors, Mental Health Clinical Staff, Substance Abuse Clinical Staff, Administrative Workers, Transportation staff, Food Service Staff, etc. If the Respondent is proposing FBDT services in more than one circuit, a staffing plan must be submitted for each proposed site location.</p> <p>Describe the qualifications of <u>all</u> staff positions proposed, and include job descriptions for each type of position.</p> <p>Provide a staff training plan that outlines all DJJ required Direct Services Staff training, Respondent employee training and modality/intervention required training that must occur to provide services as specified in the ITN. List each topic, and how it will be delivered (Learning Management System, Instructor Led). Indicate how training documentation will be maintained and submitted to the Department's Office of Staff Development &amp; Training.</p>			

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	Describe your operational approach to the recruitment, training, supervision and retention of staff to provide services and describe your backup plan for ensuring staff absences and vacancies will be filled to ensure uninterrupted services for FBDT youth. Describe your organization's approach to recruitment of culturally diverse and bilingual staff who are able to meet the unique cultural and gender specific needs of the proposed population.			
	<b>P. IMPLEMENTATION PLAN</b>			
Attachment B, Section XX., E., 1., p.	Describe your understanding of the tasks involved, with dates and time frames necessary for program service implementation as soon as possible, but no later than January 1, 2019, which specifically address key pre-operational points, including but not limited to the following: a. finalizing site arrangements and ordering fixtures and furnishings for the FBDT program facilities in the Circuit(s) proposed. b. obtaining Local and State facility inspections c. developing agreements with the Local County School District(s) for the programs in the Circuit(s) proposed that indicate the DJJ Alternative School/educational component will be ready to start in June 2019 per the local			

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	School Districts' DJJ alternative school calendar in the Circuit(s) proposed. d. Meal and snack preparation and delivery to youth, and where youth will eat. e. advertising, hiring, background screening (DJJ and LCSB as applicable). f. training staff for direct care and other training, including training in any modalities to be delivered. g. identifying local subcontractors for any services not on site, and executing subcontracts. h. compliance with all pre-operational requirements outlined in the ITN which are needed prior to service delivery.			

**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

**A. INTRODUCTORY STATEMENT**

Provide an introductory statement of the general program strategy and methodologies that will be used to achieve the goals of the FBDT Program. Explain what makes your organization's proposed program a maximized Facility Based Day Treatment program, explaining the anticipated long-term results that will benefit program participants. There are no points awarded for this category.  
*(Weighted: 0 Max Pts: 0)*

RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
		<p><b>THERE ARE NO POINTS SCORED FOR THIS CATEGORY.</b></p>
<p><b>FINAL SCORE: <u>N/A</u> (0-3)</b></p>		<p><b>INITIALS &amp; DATE: _____</b></p>

**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

**B. MANAGEMENT COMPETENCIES AND CAPABILITIES**

Describe in narrative format your organization’s approach to plan, control, and manage oversight of the FBDT Program services and the DJJ alternative school, including how management will ensure that staff-to-youth ratios and therapist caseloads are maintained at appropriate, effective and manageable levels; training is consistent with Department requirements; and, staff possess qualifications and professional experience to provide services as specified in this ITN. Provide a copy of your organization’s corporate organizational chart and a description of the corporate organizational structure, as well as a program organizational chart for the proposed FBDT Program in the geographical county areas of the Circuits on page 1 of this ITN, which illustrates lines of supervision. Describe your organization’s past experiences providing management and oversight of programs delivering services to at-risk or delinquent youth, similar to the services sought in this ITN.

*(Weighted: 15 Max Pts: 45)*

RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
<p>The organization and structures of the FBDT programs proposed and the DJJ alternative school are clearly described and all lines of authority are explained, including internal quality improvement and human resources. The Respondent’s structure represents a lean, efficient and effective administrative model. The Respondent describes a comprehensive plan that incorporates effective management with corporate oversight of the proposed day treatment program. The Respondent’s plan details previous experience implementing and monitoring the type of program model as outlined in the ITN.</p>	<p>3 Points</p>	
<p>The organization and structure of the FBDT program proposed is described and all lines of authority are clear. Experience is relevant and is explained.</p>	<p>2 Points</p>	
<p>The organization and structure the FBDT program proposed is provided and experience is described but some details are not clear. Internal Quality Improvement and Human Resources are identified but with few necessary tasks and details.</p>	<p>1 Point</p>	

The Respondent does not describe previous experience or information is not sufficient to determine the organization structure.	0 Points	
<b>FINAL SCORE:</b> _____ (0-3)		<b>INITIALS &amp; DATE:</b> _____

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**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

<p><b>C. OVERVIEW OF MINIMUM SERVICE REQUIREMENTS (ATTACHMENT A-1)</b>                  Describe your organization's understanding and approach to the service tasks that will ensure compliance with the minimum service requirements set forth in the ITN, including all rules and regulations, specifically addressing all sections of Attachment A-1 of the ITN document.  <i>(Weighted: 63 Max Pts: 189)</i></p>		
RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
<p>The Respondent's description of services to be provided exceeds the requirements of the ITN and the Respondent's approach to tasks is thoroughly described and demonstrates a clear understanding, specifically addressing each of the following:</p> <ol style="list-style-type: none"> <li>1. Youth program eligibility,</li> <li>2. Referral and program acceptance / placement,</li> <li>3. Length of stay and extension process,</li> <li>4. Program orientation,</li> <li>5. Client confidentiality,</li> <li>6. Needs assessments including C-PACT, Mental Health and Screening, MAYSI-2 and Suicide Risk,</li> <li>7. Service Planning, to include use of the YES Plans and reviews, JJIS documentation requirements, participating in community service activities, leisure activities at the program site,</li> <li>8. Case Management,</li> <li>9. Community Supervision,</li> <li>10. Youth Case Files and Record and Service Delivery Documentation,</li> <li>11. Youth Employment,</li> <li>12. Behavioral Management,</li> <li>13. Food Service,</li> <li>14. JJIS and Data Requirements,</li> <li>15. Absconder and Jail Policy,</li> <li>16. Reporting.</li> </ol>	3 Points	
<p>The Respondent's description of their approach is adequate, meeting the requirements above, with some details described for specific items, with more than twelve (12) items being addressed.</p>	2 Points	
<p>The Respondent's description of their approach is provided; however, the reply is lacking in many needed details or items and/or has less than twelve (12) of the specific items required above being addressed.</p>	1 Point	

<p>The Respondent does not describe how they will approach twelve (12) or more of the minimum requirements above, and/or the reply is insufficient with little or no details at all.</p>	<p>0 Points</p>	
<p><b>FINAL SCORE:</b> _____ <b>(0-3)</b> <span style="float: right;"><b>INITIALS &amp; DATE:</b> _____</span></p>		

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**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

<p><b>D. UNDERSTANDING OF TARGET POPULATION</b> Describe your organization’s understanding of the needs of the target population, including criminogenic risk factors, status, specialized gender needs, and other components that contribute to delinquency, and your approach to identifying and meeting the needs of the target population. <i>(Weighted: 32 Max Pts: 96)</i></p>		
RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
<p>The Respondent’s description of the target population indicates knowledge and understanding of the population to be served and is thoroughly described, as follows:</p> <ul style="list-style-type: none"> <li>• Target population of high risk and moderate risk male and female population, with specific gender and cultural needs, is at a high risk to recidivate and have high needs. Should address gang activity/violent crimes, high poverty and under resourced population.</li> <li>• Delinquency programs address predictive factors that influence a youth’s behavior, values and attitudes (i.e. criminogenic needs). Examples of criminogenic needs are: current alcohol usage; current drug usage; mental health problems; school status; peer associations; household member jail history.</li> <li>• Identification of the youth’s criminogenic needs uses a recognized needs assessment tool and incorporating the C-PACT information in order to determine a youth’s risk to re-offend and properly identify those criminogenic needs that require an intervention(s). Assessment of the youth is not a one-time event, but an on-going process and therefore the Respondent must conduct ongoing assessments to determine the progress being made to address the specified criminogenic need(s).</li> </ul>	3 Points	
<p>The Respondent’s description of the targeted population needs is adequate, demonstrating a basic knowledge and understanding.</p>	2 Points	
<p>The Respondent’s description of their approach is poor, omitting necessary details and does not demonstrate knowledge and understanding.</p>	1 Point	
<p>The Respondent does not describe the targeted population needs or the information provided is insufficient.</p>	0 Points	
<p><b>FINAL SCORE: _____ (0-3)</b></p>		<p><b>INITIALS &amp; DATE: _____</b></p>

**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

<p><b>E. DJJ_ALTERNATIVE SCHOOL / EDUCATIONAL COMPONENT</b>                  Describe your organization’s approach to partnering with the local school district for them to either provide educational services directly to youth at the FBDT program or for your organizations approach to providing the educational component at the FBDT Program directly and your agreement to work directly with the Local County School District(s) to ensure all requirements for the DJJ Alternative School will be complied with by the FBDT Program start date. Identify specifically how your proposed agreement with the Local County School District(s) will work for each FBDT program site, including who will be responsible for the teachers, educational space and equipment, other school supplies and resources, and how funding will be tracked separately from DJJ FBDT funds and resources. Identify any funding you expect to receive from the school district. The Respondent shall include a letter from the Superintendent of Schools in the district where the proposed FBDT Program will be located, stating that the school district is aware of the Respondent’s reply and understands that, if awarded, a DJJ/Alternative School will be opening in their district. For Respondent’s proposing a FBDT program in more than one circuit, written communication from the appropriate school district is required for each circuit where services will be delivered.                  (Weighted: 25 Max Pts: 75)</p>		
RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
<p>The Respondent’s approach to providing the educational component at the FBDT program is detailed and descriptive. In addition, the response indicates the Respondent will work directly with the Local County School District(s) in the Circuit(s) proposed to ensure requirements for the DJJ Alternative School can be complied with by the requested program start date. The response fully details how funding will be tracked separately. The Respondent indicates they will meet or exceed the school district requirements and indicates the educational component for day treatment youth will:</p> <ul style="list-style-type: none"> <li>• Work or has worked directly with Local County School District(s) in the Region proposed to ensure all requirements for the DJJ Alternative School are complied with by the requested program start date.</li> <li>• Be a collaborative program (DJJ, school district, the youth and family).</li> <li>• Includes the requirement to develop an Individual Education Plan (IEP) to meet the unique needs of each youth, if applicable by their proposed agreement with the school district.</li> <li>• Has the administrative capability and robust system for accounting and separately tracking funding and appropriately documenting expenditures that are school related or DJJ FBDT program related.</li> </ul>	3 Points	
<p>The Respondent’s description of the educational component is adequate, demonstrating a basic knowledge and understanding of Local County School District(s) requirements in the Circuit(s) proposed and has a basic accounting and funding tracking system.</p>	2 Points	

<p>The Respondent's description of the educational component is poor, lacking knowledge and understanding of the Local County School District(s) requirements in the Circuit(s) proposed and has a rudimentary accounting and fund tracking system.</p>	<p>1 Point</p>	
<p>The Respondent does not describe the educational component, does not indicate they understand the Local County School District(s) requirements in the Circuit(s) proposed and has little or no accounting and funding tracking system described.</p>	<p>0 Points</p>	
<p><b>FINAL SCORE:</b> _____ <b>(0-3)</b></p>		<p><b>INITIALS &amp; DATE:</b> _____</p>

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**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

**F. SMALLER DAY TREATMENT FACILITY / HOME ENVIRONMENT**

Describe your organization’s approach to providing services in a smaller facility, offering more of a home-like environment geared toward optimized services and program effectiveness. Provide a copy of the FBDT program’s weekly service/activity schedule, including weekends, that illustrates that required interventions, activities and tasks will be provided and how staff will deliver supportive relationships to youth daily throughout their program participation. Provide a detailed description and photographs of the proposed facility/site location and the surrounding neighborhood for your proposed facility site, demonstrating the facility is not located near bars, clubs, gambling sites/casinos and/or adult clubs, and demonstrating sufficient space indoors and outdoors for activities including recreational activities.

*(Weighted: 36 Max Pts: 108)*

RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
<p>The Respondents approach to providing the FBDT program fully meets or exceed the Department’s desired goals, such as:</p> <ul style="list-style-type: none"> <li>• Services are provided in a smaller facility; a home-like environment;</li> <li>• Smaller caseloads are identified, allowing for a hands-on approach to each program participant;</li> <li>• Youth receive special individualized attention and supportive relationships with staff and mentors during program hours AND weekends, as needed;</li> <li>• The weekly schedule reflects a variety of treatment services and structured activities are available each day;</li> <li>• Activities include individual and group mental health counseling, recreation, education, employment counseling, life skills, cognitive skills training, substance abuse treatment, and community resource referrals;</li> <li>• The location of the FBDT program is appropriately located in the Circuit and <u>not</u> in or around <b>strip malls</b>, bars, clubs, gambling sites/casinos or adult clubs and has sufficient space both indoors and outdoors for activities, including recreational activities.</li> </ul>	<p align="center">3 Points</p>	
<p>The Respondent’s description of a small program is adequate, demonstrating a basic knowledge and understanding of the desired goal of the FBDT program, with basic details of the youth’s individualized needs outlined, a weekly schedule with several activities is provided, and/or the location is adequate.</p>	<p align="center">2 Points</p>	
<p>The Respondent’s description of a small program is poor, with little knowledge and understanding of the desired goal of the FBDT program, minimal details of the youth’s individualized needs outlined, the weekly schedule of activities is minimal, and/or the location is not desirable.</p>	<p align="center">1 Point</p>	

The Respondent does not describe a FBDT program with the details required, the description is very insufficient, and/or the location is not identified as requested.	0 Points	
<b>FINAL SCORE: _____ (0-3)</b> <span style="float: right;"><b>INITIALS &amp; DATE: _____</b></span>		

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**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

<p><b>G. TRANSPORTATION</b> Describe your organization’s plan for transportation that demonstrates a fully funded transportation program and understanding of how transportation is a critical need to support the FBDT program(s). Provide methods of transportation (vehicles, buses, staff cars) and whether Respondent owned/leased vehicles, insurance, staff requirements for transporting youth, and how compliance with DJJ policy and requirements from the Attachment A and Attachment A-1 on transportation will be met. Address how weekend activities, community referrals, and outside appointments during program hours will be coordinated and staff responsible for coordination and transportation. (Note: DJJ Transportation policy is available on the Department’s website). <i>(Weighted: 60 Max Pts: 180)</i></p>		
RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
The Respondent has a comprehensive transportation plan that clearly exceeds the ITN requirement for transportation, with a centralized location to prevent transportation barriers. The schedule for transportation has sufficient time frames identified for pickup from youth homes and delivery back to their homes for school and appointments during and after program services. The Respondent clearly understands and addresses DJJ transportation policy and requirements of the ITN for transporting youth, explains how transport for appointments, after hour services and weekend services will be coordinated and delivered.	3 Points	
The Respondent’s transportation plan meets the ITN requirements, and has a schedule allowing for home pick-up and delivery, restates the DJJ Transportation policy and requirements of the ITN for transporting youth, and identifies a process for transportation outside of week day school and program hours.	2 Points	
The Respondent has a poorly developed transportation plan, without sufficient detail to determine if the objectives of the DJJ Transportation policy and requirements of the ITN for transporting youth will be met.	1 Point	
The Respondent did not submit a transportation plan or the transportation plan is insufficient to meet the desired outcome.	0 Points	
<p><b>FINAL SCORE: _____ (0-3)</b></p>		<p><b>INITIALS &amp; DATE: _____</b></p>



**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

<p><b>H. INDIVIDUALIZED TREATMENT / SERVICE PLANNING</b>                  Describe your organization’s approach to the youth’s individualized service planning, including criteria and components to be addressed, documentation to be reviewed, staff responsible for service planning, review frequency, and how intervention and treatment will be documented. Explain how your approach is individualized and how addressing service needs of the youth in this manner will optimize program delivery and the benefits to be achieved through the methods described. Describe your organization’s approach to treatment planning as set forth in Rule 63N-1, F.A.C.  <i>(Weighted: 30 Max Pts: 90)</i></p>		
RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
The Respondent has a clearly identified approach for assessments, and for individualized service planning that exceeds all ITN requirements, utilizing the C-PACT and YES Plan to determine needs, and has established processes for review as required (thirty (30) days), and updating the plan and documentation of services is clearly identified and exceeds requirements. The Respondent clearly understands why the need for an individualized service plan for each youth based on assess needs will maximize service delivery and provide benefits to the youth. Understands the need to use the YES Plan and incorporate all program service planning in that document.	3 Points	
The Respondent’s approach to service planning meets some of the ITN requirements, identifies that assessments will be done with review of the C-PACT and YES plan, and indicates a process for review and updating the plan and documentation. The Respondent offers adequate service planning for each youth without it being clearly individualized. Indicate they will use the YES Plan and incorporate all program service planning in that document.	2 Points	
The Respondent’s approach for youth service planning identifies that assessments will be done; however, the process of planning, reviewing and updating of service plans is not clearly defined. Lack of understanding of incorporating the youth’s YES Plan.	1 Point	
The Respondent’s approach for individualized service planning is not addressed or is clearly insufficient. The sample ISP format is not provided.	0 Points	
<p><b>FINAL SCORE: _____ (0-3)</b></p>		<p><b>INITIALS &amp; DATE: _____</b></p>

**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

**I. DELINQUENCY INTERVENTIONS**

Describe in detail, your proposed delinquency intervention, including Evidence-Based Practices (EBP), Promising Practices (PP) and Practices with Demonstrated Effectiveness (PDE), that your organization has selected to provide from Exhibit 4, Pick List of DJJ Approved Delinquency Interventions. Complete the Exhibit 5, and return it in this section of your reply. Include your understanding of how your proposed intervention services will be delivered in accordance with the model curriculum, how services will be monitored for fidelity, how criminogenic risk factors of youth are addressed by the intervention, and how road blocks to treatment will be addressed. If the Respondent is proposing services in multiple circuits, then indicate if different modalities will be provided or if the same modality will be provided at each proposed program. If different modalities will be provided, include an Exhibit 5 for each circuit where services are being proposed.

*(Weighted: 75 Max Pts: 225)*

RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
The Respondent has identified interventions to be provided that are outlined in Exhibit 4, with at least one EBP, and has a variety of offerings of other delinquency interventions (PP or PDE) with clearly identified criminogenic factors to be addressed by the proposed intervention. The details of each intervention in Exhibit 4 are clear, as to frequency and fidelity, and the proposed ways to treat road blocks are fully and clearly addressed.	3 Points	
The Respondent has identified interventions to be provided including one that is EBP and has limited other offerings. Criminogenic risk factors to be addressed by the proposed intervention are provided. The details of each intervention are provided, and the details as to frequency, fidelity and the proposed ways to treat road blocks are provided.	2 Points	
The Respondent's identified choice of delinquency intervention is poor or limited, there is not a EBP for high risk youth, and the frequency, duration, and fidelity is poorly addressed	1 Point	
The Respondent's delinquency interventions are not addressed and/or the information and details is clearly insufficient.	0 Points	

**FINAL SCORE:** \_\_\_\_\_ **(0-3)**

**INITIALS & DATE:** \_\_\_\_\_

**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

**J. MENTAL HEALTH / SUBSTANCE ABUSE TREATMENT SERVICES**  
 Describe your approach to ensuring youth receive necessary and appropriate mental health and/or substance abuse treatment services as determined necessary through assessments as set forth in Rule 63N-1, F.A.C. Describe how services will be provided on-site by the Respondent staff. In the event services are necessary to be provided off-site, describe how subcontracted mental health/substance abuse providers will be utilized and/or how referrals for services in the community will be made. Describe the process for ensuring off-site providers meet the qualification for MH/SA staff as set forth in the ITN. Address transportation and documentation of services provided to youth in accordance with the requirements set forth in the ITN, statutes, rules and regulations.  
 (Weighted: 44 Max Pts: 132)

RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
The Respondent's proposed approach to the delivery of Mental Health and/or Substance Abuse Treatment Services exceeds the minimum requirements of the ITN, with services delivered based on an individualized plan for each youth. Services are provided on site by Respondent staff, reducing the need for transportation; there is a DMHA available for oversight; and, documentation requirements for services is well narrated.	3 Points	
The Respondents proposed approach to the delivery of Mental Health and/or Substance Abuse Treatment Services meets the majority of the ITN requirements, with services delivered based on an individualized plan for each youth. Services are through referrals with transportation provided and coordinated. There is a plan for use of a DMHA and documentation requirements are stated.	2 Points	
The Respondent's approach to the delivery of Mental Health and/or Substance Abuse Treatment Services is poor or limited, and other requirements are poorly addressed.	1 Point	
The Respondent's approach to the delivery of Mental Health and/or Substance Abuse Treatment Services are not addressed and/or the information on details is clearly insufficient.	0 Points	

**FINAL SCORE:** \_\_\_\_\_ (0-3)

**INITIALS & DATE:** \_\_\_\_\_

**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

**K. SUPPORTIVE RELATIONSHIPS / CONSTANT SUPERVISION**  
 Describe the proposed program approach to ensure each youth will receive round the clock supportive relationships through case management, contacts and coaching, supervision, on site and off site, including weekends. Describe an interaction with youth and family during traditional and non-traditional work hours. Describe an example of information and resources to be offered to youth and families as part of the supportive relationship. Describe the frequency, duration, contents, and methods to be employed by Respondent staff in delivering supportive relationships, coaching and supervision, and anticipated benefits of these relationships.  
 (Weighted: 42 Max Pts: 126)

RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
The Respondent's approach to the delivery of supportive relationships, through case management, contacts, coaching, and supervision, exceeds the minimum requirements of the ITN and is well planned, and organized describing staff to youth relationships both on-site and off-site and weekends, with the plan for such to be individualized based on a youth's needs. The methods of support and supervision for youth with frequency, duration and contents including family engagement are well defined, emphasizing the program goals and desired outcomes for the youth.	3 Points	
The Respondents proposed approach to the delivery of supportive relationships, through case management, contacts, coaching and supervision, meets the minimum requirements of the ITN and there are planned and organized tasks and activities. Time frames are stated, with the methods of support and supervision for youth explained.	2 Points	
The Respondent's approach to the delivery of supportive relationships and supervision for each youth is poor or limited, and other requirements are poorly addressed.	1 Point	
The Respondent's approach to the delivery of supportive relationships and supervision are not addressed and/or the information on details is clearly insufficient.	0 Points	

**FINAL SCORE:** \_\_\_\_\_ (0-3)

**INITIALS & DATE:** \_\_\_\_\_

**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

<p><b>L. STRUCTURED ACTIVITIES / SKILLS TRAINING AND SUPPORT SERVICES</b>                  Describe your organization’s proposed structured activities, skills training and support services that are to be provided to program youth and how Case Managers will make referrals that will allow for each youth’s individualized needs to be addressed through these services. Describe the time frames within the weekly schedule that these activities will be available for youth. Explain your understanding of the linkages between these activities, aftercare in the community, and development of good employment candidates, outlining the anticipated benefits to youth for the selected services.                  (Weighted: 25 Max Pts: 75)</p>		
RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
The Respondent’s proposed description of the delivery of structured activities, skills training and support services is excellent, with a wide variety of offering for program youth, with clear benefits to youth that lead to good life skills, activities and employment for the youth after program discharge. Services are individualized based on needs and service time frames are clearly identified and vary, providing optimum opportunities for youth to participate in needed or desired topics. The response describes the needed connection between the activities proposed, after care, and how the activities proposed will lead to career development and benefits to the youth.	3 Points	
The Respondent’s proposed description of the delivery of structured activities, skills training and support services is adequate with several offerings for program youth, resulting in benefits after discharge. Activity and training time frames are provided, giving youth options for participating. The response describes how services proposed are connected to the youth’s life after discharge, including job opportunities.	2 Points	
The Respondent’s proposed description of the delivery of structured activities, skills training and support services is poor, and the majority of details outlined above are omitted or indicate understanding of the need for the above services.	1 Point	
The Respondent did not provide a description of the delivery of structured activities, skills training and support services or the response is insufficient to determine if the needed services will be provided as desired.	0 Points	
<p><b>FINAL SCORE:</b> _____ (0-3)</p>		<p><b>INITIALS &amp; DATE:</b> _____</p>

**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

**M. FOCUS ON AFTERCARE**

Describe the service tasks and proposed activities that demonstrate how your organization will ensure that youth participating in the Day Treatment program will be prepared for the aftercare period following discharge. (Consider transition planning; skills development; how the youth will become a productive, contributing member of the community; and, explain how these tasks will further the Department's overarching goal of reducing recidivism and turning around the lives of these youth.)  
(Weighted: 20 Max Pts: 60)

RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
The Respondent has clearly demonstrated an excellent understanding of the need for proper preparation of the youth for the aftercare period, has a good plan for identifying the youth's needs after FBDT program discharges, and has identified a variety of tasks/services including transition planning, to be delivered which would assist in furthering the Department's goals of reducing recidivism and turning around the lives of these youth.	3 Points	
The Respondent has a general understanding of the need for proper preparation of the youth for the aftercare period, looks at identifying the youth's needs after FBDT program discharge and has identified some of the tasks to be delivered that would help the youth in aftercare and achieve the goal of reducing recidivism.	2 Points	
The Respondent has a basic or poor understanding of the need to prepare the youth for aftercare, and doesn't include transition planning and has not clearly defined any specific services to be delivered during aftercare that would help in reducing recidivism during the aftercare period.	1 Point	
The Respondent has no real understanding of the aftercare period and/or the information provided is insufficient.	0 Points	

**FINAL SCORE:** \_\_\_\_\_ (0-3)

**INITIALS & DATE:** \_\_\_\_\_

**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

<p><b>N. FAMILY ENGAGEMENT / INVOLVEMENT</b>                  Explain your understanding of the need for, and the benefits of, family engagement/involvement for the target population. Describe the service tasks and proposed activities that demonstrate how your organization will support family engagement and your understanding of the needs for the family unit that will assist the youth when residing in the community after program discharge. Outline any specific family engagement activities that will be employed, including the frequency and tasks.  <i>(Weighted: 30 Max Pts: 90)</i></p>		
RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
The Respondent has a thoroughly detailed plan for family engagement and involvement, including specific tasks and activities that are innovative and available during non-traditional business hours, and demonstrates a clear understanding of the benefits of family engagement/involvement and how it will benefit the youth during program participation and after discharge. Activities are interesting, well planned and coordinated.	3 Points	
The Respondent has generally described how family engagement / involvement will occur, why it's necessary, some benefits for the youth, and provided information on some activities for family participation.	2 Points	
The Respondent has poorly described their plan for family engagement / involvement, without demonstrating an understanding of the benefits to the youth, and tasks are not realistic to achieve the goal.	1 Point	
The Respondent has no family engagement / involvement plan or does not identify information or tasks associated with family engagement / involvement; the response is insufficient.	0 Points	
<p><b>FINAL SCORE:</b> _____ <b>(0-3)</b></p>		<p><b>INITIALS &amp; DATE:</b> _____</p>

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**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

**O. STAFFING & PERSONNEL**

Describe the Respondent's number and type of proposed program staff that will operate and deliver the FBDT program services as specified in the ITN. Include the youth to staff ratio's to be maintained for case managers and caseload for therapeutic staff. The Respondent's proposed staffing plan shall identify all program staff, as applicable, including Program Directors, Case Managers, Supervisors, Mental Health Clinical Staff, Substance Abuse Clinical Staff, Administrative Workers, Transportation staff, Food Service Staff, etc. Describe the qualifications of all staff positions proposed, and include job descriptions for each type of position. If the Respondent is proposing FBDT services in more than one circuit, a staffing plan must be submitted for each proposed site location.

Provide a staff training plan that outlines all DJJ required Direct Services Staff training, Respondent employee training and modality/intervention required training that must occur to provide services as specified in the ITN. List each topic, and how it will be delivered (Learning Management System, Instructor Led). Indicate how training documentation will be maintained and submitted to the Department's Office of Staff Development & Training.

Describe your operational approach to the recruitment, training, supervision and retention of staff to provide services and describe your backup plan for ensuring staff absences and vacancies will be filled to ensure uninterrupted services for FBDT youth. Describe your organization's approach to recruitment of culturally diverse and bilingual staff who are able to meet the unique cultural and gender specific needs of the proposed population.

*(Weighted: 40 Max Pts: 120)*

RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
The Respondent's staffing plan is robust, exceeding the minimum ITN requirements, including youth to staff ratios, with positions identified; staff qualifications are identified and exceed minimum requirements; and job duties are correct for the positions. The Staff Training plan is clear and demonstrates staff will be fully trained as required. There is a detailed plan for recruitment, training, supervision and retention of staff, including culturally diverse and bilingual staff as applicable.	3 Points	
The Respondent's staffing plan meets the minimum ITN requirements; staff qualifications and duties are identified; and, there is an adequate plan for recruitment, training, supervision and retention of staff.	2 Points	
The Respondent's staffing plan, staff qualifications and duties are identified; there is somewhat of a plan for recruitment, training, supervision and retention of staff. The information presented is poor and unclear.	1 Point	
The Respondent's reply did not contain the required information.	0 Points	

**FINAL SCORE:** \_\_\_\_\_ **(0-3)**

**INITIALS & DATE:** \_\_\_\_\_



**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

**P. IMPLEMENTATION PLAN**

Describe your understanding of the tasks involved, with dates and time frames necessary for program service implementation as soon as possible, but no later than ~~January 1, 2019~~ **June 1, 2019**, which specifically address key pre-operational points, including but not limited to the following:

- a. finalizing site arrangements and ordering fixtures and furnishings for the FBDT program facilities in the Circuit(s) proposed.
- b. obtaining Local and State facility inspections
- c. developing agreements with the Local County School District(s) for the programs in the Circuit(s) proposed that indicate the DJJ Alternative School/educational component will be ready to start in June 2019 per the local School Districts' DJJ alternative school calendar in the Circuit proposed.
- d. Meal and snack preparation and delivery to youth, and where youth will eat.
- e. advertising, hiring, background screening (DJJ and LCSB as applicable).
- f. training staff for direct care and other training, including training in any modalities to be delivered.
- g. identifying local subcontractors for any services not on site, and executing subcontracts.
- h. compliance with all pre-operational requirements outlined in the ITN which are needed prior to service delivery.

*(Weighted: 25 Max Pts: 75)*

RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
The Respondent has a thoroughly detailed implementation plan with reasonable dates and time frames. It indicates specific tasks which demonstrate direct services to youth should be fully operational by the desired start date of <del>June 3, 2019</del> <b>June 1, 2019</b> , and the educational component will be ready to start in June 2019 per the Local County School District DJJ alternative school calendar for the FBDT program locations in the Circuit(s) proposed.	3 Points	
The Respondent has an implementation plan with specific tasks identified that indicates direct services to youth will begin on <del>June 3, 2019</del> <b>June 1, 2019</b> , and the educational component will be ready to start in June 2019 per the Local County School District DJJ alternative school calendar for the FBDT program locations in the Circuit(s) proposed.	2 Points	
The Respondent has some of the necessary start up tasks identified but it is not clear that services to youth will start on time.	1 Point	
The Respondent has an unrealistic or extremely poor implementation plan, without specific tasks identified.	0 Points	

**FINAL SCORE:** \_\_\_\_\_ **(0-3)**

**INITIALS & DATE:** \_\_\_\_\_

**ATTACHMENT Q**  
**RESERVED**

**ATTACHMENT R  
CLIENT CONTACT LIST**

**(MANDATORY FOR RESPONDENTS NOT CURRENTLY CONDUCTING BUSINESS WITH DJJ)**

THE DEPARTMENT SHALL NOT PROVIDE A REFERENCE.

THE FORM SHALL BE SUBMITTED WITH THE REPLY AS PER ATTACHMENT B., V., G.

**CLIENT 1:**

NAME OF CLIENT: \_\_\_\_\_

TITLE OF CLIENT: \_\_\_\_\_

FIRM OR BUSINESS NAME: \_\_\_\_\_

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

OFFICE E-MAIL: \_\_\_\_\_

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

TYPE OF SERVICE PROVIDED: \_\_\_\_\_

**CLIENT 2:**

NAME OF CLIENT: \_\_\_\_\_

TITLE OF CLIENT: \_\_\_\_\_

FIRM OR BUSINESS NAME: \_\_\_\_\_

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

OFFICE E-MAIL: \_\_\_\_\_

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

TYPE OF SERVICE PROVIDED: \_\_\_\_\_

**CLIENT 3:**

NAME OF CLIENT: \_\_\_\_\_

TITLE OF CLIENT: \_\_\_\_\_

FIRM OR BUSINESS NAME: \_\_\_\_\_

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

OFFICE E-MAIL: \_\_\_\_\_

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

TYPE OF SERVICE PROVIDED: \_\_\_\_\_

**ATTACHMENT S  
PRICE SHEET**

**(MANDATORY)**

**(For informational purposes only; will not be used in scoring)**

A Price Sheet must be submitted for each circuit/site being proposed. Enter the circuit/site number for which prices are being proposed: \_\_\_\_\_

<b>SERVICE TYPE</b>	<b>NUMBER OF SLOTS</b>	<b>PER DIEM (per diem may only be extended to 2 decimal places)</b>	<b>PAYMENT DAYS ANNUALLY</b>	<b>MAXIMUM ANNUAL AMOUNT</b>
Facility Based Day Treatment Services	(1) 30	(2) \$	250	(3)

The Respondents shall complete the cells above according to these instructions:

- (1) The number of slots available per circuit/site;
- (2) Indicate the slot "Per Diem" amount (to two decimal places only) the Respondent is proposing for FBDT services;
- (3) Multiply the "Number of Slots", times the "Per Diem" amount, times the "Payment Days Annually", to arrive at the "Maximum Annual Amount" for FBDT services.

By submission of and signature on this form, the Respondent agrees to all terms and conditions of this ITN and commits to the prices as stated in this Attachment.

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

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

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

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_