

Date: August 31, 2017

Solicitation #: 10564

Subject: The Department of Juvenile Justice (DJJ or Department) is seeking a Provider for the delivery of medical services, mental health services, substance abuse services and psychiatric services in each of the eight (8) Regional Juvenile Detention Centers (RJDC's) located in the North Region.

The Department seeks replies from qualified non-profit, for profit and government entities to serve as the single Provider of Comprehensive Health Services in eight (8) RJDCs located in the North Region consisting of Alachua RJDC, Bay RJDC, Duval RJDC, Escambia RJDC, Leon RJDC, Marion RJDC, Okaloosa RJDC and Volusia RJDC.

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 Service Requirements for Comprehensive Health Services
Attachment A-2	Minimum Service Requirements for Medical Services
Attachment A-3	Minimum Service Requirements for Mental Health and Substance Abuse Services
Attachment A-4	Minimum Service Requirements for Psychiatric Services
Attachment B	General Instructions for the Preparation and Submission of Replies
Attachment C	Special Conditions
Attachment D	Certification of Experience ( <b>Mandatory</b> )
Attachment E	Reserved
Attachment F	Selection Methodology and Evaluation Criteria
Attachment G	Sample Contract <sup>2</sup>
Attachment H	Attachment H for ITN 10564 - Form Revised <sup>3</sup> ( <b>Mandatory</b> )
Attachment I	Supplier Qualifier Report Request <sup>2</sup>
Attachment J	Comparative Analysis Tool <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
Exhibit 1	Matrix for Medical Services Positions Per Regional Juvenile Detention Centers
Exhibit 2	Matrix for Mental Health, Substance Abuse Services and Psychiatric per Regional Juvenile Detention Centers

<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 #10564**" 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 (F.A.C.) 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.

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,

Jennifer A. Rechichi  
Procurement Manager  
Department of Juvenile Justice  
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**ATTACHMENT A  
STATEMENT OF SERVICES SOUGHT**

**I. INTRODUCTION/BACKGROUND**

The Department of Juvenile Justice (Department) currently contracts with a single Provider for delivery of medical services, mental health services, substance abuse services and psychiatric services in each of the eight (8) Regional Juvenile Detention Centers (RJDCs) located in the North Region.

The Department seeks replies from qualified non-profit, for profit and government entities to serve as the single Provider of Comprehensive Health Services in the Department's eight (8) Regional Juvenile Detention Centers (RJDCs) located in the North Region consisting of Alachua RJDC, Bay RJDC, Duval RJDC, Escambia RJDC, Leon RJDC, Marion RJDC, Okaloosa RJDC and Volusia RJDC.

**II. DEFINITIONS**

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

- A. Assessment of Suicide Risk (ASR) - An assessment of a youth's suicide risk factors or suicide risk behaviors to determine whether the youth is a potential suicide risk and the level of risk. An assessment of suicide risk shall be conducted within twenty-four (24) hours of a referral, or immediately if the youth is in crisis.
- B. Authority for Evaluation and Treatment (AET) - Form HS 002, that when signed by a parent or legal guardian, gives the Department the authority to assume responsibility for the provision of routine mental and physical healthcare to a youth within its physical custody.
- C. Comprehensive Assessment - The gathering of information for the evaluation of a youth's physical, psychological, educational, vocational, social condition and family environment as they relate to the youth's need for rehabilitative and/or Treatment Services, including substance abuse treatment services, literacy services, medical services, family services, and other specialized services, as appropriate.
- D. Comprehensive Health Services - Provision of medical, mental health and substance abuse services and psychiatric services as described in Attachments A-1, A-2, A-3 and A-4 of this ITN.
- E. Comprehensive Mental Health Evaluation - An in-depth evaluation to determine the presence of, or nature and complexity of, a mental disorder.
- F. Comprehensive Substance Abuse Evaluation - An in-depth evaluation to determine the presence of, or nature and complexity of, a substance-related disorder.
- G. Designated Health Authority (DHA) - The DHA shall be a Physician (MD) who holds an active, unrestricted license under chapter 458, Florida Statutes, or an Osteopathic Physician (DO) who holds an active, unrestricted license under chapter 459, Florida Statutes and meets all requirements for practice in the State of Florida. The Physician must be either Board Certified in Pediatrics, Family Practice or Internal Medicine (with experience in adolescent health) or Board-Eligible and have prior experience in treating the primary health care needs of adolescents. A Psychiatrist who holds an unrestricted license under chapters 458 or 459, Florida Statutes, may serve as the DHA of a facility that provides specialized mental health services, as long as the Psychiatrist has current experience in medically treating the physical health care needs of adolescents. The DHA shall be either a state employed or contracted Physician accountable for ensuring the delivery of administrative, managerial and medical oversight of the facility health care system. Corporate physicians, who do not perform clinical/administrative duties on-site, shall not be the Designated Health Authority. The DHA shall ultimately be responsible for the provision of necessary and appropriate health care to youth in the care of a detention center.
- H. Designated Mental Health Clinician Authority - A licensed mental health professional (a psychiatrist licensed pursuant to chapter 458 or 459, F.S., psychologist licensed pursuant to chapter 490, F.S., mental health counselor, clinical social worker, or marriage and family therapist licensed pursuant to chapter 491, F.S., or psychiatric nurse as defined in Section 394.455(23), F.S.) who, through employment or contract, is designated as accountable to the facility superintendent for ensuring appropriate coordination and implementation of mental health and substance abuse services in a departmental facility or program.

- I. Delinquent Youth - Individuals, adjudicated by a juvenile circuit court judge, who have committed a delinquent act.
- J. Department - The Florida Department of Juvenile Justice (the Department), the executive branch agency “responsible for the planning, coordinating, and managing the delivery of all programs and services within the juvenile justice continuum.”
- K. Detention - Provision of temporary custody for youth while awaiting an adjudication hearing, disposition or commitment placement.
- L. Electronic Medical Records – The Office of Health Services (OHS) Electronic Medical Record (EMR)/ Electronic Health Record (EHR) Module in the Department Juvenile Justice Information System (JJIS).
- M. Individual Health Care Record (IHCR) - The permanent departmental file containing the unified cumulative hard-copy collection of clinical records, histories, assessments, treatments, and diagnostic tests which relate to a youth’s medical, mental health, substance abuse, Developmental Disability, behavioral health and dental health which have been obtained to facilitate care or document care provided while the youth is in a detention center and residential commitment program.
- N. Individualized Mental Health/Substance Abuse Treatment Plan - A written, individualized guide, which structures the focus of a youth’s on-going mental health and/or substance abuse treatment. The Individualized Mental Health/Substance Abuse Treatment Plan shall specify the youth’s Diagnostic and Statistical Manual of Mental Disorders (DSM) mental health or substance-related disorder, and the goals and objectives of his or her mental health or substance abuse treatment.
- O. Initial Mental Health/Substance Abuse Treatment Plan - A written, individualized, initial guide, which structures the focus of a youth’s short-term mental health and/or substance abuse treatment.
- P. Memorandum of Negotiation (MON) – In a negotiated procurement process, a summary of the negotiated specifications, terms and conditions for the resultant Contract released by the Department with a request for revised replies and pricing submitted by Respondents based on the outcome of the negotiations conducted.
- Q. Mental Health Crisis Intervention - Short-term therapeutic processes that focus on rapid resolution of acute psychological distress or an acute emotional/behavioral problem. The purpose of such intervention is generally to determine the severity of the distress/problem, potential for harm and to prevent harm to the individual or others.
- R. Mental Health/Substance Abuse Screening - A tool used to determine the potential presence of a mental health and/or substance abuse disorder, indicating a need for further evaluation.
- S. Mini-Treatment Team - A team composed of at least a Mental Health Clinical Staff Person or Substance Abuse Clinical Staff Person and one (1) other staff person from a different service area (e.g. Administrative, supervisory, medical staff) responsible for developing, reviewing and updating Initial and Individualized Mental Health/Substance Abuse Treatment Plans in a detention center.
- T. Past Performance Data – Respondents will provide past performance data to demonstrate their knowledge and experience in providing similar services by submitting information as outlined in Attachment F, Section D. Negotiation Process.
- U. Respondent - Any entity that has submitted a Response/Proposal/Reply to be considered to enter into a contract to provide juvenile treatment services to the Department.
- V. Response/Proposal/Reply – A document submitted by a Respondent to an Invitation to Negotiate (ITN) procurement document to be considered for contract award as a provider of services for juveniles in the care of the Department.
- W. Quality Improvement (QI) - A statutorily mandated process utilized by the Department for the objective assessment of a program’s operation, management, governance and service delivery based on established standards.
- X. State Fiscal Year - The period from July 1 through June 30.
- Y. Supplemental Replies - In a negotiated procurement process supplemental replies are additional information/documentation that may be requested by the Procurement Manager from a Respondent with whom the Department is conducting negotiations to revise, clarify or fully explain the delivery of services or assist in the negotiation process. One (1) or more supplemental replies may be requested during the procurement process.

- Z. System of Care - A comprehensive continuum of delinquency and related services provided in a specific geographic area that incorporates the local community's priorities.
- AA. 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.

### III. OVERVIEW OF SERVICES SOUGHT BY THIS INVITATION TO NEGOTIATE

The Respondent shall deliver Comprehensive Health Services as outlined herein for youth who have been detained in each of the eight (8) Regional Juvenile Detention Centers (RJDCs) located in the North Region consisting of Alachua RJDC, Bay RJDC, Duval RJDC, Escambia RJDC, Leon RJDC, Marion RJDC, Okaloosa RJDC and Volusia RJDC.

### IV. STATEMENT OF PURPOSE

The Department is requesting replies from qualified Respondents who have the qualifications, experience and past performance to provide Comprehensive Health Services clearly linked to the Department's mission, value and goals for the Department's eight (8) regional juvenile detention centers located in the North Region. Based on Research and Data Integrity's 2016 Comprehensive Accountability Report (CAR), the Average Daily Population (ADP) for the State operated detention facilities in Fiscal Year (FY) 2015-16 was nine hundred fifty-three (953) and the total ADP for the North Region's eight (8) juvenile detention centers was two hundred ninety-two (292). An ADP Monthly Report will be utilized for deliverables and invoicing. This information is available in the Secure Detention Utilization (FY 2015-16) Chart on page 4 of the 2016 CAR for Detention Services. The CAR is available at <http://www.djj.state.fl.us/research/reports/research-reports/car>.

Based on FY 2015-16's Secure Detention Utilization Chart in the 2016 CAR, the average number of stays per state-operated detention facility was one thousand two hundred seventy-eight (1,278). The statewide average length of stay at state-operated juvenile detention centers for FY 2015-16 was 12.35 days and 43.4% of all detention stays were seven (7) days or more. The average number of stays for seven (7) days or more in the North RJDCs is 49.6%. Electronic Medical Records data indicates that during the six (6) month period from July 1, 2016 through December 31, 2016, a reported 6,086 Mental Health/ Substance Abuse referrals were made (services would include: screenings, assessments & comprehensive evaluations), and estimated reported three hundred (300) youth received initial treatment plans which are required within seven (7) days for youth on psychotropic medications.

To support the Department's vision for Comprehensive Health Services in the eight (8) RJDCs in the North Region, the proposed services shall accomplish several major goals, including but not limited to the following:

- A. Provide comprehensive medical, mental health, substance abuse and psychiatric services that meet the individual needs of youth.
- B. The Respondent shall be responsible for ensuring the provision of medical, mental health, substance abuse and psychiatric services in accordance with the minimum specifications outlined in Attachments A-1, A-2, A-3 and A-4 for Comprehensive Health Services as further negotiated through this ITN.
- C. Subcontract Oversight and Management: The Respondent shall be responsible for management and oversight of any sub-contracted services to Department youth in accordance with the terms of a Contract resulting from this ITN. In addition, the Respondent will be responsible for ensuring the fidelity of therapists' adherence to any approved curriculum for any evidence-based mental health and/or substance abuse treatment delivered to Department youth.

This Invitation to Negotiate 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 Attachment A-1, A-2, A-3 and A-4 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.

Upon review and evaluation of initial replies, the Department may request supplemental replies from Respondents prior to moving Respondents forward to negotiation presentations and contract negotiations.

The Department intends to award a single contract. The award shall be made to a responsive and responsible Respondent. The award shall be based upon funding availability and the Department's final determination of service needs.

The Department reserves the right to negotiate a contract based on the final determination of services to be provided. Final funding availability for services shall be determined by the Department at its sole discretion.

**V. AUTHORITY**

Section 985.01(1) (b) Florida Statutes, authorizes the Department of Juvenile Justice to provide for the health and well-being of youth in the state's care and to provide for the care, safety, and protection of children in an environment that fosters healthy social, emotional, intellectual, and physical development; ensures secure and safe custody; and promotes the health and well-being of all children under the state's care.

All service tasks listed below must be performed in accordance with Rule 63G Florida Administrative Code (Detention Services), Rule 65D-30.003(15) Florida Administrative Code (Substance Abuse Services), Rule 64B9-14, Florida Administrative Code (Delegation to Unlicensed Assistive Personnel), the Rule 63M-2 (Health Services), current recommendations by the Centers for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA) Standards, chapters 287, 394, 397, 468, 985 and Section 1003.52 Florida Statutes, the Department's Rule 63N-1, F.A.C., (Mental Health, Substance Abuse, and Developmental Disability Services) and all Departmental policies and procedures.

**VI. SERVICES TO BE PROVIDED**

The Comprehensive Health Services Respondent will provide on-site medical, mental health, substance abuse and psychiatric services in the eight (8) detention centers in the North Region for detained youth in need of services. Clinical staff delivering Comprehensive Health Services must meet all qualifications specified in Attachments A-1, A-2, A-3 and A-4 of this document.

Respondents may review additional requirements related to the delivery of health screening, assessments, and treatment in the Department's Health Services Rule 63M-2 F.A.C., and the Department's Mental Health, Substance Abuse and Developmental Disability Services Rule, 63N-1, F.A.C. and chapters 394, 397, 458, 459, 464, 466, 490, and 491, Florida Statutes for the licensing and certification requirements of individuals and organizations providing these services. Respondents may review additional requirements related to general detention services in chapter 63G, 64D-2, 64D-3.046 and 63M-2 of F.A.C.

**ATTACHMENT A-1  
MINIMUM SERVICE REQUIREMENTS FOR  
COMPREHENSIVE HEALTH SERVICES**

The following minimum requirements shall be set forth in any Contract resulting from this ITN for Comprehensive Health Services.

**I. GENERAL DESCRIPTION OF SERVICES**

A. The Respondent shall provide a full array of Comprehensive Health Services consisting of medical services, mental health services, substance abuse services and psychiatric services for youth detained in the detention centers in the North Region as specified in Attachments A-1, A-2, A-3 and A-4 of this document.

The Respondent shall work cooperatively with the Department to ensure detained youth receive high quality, necessary and appropriate health services in each detention center.

The Respondent shall provide a detailed Transition Implementation Plan to ensure smooth transition of medical, mental health, substance abuse and psychiatric services for the Contract resulting from this ITN. The Transition Implementation Plan must include, at a minimum, a timeline for hiring and training Respondent staff and having any subcontracted staff in place as outlined in Attachment B., Section XX., E., 1., b.

Along with providing Comprehensive Health Services, the Respondent shall strive to:

1. Promote dignity and respect for all youth served and their families;
2. Promote individualized healthcare services which meet the unique strengths and needs of the youth and his/her family;
3. Incorporate a broad array of health services that are appropriate for detained youth and their families;
4. Ensure that services are coordinated;
5. Ensure assessment and treatment is from a holistic approach, which promotes the treatment of co-occurring disorders;
6. Ensure that assessment, intervention, and treatment are gender-responsive;
7. Ensure that services are trauma-informed; and
8. Ensure that cultural and linguistic competence is provided with the delivery of any Comprehensive Health Services under a resultant Contract.

B. General Services to be Provided

The Respondent responsibilities and duties shall include, but are not limited to the following services:

1. Review of all Medical and Mental Health/Substance Abuse Admission Intake Screenings completed by Department staff for all youth admitted to each detention center. The Respondent will ensure youth receive the necessary and appropriate health services within each detention center.
2. Deliver high quality health services which are gender-responsive (for boys, girls and transgender youth); address the impact of trauma on youth; and are sensitive to the unique needs of youth from different cultures, races, religions, and ethnicities.
3. Ensuring Respondent clinical staff/practitioners are appropriately trained and complete minimum training for the Department as set forth in this Attachment A-1 and Attachments A-2, A-3 and A-4 for Comprehensive Health Services.
4. Work cooperatively with the Department in implementation of Comprehensive Health Services in each detention center.
5. Ensure the fidelity of any evidence-based mental health and substance abuse therapy provided to Department youth.
6. Reporting required data, including meeting all data collection requirements for the Juvenile Justice Information System (JJIS).
7. Implementation of processes to ensure the accurate, complete, and confidential maintenance of youth data and clinical information.

**II. SERVICES TO BE PROVIDED**

A. Service Tasks

All services shall be delivered in accordance with this Scope of Services, the Department Health Services Rule 63M-2, F.A.C., the Department's Mental Health and Substance

Abuse and Developmental Disability Services Rule, 63N-1, F.A.C., and Rule 63G F.A.C., and chapter 985 Florida Statutes, and as specified in Attachments A-1, A-2, A-3 and A-4 of this ITN document. The following tasks shall be completed for each year of the Contract term for the resulting Contract, unless otherwise noted.

1. Comprehensive Health Services

- a. The Respondent shall ensure provision of appropriate medical services, mental health services, substance abuse services and psychiatric services as determined by the Department and set forth in the resultant Contract.
- b. The Respondent/practitioner shall be responsible for addressing and removing roadblocks to treatments through:
  - 1) Identification of youth or environmental characteristics that block engagement in treatment.
  - 2) Delivering services in a style and manner that is consistent with the ability and learning style of the youth and utilizing a method that is supported by research, recognized standards of care and accepted by the Department.
- c. The Respondent shall ensure that each comprehensive health service is delivered in accordance with Departmental requirements and the recognized standard of care. This shall include training, technical assistance, and competency evaluation of the services being delivered through any subcontracted service provider.
- d. Informed Consent Procedures - The Respondent shall provide and document informed consent for Comprehensive Health Services in accordance with Rule 63M-2 F.A.C., and Rule 63N-1, F.A.C.

2. Comprehensive Health Services Tasks

At a minimum, the Respondent shall ensure that the following tasks are provided for youth receiving services in each detention center including:

a. Admission Screening

At admission, each youth shall receive a Medical and Mental Health/Substance Abuse Admission Intake Screening which includes Suicide Risk Screening as set forth in the Department's Health Services Rule 63M-2, F.A.C and rule 63N-1, FAC. The Respondent's licensed medical staff shall review each youth's Medical Screening and mental health clinical; staff shall review each youth's Mental Health/Substance Abuse Intake Screening including Suicide Risk Screening completed by the Department staff to assess the youth's service needs and provide necessary and appropriate services. This review is to be completed within twenty-four (24) hours after admission.

b. Assessment of Youth

Each youth shall receive additional assessments and/or evaluations as set forth in Department's Health Services Rule 63M-2, F.A.C., and he Department's Mental Health, Substance Abuse and Developmental Disability Services Rule 63N-1, F.A.C., upon admission to a detention center.

c. Clinical Assessments/Evaluations

- 1) When further assessment/evaluation is indicated by screening, each youth must receive in-depth physical health, mental health, substance abuse and/or psychiatric evaluation as set forth in Rule 63M-2, F.A.C., and Rule 63N-1, F.A.C.
- 2) Clinical Assessments/Evaluations must be conducted by licensed practitioners and qualified staff as set forth in Rule 63M-2, F.A.C., and Rule 63N-1, F.A.C. See Attachment A-2 for requirements for assessment requirements for youth receiving medical services, Attachment A-3 for youth receiving mental health and/or substance abuse services and Attachment A-4 for youth receiving psychiatric services.
- 3) Prior to the delivery of services, the Respondent/practitioner must obtain the appropriate authorization or consent form as set forth in Rule 63M-2, F.A.C., and Rule 63N-1, F.A.C., from the



parent/legal guardian and/or youth which must be maintained in the youth's individual healthcare record.

- 4) Maintain a clinical file for each youth, to include signed consent and documentation of services delivery, including, but not limited to: the youth's treatment plan (as applicable to the service provided), treatment/progress notes, assessments, discharge plan set forth in Rule 63M-2 F.A.C and Rule 63N-1 F.A.C.

d. Treatment Planning

- 1) If the services to be provided are mental health or substance abuse treatment (individual, group or family counseling or other therapy service), the Respondent shall ensure an initial and/or individualized treatment plan is developed for each youth receiving mental health and/or substance abuse services as set forth in Attachment A-3 and Department Rule 63N-1, F.A.C.
- 2) Youth diagnosed with both mental disorder and substance-related disorder (dual diagnosis/co-occurring disorders) shall receive an integrated mental health/substance abuse treatment plan which provides interventions and strategies demonstrated effective in treatment of dual diagnosis/co-occurring disorders. The integrated mental health/substance abuse services treatment plan must contain all of information provided in individualized mental health treatment form and substance abuse treatments plan form as set forth in Rule 63N-1 F.A.C.
- 3) A review of the Individualized Treatment Plan must be conducted by the detention center's mini-treatment team every thirty (30) days. The treatment plan review will assess the youth's progress in meeting his/her treatment goals and objectives, and will ascertain whether modifications to the treatment plan are needed.
  - a) The Individualized Treatment Plan must be documented on form MHSA 016 provided in Rule 63N-1, F.A.C., and the OHS Electronic Medical Record.
  - b) The Individualized Treatment Plan Review form must be documented on form MHSA 017 provided in Rule 63N-1, F.A.C., and the OHS Electronic Medical Record.
  - c) The Individualized Treatment Plan (MHSA 016) and Individualized Treatment Plan Review form (MHSA 017) must contain the signatures of the youth and the mental health clinical staff person for the mental health treatment plan or the signature of the youth and qualified professional for the substance abuse treatment plan. If the treatment plan was developed by a non-licensed clinical staff person, the treatment plan must be reviewed and signed by a licensed professional within ten (10) days.

e. Release/Discharge Planning

- 1) Prior to release or discharge of a youth from services (prior to completion of the intervention) the Respondent must coordinate discharge planning with the youth's JPO.
- 2) Upon release/discharge from services, a copy of the youth's Mental Health/Substance Abuse Treatment Discharge Summary (MHSA 011) will be uploaded into JJIS and provided to the youth, parent/legal guardian and JPO as set forth in Department's Rule 63N-1, F.A.C.
- 3) Prior to release or discharge of a youth, the Respondent must coordinate medical needs to ensure continuity of care as set forth in Rule 63M-2 F.A.C.

### III. YOUTH TO BE SERVED

Youth to be served are those detained in the eight (8) RJDC's in the North Region, who are in need of medical services, mental health services, substance abuse services and/or psychiatric services.

#### IV. STAFFING/PERSONNEL

The following should be included at a minimum with the submission of a reply: qualifications, position titles, number of positions, duties and responsibilities, proposed staff weekly schedule and salary for all program staff.

##### A. Staffing Levels

The Respondent shall provide a detailed staffing plan to include position, titles and duties/responsibilities and hours and days each position is on-site at each detention center. The staffing plan shall include a detailed plan for provision of clinical staff and clinical services seven (7) days a week at each detention center. The staffing plan shall also include position titles responsible for on-call services seven (7) days a week, twenty-four (24) hours a day for each detention center.

##### B. Staffing Qualifications

1. The Respondent shall comply with applicable rules, statutes, and licensing standards with regard to professional qualifications.
2. The Respondent shall ensure that all staff shall possess adequate training and education to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.
3. Health Services Staff  
Health services shall be delivered by nursing staff licensed as per Chapter 464, F.S., by physicians licensed as per chapter 458 or 459, F.S., and by dentists as per chapter 466, F.S., as appropriate in their respective areas of expertise in the State of Florida.
4. Mental Health Services  
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 as set forth in Rule 63N-1, F.A.C.
5. Licensed Mental Health Professionals  
A Licensed Mental Health Professional is a psychiatrist licensed under 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 under chapter 490, F.S., a mental health counselor, clinical social worker or marriage and family therapy licensed under chapter 491, F.S., or a psychiatric nurse as defined in chapter 394.455(23), F.S.
6. Non-Licensed Mental Health Staff
  - a. A mental health clinical staff person, 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 a related human services field. A 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.
  - b. A non-licensed mental health clinical staff person providing mental health services in the program must meet one (1) of the following qualifications:
    - 1) Hold a Master's degree from an accredited university or college in the field of counseling, social work, psychology, or related human services field; or
    - 2) 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 youths with serious emotional disturbance or substance abuse problems; or
    - 3) 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 prior to working with youths. The fifty-two (52) hours of pre-service training must include a minimum of sixteen (16) hours of documented clinical training in their duties and responsibilities. When pre-service training has been successfully completed, the non-licensed person may begin working with youths, but must be trained for one (1) year by a mental health clinical staff person who holds a master's degree as set forth in Rule 63N-1, F.A.C. Pre-service training must cover, at a minimum: basic counseling skills, basic group therapy 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. The non-licensed mental health clinical staff person must work under the direct supervision of a licensed mental health professional. 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 (as permitted by law within his or her State of Florida licensure) the mental health services that the non-licensed mental health clinical staff person is providing in the facility.
- d. The licensed mental health professional must assure that mental health clinical staff (whether licensed or non-licensed) working under their direct supervision are performing services that they are qualified to provide based on education, training and experience.

7. Substance Abuse Services Staff

Substance Abuse Services shall be provided in accordance with Rule 63N-1, F.A.C., and with the licensure requirements set forth in chapter 397 and Rule 65D-30.003(15) states the following:

*"Licensing of Department of Juvenile Justice Commitment Programs and Detention Facilities. In those instances, where substance abuse services are provided within Juvenile Justice Commitment programs and detention facilities, such services may be provided in accordance with any one of the four conditions described below.*

- (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."*

Thus, substance abuse services must be provided by employees of a service Provider licensed under chapter 397, Florida Statutes, or in a facility licensed under chapter 397, Florida Statutes [as specified in condition (a) or (b) of Rule 65D-30.003 (15), Florida Administrative Code], or by a qualified professional licensed under chapter 458, 459, 490 or 491, Florida Statutes, (a physician licensed pursuant to chapter 458 or 459; a psychologist licensed pursuant to chapter 490; or a mental health counselor, clinical social worker or marriage and family therapist licensed pursuant to chapter 491) [as specified in conditions (c) or (d), of Rule 65D-30.003 (15), Florida Administrative Code].

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, Florida Statutes, or a facility licensed under chapter 397. The non-licensed substance abuse clinical staff person must hold 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

and meet the training requirements provided in Rule 65D-30, Florida Administrative Code, and work under the direct supervision of a qualified professional as defined in section 397.311, Florida Statutes. 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.

C. The Respondent and all personnel provided under this Scope of Services, whether performance is as a direct service provider, subcontractor, or any employee, agent or representative of the Respondent, 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 resultant Contract, to the Department’s Contract Manager, prior to the delivery of services.

1. Respondent Staffing/General

The Respondent shall provide the required level of staffing for delivery of Comprehensive Health Services, and shall ensure that staff providing services are highly trained and qualified.

2. Key Personnel

The personnel listed below are considered essential to successfully administering and managing the services to be provided in complying with the resultant Contract. Therefore, no later than forty-eight (48) hours after the removal, substitution, or change in status of any individual listed below, the Respondent shall submit to the Department’s Contract Manager a detailed written explanation for the action, a plan to ensure contractual services are provided and, if appropriate, a timeline by which the position will be permanently filled. The Department shall evaluate the impact of the vacancy on the resultant Contract and respond accordingly to continuously be in compliance with requirements of the Contract resulting from this ITN.

The Respondent shall provide a complete list of all positions required below and include the position title, position number and position description. If an individual practitioner is qualified to perform multiple functions such as serve as both the DMHCA and Licensed Mental Health Professional, the Respondent shall detail each function to be performed by the practitioner.

All staff shall possess the required education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements.

Detention Centers must have the following positions filled as indicated below:

<b>Medical Positions</b>
Regional Clinical Director – One (1) Full Time Employee (FTE) for the North Region
Designated Health Authority – DHA (MD) – One (1) per Regional Juvenile Detention Center. Number of hours will depend on size, population and staff at the detention center.
Clinical Manager – (1) FTE - Registered Nurse (RN) level or higher for the following Regional Juvenile Detention Centers: in eight (8) Regional Juvenile Detention Centers (RJDC) located in the North Region consisting of Alachua RJDC, Bay RJDC, Duval RJDC, Escambia RJDC, Leon RJDC, Marion RJDC, Okaloosa RJDC and Volusia RJDC. One (1) or more of the following positions at each of the Regional Juvenile Detention Centers, for on-site nursing coverage a minimum of twelve (12) hours per day, Monday through Friday and a minimum of eight (8) hours per day on weekends, sufficient to perform daily tasks including all med passes: Advanced Registered Nurse Practitioner – ARNP Registered Nurse – RN Licensed Practical Nurse – LPN See Exhibit 1 – Matrix for Medical Services Positions per RJDC

Records Clerk for both Medical and Mental Health/Substance Abuse Services – one (1) FTE per RJDC.
<b>Mental Health and Substance Abuse Positions</b>
Regional Mental Health and Substance Abuse Services Clinical Director – One (1) FTE (Licensed Psychologist under Chapter 490 or Licensed Mental Health Counselor, Licensed Clinical Social Worker or Licensed Marriage and Family Therapist under Chapter 491) for the North Region
Designated Mental Health Clinician Authority (DMHCA) - One (1) FTE per Detention Center.
One (1) or more of the following positions at each of the Regional Juvenile Detention Centers. Mental Health Clinical Staff on-site seven (7) days a week in number sufficient to provide services per RJDC: Licensed Mental Health Professional Mental Health Clinical Staff Person Licensed Qualified Substance Abuse Professional Substance Abuse Clinical Staff Person Note: Non-licensed clinical staff person may also provide substance abuse services if the Provider is licensed under chapter 397 F.S. and as set forth in Rule 65D-30.003(15) and Rule 63N-1, F.A.C. See Exhibit 2 – Matrix for Mental Health/Substance Abuse/Psychiatric Positions per RJDC
<b>Psychiatric Positions</b>
Psychiatrist (on site weekly) Psychiatric ARNP may also provide psychiatric services as per Rule 63N.1.0085 F.A.C. Psychiatrist (Clinical Supervisor) on-site bi-weekly when psychiatric services are provided by Psychiatric ARNP See Exhibit 2 - Mental Health/Substance Abuse/Psychiatric Services Positions per Regional Juvenile Detention Center

3. Respondent Staffing Levels and Qualifications/General  
The Respondent shall provide an adequate level of staffing for delivery of Comprehensive Health Services as outlined herein, and shall ensure all staff providing services are highly trained and qualified to provide the specific services/interventions to be delivered to youth. Corresponding provisions are provided in Attachments A-2, A-3 and A-4.
- a. All staff shall possess the required education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.
  - b. Clinical supervisors shall assure that clinical staff working under their supervision perform services that they are qualified to provide based on education, training and experience.
  - c. A copy of each licensed professional's license under chapters 458, 459, 464, 466, 490, 491, Florida Statutes and substance abuse license under chapter 397, Florida Statutes or a copy of each license for licensed qualified substance abuse professionals under chapter 458, 459, 490 or 491, Florida Statutes shall be provided to the Department's Contract Manager prior to the execution of the Contract resulting from this ITN.
  - d. All health services staff must meet the qualifications set forth in Rule 63M-2, F.A.C., and Rule 63N-1, F.A.C.
4. Staff Changes/Substitutions/Vacancies
- a. Changes to the Key Personnel qualifications required in the resultant Contract are not authorized without prior approval by the Department.

- Requests for staff changes will be submitted to the Department's Contract Manager. Approvals shall be provided in writing.
- b. Substitutions – The Respondent may substitute staff, licensed or unlicensed, however, the substitute staff must be of equal or higher education and licensure to fulfil the responsibilities of the absent staff. The Respondent shall have and utilize a written back-up plan for staffing to ensure provision of adequate qualified staff to fill in for staff who may be absent from work (e.g., unexpected emergency, illness, or vacation or interruption of employment) to ensure services to youth will not be interrupted.
  - c. Vacancies - The Respondent agrees to 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 Contract resulting from this ITN, 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 contract shall receive comprehensive health services uninterrupted and the Respondent shall ensure the position is filled within sixty (60) calendar days.
5. Staff Schedules/Sign-in
- a. The Respondent shall submit to the Department's Contract Manager, Detention Superintendent, and Department Registered Nursing Consultant and/ or Department Senior Behavioral Analyst, a detailed work schedule for the Comprehensive Health Services staff the 28<sup>th</sup> day of the prior month (if utilizing a rotating schedule) or annually (if a set schedule is used). Coverage should include twelve (12) hours a day during the week and eight (8) hours per day on the weekends. The schedule must be coordinated with the Facility Superintendent at each detention center and approved by the Department and must include the name of the individual(s) assigned to work, the days of the week and the work hours for each detention center.
  - b. The Respondent shall submit requests, for Department approval, to revise the approved schedules, vacation coverage and/or personnel changes to the Department's Contract Manager. The request must be received a minimum of seventy-two (72) hours prior to adjusting the Comprehensive Health Services staff scheduled work hours.
  - c. Based on the clinical needs of the youth population and upon approval by the Department's Contract Manager, the Respondent is encouraged to flex staff hours as needed while maintaining coverage seven (7) days a week. In addition, staff hours may be flexed based on unexpected staff absences (i.e. illness, Doctor's appointments, and personal business) with notification to the Department's Contract Manager. In the event of scheduled or unscheduled absences (or approved flexed hours), the Respondent will ensure equal or higher clinical staff coverage is provided at no additional cost to the Department.
  - d. Respondent's staff including the Respondent's management will be required to sign in at each Detention Center.
6. The Respondent shall provide staff during the normal waking hours of the facility, and at times most conducive to interactions between the provider's staff and youth.
7. Staff Background Checks
- a. The Respondent and all staff shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Respondent and all staff shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy. Failure to comply with the Department's background screening requirements may result in termination of the resultant Contract.

- 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 Contract that results from this ITN.
  - c. The Respondent shall ensure staff, including subcontractor staff, obtain the required five (5) year background re-screening every five (5) years from the date of their approval to work at the facility in accordance with the Department's statewide procedure. Five (5) 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. The Respondent shall notify the Department's Background Screening Unit when their employee or subcontractor employees are no longer providing services under the Contract that results from this ITN.
8. Respondent Staff Training  
The Respondent shall provide a detailed training plan:
- a. The Respondent shall ensure compliance with the Staff Training Plan as approved by the Department through the ITN process and set forth in the resultant Contract.
  - b. The Respondent shall ensure all staff successfully completes training requirements as set forth below. The following training shall be completed prior to the delivery of direct services to Department youth:
    - 1) Juvenile Justice Information System (JJIS) [one (1) day]
    - 2) The Department will provide training in JJIS prior to the start date of the resultant Contract to ensure the Provider's staff possesses the necessary training and permissions to access and use JJIS.
    - 3) Pre-Service Training for non-licensed mental health clinical staff as set forth in Attachment A-3.
    - 4) Department Training on the Prison Rape Elimination Act (PREA).
    - 5) Department Training on the Department's Procedures regarding Human Trafficking.
  - c. All costs occurring from, or associated with, Department-required training necessary for performance under the resultant Contract or otherwise required by federal or state law, rule, or Department policy for Respondent employees, agents or subcontractors, shall be the responsibility of the Respondent. Therefore, all training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional itemized training costs, including but not limited to, software, licenses, travel, and materials incurred in the performance of the resultant Contract other than the compensation stated in the Payment Method section of the Contract resulting from this ITN.
9. The Respondent must report to the Department's Contract Manager any personnel actions affecting individuals assigned to any Detention Center within twenty-four (24) hours of taking such action. This does not mitigate the Respondents responsibility to comply with the Department's reporting requirement pertaining to incident reporting to the North Communications Center.  
These personnel actions might include termination, suspension, demotion or punitive or consultative action taken because of improper conduct in the workplace or criminal activity.

## V. DELIVERABLES

The Respondent shall deliver one month of services which meet the scope of services outlined in Attachments A, A-1, A-2, A-3 and A-4 of this ITN. The Respondent shall not receive payment for services rendered prior to the execution date or after the termination date of the resulting Contract. The Respondent shall deliver all services as outlined in the resulting Contract.

## VI. REPORTS

- A. Invoice  
 Properly prepared invoices shall be submitted for each detention center directly to the Department's Contract Manager within fifteen (15) business days following the end of the month for which services were rendered or five (5) business days after receipt of the ADP report. Payment of the invoices shall be pursuant to section 215.422, Florida Statutes and any interest due shall be paid pursuant to section 55.03(1), Florida Statutes. 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 (850) 413-5516.  
 The Respondent shall provide, with each monthly invoice, an accepted and signed monthly ADP report for the previous month, which will be provided by the Department by the tenth (10th) of each month. The report is produced by the first Monday of the month following the reporting month and will be received by the Respondent no later than the tenth (10th) of the invoicing month.  
 The Per Diem will be determined as follows: Yearly contract amount in Attachment H ÷ by total number of days in the contract term ÷ by the total Average Daily Population (ADP) for all Regional Juvenile Detention Centers in the North Region. The ADP for fiscal year (FY) 2014/15 is two hundred ninety-eight (298) youth as determined by the Department's Bureau of Research and Data and available in the Comprehensive Accountability Report, (See page 6 of this ITN, IV. Statement of Purpose). This per diem will remain the same for the term of the resulting contract from this ITN.  
 The Respondent must use the following formula to determine monthly invoice amount:  
 $\# \text{ of days in a month} \times \# \text{ of youth in the monthly ADP report} \times \text{per diem} = \text{total amount of invoice.}$
- B. Proof of Insurance  
 A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration of the insurance. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in the resultant Contract.
- C. Subcontract(s)  
 A copy of all proposed and existing subcontracted agreements entered into by the Respondent and a subcontractor for services required of the Respondent via the resultant Contract, shall be submitted to the Department 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.
- D. Pharmacy Utilization Report  
 A pharmacy utilization report of Respondent procured medications must be provided to the Department's Contract Manager within fifteen (15) days of the end of each quarter for the term of the resultant contract.
- E. Emergency Preparedness Plan  
 The Respondent shall file a yearly Emergency Preparedness Plan with the Department's Contract Manager, the Superintendent of each Detention Center, and the Senior Behavioral Analyst. The Respondent's plan shall ensure continuity of Contract services in the event of a manmade/natural disaster/emergency, such as hurricanes. The Plan should accommodate the Continuity of Operations Plans (COOP) of each detention center.

## VII. SERVICES DOCUMENTATION

- A. The Respondent shall maintain an on-site tracking log of both on-site and off-site Comprehensive Health Services, by youth name, date services were provided, service provided and other documentation of care delivery. This tracking log shall be maintained at the facility with client files.
- B. The Respondent shall complete a monthly statistical report in the format required by the Department.
- C. The Respondent shall ensure data entry into the Juvenile Justice Information System (JJIS) completed daily to update, monitor alerts, etc. for each youth. The Department's Contract Manager shall coordinate training and access to the JJIS.
- D. The Respondent shall also provide copies of licenses, board certifications and other credentials to the Department's Contract Manager prior to execution of the Contract resulting from this ITN.



**VIII. OSHA REQUIREMENT**

The Respondent shall develop and maintain (update at least annually) a comprehensive education and prevention program that meets the OSHA requirements.

**IX. REPORT RECEIPT AND DOCUMENTATION**

The Respondent shall submit written reports with all required documentation within the timeframes listed above to the correct individuals to become eligible for payment. 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.

**X. DATA REPORTING**

- A. The Respondent will be responsible for collecting and reporting data to the Department regarding performance outputs measures, data regarding youth served and services provided to youth.
- B. The Respondent will provide full and complete access to any electronic data system for Department approved individuals and shall agree to provide data to the Department upon request of the Department's Contract Manager. Such data shall be provided within five (5) days of request, unless otherwise approved by the Department's Contract Manager.

**XI. JJIS AND DATA REQUIREMENTS**

- A. The Respondent will be responsible for the following tasks for the Department's Juvenile Justice Information System (JJIS) and for ensuring data collection requirements are met throughout the term of the resulting Contract.
  - 1. The Respondent and any subcontracted service providers shall utilize the Department's Juvenile Justice Information System (JJIS) (EMR/EHR) for completion of Rule 63M-2 F.A.C., forms and Rule 63N-1, F.A.C., forms contained in JJIS and the JJIS Office of Health Services EMR/EHR Module.
  - 2. The Respondent shall comply with the Department's reporting requirements pertaining to entry of alerts in JJIS for certain youth (e.g., Suicide Risk Alert, Medical Alert), and requirements pertaining to reporting to the Communications Centers for required data entry, such as the Monthly Health Services Statistical Report.
  - 3. The Respondent shall monitor accuracy of forms and data entered in JJIS at all times.

NOTE: The Department's Data Integrity Officer (DIO) will facilitate JJIS training prior to the anticipated start date of the resultant Contract. The Data Reporting requirement is based on the Department's capability to provide access and utilization of JJIS to the successful Respondents.

**XII. MENTAL HEALTH AND/OR SUBSTANCE ABUSE RECORDS AND DOCUMENTATION**

- A. Mental Health and/or Substance Abuse Treatment Services, including individual, group, and family therapy shall be documented in the youth's progress notes/treatment notes which provide a description of the service (treatment session/activity) and the youth's participation in the session/activity. The progress/treatment note must also document the course of treatment and the youth's progress in meeting his or her clinical goals and objectives as specified in the treatment plan. The Progress Notes/treatment notes shall be recorded on the day the treatment service/activity is provided as set forth in Rule 63N-1, F.A.C.
- B. Daily documentation of mental health and/or substance abuse services (screening, and assessments/evaluation, treatment planning, counseling/therapy, suicide prevention and crisis intervention) shall be completed in the Office of Health Services EMR/EHM in JJIS and permanently filed in the youth's Department Individual Healthcare Record. The Respondent may retain the original documentation. However, if the Respondent/practitioner chooses to retain the original documentation of treatment, then it

shall make a copy of the original and provide the copy in the mental health/substance abuse section of the youth's Individual Healthcare Record.

### **XIII. COORDINATION WITH THE DEPARTMENT**

The Respondent shall coordinate efforts with the Department to ensure:

- A. Health services are provided in conjunction with detention staff and facility operating procedures and as set forth in Rule 63M-2, F.A.C., and Rule 63N-1, F.A.C.
- B. The Respondent provides corrective action to any deficiency in Comprehensive Health Services delivery identified by the Department.
- C. Complaints by youth and families regarding health services or interactions with Respondent staff are submitted to the Department within twenty-four (24) hours of receipt.
- D. The Respondent agrees to work in cooperation with the Department in developing and implementing telehealth systems and practices where it might result in improved or expanded services to youth.

### **XIV. PERFORMANCE MEASURES AND EVALUATION**

Listed below is an example of the minimum requirement of Key Performance Outcome Measures, including the goal and standard, deemed most crucial to the success of the overall desired service delivery. The respondent shall ensure that the stated performance measure and standard (level of achievement) are met. Additional Performance Measures and Standards may be proposed by Respondents and negotiated by the Department and made part of the final Contract(s) resulting from this ITN. Consistent with the Department's vision and desired level of achievement for comprehensive health services within the Regional Juvenile Detention Centers, the Respondent shall strive to provide comprehensive medical, mental health/substance abuse and psychiatric care that fulfills the stated performance goals, measures, and standards (level of achievement) to the extent possible.

- GOAL:** The Respondent shall remain in compliance with the terms and conditions of their contract as evidenced by quarterly site visit summaries with zero (0) major deficiencies per quarter.
- MEASURE:** This will be determined by a review of each quarter's clinical monitoring summaries in PMM.
- STANDARD:** The Respondent shall remain in compliance with the terms and conditions of their contract as evidenced by quarterly site visit summaries with no more than three (3) major deficiencies per facility per quarter.

**ATTACHMENT A-2  
MINIMUM SERVICE REQUIREMENTS FOR  
MEDICAL SERVICES**

**I. GENERAL DESCRIPTON**

The Respondent shall deliver comprehensive on-site medical services designed to provide accountability and rapid response to ensure that the specialized health needs of youth are met. The Respondent may arrange for the delivery of some or all of such services through subcontractors.

**II. STAFFING**

**A. Key Personnel**

The personnel listed below are considered essential to successfully complying with the resultant Contract.

Detention Centers must have the following Medical Services positions filled as outlined in the table below.

**B. Service Tasks**

The minimum service tasks must be delivered as part of the medical services required within a detention center, and as such minimums are non-negotiable. The Respondent is encouraged to propose services that will be delivered to youth that exceed the minimum requirements stated herein. These requirements will be set forth in the Contract resulting from this ITN.

**C. Health Services**

1. In order to ensure the provision of necessary and appropriate healthcare, the Respondent shall maintain the following Staff and Ancillary Service Agreements to deliver the specified services. All staff qualifications and duties shall be as stated below.

**a. Regional Clinical Director**

The Regional Clinical Director shall provide oversight of the Respondent's medical services for all eight (8) detention centers. This position shall be a Registered Nurse or higher licensure level. The Regional Clinical Director will be responsible for, at a minimum, the following:

- 1) Ensuring communication between the Department and Respondent staff;
- 2) Coordination of training and education for Respondent staff; and,
- 3) Providing guidance and clarification of the Department's policies, and procedures for Respondent staff.

**b. Designated Health Authority (DHA)**

The Designated Health Authority must be either Board Certified in Pediatrics, Family Practice or Internal Medicine (with experience in adolescent health) or Board-Eligible and have prior experience in treating the primary health care needs of adolescents. The Designated Health Authority shall be on-call twenty-four (24) hours a day, seven (7) days a week for acute medical concerns, emergency care, and coordination of off-site services. The DHA's on-site scheduled hours shall be coordinated with the Regional Clinical Director and the facility's Clinical Manager to ensure that nursing staff, preferably RN staff, are on duty during the DHA's visits.

**c. Advanced Registered Nurse Practitioner (ARNP)**

- 1) The Medical Advanced Registered Nurse Practitioner shall have an active and clear Florida License under chapter 464, Florida Statutes, with a certification as such by the Department of Health. The ARNP's academic/clinical specialty shall be in Family Health or Pediatrics.
- 2) The physician with whom the ARNP has her/his Collaborative Practice Protocol (CPP) shall be a Pediatrician, Family Practitioner, or Internist in good standing, with an unrestricted license in the State of Florida.

- 3) The CPP between the physician and the ARNP shall state that the physician is serving as the facility's DHA.
  - 4) The CPP shall be updated annually and on file with the Department of Health.
  - 5) Primary care/family practice ARNPs may not prescribe psychotropic medications for youth at the Detention Center.
- d. Clinical Manager – RN  
This position shall be a full-time RN, and have an active and clear Florida license in accordance with chapter 464, Florida Statutes. The Clinical Manager shall be responsible for the direct supervision of the clinical functions in the medical clinic and nursing staff. The Clinical Manager shall work directly with the Facility Superintendent/Designee, the Designated Health Authority/Designee, the Regional Clinical Director, and the Detention Regional Registered Nursing Consultant. This position shall not be filled by a LPN. The Clinical Manager shall work Monday-Friday during daytime hours to provide adequate clinic oversight.
- e. Registered Nurse and Licensed Practical Nurse (LPN)  
The Respondent shall provide on-site nursing coverage for a minimum of twelve (12) hours per day, Monday through Friday and eight (8) hours per day on weekends. These services shall be provided by RNs and LPNs. The Respondent shall provide a detailed schedule to indicate the hours and days that nursing coverage and sick call will be provided, (to include weekends). If LPNs are providing healthcare, they shall be directly supervised by health care professionals at or above the level of an RN. If a higher-level health care professional is not on site then the LPN shall review all sick calls, episodic and emergency care cases daily with one of the health care Respondents at or above the level of an RN.
- f. Medical Records Clerk  
This is a licensed or non-licensed healthcare position that provides administrative and clerical assistance to the nursing staff in the clinic.
- g. Ancillary Service Agreements  
The Respondent shall have in place supplementary service agreements to deliver the specified services in emergency situations.
2. Health Care Service Tasks  
The Respondent shall provide necessary and appropriate gender-responsive healthcare services tasks including but not limited to:
- a. Screening and Evaluation;
  - b. Comprehensive Physical Assessments;
  - c. Sick Call Care;
  - d. Episodic Care;
  - e. Treatment and Monitoring of Acute and Chronic Conditions;
  - f. Immunizations;
  - g. Transitional Healthcare Planning;
  - h. Infection control measures;
  - i. Diagnostic Services;
  - j. Pharmaceutical Services;
  - k. Health Services Report; and
  - l. Bio hazardous Materials.
3. Health Care – Minimum Requirements for Staff Orientation and Training Program  
The Respondent shall develop and implement a comprehensive orientation and training program for the key personnel listed in Attachment A-1, IV., C., 2. with each position's appropriate role and responsibility clearly articulated. The orientation and training program must include a time frame for completion of training not to exceed thirty (30) days from hire. The orientation and training shall include, at a minimum, the following:
- a. Department Rule 63M-2, F.A.C., applicable sections of Department Rule 63N-1, F.A.C. and 63H-2 F.A.C. requirements;
  - b. All applicable departmental policies, rules and statutes;
  - c. The Healthcare Admission Process;

- d. The Sick Call Process;
  - e. The Medication Management Process; and
  - f. Chronic Disease Management Process.
4. Health Education Programming  
The Respondent shall provide a comprehensive monthly health education program.

**ATTACHMENT A-3  
MINIMUM SERVICE REQUIREMENTS FOR  
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES**

**I. GENERAL DESCRIPTION**

The Respondent shall develop and implement a broad array of mental health and substance abuse services for youth detained in each of the eight (8) Regional Juvenile Detention Centers in the North Region. Mental health services consisting of suicide risk screening, mental health assessments/evaluations, mental health treatment planning and counseling/therapy, crisis intervention, and suicide prevention services shall be provided in each detention center. Substance abuse services consisting of substance abuse assessments/ evaluations, substance abuse treatment planning counseling/therapy and substance abuse treatment shall also be provided in each detention center

The Respondent shall deliver necessary and appropriate mental health services and substance abuse services for youth who are detained at the eight (8) Regional Juvenile Detention Centers located in the North Region. Mental health and substance abuse services shall be provided in accordance with the Department's Mental Health, Substance Abuse and Developmental Disability Services Rule 63N-1, F.A.C. The Respondent shall utilize the forms incorporated in the Rule 63N-1, F.A.C., and the JJIS Office of Health Services Electronic Medical Record (EMR). If a Respondent wants to utilize a form in addition to the forms incorporated in Rule 63N-1, F.A.C., and the OHS Electronic Medical Record, the Respondent must receive approval from the Department Regional Senior Behavioral Analyst prior to the form being utilized in the detention center. The Respondent is to reference the Department's rules and policies for further clarification on the services outlined below.

**II. YOUTH TO BE SERVED**

The Respondent shall deliver services to detained youth referred for mental health and/or substance abuse services and those determined to be in need of mental health/substance abuse services after review of preliminary mental health assessment/screening instruments, available mental health information and/or clinical interviews.

**III. SERVICES TO BE PROVIDED**

A. Service Tasks

The Respondent shall provide on-site mental health and substance abuse screening, assessments/evaluations, counseling/therapy, crisis intervention and suicide prevention services seven (7) days a week, and have a twenty-four (24) hour/seven (7) day on-call response capability.

1. Mental Health and Substance Abuse Services shall include:

- a. Mental health and substance abuse screening upon admission to determine if there are any immediate mental health or substance abuse needs.
- b. Comprehensive mental health and substance abuse evaluation or updated comprehensive evaluation performed by qualified mental health and substance abuse professionals for those youth identified by screening as in need of further evaluation.
- c. Psychotherapy or professional counseling (i.e., individual, group, or family therapy).
- d. Psychopharmacological therapy and follow-up treatment.
- e. Suicide Prevention Services.
- f. Suicide risk screening shall be conducted upon a youth's admission to the facility and/or when a youth that had been released from the detention center is re-admitted to the facility. Suicide prevention procedures and interventions shall be employed and documented immediately.
- g. Crisis Intervention and Emergency mental health or substance abuse care (twenty-four (24) hour response capability with access to acute care settings and mental health and substance abuse emergency management services).

2. Respondent service tasks are as follows:

a. Suicide Risk Screening

The Respondent shall ensure nursing or mental health clinical staff administers the Department Suicide Risk Screening Instrument (SRSI) section denoted as “Nursing Screening or Mental Health Clinical Staff Screening”, and that the SRSI is appropriately administered by intake screeners in each detention center.

b. Mental Health and Substance Abuse Screening and Evaluation Services

- 1) The Respondent shall review all mental health/substance abuse screening instruments [i.e., Massachusetts Youth Screening Instrument, Second Version (MAYSI-2), Suicide Risk Screening Instrument (SRSI), and Positive Achievement Change Tool (PACT)] findings/referral forms which indicate mental health, substance abuse or suicide risk factors or needs and available mental health information, for all detained youth in the facility to determine the need for further mental health/substance abuse assessment and services.
- 2) The Respondent shall perform and document clinical screening of youth admitted, or re-admitted, to a detention facility, upon referral.
- 3) A comprehensive mental health evaluation procedure shall be developed by the Respondent for all youth admitted to a detention facility and determined to need mental health and/or substance abuse services. For detained youth who were identified as in need of Comprehensive Assessment by the Juvenile Assessment Center and referred for assessment by a community-based service provider and have not received the Comprehensive Assessment within thirty (30) days, the Respondent shall provide a Comprehensive Mental Health Evaluation to the youth by the youth's thirty-first (31<sup>st</sup>) day in the detention center as set forth in Rule 63N-1, F.A.C. For detained youth identified as in need of further evaluation after admission to the detention center, Comprehensive Mental Health Evaluation and/or Comprehensive Substance Abuse Evaluation shall be provided as specified.
- 4) The Respondent shall provide Comprehensive Mental Health/Substance Abuse Evaluations or updated evaluations for all youth who did not previously disclose or exhibit symptoms of a mental health or substance abuse disorder at the time of the preliminary screening, but later disclosed or exhibited a need for mental health or substance abuse services during the detention intake screening or clinical screening, or whose behavior, after reaching the detention center, indicated the need for further assessment/evaluation. This assessment/evaluation shall be completed within thirty (30) calendar days of referral, or earlier as the condition warrants as set forth in Rule 63N-1, F.A.C.
- 5) This assessment/evaluation shall be sufficiently comprehensive to determine the presence or nature and complexity of a mental health and/or substance abuse disorder, justify the diagnosis, and serve as a basis for developing the youth's Individualized Mental Health/Substance Abuse Treatment Plans.
- 6) Review of all pertinent available data, including classification records, medical files, arrest reports, and prior evaluations should precede the assessment/evaluation.
- 7) At a minimum, an assessment/evaluation used as the basis for treatment planning shall contain:
  - a) Identifying data;
  - b) Reason for assessment;
  - c) Mental health history;
  - d) Substance abuse history – including:
    - (1) Patterns of substance abuse;

- (2) Impact of substance abuse on major life areas; and
  - (3) Risk factors for continued substance abuse;
  - e) Family/home history (including home environment/family functioning; history of physical abuse, sexual abuse, neglect, witnessing violence and other forms of trauma; behavioral functioning);
  - f) Social history:
    - (1) Educational history;
    - (2) Medical history; and
    - (3) Current testing/evaluation results.
  - g) Behavioral observations and mental status exam;
  - h) Current and prior psychotropic medication use;
  - i) DSM-IV-TR Diagnostic Impression (Axis I-V) or Diagnostic Impression and severity of symptoms as set forth in the DSM-5;
  - j) Clinical summary & formulation;
  - k) Treatment recommendations;
  - l) Treatment plan and discharge/aftercare plan;
  - m) Signature of clinician administering the assessment/evaluation (and supervising licensed professional if applicable); and
  - n) Date of signature.
- 8) Additional mental health or substance abuse evaluations shall occur at any point during the youth's stay at the detention facility as indicated by changing needs for services and/or failure to substantively meet treatment goals and maintain adequate institutional adjustment. The Respondent shall, at regular intervals during treatment, evaluate the youth's progress toward treatment goals.
- 9) At any point during the youth's stay at the detention facility, a youth may be referred for psychiatric consultation by the Respondent or medical staff, or the Department's Regional Senior Behavioral Analyst, based on side effects, changing needs for services, and/or failure to substantively meet treatment goals and maintain adequate institutional adjustment.
- 10) If the youth was receiving mental health services prior to admission to the detention center and there is a signed Authority for Evaluation and Treatment (AET) form or the youth was receiving substance abuse services and there is a signed youth consent for release of substance abuse records, the mental health or substance abuse staff will request a copy of the youth's relevant clinical records and information from the previous provider.
- c. Treatment Planning Documentation
- 1) Youth determined to be in need of short-term mental health or substance abuse treatment (based on their current use of psychotropic medications or current mental health or substance abuse treatment prior to admission to the detention center, or current symptomatology in the detention center) shall receive treatment based on an initial mental health and/or substance abuse treatment plan. Youth whose stay in the detention center exceeds thirty (30) days and are in need of on-going mental health or substance abuse counseling/treatment by a qualified mental health or substance abuse professional shall receive treatment based on a written, Individualized Mental Health and/or Substance Abuse Treatment Plan as set forth in Rule 63N-1, F.A.C.



- 2) All youth receiving on-going mental health treatment, including psychotropic medication and/or counseling/psychotherapy and/or substance abuse counseling, shall have an Individualized Treatment Plan developed by the thirty-first (31<sup>st</sup>) day. The Treatment Plan shall be modified as treatment needs change.
  - 3) The Respondent shall make and document appropriate mental health/substance abuse referrals or mental health/substance abuse transition/discharge plans upon a youth's discharge or transfer from the detention facility. This information shall be conveyed to the parent/guardian or to the residential facility respectively.
  - 4) The Respondent shall attempt to involve the youth's parent/guardian in the development of the mental health treatment plan and substance abuse treatment plan (when consent is obtained from the youth). Parent/guardian involvement shall be documented by having the parent/guardian sign the treatment plan. If the parent/guardian does not sign, the attempt to elicit involvement and the reason why this did not occur shall be documented on the treatment plan.
  - 5) Individualized Treatment Plans shall contain documentation of the following:
    - a) DSM-IV Diagnosis - Axes I-V (or most current edition of the DSM);
    - b) Target symptoms that are the focus of treatment;
    - c) Strengths and limitations of the youth and his/her family that affect treatment outcome;
    - d) Treatment methods (specific treatment modalities employed to achieve treatment goals, including psychiatric services for youth receiving psychotropic medication or other psychiatric services);
    - e) Current and prior psychotropic medication use;
    - f) Treatment goals that are objectively measurable and achievable;
    - g) Time frames for achievement of treatment goals and revision of the treatment plan;
    - h) Transition/aftercare plans;
    - i) Participation of the youth and his/her parent/guardian in the treatment planning process;
    - j) Delineation of responsibility;
    - k) Signatures of the therapist, the youth, the parent/guardian (as allowed), indicating awareness and understanding of the treatment plan content and commitment to achieving the goals; and
    - l) Date signed.
- d. Treatment Planning and Communication
- 1) The Respondent shall ensure that each detention center's Mini-Treatment Team develops the youth's initial or Individualized Mental Health/Substance Abuse Treatment Plan. The Respondent's mental health staff shall also ensure that a Mini-Treatment Team meeting is conducted to review the youth's initial or Individualized Mental Health/Substance Abuse Treatment Plan every thirty (30) days.
  - 2) The Respondent shall ensure that the psychiatrist shall either participate in the facility's Mini-Treatment Team, or shall, on a regular basis, brief the treatment team on the psychiatric status of each youth receiving psychiatric services from the Respondent and/or the mental health staff shall participate in interviews of youth by the psychiatric practitioner. The psychiatric practitioner's

evaluation and recommendations for the youth shall be incorporated into the youth's initial Treatment Plan.

- e. Mental Health and Substance Abuse Counseling/Therapy Services
- 1) The Respondent shall provide mental health and substance abuse counseling/therapy services (individual/group/family) intended to reduce distressing emotions and behavior associated with the youth's mental health or substance abuse problem/disorder and improve the youth's ability to cope and function in the correctional setting. Supportive counseling or therapy shall be available on a weekly basis for youth with serious mental disorder and more frequently for youth with severe mental disorder.
  - 2) The Respondent shall provide a counseling/therapy services program that shall include:
    - a) Individual therapy for youth diagnosed with a mental health and/or substance abuse disorder(s). Such care shall be appropriately documented in the EMR and clinical records for each youth;
    - b) Group therapy for youth with a diagnosed mental health or substance abuse disorder. Such care shall be appropriately documented in the EMR and clinical record for each youth attending group therapy;
    - c) Supportive counseling and crisis intervention therapy;
    - d) Behavior modification/behavioral therapy;
    - e) Mental Health and Substance Abuse Services shall include evidence based treatment designed to address the needs of youth with serious mental disorders or substance abuse impairment.
    - f) Psychosocial Skills Training utilizing evidenced-based mental health and/or substance abuse curricula and documented. Psychosocial Skills Training shall be documented in the youth's EMR and clinical record for each youth; and
    - g) Family therapy, as indicated.
  - 3) Treatment services shall be documented in the youth's clinical record as set forth in Rule 63N-1, F.A.C.
- f. Suicide Prevention Services
- 1) The Respondent shall implement suicide prevention services in accordance with Rule 63N-1, F.A. C.
  - 2) The Respondent shall coordinate with the facility psychiatrist or psychiatric ARNP as necessary to manage potentially suicidal youth or youth whose mental health disorder or acute emotional distress may pose a safety or security risk in the detention center.
  - 3) Upon a youth's return from a Baker Act Receiving Facility for emergency services, the mental health staff shall review all medication changes and recommendations. They shall provide, and document in the Individual Healthcare Record, follow-up evaluation services within twenty-four (24) hours for all detained youth coming back to the facility after being referred out for emergency mental health and/or substance abuse services.
  - 4) Clinical staff shall receive annual suicide prevention training and participate in mock suicide drills as set forth in Rule 63N-1, F.A.C.
- g. Assessment of Suicide Risk and Suicide Precautions
- 1) The Respondent shall provide and document clinically appropriate services to youth identified with suicide risk factors during the preliminary mental health screening administered at the assessment center or the detention facility using the Massachusetts Youth Screening Instrument, Second Version (MAYSI-2), the Department Suicide Risk Screening Instrument

- (SRSI), or the Department's Positive Achievement Change Tool (PACT) or identified as a possible suicide risk by staff observations, or by exhibiting suicide risk behavior or self-injurious behavior in the facility.
- 2) Services shall also be provided to youth if they demonstrate behaviors or verbalizations indicating they are a potential suicide risk at any time or if detention staff, the Department's Regional Detention Senior Behavioral Analyst or Regional Detention Registered Nurse Consultant requests a consultation.
  - 3) An Assessment of Suicide Risk shall be conducted by, or under the direct supervision of, a licensed mental health professional within twenty-four (24) hours, or immediately if indicated, for the purpose of assessing whether the youth is a suicide risk. A non-licensed mental health clinical staff person conducting an Assessment of Suicide Risk, shall have received at least twenty (20) hours of training and supervised experience in assessing suicide risk, mental health crisis intervention, and emergency mental health services. This training shall be documented on the form (MHSA 022) as set forth in Rule 63N-1.0093(3) F.A.C. and provided to the Department's Contract Manager, Detention Superintendent and Department's Senior Behavioral Analyst. A recommendation of level of supervision shall be made to operational staff, and appropriate counseling/crisis or emergency services shall be provided to youth who are at-risk.
  - 4) The Assessment of Suicide Risk shall be documented on form MHSA 004 which is incorporated in Rule 63N-1, F.A.C., and shall include, but not be limited to:
    - a) Reason for assessment;
    - b) Method of assessment;
    - c) Mental status examination (to include direct questioning of the youth and collateral informants regarding the youth's appearance, behavior, mood and affect, emotional state, insight, cooperation, judgment, and suicide risk factors);
    - d) Assessment of current suicidal ideation, intent, plan;
    - e) Risk factors for self-harm;
    - f) Determining danger to self;
    - g) Level of suicide risk;
    - h) Supervision recommendations; and
    - i) Recommendations for treatment and follow-up.
  - 5) The Respondent shall provide daily Mental Health Supportive Services to youths placed on Suicide Precautions in the detention center as set forth in Rule 63N-1, F.A.C.
- h. Mental Health Crisis Intervention and Emergency Services
- 1) The Respondent shall implement mental health crisis intervention services in accordance with Department Rule 63N-1, F.A.C.
  - 2) Mental Health Crisis Intervention Services shall also be provided upon referral for youths demonstrating acute psychological distress (e.g., extreme anxiety, fear, panic, paranoia, agitation, impulsivity, and rage) when staff observations indicate that a youth's acute psychological distress is extreme/severe and does not respond to ordinary intervention.
  - 3) Crisis Assessments shall be conducted by, or under the direct supervision of, a licensed mental health professional to determine the severity of the youth's symptoms, and level of risk to self or others. The Crisis Assessment shall be documented on form MHSA 023 incorporated in Rule 63N-1, F.A.C.
  - 4) Crisis Counseling and supportive services shall be provided by a licensed mental health professional or non-licensed mental health

clinical staff person working under the direct supervision of a licensed mental health professional.

- a) All mental health and substance abuse clinical staff shall be trained in Baker Act and Marchman Act processes and procedures.
- b) All staff or volunteers that have direct contact with youth are to be trained in emergency response procedures as set forth in Rule 63N-1, F.A.C., and to respond to medical emergencies and understand that they are to immediately call 9-1-1 in a medical emergency that poses the need for urgent medical attention (for example, a youth unresponsive/unconscious, bleeding profusely, acutely ill, etc.)

B. Service Task Limits

Services shall be provided to detained youth in the North Region Detention Centers.

C. Staffing/Personnel

1. Staffing General

The Respondent and all personnel provided under the Contract resulting from this ITN, 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.

- a. All professionals contracted or subcontracted by the Respondent to render services shall be continuously licensed, certified or registered, as appropriate in their respective areas of expertise, pursuant to applicable law, in the State of Florida.
- b. Copies of all licenses and certifications shall be provided to the Department's Contract Manager prior to the delivery of services. The Respondent shall maintain and provide copies of staff's Florida licenses in accordance with Department rules and policies. All such personnel shall renew licenses or certifications pursuant to applicable law or rule.
- c. The Respondent shall notify the Department's Contract Manager and Detention Senior Behavioral Analyst of newly hired personnel prior to staff employment at the facility.
- d. Special alerts identified on staff licensures shall be communicated to the Department's Contract Manager.
- e. The Respondent shall provide a Regional Mental Health and Substance Abuse Services Clinical Director who will be responsible for oversight of the Respondent's mental health and substance abuse services for the eight (8) detention centers in the North Regions. This position shall be a licensed psychologist under chapter 490, F.S., or a licensed mental health counselor, licensed clinical social worker, or licensed marriage and family therapist under chapter 491, F.S. The Regional Mental Health and Substance Abuse Services Clinical Director will be responsible for, at a minimum, the following:
  - 1) Ensuring communication between the Department and Respondent mental health and substance abuse services staff;
  - 2) Coordination and provision of training, education and technical assistance for Respondent mental health and substance abuse services staff; and
  - 3) Providing guidance and clarification of the Department's policies and procedures for Respondent mental health and substance abuse services staff.

2. Designated Mental Health Clinician Authority (DMHCA)

- a. The Respondent shall designate a single licensed mental health professional as the Designated Mental Health Clinician Authority within each detention center to be accountable for ensuring appropriate

- coordination and implementation and oversight of mental health and substance abuse services in the facility.
- b. 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 Clinician Authority, and a copy provided to the Department's Contract Manager.
  - c. There shall be clear organizational lines of authority and communication between the Designated Mental Health Clinician Authority and the clinical staff who are delivering on-site mental health and substance abuse services in the program.
3. Staffing Qualifications  
 Qualified mental health and substance abuse professional(s) shall provide mental health and substance abuse services in accordance with Rule 63N-1, F.A.C. Staff qualifications are as follows:
- a. Mental Health Services: The Respondent shall provide mental health services to be delivered by individuals who are licensed mental health professionals, or mental health clinical staff working under the direct supervision of a licensed mental health professional.
    - 1) A licensed mental health professional means a psychiatrist licensed under chapter 458 or 459, Florida Statutes, who is Board Certified in Child and Adolescent Psychiatry or Psychiatry by the American Board of Psychiatry and Neurology, OR a physician licensed under chapter 458 or 459, Florida Statutes who 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 under chapter 490, Florida Statutes, a mental health counselor, clinical social worker or marriage and family therapist licensed under chapter 491, Florida Statutes, or a psychiatric nurse as defined in section 394.455(23), Florida Statutes.
    - 2) A mental health clinical staff person, if not otherwise licensed, shall 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. A 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.
    - 3) A non-licensed mental health clinical staff person providing mental health services in a Department facility or program shall meet one (1) of the following qualifications:
      - a) Hold a Master's Degree from an accredited university or college in the field of counseling, social work, psychology, or a related human services field; or
      - b) Hold a Bachelor's Degree from an accredited university or college in the field of counseling, social work, psychology or a related human services field and have two (2) years of clinical experience assessing, counseling and treating youth with serious emotional disturbance or substance abuse problems; or
      - c) Hold a Bachelor's Degree from an accredited university or college in the field of counseling, social work, psychology or a related human services field and have fifty-two (52) hours of pre-service training in the areas described below prior to working with youth, and have had one (1) year's training by a mental health staff person who holds a Master's Degree. The fifty-two (52) hours of pre-service training shall include a minimum of sixteen (16) hours of documented clinical training in their duties

and responsibilities. Pre-service training shall cover, at a minimum, the following components:

- a) Basic counseling skills;
  - b) Basic group therapy skills;
  - c) Program philosophy;
  - d) Therapeutic milieu;
  - e) Behavior management;
  - f) Client rights;
  - g) Crisis intervention;
  - h) Early intervention and de-escalation;
  - i) Documentation requirements;
  - j) Normal and abnormal adolescent development; and
  - k) Typical behavior problems.
- 4) Direct supervision of a non-licensed mental health clinical staff person 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 he or she is providing in the facility or program. This supervision must be documented in a weekly supervision log (MHSA 019) that indicates cases discussed, recommendations and referrals made as set forth in Rule 63N-1, F.A.C.
- 5) The licensed mental health professional must assure that mental health clinical staff (whether licensed or non-licensed) working under their direct supervision are performing services that they are qualified to provide based on education, training and experience.

b. Substance Abuse Services

- 1) Substance abuse services shall be provided in accordance with Rule 63N-1, F.A.C., and with the licensure requirements set forth in chapter 397 and Rule 65D-30.003(15), F.A.C., states the following:
- “Licensing of Department of Juvenile Justice Commitment Programs and Detention Facilities. In those instances, where substance abuse services are provided within Juvenile Justice Commitment programs and detention facilities, such services may be provided in accordance with any one of the four conditions described below.*
- (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.*
  - (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.”*
- 2) Substance abuse services shall be provided by employees of a service Provider licensed under chapter 397, Florida Statutes, or in a facility licensed under chapter 397, Florida Statutes, [as specified in condition (a) or (b) of Rule 65D-30.003(15), Florida Administrative Code, or by a qualified professional licensed under chapter 458, 459, 490 or 491, Florida Statutes, (a physician licensed pursuant to chapter 458 or 459; a psychologist licensed

pursuant to chapter 490; or a mental health counselor, clinical social worker or marriage and family therapist licensed pursuant to chapter 491), Florida Statutes, [as specified in condition (c) or (d) of Rule 65D-30.003(15), Florida Administrative Code].

- 3) A non-licensed substance abuse clinical staff person providing substance abuse services shall be an employee in a facility licensed under chapter 397 or an employee of a service Provider licensed under chapter 397, Florida Statutes. The non-licensed substance abuse clinical staff person shall have, at a minimum, a Bachelor's Degree from an accredited university or college with a major in psychology, social work, counseling or a related human services field, and work under the direct supervision of a qualified professional as defined in section 397.311, Florida Statutes. 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.
- 4) Direct supervision of substance abuse clinical staff means that a qualified professional as defined in section 397.311, Florida Statutes, has at least one (1) hour per week of on-site face-to-face interaction with the non-licensed substance abuse clinical staff person for the purpose of overseeing and directing the substance abuse services that he or she is providing in the facility or program. This supervision must be documented in a weekly supervision log that indicates cases discussed, recommendations and referrals made.
- 5) Qualified professionals as defined in section 397.311, Florida Statutes, must assure that substance abuse clinical staff working under their direct supervision are performing services that they are qualified to provide based on education, training and experience.

4. Key Staff

The personnel listed in Attachment A-1, Section IV., C., 2 are considered essential to successfully administering and managing the services to Mental Health and Substance Abuse Services positions as outlined.

#### IV. INFORMED CONSENT PROCEDURES

The Respondent shall provide and document informed consent for mental health and/or substance abuse services in accordance with Rule 63M-2 F.A.C., and Rule 63N-1, F.A.C.

#### V. RECORDS

- A. Records are the property of the Department and shall be maintained on-site at the Detention Center.
  1. Documentation of mental health and substance abuse services shall be maintained in the youth's EMR in JJIS and in the youth's active mental health/substance abuse treatment file or individual healthcare record as set forth in Rule 63N-1, F.A.C. Mental health and substance abuse records must be permanently filed in the youth's Individual Healthcare Record - mental health section and shall be kept in accordance with Florida law and Rule 63M-2, F.A.C, and Rule 63N-1, F.A.C., and applicable Department policies and standards. At the end of the youth's stay, the mental health and/or substance abuse record shall be placed in the youth's Individual Healthcare Record.
  2. If services are provided off-site, copies of all records shall remain in the facility's mental health record.
- B. Mental health staff shall request that the facility's medical records clerk make copies of the Diagnostic Psychiatric Interview and Psychiatric Evaluation for the youth's active mental/substance abuse file as allowed under Rule 63N-1.0042 F.A.C.

#### VI. NON-CLINICAL SERVICES

- A. The Respondent may assist Department administrative staff as necessary to comply with Quality Improvement requirements for the development of a written plan for the provision of mental health and substance abuse services, Facility Operating Procedures (FOPs) addressing mental health services and substance abuse services, psychiatric services suicide prevention crisis intervention, and emergency mental health and substance abuse services.
- A. The Respondent's staff shall assist each facility's training staff in the development of training protocols and curriculum to be provided by facility training staff on the signs and symptoms of mental illness, substance abuse, and suicide prevention and recognizing youth with developmental disability.
- B. The Respondent shall also ensure that a licensed mental health professional is designated to serve as the Designated Mental Health Clinician Authority for each Detention Center and shall be available to Department administrative staff and the Superintendent to serve as a single point of accountability, and meet with the Superintendent or his/her designee at least on a quarterly basis to discuss issues related to the delivery of mental health and substance abuse services at the facility.



**ATTACHMENT A-4  
MINIMUM SERVICE REQUIREMENTS FOR  
PSYCHIATRIC SERVICES**

**I. GENERAL DESCRIPTION**

Psychiatric services shall consist of Psychiatric Diagnostic Interview and Psychiatric Evaluation Services, Coordination of Services (with outside professionals), Psychotropic Medication Management Services, Crisis Intervention and Suicide Prevention Services and other services as specified herein and shall be provided in accordance with Rule 63N-1, Florida Administrative Code and applicable sections of Rule 63M-2, Florida Administrative Code (specifically, Rules 63M-2.010-2.023 and 63M-2.025-2.027, F.A.C.)

**II. YOUTH TO BE SERVED**

A. General Description of Youth to be Served

Such services shall be provided to youth with a DSM-IV-TR or DSM-5 mental disorder or who have substantial functional limitations and who are determined to need psychiatric evaluation or psychiatric consultation.

B. Youth Referral/Determination

These services shall occur after a referral by the Mental Health and/or Medical Provider and/or, Detention staff and/or the Department's Regional Senior Behavioral Analyst or Regional Registered Nurse Consultant Staff.

**III. SERVICES TO BE PROVIDED**

A. Services Tasks

The Respondent shall provide service tasks, which at a minimum, shall include the following:

1. Initial Diagnostic Psychiatric Interview and Psychiatric Evaluation Services

a. Initial Diagnostic Psychiatric Interview

1) The Psychiatrist or Psychiatric ARNP must conduct an initial diagnostic psychiatric interview or psychiatric evaluation of each youth who is to continue or begin psychotropic medication. The initial diagnostic psychiatric interview or psychiatric evaluation will be used to establish a diagnosis, target symptoms to be treated with the medication, and develop the youth's mental health treatment plan.

2) The initial diagnostic psychiatric interview must include:

- a) History (medical, mental health and substance abuse history);
- b) Mental Status Examination;
- c) DSM-IV-TR Diagnostic Formulation (Axis I-V); or Diagnostic Formulation and severity of symptoms as set forth in the DSM-5;
- d) Treatment Recommendations;
- e) Prescribed Medication (if applicable);
- f) Explanation of the need for psychotropic medication related to:
  - i. The youth's diagnosis;
  - ii. Target symptoms;
  - iii. Initial treatment goals;
  - iv. Potential side effects; and
  - v. Risks and benefits of taking the medication; and
- g) Frequency of Medication Monitoring/Management.

b. Determination of Need

The determination of need for an initial diagnostic psychiatric interview/psychiatric evaluation and/or treatment may be requested of the Psychiatrist or the Psychiatric ARNP by Detention staff, the Medical or Mental Health Professional contracted to provide services at the facility, or the Department's Regional Senior Behavioral Analyst or the Department's Regional Registered Nurse Consultant Staff.

The Respondent shall provide psychiatric care to the youth within fourteen (14) days of the referral or on an expedited basis if an urgent initial diagnostic psychiatric interview or psychiatric evaluation is requested.

- 1) The psychiatrist or psychiatric ARNP shall complete the initial diagnostic psychiatric interview or psychiatric evaluation and document the evaluation in the Individual Healthcare Record the same day. If a transcription service is used, the Respondent shall place a summary note in the Individual Healthcare Record on the day of the assessment and file the dictated narrative in the Individual Healthcare Record within seven (7) calendar days.
- 2) The initial diagnostic psychiatric interview or psychiatric evaluation, if hand written, shall be legible and shall be sufficiently comprehensive to justify the diagnosis and serve to assist in developing the youth's individualized mental health/substance abuse treatment plan.
- 3) The initial diagnostic psychiatric interview or psychiatric evaluation shall be used to determine the presence of or nature and complexity of a mental health or substance abuse problem or disorder (including duration, severity, and intensity), to determine the appropriate course of treatment intervention(s) for a youth, and whether psychotropic medication is necessary.
- 4) Psychiatric Evaluation: The psychiatric evaluation shall contain:
  - a) Identifying data;
  - b) Stated reasons and factors leading to the referral;
  - c) History (medical history [including medical disorders, head trauma and prenatal exposure to drugs], substance abuse history, school history, social history, emotional development, peer relations, family relationships, interests/talents and traumatic experiences [physical abuse, sexual abuse, neglect, witnessing violence and other forms of trauma]);
  - d) Psychiatric history (history of psychiatric illness, psychotropic medication management, mental health treatment and substance abuse treatment);
  - e) Mental status examination/assessment of symptoms (the nature and complexity of the youth's behavioral difficulties, functional impairments, and subjective distress);
  - f) Identification of individual, family and/or environmental factors that may potentially account for, influence or ameliorate the youth's difficulties;
  - g) DSM-IV-TR Diagnostic Formulation – Axes I-V (or DSM-5);
  - h) Target symptoms;
  - i) Treatment recommendations and intervention(s) for the youth in order to assist in stabilizing the psychiatric disorder;
  - j) Prescribed medication (if any);
  - k) Explanation of the need for psychotropic medication related to the youth's diagnosis, target symptoms, potential side effects and risks and benefits of taking the medication;
  - l) Most recent applicable therapeutic serum drug levels (laboratory tests); and
  - m) Signature of the psychiatrist or psychiatric ARNP who conducted the psychiatric evaluation and date of signature.
- 5) Psychiatric Follow-up Assessment/Consultation

- a) Following the Psychiatric Evaluation, additional psychiatric follow-up assessments may be provided, as clinically indicated, to evaluate response to maintenance of a prescribed medication, progress toward treatment goals, or assessment following discharge from a psychiatric inpatient facility.
- b) Follow-up Assessments are less in-depth than a psychiatric evaluation, but shall contain at least the following information:
  - i. Identifying Data: name and date of service;
  - ii. Interval History: pertinent information/changes/progress since last seen by the psychiatrist;
  - iii. Review of recent Testing/Lab Results;
  - iv. Mental Status Exam;
  - v. Assessment of Symptoms;
  - vi. Medications and orders (if applicable); and
  - vii. Signature of the psychiatrist or psychiatric ARNP.
- c) The psychiatrist or psychiatric ARNP shall review all pertinent available data, including classification records, the Individual Healthcare Record, arrest reports, and prior evaluations by either psychiatric or other mental health staff prior to conducting the initial diagnostic psychiatric interview, psychiatric evaluation or follow-up assessment.
- d) At any point during the youth's stay in the Detention Center, a youth may be referred for psychiatric consultation by a Detention Staff person, and/or the Medical and/or the Mental Health Professionals contracted to provide services at the facility, and/or the Department's Regional Senior Behavioral Analyst or Registered Nurse Consultant, based on side effects, changing needs for services and/or failure to substantively meet treatment goals and maintain adequate institutional adjustment.
- e) At any point, the Regional Senior Behavioral Analyst and/or Registered Nurse Consultant and facility superintendent shall confer with the Psychiatrist or Psychiatric ARNP regarding specific cases of concern. If the specific issue is not resolved, the Regional Senior Behavioral Analyst and/or Detention Nurse Consultant and facility superintendent shall contact the Department's Contract Manager and the Respondent's Contract Manager who shall assist in resolving the issue to the Department's satisfaction or arrange a consultation with the supervising psychiatrist (in the case of the ARNP).

2. Coordination of Services

- a. If a youth was receiving psychotropic medication or psychiatric services prior to admission to the detention facility, it is the responsibility of the psychiatrist, psychiatric ARNP or other healthcare staff to contact the psychiatrist or other Respondent treating the youth prior to admission, to coordinate services and obtain treatment records. The psychiatrist or psychiatric ARNP is responsible for contacting the prior psychiatrist or Respondent with any questions or concerns regarding the effectiveness of prescribed drugs and psychotherapeutic interventions utilized prior to admission.
- b. Contact with the psychiatrist or Provider treating the youth prior to admission shall be documented in the youth's individual healthcare record.

- c. The psychiatrist or psychiatric ARNP shall assume responsibility for delivery and management of the youth's psychiatric services while in the detention facility, including psychiatric assessment and provision of psychopharmacological treatment.
  - d. The continuation or renewal of psychotropic medications from community Providers shall be based on the psychiatrist's or psychiatric ARNP's timely evaluation of the youth.
3. Psychotropic Medication Management Services
- a. Psychotropic Medication management services are those services related to the prescription, use and review of pharmacological medications. Medication management services, within the context of this Scope of Service, must be provided by a licensed psychiatrist; or a psychiatric ARNP, working under the clinical supervision of the licensed psychiatrist, within the scope of the psychiatrist's collaborative practice protocol with the ARNP.
  - b. The psychiatrist or psychiatric ARNP shall be provided for review information obtained regarding a youth's psychotropic medication regimen identified during the youth's admission into the detention facility.
  - c. The psychiatrist or psychiatric ARNP shall determine the appropriateness of the youth's prescribed medications and other psychiatric treatment and provide orders for any continuation of prescribed psychotropic medication or other psychiatric treatment.
    - 1) The outside psychiatrist or Provider of any psychotropic medications shall be consulted for all concerns identified with prescribed treatment identified during admission or during the youth's stay at the facility and for any baseline laboratory testing completed for the youth concerning the prescribed treatment.
    - 2) Psychiatrist or psychiatrist/ARNP consultation shall be documented within the youth's Individual Healthcare Record.
  - d. Direct clinical supervision means that at least every two (2) weeks, the facility psychiatrist provides on-site clinical supervision of the psychiatric ARNP's medication management services. Psychotropic medication management services shall be reviewed, approved and signed by the psychiatrist.
  - e. The psychiatrist must be present and available on the premises to evaluate and monitor youth a minimum of two (2) hours weekly or flexed based on need.
  - f. If the psychiatrist is working alone, he/she shall be on-site to evaluate and monitor youth's medications.
  - g. The psychiatrist shall be available for emergency telephonic consultation twenty-four (24) hours a day, seven (7) days a week.
  - h. Medication management services shall be provided at regular and clinically appropriate intervals to evaluate the youth's response to psychotropic medication and psychotherapeutic interventions. Medication management services may be requested at any point during the youth's stay in the Detention Center based on changing needs for services and/or failure to substantively meet treatment goals and maintain adequate institutional adjustment.
    - 1) Medication Monitoring/Review includes evaluating and monitoring medication effects and the need for continuing or changing the psychotropic medication regimen. At a minimum, follow-up medication monitoring/review shall be provided for each youth every thirty (30) days.
    - 2) Medication Monitoring/Review shall include, but not be limited to:
      - a) Monitoring the effects of prescribed psychotropic medication and clinical outcomes as described in the youth's treatment plan.
      - b) Evaluation of potential side effects.
      - c) Assessment of medication adherence/compliance.

- d) Evaluation of the need for medication adjustments or discontinuation.
  - e) Informing the youth and parent/legal guardian of the potential side effects of the psychotropic medication(s) prescribed, dose schedule and anticipated therapeutic effects and necessary follow up care upon discharge from the facility.
  - f) Providing information regarding continuation and maintenance of psychotropic medication(s).
  - g) Monitoring of indices such as height, weights and blood pressure or other laboratory findings (e.g., ordering and monitoring serum therapeutic drug levels, Blood Glucose levels, EKG, EEG).
  - h) Ensuring any expected or common side effects of psychotropic medication are effectively communicated to the facility staff that supervises the youth.
- 3) Documentation of medication monitoring/review shall contain:
- a) Identifying data;
  - b) Diagnosis;
  - c) Target symptoms of each medication;
  - d) Evaluation and description of effect of prescribed medication on target symptom(s);
  - e) Prescribed psychotropic medication, if any (name, dosage and quantity of the medication)
    - i. Normal dose range;
    - ii. Ordered dosage;
    - iii. Frequency and route of administration;
    - iv. Reasons for changes in medication and/or dosage; and
    - v. Side effects (description of responses to medication(s) both positive and adverse drug experiences or documentation if none present).
  - f) Youth adherence to the medication regimen;
  - g) Height, Weight, Blood Pressure, Most Recent Serum Drug Levels or Laboratory Findings (as appropriate);
  - h) Whether there was telephone contact with the parent/legal guardian to discuss medication and obtain verbal consent when one of the following actions is taken by the psychiatrist or psychiatric ARNP:
    - i. Prescribes or otherwise orders a prescription medication which the youth was not currently prescribed at the time of entering the physical custody of the Department; or
    - ii. Discontinues prescription medication(s) (which the youth was currently prescribed at the time of entering the physical custody of the Department) or discontinues medications which the youth has been prescribed since entering the physical custody of the Department; or
    - iii. A significant change in the dosage of prescription medication(s), (which the youth was currently prescribed at the time of entering the physical custody of the Department). A "significant change" in dosage of a medication is any increase or decrease in dosage beyond a small increment or beyond the normal dosage for youths of similar age.
  - i) Signature of psychiatrist or psychiatric ARNP; and
  - j) Date of signature.

- 4) The psychiatrist or psychiatric ARNP shall prescribe psychotropic medication as appropriate, which addresses specific target diagnoses and symptoms. If psychotropic medication is prescribed, the psychiatrist or psychiatric ARNP shall:
    - a) monitor target symptoms;
    - b) monitor side effects;
    - c) order labs required by prescribed medication including serum drug levels to ensure a safe and therapeutic range;
    - d) review lab results within seventy-two (72) hours of notification of results;
    - e) assist with parental notification; and
    - f) document medication management services in accordance with this scope of services, Rule 63N-1, F.A.C., and Rule 63M-2, F.A.C.,
  - 5) A generic equivalent shall be used only as appropriate when new medications are initiated for the youth; and
  - 6) The Respondent shall procure the prescribed medications for the specified Detention Center. A pharmacy utilization report must be provided to the Department's Contract Manager within fifteen (15) days of the end of each quarter for the term of the resulting Contract.
4. Crisis Intervention and Suicide Prevention Services
- a. Upon consultation with the Designated Mental Health Clinician Authority, the Respondent shall provide on-site psychiatric consultation with mental health clinical staff as necessary to manage potentially suicidal youth or youth whose mental disorder or acute emotional distress may pose a safety or security risk in the detention center.
  - b. Upon a youth's return from a Crisis Stabilization Unit (CSU) for emergency services, the psychiatrist or psychiatric ARNP shall review all medication changes and recommendations.
5. Treatment Planning and Communication
- a. The psychiatrist or psychiatric ARNP providing psychiatric services shall hold a brief psychiatric treatment team meeting with the appropriate medical, mental health and substance abuse clinical staff and detention operational staff, each week for every youth who will be evaluated/assessed that week for the purpose of integrating medical, mental health and substance abuse treatment.
  - b. The psychiatrist or psychiatric ARNP shall either be a member of the facility's mini treatment team, or shall, on a weekly basis, brief a representative of the mini treatment team on the psychiatric status of each youth receiving psychiatric services who is scheduled for treatment team review. The briefing may be accomplished through face-to-face interaction or telephonic communication with the representative of the treatment team.
  - c. The psychiatrist's or psychiatric ARNP's evaluation and recommendations for the youth shall be incorporated into the mental health clinical staff's in-depth assessment and treatment plan for the youth.
6. Records
- a. Documentation of psychiatric services shall be maintained in the youth's individual healthcare record, and shall be kept in accordance with Florida law and Rule 63N-1, F.A.C., Rule 63M-2, F.A.C., and applicable Department policies and standards. Forms incorporated in Rule 63N-1, F.A.C., which have been placed in the EMR shall be completed in the EMR by the psychiatrist or psychiatric ARNP and filed in the youth's individual healthcare record.
  - b. Records are the property of the Department and shall be maintained on-site at the Detention Center. At the end of the youth's stay, the psychiatric record shall be placed in the youth's Individual Healthcare Record (i.e. Medical Record).

If psychiatric services are provided off site, then copies of all applicable records shall be sent /provided to the Department and shall be maintained on-site in the youth's individual healthcare record.

7. Informed Consent Procedures

- a. The psychiatrist or psychiatric ARNP Provider shall provide and document informed consent for psychotropic medication, mental health treatment and substance abuse treatment in accordance with Rule 63N-1, F.A.C., Rule 63M-2, F.A.C., and applicable Department policies and standards.
- b. The Respondent's prescribing practitioner (psychiatrist or psychiatric ARNP) and/or medical/nursing staff, shall contact the parent/guardian to obtain verbal consent when psychotropic medication is prescribed or changed, and to also obtain parent/guardian written consent for psychotropic medication as set forth in Rule 63N-1, F.A.C, Rule 63M-2, F.A.C. The parent/legal guardian's consent or attempt/conversation shall be documented in writing in accordance with Rule 63N-1, F.A.C.
- c. In addition, the Respondent, medical/nursing staff, shall complete the Parental Notification of Health Related Care Form and mail this form along with page 3 of the Clinical Psychotropic Progress Note (CPPN) and the Acknowledgement of Receipt of CPPN or Practitioner Form [AOR] within twenty-four (24) to forty-eight (48) hours by Certified Mail (with Return Receipt) to the parents/guardian to the address on record. Mailings, only, will be at the expense of the Department.

8. Emergency Procedures

All staff that have direct contact with youth are to be trained and understand that they are to immediately call 9-1-1 in a medical emergency that poses the need for urgent medical attention (for example, a youth unresponsive/unconscious, bleeding profusely, acutely ill, etc.)

B. Service Task Limits

Services shall be provided to youth that are detained in North Region Juvenile Detention Centers.

C. Staffing/Personnel

The Respondent and all personnel provided under the Contract resulting from this ITN, 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.

1. Staffing Levels and Qualifications

Psychiatric services within Department facilities and programs must be provided on-site by a licensed psychiatrist and/or a licensed and Certified Psychiatric Advanced Registered Nurse Practitioner (ARNP) working under the clinical supervision of a licensed psychiatrist on-site as specified in the negotiated Contract and shall provide the following staff:

a. Licensed Psychiatrist

- 1) A Florida licensed and board certified psychiatrist (i.e., a physician licensed under chapter 458 or 459, Florida Statutes, who is board certified in Child and Adolescent Psychiatry, or Psychiatry, with prior experience working with adolescents, by the American Board of Psychiatry and Neurology); or
- 2) A physician licensed under chapter 458 or 459, Florida Statutes, who has completed a training program in Psychiatry approved by the American Board of Psychiatry and Neurology for entrance into its certifying examination; or
- 3) A physician licensed under chapter 458 or 459, Florida Statutes who is board certified in Forensic Psychiatry by the American Board of Psychiatry and Neurology or American Board of Forensic Psychiatry, but who must have prior experience and training in psychiatric treatment with children or adolescents.

- 4) The psychiatrist must actively participate in, manage and supervise psychiatric services in the Department facility.
- b. Advanced Registered Nurse Practitioner (ARNP)  
 Alternately, the Respondent may provide a psychiatric Advanced Registered Nurse Practitioner (ARNP), currently licensed under chapter 464, Florida Statutes, and certified by the Department of Health, (as specified at the DOH Board of Nursing web site: <http://floridasnursing.gov/licensing/advanced-registered-nurse-practitioner/> that includes the qualification of “psychiatric/mental health”, working under the direct clinical supervision of a licensed and board certified psychiatrist, and within the scope of the ARNP’s Collaborative Practice Protocol with the psychiatrist. If the Respondent chooses this option:
  - 1) The collaborative practice protocol with the psychiatrist must be current and on file with the Florida Department of Health.
  - 2) Every two (2) weeks, the psychiatrist shall provide on-site clinical supervision of the ARNP’s psychiatric services and is responsible for overseeing and directing the psychiatric services also being provided by the psychiatric ARNP in the facility.
  - 3) The final clinical judgment and ultimate responsibility for the prescription and monitoring of psychotropic medications in the Department facility shall rest with the psychiatrist.
- c. Licensing/Certifications and Protocols
  - 1) The Respondent shall provide copies of all licenses, board certifications and protocols to the Department’s Contract Manager prior to the execution of the Contract. If services are to be provided by a psychiatric ARNP, a current and updated copy of the official collaborative practice protocol between the supervising Psychiatrist and Psychiatric ARNP and a copy of the notice required by Section 458.348(1) F.S., must be kept on-site at each Department facility or program where the Psychiatric ARNP provides psychiatric services.
  - 2) A copy of the official Collaborative Practice Protocol must be provided to the Department’s Contract Manager prior to execution of the Contract and include the prescribing and monitoring of psychotropic medications, which includes a Psychiatric ARNP.
  - 3) Any alterations to the official Collaborative Practice Protocol or amendments filed with the Department of Health must be copied and kept on-site at each Department facility or program where the Psychiatric ARNP provides psychiatric services.
  - 4) The Respondent shall provide licenses to the Department’s Contract Manager for any newly hired personnel prior to staff employment at the facility. Any new licenses or protocols must be submitted to the Department’s Contract Manager in advance of the staff working under the Contract or the protocols taking effect. Special alerts identified on staff licensures shall be immediately communicated in writing to the Department’s Contract Manager.

2. Key Personnel

Each Detention Center must have the following Psychiatric Services positions filled as outlined in Attachment A-1, Section IV., C., 2.



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

- I. **SOLICITATION NUMBER** ITN #10564
- II. **SOLICITATION TYPE** Invitation to Negotiate: The Department of Juvenile Justice (DJJ or Department) is seeking a Provider for the delivery of medical services, mental health services, substance abuse services and psychiatric services in each of the eight (8) Regional Juvenile Detention Centers (RJDC's) located in the North Region.
- The Department seeks replies from qualified non-profit, for profit and government entities to serve as the single Provider of Comprehensive Health Services in eight (8) RJDCs located in the North Region consisting of Alachua RJDC, Bay RJDC, Duval RJDC, Escambia RJDC, Leon RJDC, Marion RJDC, Okaloosa RJDC and Volusia RJDC.
- III. **PROCUREMENT OFFICE** Jennifer A. Rechichi, 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) 717-2608  
Fax #: (850) 414-1625  
E-Mail Address: [Jennifer.Rechichi@djj.state.fl.us](mailto:Jennifer.Rechichi@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 Reply evaluated and scored.
  2. **Negotiations:** Based on the ranking of the Written Replies, one (1) 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\\_www.main\\_menu](http://www.myflorida.com/apps/vbs/vbs_www.main_menu). All listed times are local time in Tallahassee, Florida (Eastern Daylight/Standard Time).

<b>DATE</b>	<b>TIME</b>	<b>ACTION</b>	<b>WHERE</b>
Thursday, August, 31, 2017	COB	Release of solicitation	My Florida.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>

Thursday, September, 7, 2017	11:00 AM and 1:30 PM EDT	<b>MANDATORY</b> Site Visit (for state-owned / leased facilities only)	See Section IV.D., below, for site visit information.
Thursday, September, 7, 2017	COB	Deadline for Submission of Intent to Attend Solicitation Conference Form (Attachment M)	Send to <a href="mailto:Jennifer.Rechichi@djj.state.fl.us">Jennifer.Rechichi@djj.state.fl.us</a>
Monday, September, 11, 2017	10:00 AM EDT	Solicitation Conference / Conference Call  (This is a public meeting)	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 2662476963# 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 #10564
Thursday, September, 14, 2017	COB	Solicitation Question Deadline – this is the last date and time written questions will be accepted  Deadline for Submission of Intent to Respond (Attachment N)	Send to <a href="mailto:Jennifer.Rechichi@djj.state.fl.us">Jennifer.Rechichi@djj.state.fl.us</a>
Wednesday, October, 4, 2017	COB	Anticipated date that answers to written questions will be posted on the website	MyFlorida.com website <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a> under the solicitation #10564.
Monday, October, 16, 2017	2:00 PM EDT	Written Replies Due and Opened	Attention: Jennifer A. Rechichi, Procurement Manager DJJ Bureau of Procurement and Contract Administration 2737 Centerview Drive, Suite 1100 Tallahassee, FL 32399-3100
Monday, October, 30, 2017	2:30 PM 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)

			<p>Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 2662476963# when directed.</p> <p>A recording of the Conference Call 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 briefing.</p>
Tuesday, November, 14, 2017	3:00 PM EST	<p>Debriefing #1</p> <p>Meeting to Record Scores of Written Narrative Reply Evaluations</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 2662476963# when directed.</p> <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 48 hours of the debriefing.</p>
Tuesday, November, 28, 2017	2:00 PM EST	<p>Debriefing #2</p> <p>Meeting of the Evaluation Team to determine number of Respondents to move forward to Negotiations</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 2662476963# when directed.</p> <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 48 hours of the debriefing.</p>
Tuesday – Thursday, December, 12-14, 2017	TBD	<p>Negotiations</p> <p>Final dates and times to be communicated to Respondent(s) selected for negotiations</p> <p><i>(not open to the public but recorded)</i></p>	<p>Specific room location TBD</p> <p>Respondents shall go to the Knight Building, DJJ Headquarters 2737 Centerview Drive Tallahassee, FL 32399-3100 (go to the lobby for directions)</p>
Wednesday, December, 20, 2017	2:00 PM EST	<p>Debriefing #3</p> <p>Meeting of Negotiation Team to determine the Respondents to move</p>	<p>Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive (go to lobby for directions)</p>

		forward to round 2 of negotiations or to be part of the Comparative Analysis or Memorandum of Negotiation  <i>(public meeting / recorded)</i>	Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 2662476963# 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 – Friday, January 3 – 5, 2018	TBD	Negotiations – Round Two (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.
Thursday, January 11, 2018	2:00 PM EST	Debriefing #4  Meeting of Negotiation Team to determine the Respondents to move forward to round 3 of negotiations or to be part of the Comparative Analysis or Memorandum of Negotiation  <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 2662476963# 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, January 24, 2018	2:00 PM EST	Debriefing #5  Meeting of Negotiation Team to determine the Respondents that will move forward and be part of the Comparative Analysis Tool or Memorandum of Negotiation (MON)  <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 2662476963# 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.
Thursday, January 25, 2018	2:00 PM EST	Debriefing #6  Meeting of Negotiation Team to Complete the Comparative Analysis Tool to determine which Respondent moves forward to the	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive (go to lobby for directions)

		Memorandum of Negotiation  <i>(public meeting / recorded)</i>	Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 2662476963# 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.
Monday, February, 12, 2018	2:00 PM EST	Debriefing #7  Meeting of Negotiation Team to Recommend Contract Award  <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 2662476963# 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.
Monday, March, 5, 2018	COB	Anticipated posting date of Notice of Final Agency Decision (Anticipated Date of Contract Award)	MyFlorida.com website <a href="http://www.myflorida.com/apps/vbs/vbs_www_main_menu">http://www.myflorida.com/apps/vbs/vbs_www_main_menu</a>
Friday, March 30, 2018		Anticipated Contract Execution Date	

- 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  
Attendance at the Site Visit is a **MANDATORY** requirement for all Respondents. All Respondents attending the site-visit must sign the official ITN sign-in sheet to verify attendance.  
The site visit will be held at two (2) of the eight (8) detention centers in the North Region at the date and time specified in the Calendar of Events (Section IV. B.) at the locations listed below:  
**Alachua Regional Juvenile Detention Center (11:00 AM EDT)**  
**3440 NE 39th Avenue**  
**Gainesville, FL 32609**  
**Phone: (352) 955-2105**
- Duval Regional Juvenile Detention Center (1:30 PM EDT)**  
**1241 E 8th Street**  
**Jacksonville, FL 32206-4099**

**Phone: (904) 798-4820**

All Respondents shall attend one (1) of the two (2) site visits scheduled.

For driving directions to the detention center(s) for the site visit, please use one of the websites listed below:

<http://maps.yahoo.com/py/ddResults.py?Pyt=Tma>

<http://www.mapquest.com/directions/>

Please insert the street address of point of origin (departure) and the address of the facility to obtain driving directions. If there are any questions regarding the site visits, the Respondent should direct those questions to the Procurement Manager named in Section III of this Attachment.

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 and sent to the Procurement Manager at [Jennifer.Rechichi@dji.state.fl.us](mailto:Jennifer.Rechichi@dji.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 [Jennifer.Rechichi@dji.state.fl.us](mailto:Jennifer.Rechichi@dji.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> 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 ranking 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., E. of Attachment B.
2. If the team determines a second round of negotiations is necessary, the Negotiation team will determine which of the Respondents will move forward to a second round of negotiations. Respondents are no longer moved forward in ranking order after round 1 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\\_www.main\\_menu](http://myflorida.com/apps/vbs/vbs_www.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 sign and submit Attachment D (Certification of Experience) that includes a statement certifying that the Respondent has experience relevant to providing comprehensive health services, medical services, mental health and substance abuse services and psychiatric services, as specified in Attachments A-1, A-2, A-3 and A-4. If the Respondent is a current Department Provider in good standing providing the same or similar services to Department and has provided these services for at least the last six (6) consecutive months, the Respondent shall be responsible for identifying on Attachment D where these services are currently being provided. If the Respondent is not a current Department Provider of the same or similar services to Department but has provided these services to Department within the last two (2) years, the Respondent shall identify on Attachment D where these services to Department were previously provided. For the purposes of this ITN, a Provider is considered in good standing if they are not under cure, or in danger of defaulting on the current Contract
- C. 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. in Volume 1, Tab 1.
- D. It is **MANDATORY** that the Respondent attend and sign-in at the Department site visit at the designated Regional Juvenile Detention Center (Attachment B, Section IV. D.)
- E. It is **MANDATORY** that the Respondent submit a signed Attachment H - Budget for this ITN 10564. This budget form is available as a separate document from the ITN and posted on the Vendor Bid System.
- F. It is **MANDATORY** that the Respondent submit a completed Attachment O (ITN Reply Cross Reference Table).
- G. It is **MANDATORY** that the Respondent submit financial documentation, as described in Section XX., G., 2., of this ITN, that is sufficient to demonstrate its financial viability to perform the Contract resulting from this ITN.

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 Form and two (2) copies of the Respondent's Volume 2 reply; AND
    - c. A CD-ROM that contains the complete reply (Volumes 1 and 2) saved in Microsoft Word, Excel, and/or PowerPoint. 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 and 2) saved in Microsoft Word, Excel, and/or PowerPoint. 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. 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 and 2.
- 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 [Jennifer.Rechichi@dji.state.fl.us](mailto:Jennifer.Rechichi@dji.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 one (1) contract as a result of this solicitation. The award 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 begin on **April 1, 2018**, and shall end at **11:59 p.m. on March 31, 2021**. 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 (3) 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**

A fixed price contract is anticipated for program operation. 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 Section 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. The Department reserves the right to negotiate a Contract with service rates based on the services to be provided.
- B. The cost of Medical Mental Health, Substance Abuse and Psychiatric services will be included in the per diem calculated from the total amount in Attachment H of this ITN.
- C. The final annual funding available for contracted services is determined by the Department at its sole discretion.
- D. The Department reserves the right to negotiate a contract with per diem rates per ADP of the North Regional Juvenile Detention Centers for services to be provided to the detained youth.

**XV. FINANCIAL CONSEQUENCES**

- A. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with the FDJJ Policy #2000, and the Department Contract Monitoring Guidelines, Chapter 2, (available on the Department's website) 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 monthly value of contract X 1.0% = Financial Consequence. Imposition of consequences shall be per deficiency per day per facility.
  - Failure of the Provider to provide the required facility coverage in accordance with the Contract may result in a financial consequence being assessed at a rate of 0.5% of the monthly value per day for each instance of failure to provide coverage per facility. Such consequence shall not be imposed for personnel issues which arise in the ordinary course of business which shall include, but shall not be limited to, staffing substitutions, individual staff scheduling issues, incidental staff tardiness or other similar unavailability, or any other such staffing conflicts. Such consequence may be imposed for personnel issues resulting in failure of coverage for a complete scheduled shift. This section shall not apply to services related to the roles of regional positions.
- 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 section 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 or 2 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. Cross Reference Table - 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.
- C. Certificate of a Drug-Free Workplace – 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>.
- D. Certification of Experience – Volume 1, Tab 2  
It is **MANDATORY** that the Respondent sign and submit under Tab 2, the Attachment D, “Certification of Experience” that includes:
1. A statement certifying that the Respondent has experience relevant to providing comprehensive health services, medical services, mental health and substance abuse services and psychiatric services, as specified in Attachments A-1, A-2, A-3 and A-4.
  2. If the Respondent is a current Department Provider in good standing providing the same or similar services to Department and has provided these services for at least the last six (6) consecutive months, the Respondent shall be responsible for identifying on Attachment D where these services are currently being provided. For the purposes of this ITN, a Provider is considered in good standing, if they are not under cure, or in danger of defaulting on the current Contract.
  3. If the Respondent is not a current Department Provider of the same or similar services to Department but has provided these services previously to

Department within the last two (2) years, the Respondent shall identify on Attachment D where these services to Department were previously provided.

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. Management Competencies and Capabilities

- 1) The Respondent shall provide an organizational chart, identifying key personnel/positions and their qualifications that will have management and oversight of the proposed Comprehensive Health Services as required in the ITN.
- 2) The Respondent shall provide detail of its internal resources, strengths, and skills to deliver services. Competencies shall clearly support the Respondent's ability to deliver Comprehensive Health Services that include Medical Services, Mental Health and Substance Abuse Services, and Psychiatric Services as outlined in the Department's Health Services Rule 63M-2 and 63N-1 F.A.C.

b. Implementation Plan/Timeline

The Respondent shall submit an Implementation Plan/Timeline for services. Describe the Respondent's implementation plan that includes a timeline with specific dates and time frames identified for the implementation of services and identifies plans for all tasks associated with implementation. The Implementation Plan must include a detailed transition implementation plan to ensure smooth transition of medical, mental health, substance abuse and psychiatric services regarding hiring, training and/or replacement of existing staff to meet the requirements of the Department.

c. Performance Outcome Measures

Describe the Respondent's performance measures that are realistic and achievable. Describe the operational approach to ensure optimum service. Explain how the Respondent plans to provide services as described in the ITN and how to tie the performance measures to the goals of the Department. Describe the approach to meeting performance outcomes and/or targets. Describe the approach to reporting delivery of service that will be measured and improved.

d. Staffing/Professional Qualifications

The Respondent shall submit a proposed plan to employ and maintain the sufficient number of qualified staff to perform the duties and responsibilities outlined in the ITN. The Respondent shall provide a detailed staffing plan to include position, titles and duties/responsibilities,

including hours and days each position is on-site at each detention center. The staffing plan shall include a detailed plan for provision of clinical staff and clinical services seven (7) days a week at each detention center. The staffing plan shall also include position titles responsible for on-call services seven (7) days a week, twenty-four (24) hours a day for each detention center.

The Respondent shall submit copies of licenses for all professional staff proposed and current up to date registrations with the State of Florida, Department of Health. If staff has not been determined/hired upon reply submission, the Respondent shall provide a statement that the professional staff's license and State of Florida, Department of Health registration will be provided prior to formal Contract execution.

e. Comprehensive Health and Medical Services

Describe the Respondent's plan and explain how the reply meets the requirements outlined in Rule 63M-2, F.A.C. and indicate the number of sick calls provided (including days and hours), on-site nursing (including days and hours) and level of staff. All services in the plan shall meet the services specified in Attachments A, A-1 and A-2. Include copies of any contracts or agency agreements for outside medical services.

f. Mental Health and Substance Abuse Services

Describe the Respondent's plan and explain how the reply meets the requirements outlined in Rule 63N-1, F.A.C. The reply shall include services to be provided consisting of suicide risk screening, mental health assessments/evaluations, mental health counseling/therapy, crisis intervention, suicide prevention and other services as specified in Attachment A-3.

g. Psychiatric Services

Describe the Respondent's plan and explain how the reply meets the requirement outlined in Rule 63N-1, F.A.C., Psychiatric services shall consist of psychiatric diagnostic interviews and psychiatric evaluation services, coordination of services (with outside professionals), psychotropic medication management services, crisis intervention and suicide prevention services, and other services as specified in Attachment A and A-4.

F. Presentation (included with Negotiations)

The Presentation must be presented at the beginning of round one Negotiations and submitted as PowerPoint file with seven (7) hard copies of the entire power point presentation to be submitted to the Procurement Manager at the time of 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.

1. Timeline/Implementation Schedule

Describe the Respondent's timeline and plan to address all tasks associated with services to be provided such as initial start-up, delivery of services and clinical treatment.

2. Staffing/Organizational Overview

Describe the Respondent's readiness to provide services to include areas such as human resources (staffing, training, etc.) and the ability to maintain a schedule for timely services.

3. Scenarios

Scenarios will be presented by the Evaluation Team for impromptu responses.

G. Financial Proposal (Volume 2)

1. Budget– Volume 2, Tab 1

a. It is **MANDATORY** that the Respondent complete and submit in Tab 1 of Volume 2 a signed Attachment H - Budget. The Department will negotiate a fixed price 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. Please include a predicate for expenses and/or copies of any contracts for outside services (i.e. food service).**

2. 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.

3. 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.

**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.

**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 sections 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. Section 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 seventy-two (72) hours after the posting of the solicitation.
- B. Section 120.57(3)(a), Florida Statutes and 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), 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 sections 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.”

**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 (MANDATORY)  
CERTIFICATION OF EXPERIENCE  
(TO BE COMPLETED BY RESPONDENT)**

**THIS MANDATORY FORM SHALL BE COMPLETED BY THE RESPONDENT AND SIGNED BY A PERSON LEGALLY AUTHORIZED TO MAKE BINDING STATEMENTS ON BEHALF OF THE RESPONDENT. THE COMPLETED AND SIGNED FORM SHALL BE SUBMITTED WITH THE REPLY.**

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

DATE ESTABLISHED: \_\_\_\_\_

PRIMARY BUSINESS: \_\_\_\_\_

TOTAL NUMBER OF EMPLOYEES: \_\_\_\_\_

NUMBER OF EMPLOYEES ENGAGED IN ACTIVITIES RELEVANT TO THIS ITN: \_\_\_\_\_

NUMBER OF YEARS PROVIDING COMPREHENSIVE HEALTH SERVICES, MEDICAL SERVICES, MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES AND/OR PSYCHIATRIC SERVICES AS DESCRIBED IN THE ITN (PUBLIC AND OR PRIVATE):  
\_\_\_\_\_

LIST ENTITIES FOR WHO THE COMPANY HAS PROVIDED COMPREHENSIVE HEALTH SERVICES, MEDICAL SERVICES, MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES AND/OR PSYCHIATRIC SERVICES AS DESCRIBED IN THE ITN:  
\_\_\_\_\_  
\_\_\_\_\_

**IF SERVICES PROVIDED TO DJJ**

A. THIS SECTION IS TO BE COMPLETED BY RESPONDENTS CURRENTLY PROVIDING COMPREHENSIVE HEALTH SERVICES, MEDICAL SERVICES, MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES AND/OR PSYCHIATRIC SERVICES AS DESCRIBED IN THE ITN FOR DJJ:

CURRENT DJJ CONTRACT NUMBER PROVIDING SERVICES: \_\_\_\_\_

DATE SERVICES BEGAN FOR THE ABOVE CONTRACT: \_\_\_\_\_

B. THIS SECTION IS TO BE COMPLETED BY RESPONDENTS WHO PROVIDED COMPREHENSIVE HEALTH SERVICES, MEDICAL SERVICES, MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES AND/OR PSYCHIATRIC SERVICES AS DESCRIBED IN THE ITN FOR DJJ:

PREVIOUS DJJ CONTRACT NUMBER THAT PROVIDED SERVICES: \_\_\_\_\_

DATE SERVICES BEGAN FOR THE ABOVE CONTRACT: \_\_\_\_\_

DATE SERVICES ENDED FOR THE ABOVE CONTRACT: \_\_\_\_\_

I \_\_\_\_\_, CERTIFY THAT THE RESPONDENT KNOWN AS \_\_\_\_\_ HAS EXPERIENCE RELEVANT TO THE PROVISION OF COMPREHENSIVE HEALTH SERVICES, MEDICAL SERVICES, MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES AND/OR PSYCHIATRIC SERVICES.

**SIGNATURE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**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, G., 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. Definitions for above terms:
  - a. Respondent Written Narrative Score = Score of a specific Respondents Written Narrative
  - b. Maximum Written Narrative Score = 195 points

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<b>WRITTEN REPLY EVALUATION CRITERIA</b>		<b>Maximum Possible Points per Section</b>
1.	<b><u>Transmittal Letter (MANDATORY REQUIREMENT)</u></b>	0
2.	<b><u>Written Narrative Reply</u></b>	
	A. Management Competencies and Capabilities	15
	B. Implementation Plan / Timeline	30
	C. Performance Outcome Measures	30
	D. Staffing/Professional Qualifications	30
	E. Comprehensive Health and Medical Services	30
	F. Mental Health and Substance Abuse Services	30
	G. Psychiatric Services	30
<b>Total Maximum Points Available for Written Narrative Reply</b>		<b>195</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 for an overall total score for written replies.
4. Based on the total maximum points scored for the Written Narrative, 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 65%; and Written Reply score weighted at 35%. The Respondent's scores for each of these two (2) 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). 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.

**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.**

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

<b>ATTACHMENT O</b>				
<b>ITN REPLY CROSS REFERENCE TABLE</b>				
<b>THE COMPLETION OF THIS CROSS REFERENCE TABLE IS A MANDATORY REQUIREMENT</b>				
<b>ITN DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)</b>			<b>LOCATION IN REPLY (TO BE COMPLETED BY PROSPECTIVE RESPONDENT)</b>	
<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>
<b>GENERAL REPLY REQUIREMENTS</b>				
<b>PLEASE NOTE: General Reply Requirements that are checked as Mandatory Criteria must be provided by the Respondent to be considered responsive to this ITN. Failure to provide the required mandatory documentation will result in a reply not being evaluated and rejected as non-responsive.</b>				
Attachment B, Section V., F. Section XX., B.	Cross Reference Table (Attachment O)	X		
Attachment B, Section V., C. Section XX., A	Transmittal Letter containing all the information as required.	X		
Attachment B, Section XX., C.	Certificate of Drug-Free Workplace			
Attachment B, Section V., B. Section XX., D.	Certification of Experience	X		
Attachment B, Section V., E. and Section XX., G., 1., a.	Attachment H – Budget	X		
Attachment B, Section V., G. Section XX., G., 2	Financial Documentation: Supplier Qualifier Report (SQR) Report or documentation to determine financial viability.	X		
Attachment B, Section XX., G., 3.	Certified Minority Business (B) Utilization Plan			
<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>				

ATTACHMENT O ITN REPLY CROSS REFERENCE TABLE				
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	SECTION/PARTS
	<b>GENERAL REPLY REQUIREMENTS</b>			
	<b>a. Management Competencies and Capabilities</b>			
Attachment B, Section XX. E.1., a.	1) The Respondent shall provide an organizational chart, identifying key personnel/positions and their qualifications that will have management and oversight of the proposed Comprehensive Health Services as required in the ITN.  2) The Respondent shall provide detail of its internal resources, strengths, and skills to deliver services. Competencies shall clearly support the Respondent's ability to deliver Comprehensive Health Services that include Medical Services, Mental Health and Substance Abuse Services, and Psychiatric Services as outlined in the Department's Health Services Rule 63M-2 and 63N-1 F.A.C.			
	<b>b. Implementation Plan/Timeline</b>			
Attachment B, Section XX. E., 1., b.	The Respondent shall submit an Implementation Plan/Timeline for services. Describe the Respondent's implementation plan that includes a timeline with specific dates and timeframes identified for the implementation of services and identifies plans for all tasks associated with implementation. The Implementation Plan must include a detailed transition implementation plan to ensure smooth transition of medical, mental health, substance abuse and psychiatric services regarding hiring, training and/or replacement of			

ATTACHMENT O ITN REPLY CROSS REFERENCE TABLE				
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	SECTION/PARTS
	existing staff to meet the requirements of the Department.			
	<b>c. Performance Outcome Measures</b>			
Attachment B, Section XX. E.1., c.	Describe the Respondent's performance measures that are realistic and achievable. Describe the operational approach to ensure optimum service. Explain how the Respondent plans to provide services as described in the ITN and how to tie the performance measures to the goals of the Department. Describe the approach to meeting performance outcomes and/or targets. Describe the approach to reporting delivery of service that will be measured and improved.			
	<b>d. Staffing/Professional Qualifications</b>			
Attachment B, Section XX. E.1., d.	The Respondent shall submit a proposed plan to employ and maintain the sufficient number of qualified staff to perform the duties and responsibilities outlined in the ITN. The Respondent shall provide a detailed staffing plan to include position, titles and duties/responsibilities, including hours and days each position is on-site at each detention center. The staffing plan shall include a detailed plan for provision of clinical staff and clinical services seven (7) days a week at each detention center. The staffing plan shall also include position titles responsible for on-call services seven (7) days a week, twenty-four (24) hours a day for each detention center. The Respondent shall submit copies of licenses for all professional staff proposed and current up to date registrations with the State of Florida,			



ATTACHMENT O ITN REPLY CROSS REFERENCE TABLE				
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	SECTION/PARTS
	Department of Health. If staff has not been determined/hired upon proposal submission, the Respondent shall provide a statement that the professional staff's license and State of Florida, Department of Health registration will be provided prior to formal Contract execution.			
	<b>e. Comprehensive Health and Medical Services</b>			
Attachment B, Section XX. E.1., e.	Describe the Respondent's plan and explain how the reply meets the requirements outlined in Rule 63M-2, F.A.C. and indicate the number of sick calls provided (including days and hours), on-site nursing (including days and hours) and level of staff. All services in the plan shall meet the services specified in Attachments A, A-1 and A-2. Include copies of any contracts or agency agreements for outside medical services.			
	<b>f. Mental Health and Substance Abuse Services</b>			
Attachment B, Section XX. E.1., f.	Describe the Respondent's plan and explain how the reply meets the requirements outlined in Rule 63N-1, F.A.C. Reply shall include services to be provided consisting of suicide risk screening, mental health assessments/ evaluations, mental health counseling/therapy, crisis intervention, suicide prevention and other services as specified in Attachment A-3.			
	<b>g. Psychiatric Services</b>			
Attachment B, Section XX. E.1., g.	Describe the Respondent's plan and explain how the reply meets the requirements outlined in the Rule 63N-1, F.A.C., Psychiatric services shall consist of psychiatric diagnostic Interviews and			

ATTACHMENT O ITN REPLY CROSS REFERENCE TABLE				
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	SECTION/PARTS
	psychiatric evaluation services, Coordination of Services (with outside professionals), psychotropic medication management services, crisis intervention and suicide prevention services and other services as specified in Attachment A and A-4.			

**ATTACHMENT P  
WRITTEN REPLY EVALUATION QUESTIONS**

<b>A. MANAGEMENT COMPETENCIES AND CAPABILITIES</b>		
<p>1) The Respondent shall provide an organizational chart, identifying Key personnel/positions and their qualifications that will have management and oversight of proposed Comprehensive Health Services as required in the ITN.</p> <p>2) The Respondent shall provide detail of its internal resources, strengths, and skills to deliver services. Competencies shall clearly support the Respondent's ability to deliver Comprehensive Health Services that include Medical Services, Mental Health and Substance Abuse Services, and Psychiatric Services as outlined in the Department's Health Services Rule 63M-2 and 63N-1 F.A.C.</p> <p><i>(Weighted: 5      Max Pts: 15)</i></p>		
<b>RATING CRITERIA EXPLANATION</b>	<b>MAX POINTS</b>	<b>PAGE/NOTE/COMMENTS</b>
Respondent describes significant corporate management staff, infrastructure, organization, and ability to handle requests for comprehensive health services as required by the ITN.	3 Points	
The organization and structure are described and all lines of authority are clear. The Respondent describes a sound experience and achievement for the provision of comprehensive health services as required in the ITN.	2 Points	
The organization and structure are described but some details are not clear. The reply did not contain adequate information to support the Respondent's ability for establishing and maintaining a delivery of comprehensive health services as required in the ITN.	1 Points	
The Respondent does not describe their organization and structure, nor did the reply encompass information regarding management, corporate oversight or previous experience.	0 Points	
<b>FINAL SCORE: _____ (0-3)</b>		<b>INITIALS &amp; DATE: _____</b>

<b>B. IMPLEMENTATION PLAN/TIMELINE</b>		
<p>The Respondent shall submit an Implementation Plan/Timeline for services. Describe the Respondent's implementation plan that includes a timeline with specific dates and time frames identified for the implementation of services and identifies plans for all tasks associated with implementation. The Implementation Plan must include a detailed transition implementation plan to ensure smooth transition of medical, mental health, substance abuse and psychiatric services regarding hiring, training and/or replacement of existing staff to meet the requirements of the Department.</p> <p><i>(Weighted: 10      Max Pts: 30)</i></p>		
<b>RATING CRITERIA EXPLANATION</b>	<b>MAX POINTS</b>	<b>PAGE/NOTE/COMMENTS</b>
The Respondent's implementation plan and transition plan are clearly detailed including a timeline with anticipated dates of start and completion of services. The Respondent describes a detailed implementation plan that incorporates the provision for effective services including a transition plan regarding hiring, training and/or replacement of existing staff to meet the requirements of the Department as outlined in the ITN.	3 Points	
The Respondent's implementation plan/transition plan meets the Department's requirements for the provision of services and ensures a smooth transition of medical, mental health, substance abuse and psychiatric services as required in the ITN.	2 Points	
The Respondent's implementation plan describes some details but is not clear. The implementation plan/transition plan did not contain adequate detail for establishing services as required in the ITN.	1 Points	
The Respondent does not describe their implementation plan, nor did the implementation plan/transition plan reply encompass a timeline regarding services to be established or transition of existing staff to meet the requirements of the Department as outlined in the ITN.	0 Points	
<b>FINAL SCORE: _____ (0-3)</b>		<b>INITIALS &amp; DATE: _____</b>

<b>C. PERFORMANCE OUTCOME MEASURES</b>		
<p>Describe the Respondent's performance measures that are realistic and achievable. Describe the operational approach to ensure optimum service. Explain how the Respondent plans to provide services as described in the ITN and how to tie the performance measures to the goals of the Department. Describe the approach to meeting performance outcomes and/or targets. Describe the approach to reporting of delivery of service that will be measured and improved.</p> <p><i>(Weighted: 10 Max Pts: 30)</i></p>		
<b>RATING CRITERIA EXPLANATION</b>	<b>MAX POINTS</b>	<b>PAGE/NOTE/COMMENTS</b>
The Respondent describes an effective and comprehensive operational approach to ensure optimum program performance. The Respondent has a strong emphasis on meeting performance measures to maintain optimum program operations. The plan clearly ties the achievement of performance standards to stay in line with the Department's goals. The approach to meeting performance outcomes and/or targets is clearly addressed.	3 Points	
The approach to meeting performance outcomes and/or targets was sufficient.	2 Points	
The approach to meeting performance outcomes and/or targets was not clearly defined or sufficient.	1 Points	
The Respondent does not provide a description of program outcomes. The approach to providing performance measures that are realistic and achievable is not described.	0 Points	
<b>FINAL SCORE: _____ (0-3)</b>		<b>INITIALS &amp; DATE: _____</b>

**D. STAFFING/PROFESSIONAL QUALIFICATIONS**

The Respondent shall submit a proposed plan to employ and maintain the sufficient number of qualified staff to perform the duties and responsibilities outlined in the ITN. The Respondent shall provide a detailed staffing plan to include position, titles and duties/responsibilities, including hours and days each position is on-site at each detention center. The staffing plan shall include a detailed plan for provision of clinical staff and clinical services seven (7) days a week at each detention center. The staffing plan shall also include position titles responsible for on-call services seven (7) days a week, twenty-four (24) hours a day for each detention center.

The Respondent shall submit copies of licenses for all professional staff proposed and current up to date registrations with the State of Florida, Department of Health. If staff has not been determined/hired upon proposal submission, the Respondent shall provide a statement that the professional staff's license and State of Florida, Department of Health registration will be provided prior to formal Contract execution.

*(Weighted: 10 Max Pts: 30)*

RATING CRITERIA EXPLANATION	MAX POINTS	PAGE/NOTE/COMMENTS
The Respondent describes a comprehensive operational approach to providing qualified medical, mental health clinical staff and substance abuse clinical staff meeting the qualifications set forth in the Health Services Rule 63M-2 and 63N-1 to provide health, mental health and substance abuse services. The Respondent describes the number of staff to be employed, their credentials and staff job duties. The plan clearly addresses a detailed training plan, including coverage for absences and vacancies, and contains detailed information for direct care staff to perform their duties.	3 Points	
The Respondent describes a complete plan to hire qualified and trained staff and maintain staff to meet required ratios and sustain optimum program operations, but the plan does not exceed minimum requirements.	2 Points	
The Respondent's plan is missing one or more of the following components: employment of qualified staff, recruitment of staff, maintaining adequate levels of staff and/or a training plan that demonstrates the importance of staff training.	1 Points	
The Respondent's plan contains numerous elements that appeared to be ineffective.	0 Points	

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

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

<b>E. COMPREHENSIVE HEALTH AND MEDICAL SERVICES</b>		
<p>Describe the Respondent's plan and explain how the reply meets the requirements outlined in Rule 63M-2, F.A.C. and indicate the number of sick calls provided (including days and hours), on-site nursing (including days and hours) and level of staff. All services in the plan shall meet the services specified in Attachments A, A-1 and A-2. Include copies of any contracts or agency agreements for outside medical services.</p> <p><i>(Weighted: 10 Max Pts: 30)</i></p>		
<b>RATING CRITERIA EXPLANATION</b>	<b>MAX POINTS</b>	<b>PAGE/NOTE/COMMENTS</b>
The Respondent's plan outlines comprehensive health services and clearly corresponds with the Department's Health Services Rule 63M-2, F.A.C., in great detail and clearly explains how health services and the specific mental health and substance abuse treatment models employed are evidence-based and promising practices. The Respondent's plan exceeds the minimum expectations.	3 Points	
The reply meets the basic requirements of the Department's Health Services Rule 63M-2, F.A.C., The reply is limited in providing an explanation of how the mental health and substance abuse treatment models employed are evidence-based and promising practices.	2 Points	
The reply is below the expectations with regard to detail of how the Department's Health Services Rule 63M-2, F.A.C., would be met.	1 Point	
The reply fails to present information relevant to the key elements that are outlined in the Department's Health Services Rule 63M-2, F.A.C.,	0 Points	
<b>FINAL SCORE: _____ (0-3)</b>		<b>INITIALS &amp; DATE: _____</b>

<b>F. MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
<p>Describe the Respondent's plan and explain how the reply meets the requirements outlined in Rule 63N-1, F.A.C. The reply shall include services to be provided consisting of suicide risk screening, mental health assessments/evaluations, mental health counseling/therapy, crisis intervention, suicide prevention and other services as specified in Attachment A-3.</p> <p><i>(Weighted: 10 Max Pts.: 30)</i></p>		
<b>RATING CRITERIA EXPLANATION</b>	<b>MAX POINTS</b>	<b>PAGE/NOTE/COMMENTS</b>
The Respondent's plan outlines comprehensive services and clearly corresponds with the Department's Health Services Rule 63N-1 F.A.C., in great detail and clearly explains how health services and the specific mental health and substance abuse treatments models employed are evidence-based and promising practices. The Respondent's plan exceeds the minimum expectations.	3 Points	
The reply meets the basic requirements of the Department's Health Services Rule 63N-1 F.A.C. The reply is limited in providing an explanation of how the mental health and substance abuse treatment models employed are evidence-based and promising practices.	2 Points	
The reply is below the expectations with regard to detail of how the requirements of the Department's Health Services Rule 63N-1 F.A.C., would be met.	1 Point	
The reply fails to present information relevant to the key elements that are outlined in the Department's Health Services Rule 63N-1 F.A.C.	0 Points	
<b>FINAL SCORE: _____ (0-3)</b>		<b>INITIALS &amp; DATE: _____</b>



<b>G. PSYCHIATRIC SERVICES</b>		
Describe the Respondent's plan and explain how the reply meets the requirements outlined in Rule 63N-1, F.A.C., Psychiatric services shall consist of psychiatric diagnostic interviews and psychiatric evaluation services, coordination of services (with outside professionals), psychotropic medication management services, crisis intervention and suicide prevention services, and other services as specified in Attachment A and A-4.		
<i>(Weighted: 10 Max Pts: 30)</i>		
<b>RATING CRITERIA EXPLANATION</b>	<b>MAX POINTS</b>	<b>PAGE/NOTE/COMMENTS</b>
The Respondent's plan outlines comprehensive services and clearly corresponds with the Department's Health Services Rule 63N-1 F.A.C., in great detail and clearly explains how health services and the specific mental health and substance abuse treatments models employed are evidence-based and promising practices. The Respondent's plan exceeds the minimum expectations.	3 Points	
The reply meets the basic requirements of the Department's Health Services Rule 63N-1, F.A.C. The reply is limited in providing an explanation of how the mental health and substance abuse treatment models employed are evidence-based and promising practices.	2 Points	
The reply is below the expectations with regard to detail of how the requirements of the Department's Health Services Rule 63N-1, F.A.C. would be met.	1 Point	
The reply fails to present information relevant to the key elements that are outlined in the Department's Health Services Rule 63N-1, F.A.C.	0 Points	
<b>FINAL SCORE:</b> _____ <b>(0-3)</b>		<b>INITIALS &amp; DATE:</b> _____

**EXHIBIT 1****MATRIX FOR MEDICAL SERVICES  
POSITIONS PER REGIONAL JUVENILE DETENTION CENTER****North Region Juvenile Detention Centers – Regional Position**

Regional Clinical Manager – 1.0 FTE – provides oversight of the medical services in all eight (8) regional detention centers – RN or higher licensure level

**Alachua RJDC**

DHA – On Site in the clinic at least weekly with no more than nine days between visits and on-call 7 days a week, 24 hours a day.

ARNP - 0.4 FTE (sixteen [16] hours per week)

\*LPN – Minimum of 1.0 FTE (forty [40] hours per week)

Records Clerk - Minimum of 1.0 FTE to provide adequate record keeping for both Medical and Mental Health.

\*On-site nursing coverage shall be provided for a minimum of twelve (12) hours per day Monday-Friday and eight (8) hours per day on weekends, sufficient to perform daily tasks including all med passes. Services shall be provided by Registered Nurses (RNs), and Licensed Practical Nurses (LPNs).

Minimum Ratio of nursing hours to youth:

Forty (40) youth = Forty (40) nursing hours and for every additional twenty (20) youth add ten (10) hours of nursing hours.

**Bay RJDC**

DHA – On Site in the clinic at least weekly with no more than nine days between visits and on-call 7 days a week, 24 hours a day.

ARNP - 0.40 FTE (sixteen [16] hours per week)

RN Clinic Manager 1.0 FTE (forty [40] hours per week)

\*LPN – Minimum of 1.00 FTE (forty [40] hours per week)

Records Clerk - Minimum of 1.0 FTE to provide adequate record keeping for both Medical and Mental Health.

\*On-site nursing coverage shall be provided for a minimum of twelve (12) hours per day Monday-Friday and eight (8) hours per day on weekends, sufficient to perform daily tasks including all med passes. Services shall be provided by Registered Nurses (RNs), and Licensed Practical Nurses (LPNs).

Minimum Ratio of nursing hours to youth:

Forty (40) youth = Forty (40) nursing hours and for every additional twenty (20) youth add ten (10) hours of nursing hours.

## Duval RJDC

DHA – On Site in the clinic at least weekly with no more than nine days between visits and on-call 7 days a week, 24 hours a day.

ARNP - 0.5 FTE (twenty [20] hours per week)

RN Clinic Manager 1.0 (forty [40] hours per week)

\*LPN – Minimum 4.0 FTE (One Hundred sixty hours [160] hours per week)

Records Clerk - Minimum of 1.0 FTE to provide adequate record keeping for both Medical and Mental Health.

\*On-site nursing coverage shall be provided for a minimum of twelve (12) hours per day Monday-Friday and eight (8) hours per day on weekends, sufficient to perform daily tasks including all med passes. Services shall be provided by Registered Nurses (RNs), and Licensed Practical Nurses (LPNs).

Minimum Ratio of nursing hours to youth:

Forty (40) youth = Forty (40) nursing hours and for every additional twenty (20) youth add ten (10) hours of nursing hours.

## Escambia RJDC

DHA – On Site in the clinic at least weekly with no more than nine days between visits and on-call 7 days a week, 24 hours a day.

ARNP - 0.5 FTE (twenty [20] hours per week)

\*LPN – Minimum of 0.30 FTE (sixteen [16] hours per week)

Records Clerk - Minimum of 1.0 FTE to provide adequate record keeping for both Medical and Mental Health.

\*On-site nursing coverage shall be provided for a minimum of twelve (12) hours per day Monday-Friday and eight (8) hours per day on weekends, sufficient to perform daily tasks including all med passes. Services shall be provided by Registered Nurses (RNs), and Licensed Practical Nurses (LPNs).

Minimum Ratio of nursing hours to youth:

Forty (40) youth = Forty (40) nursing hours and for every additional twenty (20) youth add ten (10) hours of nursing hours.

## Leon RJDC

DHA On Site in the clinic at least weekly with no more than nine days between visits and on-call 7 days a week, 24 hours a day.

ARNP - 0.5 FTE (twenty [20] hours per week)

RN Clinic Manager 1.0 FTE (forty [40] hours per week).

\*LPN – Minimum .75 FTE (thirty hours [30] hours per week)

Records Clerk - Minimum of 1.0 FTE to provide adequate record keeping for both Medical and Mental Health.

\*On-site nursing coverage shall be provided for a minimum of twelve (12) hours per day Monday-Friday and eight (8) hours per day on weekends, sufficient to perform daily tasks including all med passes. Services shall be provided by Registered Nurses (RNs), and Licensed Practical Nurses (LPNs).

Minimum Ratio of nursing hours to youth:

Forty (40) youth = Forty (40) nursing hours and for every additional twenty (20) youth add ten (10) hours of nursing hours.

## Marion RJDC

DHA – On Site in the clinic at least weekly with no more than nine days between visits and on-call 7 days a week, 24 hours a day.

ARNP - 0.5 FTE (twenty [20] hours per week)

RN Clinic Manager 1.0 FTE (forty [40] hours per week).

\*LPN – Minimum .75 FTE (thirty hours [30] hours per week)

Records Clerk - Minimum of 1.0 FTE to provide adequate record keeping for both Medical and Mental Health.

\*On-site nursing coverage shall be provided for a minimum of twelve (12) hours per day Monday-Friday and eight (8) hours per day on weekends, sufficient to perform daily tasks including all med passes. Services shall be provided by Registered Nurses (RNs), and Licensed Practical Nurses (LPNs).

Minimum Ratio of nursing hours to youth:

Forty (40) youth = Forty (40) nursing hours and for every additional twenty (20) youth add ten (10) hours of nursing hours.

## Okaloosa RJDC

DHA – On Site in the clinic at least weekly with no more than nine days between visits and on-call 7 days a week, 24 hours a day.

ARNP - 0.5 FTE (twenty [20] hours per week)

RN Clinic Manager 1.0 FTE (forty [40] hours per week).

\*LPN – Minimum .75 FTE (thirty hours [30] hours per week)

Records Clerk - Minimum of 1.0 FTE to provide adequate record keeping for both Medical and Mental Health.

\*On-site nursing coverage shall be provided for a minimum of twelve (12) hours per day Monday-Friday and eight (8) hours per day on weekends, sufficient to perform daily tasks including all med passes. Services shall be provided by Registered Nurses (RNs), and Licensed Practical Nurses (LPNs).

Minimum Ratio of nursing hours to youth:

Forty (40) youth = Forty (40) nursing hours and for every additional twenty (20) youth add ten (10) hours of nursing hours.

## Volusia RJDC

DHA – On Site in the clinic at least weekly with no more than nine days between visits and on-call 7 days a week, 24 hours a day.

ARNP - 0.5 FTE (twenty [20] hours per week)

RN Clinic Manager 1.0 FTE (forty [40] hours per week).

\*LPN – Minimum .75 FTE (thirty hours [30] hours per week)

Records Clerk - Minimum of 1.0 FTE to provide adequate record keeping for both Medical and Mental Health.

\*On-site nursing coverage shall be provided for a minimum of twelve (12) hours per day Monday-Friday and eight (8) hours per day on weekends, sufficient to perform daily tasks including all med passes. Services shall be provided by Registered Nurses (RNs), and Licensed Practical Nurses (LPNs).

Minimum Ratio of nursing hours to youth:

Forty (40) youth = Forty (40) nursing hours and for every additional twenty (20) youth add ten (10) hours of nursing hours.

## EXHIBIT 2

**MATRIX FOR MENTAL HEALTH, SUBSTANCE ABUSE AND PSYCHIATRIC SERVICES  
POSITIONS PER REGIONAL JUVENILE DETENTION CENTER**

North Region Juvenile Detention Centers – Regional Position

Regional Mental Health and Substance Abuse Services Clinical Director - 1.0 FTE – provides oversight of the Mental Health and Substances Abuse services in all North Region eight (8) regional detention centers.

Alachua RJDC

Designated Mental Health Clinician Authority (DMHCA) – 1.0 FTE (forty [40] hours per week). The licensed mental health professional responsible for oversight, coordination and implementation of mental health and substance abuse services in the detention center. Personally, provides mental health and substance abuse services.

Licensed/Non-Licensed Mental Health Professional - 1.0 FTE (forty [40] hours per week). Provides both mental health and substance abuse services.

Non-Licensed Mental Health Clinical Staff - 0.20 FTE (eight [8] hours per week)

\* Psychiatrist - Two (2) hours per week minimum.

Note: Staffing above sought for this forty (40) bed facility. Mental Health Clinical Staff on-site seven (7) days a week. A Non-licensed clinical staff person may also provide substance abuse services if the Provider is licensed under chapter 397 F.S. and as set forth in Rule 65D-30.003(15 and Rule 63N-1, F.A.C.

\*Psychiatric ARNP may also provide psychiatric services as per Rule 63N-1,0085 F.A.C.

Bay RJDC

Designated Mental Health Clinician Authority (DMHCA) - 1.0 FTE (forty [40] hours per week. The licensed mental health professional responsible for oversight, coordination and implementation of mental health and substance abuse services in the detention. Personally, provides mental health and substance abuse services.

Licensed/Non-Licensed Mental Health Professional – 1.00 FTE (forty [40] hours per week per FTE). Provided both mental health and substance abuse services.

\*Psychiatrist - Five (5) hours per week **minimum**.

Note: Staffing above sought for this one ninety-three (93) bed facility. Mental Health Clinical Staff on-site seven (7) days a week. A Non-licensed clinical staff person may also provide substance abuse services if the Provider is licensed under chapter 397 F.S. and as set forth in Rule 65D-30.003(15) and Rule 63N-1, F.A.C.)

\*Psychiatric ARNP may also provide psychiatric services as per Rule 63N-1,0085 F.A.C.

**Duval RJDC**

Designated Mental Health Clinician Authority (DMHCA) Licensed - 1.00 FTE (forty [40] hours per week. The licensed mental health professional responsible for oversight, coordination and implementation of mental health and substance abuse services in the detention. Personally, provides mental health and substance abuse services.

Licensed Mental Health Professional – 0.50 FTE (twenty [20] hours per week per FTE). Provided both mental health and substance abuse services.

Non-Licensed Mental Health Clinical Staff – 1.00 FTE (forty [40] hours per week).

\*Psychiatrist - Three (3) hours per week minimum.

Note: Staffing above sought for this one hundred and twenty-four (124) bed facility. Mental Health Clinical Staff on-site seven (7) days a week. A Non-licensed clinical staff person may also provide substance abuse services if the Provider is licensed under chapter 397 F.S. and as set forth in Rule 65D-30.003(15) and Rule 63N-1, F.A.C.)

\*Psychiatric ARNP may also provide psychiatric services as per Rule 63N-1,0085 F.A.C.

**Escambia RJDC**

Designated Mental Health Clinician Authority (DMHCA) - 1.0 FTE (forty [40] hours per week). The licensed mental health professional responsible for oversight, coordination and implementation of mental health and substance abuse services in the detention center. Personally, provides mental health and substance abuse services.

Licensed/Non-Licensed Mental Health Clinical Staff -0.50 FTE (Twenty [20] hours per week) and one (1) 0.5 FTE (twenty [20] hours per week).

\*Psychiatrist - Three (3) hours per week minimum.

Note: Staffing above sought for this forty-two (42) bed facility. Mental Health Clinical Staff on-site seven (7) days a week. A Non-licensed clinical staff person may also provide substance abuse services if the Provider is licensed under chapter 397 F.S. and as set forth in Rule 65D-30.003(15) and Rule 63N-1, F.A.C.)

\*Psychiatric ARNP may also provide psychiatric services as per Rule 63N-1,0085 F.A.C.

**Leon RJDC**

Designated Mental Health Clinician Authority (DMHCA) Licensed - 1.00 FTE (forty [40] hours per week). The licensed mental health professional responsible for oversight, coordination and implementation of mental health and substance abuse services in the detention. Personally, provides mental health and substance abuse services.

Licensed Mental Health Professional – 0.50 FTE (twenty [20] hours per week per FTE). Provided both mental health and substance abuse services.

Non-Licensed Mental Health Clinical Staff – 1.00 FTE (forty [40] hours per week).

\*Psychiatrist - Three (3) hours per week minimum.

Note: Staffing above sought for this one hundred and twenty-four (124) bed facility. Mental Health Clinical Staff on-site seven (7) days a week. A Non-licensed clinical staff person may also provide substance abuse services if the Provider is licensed under chapter 397 F.S. and as set forth in Rule 65D-30.003(15) and Rule 63N-1, F.A.C.)

\*Psychiatric ARNP may also provide psychiatric services as per Rule 63N-1,0085 F.A.C.

**Marion RJDC**

Designated Mental Health Clinician Authority (DMHCA) - 1.0 FTE (forty [40] hours per week). The licensed mental health professional responsible for oversight, coordination and implementation of mental health and substance abuse services in the detention. Personally, provides mental health and substance abuse services.

Licensed/Non-Licensed Mental Health Clinical Staff - 0.20 FTE (eight [8] hours per week)

\*Psychiatrist - Two (2) hours per week minimum.

Note: Staffing above sought for this thirty-six (36) bed facility. Mental Health Clinical Staff on-site seven (7) days a week. A Non-licensed clinical staff person may also provide substance abuse services if the Provider is licensed under chapter 397 F.S. and as set forth in Rule 65D-30.003(15) and Rule 63N-1, F.A.C.

\*Psychiatric ARNP may also provide psychiatric services as per Rule 63N-1,0085 F.A.C.

**Okaloosa RJDC**

Designated Mental Health Clinician Authority (DMHCA) – 1.0 FTE (forty [40] hours per week). Responsible for oversight, coordination and implementation of mental health and substance abuse services. Personally, provides mental health and substance abuse services.

Non-Licensed Mental Health Clinical Staff – 1.00 FTE (forty [40] hours per week)

\*Psychiatrist – Three (3) hour per week minimum.

Note: Staffing above sought for this ninety-six (96) bed facility Mental Health Clinical Staff on-site seven (7) days a week. A Non-licensed clinical staff person may also provide substance abuse



services if the Provider is licensed under chapter 397 F.S. and as set forth in Rule 65D-30.003(15) and Rule 63N-1, F.A.C.)

\*Psychiatric ARNP may also provide psychiatric services as per Rule 63N-1,0085 F.A.C.

Volusia RJDC

Designated Mental Health Clinician Authority (DMHCA) – 1.0 FTE (forty [40] hours per week). Responsible for oversight, coordination and implementation of mental health and substance abuse services. Personally, provides mental health and substance abuse services.

Non-Licensed Mental Health Clinical Staff – 1.00 FTE (forty [40] hours per week)

\*Psychiatrist – Three (3) hour per week minimum.

Note: Staffing above sought for this ninety-six (96) bed facility Mental Health Clinical Staff on-site seven (7) days a week. A Non-licensed clinical staff person may also provide substance abuse services if the Provider is licensed under chapter 397 F.S. and as set forth in Rule 65D-30.003(15) and Rule 63N-1, F.A.C.)

\*Psychiatric ARNP may also provide psychiatric services as per Rule 63N-1,0085 F.A.C.