

Date: February 11, 2021

Subject: Department of Juvenile Justice (Department or DJJ) Solicitation #10701 – Statewide Comprehensive Medical and Mental Health Services

Request for Proposals (RFP): Provide comprehensive health services to include medical, mental health, substance abuse and psychiatric services for youth in the Department's twenty-one (21) Regional Juvenile Detention Centers (RJDC). Eight (8) RJDCs in the North Region consisting of Alachua RJDC, Bay RJDC, Duval RJDC, Escambia RJDC, Leon RJDC, Marion RJDC, Okaloosa RJDC and Volusia RJDC, six (6) RJDCs in the Central Region consisting of Brevard RJDC, Hillsborough RJDC, Manatee RJDC, Orange RJDC, Pasco RJDC and Pinellas RJDC and seven (7) RJDCs in the South Region consisting of Broward RJDC, Collier RJLDC, Miami-Dade RJDC, Monroe RJDC, Palm Beach RJDC, St. Lucie RJDC and Southwest Florida RJDC.

The RFP 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	Services Sought
Attachment A-1	Medical Services
Attachment A-2	Mental Health and Substance Abuse Services
Attachment A-3	Psychiatric Services
Attachment B	General Instructions for the Preparation and Submission of Proposals
Attachment C	Special Conditions
Attachment D	Reserved
Attachment E	Reserved
Attachment F	Evaluation Criteria
Attachment G	Sample Vendor Contract <sup>2</sup>
Attachment H	Budget <sup>3</sup>
Attachment I	Supplier Qualifier Report Request <sup>2</sup>
Attachment J	Reserved
Attachment K	Drug-Free Workplace Certification <sup>2</sup>
Attachment L	Reserved
Attachment M	Notice of Intent to Attend Solicitation Conference <sup>3</sup>
Attachment N	Notice of Intent to Submit a Proposal <sup>3</sup>
Attachment O	Cross Reference Table
Attachment P	Written Evaluation Questions/Considerations
Attachment Q	Proposal Verification Form <sup>3</sup>
Attachment R	Certification of Experience
Attachment S	Tie Breaking Certifications <sup>3</sup>
Attachment T	Client Contact List
Attachment U	Florida Certified Minority Business Enterprise (CMBE) Subcontracting Utilization Plan <sup>2</sup>
Attachment V	Reserved
Exhibit 1	Invoice <sup>4</sup>
Exhibit 2	Youth Census Report <sup>4</sup>
Exhibit 3	Florida Minority Business Enterprise (MBE) Utilization Report <sup>4</sup>
Exhibit 4	Staff Vacancy Report <sup>2</sup>
Exhibit 5	Staff Hire Report <sup>2</sup>
Exhibit 6	Essential (Key/Critical) Position Vacancies
Exhibit 7	Telehealth Report

<sup>1</sup> Available at:

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

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

<sup>3</sup> Document uploaded as a separate document for the RFP and posted on the Vendor Bid System.

<sup>4</sup> Available at: <http://www.djj.state.fl.us/partners/forms-library/contracts>

Respondents shall comply fully with the instructions on how to respond to the RFP.

Per subsection 287.057(23), Florida Statute (F.S.), Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or manager 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 proposal. 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 below.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal/proposal documents or the attendance at any related meeting or proposal opening. If accommodations are needed because of a disability, please contact the Bureau of Procurement and Contract Administration at (850) 413-0708 at least five business days prior to the meeting.

#### Terminated for Cause Exclusions

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 follow provisions below:

- 1) The twelve (12) month period shall begin with the effective date of termination for cause, as delineated in the termination letter from the Department.
- 2) If terminated for cause in the last twelve (12) month period preceding the Date Written Proposals Are Due and Opened for this solicitation, the Respondent shall be ruled disqualified and therefore ineligible to submit a response to the solicitation.
- 3) If terminated for cause in the last twelve (12) month period preceding the Notice of Intended Award resulting from this solicitation, the Respondent shall be ruled disqualified and therefore ineligible to receive a contract award.
- 4) The above applies regardless of the business structure (for profit/not for profit) or the dates the corporations were created.

#### One Florida Initiative Requirement

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 may be 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,

Amber Mitchell, Procurement Manager  
Bureau of Procurement and Contract Administration  
Florida Department of Juvenile Justice  
The Knight Building, Suite 1100  
2737 Centerview Drive  
Tallahassee, Florida 32399-3100  
Telephone: (850) 717-2617  
Fax: (850) 414-1625  
E-Mail Address: Amber.Mitchell@djj.state.fl.us

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## ATTACHMENT A SERVICES SOUGHT

### I. GENERAL DESCRIPTION

#### A. Services to be Provided

The Respondent shall provide Comprehensive Health Services consisting of Medical Services as outlined in Attachment A-1, Mental Health Services and Substance Abuse Services as outlined in Attachment A-2 and Psychiatric Services as outlined in Attachment A-3 to youth in custody at the Department's twenty-one (21) Regional Juvenile Detention Centers (RJDCs). The Department's RJDC(s) consist of: Alachua RJDC, Bay RJDC, Duval RJDC, Escambia RJDC, Leon RJDC, Marion RJDC, Okaloosa RJDC, Volusia RJDC, Brevard RJDC, Hillsborough RJDC, Manatee RJDC, Orange RJDC, Pasco RJDC, Pinellas RJDC, Broward RJDC, Collier RJDC, Miami-Dade RJDC, Monroe RJDC, Palm Beach RJDC, St. Lucie RJDC and Southwest Florida RJDC.

These services shall provide quality care, accountability and rapid response to ensure that the specialized healthcare needs of adolescent youth are met in accordance with Rule 63M-2 and Rule 63N-1, Florida Administrative Code (F.A.C.), and any existing applicable Department policies and Rules and state and federal statutes.

1. All professionals contracted by the Respondent to render services shall be continuously licensed, certified or registered, as required by law, rule, policy and the Department of Health, in their respective areas of expertise, pursuant to applicable law, in the State of Florida.
2. The licenses and certifications shall be provided to the Department and verified through the Department of Health, Medical Quality Assurance (MQA) website prior to the execution of the resulting Contract and subsequently updated as staffing changes occur.
3. Notwithstanding anything set forth within the resulting Contract, its exhibits, attachments and other documents incorporated herein, the Respondent shall be responsible only for the provision of required staffing for the hours specified in accordance with Attachment A-1, section II., A., 7., Required Medical Positions, Attachment A-2, section II., A., 7., Required Mental Health and Substance Abuse Positions and Attachment A-3, section II., B., 2., Required Psychiatric Positions, for each RJDC outlined in the resulting Contract. The Respondent will not be financially responsible for emergency room visits, off-site care medical and specialty medical service provider visits, Electrocardiograms (EKGs), X-rays, emergency room services, ambulance services, equipment, supplies, pharmaceutical services, specialty care labs or diagnostic tests ordered by emergency room physicians and off-site medical services.

#### B. Authority

Paragraph 985.01(1)(c), Florida Statutes (F.S.), authorizes the Department of Juvenile Justice to provide for the health and wellbeing 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.

#### C. Service Limits

Services shall be limited to youth who are detained at any of the Department's twenty-one (21) Regional Juvenile Detention Centers as specified in Attachment A, section III., E., Service Locations and Times.

#### D. Contract Service Definitions

1. Delinquent Youth: A youth who has been found to have committed a delinquent act by a juvenile circuit court judge.
2. Department: The Florida Department of Juvenile Justice, the executive branch agency "responsible for the planning, coordinating, and managing the delivery of all programs and services within the juvenile justice continuum."
3. Detention: Temporary care and custody of youth awaiting an adjudication hearing, disposition, or commitment placement.
4. Outcome Evaluation:

- a. An assessment of the extent to which a program achieves its contractual objectives related to short-term or long-term changes in program participants' behavior, knowledge or attitudes.
  - b. Measurement of the effects of an intervention program in the target population.
5. Provider: The entity that has contractually agreed to provide medical services, mental health services, substance abuse treatment services, psychiatric care and required staff to the Department for the care of its youth.
  6. Assessment of Suicide Risk: 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.
  7. Comprehensive Mental Health Evaluation: An in-depth evaluation conducted by a licensed mental health professional or a mental health clinical staff person working under the direct supervision of a licensed mental health professional to determine the presence of, or nature and complexity of a mental disorder.
  8. Comprehensive Substance Abuse Evaluation: An in-depth evaluation to determine the presence of, or nature and complexity of, a substance-related disorder.
  9. 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.
  10. 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. The Quality Improvement Standards are provided at the following website: <http://www.djj.state.fl.us/partners/QI/resources>
  11. 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.
  12. 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.
  13. Telehealth: The use of synchronous or asynchronous telecommunications technology by a telehealth provider to provide health care services, including, but not limited to, assessment, diagnosis, consultation, treatment, and monitoring of a patient; transfer of medical data; patient and professional health-related education; public health services; and health administration. The term does not include audio-only telephone calls, e-mail messages, or facsimile transmissions. Any use of telehealth technology including telemedicine, telecounseling, telepsychiatry or other related remote service provision technologies for the delivery of services included in this agreement must be with the written approval of the Department and administered within approved facility operating protocols. All such modalities of service delivery must comply with Chapter 456.47 F.S., "Use of telehealth to provide services." Telecounseling shall only be considered in temporary emergency situations such as pandemic for effected facilities, with written approval from the Department.

## II. YOUTH TO BE SERVED

- A. General Description of Youth to be Served  
Comprehensive Health Services that include medical services, mental health services, substance abuse services and psychiatric services shall be provided to all youth detained at any and all of the twenty-one (21) Regional Juvenile Detention Centers as listed in Attachment A, Section III., E., Service Locations and Times.
- B. Youth Referral/Determination
  1. The Respondent shall deliver comprehensive on-site medical services to include primary and preventative care, sick call and episodic care, acute and chronic

medical treatment and follow-up as well as coordinate any off-site care needs as set forth in 63M-2 F.A.C.

2. The Respondent shall deliver comprehensive on-site mental health and substance abuse services to include screening, comprehensive mental health and substance abuse evaluation, counseling/therapy, suicide prevention and crisis intervention as set forth in Rule 63N-1, F.A.C.
3. Psychiatric Services shall be provided to youth as set forth in Rule 63N-1, F.A.C. These services shall occur after notification or referral by one or all of the following: Medical and/or Mental Health Provider, Detention staff, Department's Regional Senior Behavioral Analyst or the Department's Regional Registered Nurse Consultant Staff.

### III. SERVICES TO BE PROVIDED

#### A. Service Tasks

##### 1. General Respondent Responsibilities

The Respondent shall:

- a. Comply with all Department Rules and policies regarding health services and mental health and substance abuse services.
- b. Comply with all Quality Improvement Indicators identified in the Quality Improvement Standards for Detention Facilities and for Health Care Services and Mental Health and Substance Abuse Services.
- c. Report to the Department specific events as defined in the above-referenced detention center's operating procedures. A copy of these procedures will be provided upon request.
- d. Participate as directed by Department Regional staff in all abuse or neglect cases if an investigation commences involving or affecting a youth in a detention center.
- e. Coordinate and document efforts to contact a youth's parent/guardian and/or Juvenile Probation Officer (JPO) to bill private insurance companies for medical services rendered while in the facility.
- f. Ensure that all medical and mental health and substance abuse personnel adhere to and follow all facility operating policies pertaining to the daily facility operation, healthcare delivery within the facility and security.
- g. Ensure episodic, routine and emergency care are provided per policy, procedure, and documented process.

##### 2. Department Responsibilities

The Department shall:

- a. Provide a reasonable and appropriate space for the clinical staff to examine, evaluate and treat juveniles to include medical services, mental health services, substance abuse services and psychiatric services within the detention facility.
- b. Provide Respondent's staff the use of a computer, printer, copier and office supplies while at the facility.
- c. Provide classification folders for the Individual Healthcare Records.
- d. Be responsible for the transportation and security of juveniles to and from off-site service providers as well as for emergency medical care provided by off-site providers.
- e. Through the Facility Detention Superintendent and/or their designee, be directly responsible for maintaining liaison with the Respondent's staff and resolving any issues regarding facility compliance with the medical services, mental health services, substance abuse services and psychiatric services operational procedures jointly agreed upon.
- f. Provide the Respondent copies of Department Administrative Rules, Policies, Facility Operating Procedures (FOP's) and Quality Improvement (QI) standards as they are updated, and the Respondent shall comply with the contents.
- g. Provide on-site monitoring throughout the term of the resulting Contract.

- h. Provide a Regional Nurse Consultant for technical assistance and training of medical services.
  - i. Provide a Regional Senior Behavioral Analyst for technical assistance and training of mental health, substance abuse, and psychiatric services.
3. Informed Consent Procedures
- a. The nursing staff, Designated Health Authority (DHA), Advanced Practice Registered Nurse (APRN), mental health clinical staff and substance abuse clinical staff and Psychiatrist or psychiatric APRN shall provide and document informed consent for medical treatment, mental health treatment or substance abuse treatment and/or psychotropic medication in accordance with the Rule 63M-2 and Rule 63N-1, Florida Administrative Code.
  - b. The Respondent's Practitioner and or nursing staff shall contact the parent/guardian when any medication is prescribed, changed or discontinued. Such attempts/conversations shall be documented according to Department requirements. The Psychiatrist or Psychiatric APRN shall contact the parent/legal guardian when any psychotropic medication is prescribed, significantly changed or discontinued to obtain the parent/legal guardian's verbal consent as set forth in Rule 63N-1, F.A.C.
  - c. The Respondent's medical/nursing staff shall complete the Parental Notification of Health-Related Care Form within twenty-four to forty-eight (24-48) hours.
  - d. The medical/nursing staff shall assist the Psychiatrist or Psychiatric APRN in contacting the parent/legal guardian to obtain verbal consent when psychotropic medication is prescribed, changed or discontinued and to also obtain the parent/legal guardian's written consent for psychotropic medication as set forth in Rule 63N-1, F.A.C.
  - e. In applicable circumstances, the medical/nursing staff shall coordinate with the Psychiatric staff to complete the Acknowledgment of Receipt of the Clinical Psychotropic Progress Note and mail this along with page three of the Clinical Psychotropic Progress Note (CPPN) within twenty-four to forty-eight (24-48) hours by Certified Mail (with Return Receipt) to the parent(s)/legal guardian(s) at the address on record.
  - f. Mailings will be at the expense of the Department.
  - g. If the parent refuses to provide consent, cannot be located or is unavailable, then the Superintendent shall be notified that a court order must be pursued.
4. Treatment Planning and Communication
- a. The Respondent shall ensure that for youth prescribed psychotropic medication the medical/nursing staff, and psychiatrist or psychiatric APRN providing medical and psychiatric services are included in mini-treatment team meetings with mental health clinical staff and substance abuse clinical staff each week for the purpose of integrating medical, mental health and substance abuse treatment services. This shall not replace the psychiatric mental health evaluation/follow up. The psychiatrist or psychiatric APRN shall either participate in the facility's mini-treatment team or shall on a regular basis brief the treatment team on the status of each youth receiving psychiatric services and/or psychotropic medications. The Respondent shall ensure that youth in need of mental health or substance abuse treatment who are not receiving psychiatric services shall have mini-treatment team meetings made up of the following: the youth, mental health or substance abuse clinical staff, parent/legal guardian and one other staff person from a different service area such as administrative, supervisory or medical staff.
  - b. The Respondent shall meet with the Detention Facility Superintendent and/or their designee, weekly, concerning medical/health needs, and mental health and substance abuse services needs of youth in the facility, staffing concerns, training issues, coordination with other providers and

- any other dialogue needed to ensure open lines of communication are maintained and services are delivered as required.
- c. The Respondent shall facilitate regular multi-disciplinary communications between facility administration, Department headquarters staff (including Registered Nursing Consultant and Senior Behavioral Analyst), medical services, mental health and substance abuse services to maintain open and consistent communication.
5. The Respondent shall maintain the program specific Medical and Mental Health Alert system in the Juvenile Justice Information System (JJIS)/ Electronic Medical Record (EMR) to ensure necessary information is communicated to detention staff.
6. Pharmacy Services
- a. All costs associated with pharmaceuticals and over-the-counter medications will be the responsibility of the Department. The Respondent's nursing staff shall process all prescriptions and over-the-counter medications with the Department's contracted Provider, ensuring all orders are placed on a timely basis and that inventories are maintained and reported timely and accurately. The Respondent staff shall maintain a pharmacy receipt binder of all receipts for auditing purposes.
- b. The Respondent will shall develop procedures for the administration and disposal of medications and pharmaceutical products. The subjects that these procedures encompass shall include:
- 1) Verification of prescriptions;
  - 2) Confirmation of contents of the medication container;
  - 3) Coordination with the Designated Health Authority (DHA)/Physician, Psychiatrist and the original prescribing physician if indicated;
  - 4) Compliance with informed consent requirements with respect to medications;
  - 5) Accurate, safe and effective ordering and renewal of all prescribed medications from the contracted pharmacy;
  - 6) Safe and secure storage of prescribed and over-the-counter medications;
  - 7) Accounting and inventory procedures for medications and over-the-counter medications, including needles, sharps, etc.;
  - 8) Maintenance of a working inventory of prescribed medications, controlled substances and over-the-counter medications, ensuring supplies are inventoried weekly at a minimum and returned or disposed of accordingly;
  - 9) A Respondent Registered Nurse (RN) or above shall oversee the safe and effective delivery of prescribed oral medications and over-the-counter medications of designated staff members who have been delegated the task as outline in 64B9-14 F.A.C., if sufficient licensed, healthcare professionals are not available on-site to perform this function;
  - 10) Safe and effective administration of parenteral (subcutaneous, intradermal or intramuscular) medications only by licensed healthcare professionals who are qualified to administer such medications;
  - 11) Coordination of daily communication between healthcare personnel and detention staff members who are providing prescribed medications and/or over-the-counter medications in the absence of healthcare personnel;
  - 12) Effective on-going clinical monitoring for drug side effects and for appropriate drug levels for those classifications of medications for which monitoring is required, at intervals clinically indicated;
  - 13) Implementation of a system placing facility staff on alert when a youth is receiving one of the specified categories of medication, which frequently have side effects and/or interactions;



- 14) Addressing medication omission, errors and unaccounted medication supplies;
  - 15) Implementation of a system that requires all non-emergent new prescriptions to be sent to the pharmacy within twelve (12) hours. In the case where a youth has medications from home, the parent/guardian has twenty-four (24) hours to deliver the medications to the facility. If the facility has not received these medications within twenty-four (24) hours, the facility DHA or Advanced Practice Registered Nurse (APRN) shall be notified to provide the prescription. If any delays occur, then the prescribing APRN or physician shall be notified immediately; and
  - 16) Implementation of a system that states that emergency prescriptions shall be filled immediately through the facility back-up pharmacy with prior approval of the contracted pharmacy vendor.
7. Off-Site Healthcare Needs
- a. The Respondent shall ensure that off-site healthcare providers are provided with the Department's standardized form for recording off-site care;
  - b. The Respondent shall assist in and arrange for emergency care as set forth in facility operating procedures and applicable rules and coordinate the receipt of the records from the off-site Provider to ensure continuity of care and to ensure a complete and up to date copy of the Individual Health Care Record (IHCR) record is maintained. Services deemed to be an emergency shall not be delayed;
  - c. The Respondent shall develop on-site protocols for dental emergencies to use while awaiting transfer to emergency or scheduled dental care;
  - d. The Respondent shall coordinate with the Detention superintendent/designee, for all invasive and diagnostic procedures requiring services at an off-site center ordered by the practitioner;
  - e. If psychiatric services or other mental health or substance abuse services are provided off-site (including emergency off-site suicide risk and crisis assessments), then copies of all applicable records shall be provided to the Department and shall be maintained on-site in the youth's Individual Healthcare Record; and
  - f. The Respondent shall ensure a signed copy of the Authority for Evaluation and Treatment form and third-party insurance information is available to be taken with the youth for any off-site treatment.
8. Medication Management Services
- a. The Respondent shall provide prescription and over-the-counter medication as directed by the DHA/APRN/Psychiatrist, to address the medical needs of the youth. New medication prescriptions shall be written for no more than thirty (30) days and then shall be evaluated for therapeutic effectiveness;
  - b. A generic equivalent shall be prioritized for use when available and after a thorough review of past medication documentation;
  - c. The Respondent's medical/nursing staff shall document all efforts to consult any pre-existing provider(s);
  - d. Storage of prescription and over-the-counter medications shall be in accordance with Florida Department of Health, Board of Pharmacy's Rules and Regulations as well and the Department's F.A.C.;
  - e. The Respondent shall have a program specific Medication Management system addressing verification, administration, storage, inventories, and Pharmacy services; and
  - f. The Respondent shall monitor prescription medications at regular intervals.
9. Transitional Services
- a. Transitional services shall apply to youth who are:
    - 1) Released or discharged to the community;

- 2) Placed on conditional release;
  - 3) Transferred to another Department secure detention center;
  - 4) Transferred to a residential commitment program; or
  - 5) Transferred to an adult jail or prison.
- b. Transitional Services shall consist of:
- 1) The Respondent's nursing staff shall coordinate services with an agency or clinic, the parent/guardian and/or JPO to ensure continuity of care;
  - 2) The Respondent shall coordinate with detention services to ensure that all youth with any chronic or outstanding medical or mental health condition and all youth who are prescribed medication at the time of any release, transfer, or discharge will have a documented review of his/her Individual Healthcare Record to ascertain the need for follow-up and to ensure that appropriate, effective, timely referrals and other necessary communications were made and documented on the discharge documentation required by policy; and
  - 3) Transitional Services for youth receiving mental health and/or substance abuse services shall be provided in accordance with Rule 63N-1 F.A.C and Department's policy.
10. Telehealth Guidelines and use:
- a. The use of telehealth will augment services by decreasing or eliminating off-site services whenever possible. The provider shall ensure a Florida Licensed practitioner will be available each day during and after nursing hours until 11:00pm for telehealth evaluations and triage of episodic or emergency healthcare needs for every detention center with the goal of decreasing or limiting the need for off-site use of the emergency room for such services;
  - b. Any use of telehealth technology including telemedicine, telecounseling, telepsychiatry or other related remote service provision technologies for the delivery of services included in this agreement must be with the written approval of the Department and administered within approved facility operating protocols. All such modalities of service delivery must comply with Chapter 456.47 F.S., "Use of telehealth to provide services."
  - c. The Department shall be responsible for all equipment in the centers that will be utilized for the telehealth communication/services;
  - d. DHA Use of telemedicine:
    - 1) The DHA/designee shall be on-call seven days a week twenty-four (24) hours a day for consultation by licensed and non-licensed personnel. When clinical duties have been delegated to an APRN/PA in accordance with 6M-2 F.A.C. and all services requiring a physical examination to perform an appropriate diagnosis and treatment have been met by the clinical designee, telehealth by DHA—shall be considered as on-site (as defined in Rule 63M-2) three out of every four weeks with department approval. DHA shall be present at each facility, at least monthly.
  - e. The Respondent shall ensure a Licensed Practitioner level staff is available to provide telehealth services each day during and after nursing hours until 11:00pm daily when practitioner level medical professionals are not on site:  
The provider shall provide a plan and a process to ensure the plan is followed for a licensed practitioner level telehealth service provision for the specific hours stated above. The outlined telehealth services shall be

documented in the department's Electronic Medical/Health Record (EMR/EHR) at the time of the encounter. The plan shall include but is not limited to:

- 1) A detailed account of how the provider will ensure the standard of medical care delivered through Telehealth shall remain the same as that rendered in-person. The plan must include all aspects of Attachment A-1 and specify how medical services shall be accomplished in the event of technology failure. The plan must outline the process for triage to determine the needs of level of care, which may include but is not limited to accessing EMS;
- 2) Non-health care protocol and procedures for contacting the after-hours practitioner for the telehealth encounter;
- 3) A process for the transmission and communication of practitioner orders in accordance with 456.47 F.S. and all state and federal regulations;
- 4) Follow-up plan of care with designated licensed staff at the first available on-site opportunity;
- 5) Alternative plans of care for when telehealth does not meet the needs of the youth or medical condition;
- 6) The Telehealth encounter shall be held at each facility and within the medical department to ensure privacy and confidentiality and in compliance with all applicable standards of practice and contract requirements. Facility staff will ensure staff and patient safety, as well as the confidentiality;
- 7) An account of how the provider will ensure there is access and connectivity between the designated practitioner provider and the facility staff to meet the immediate or episodic needs of the youth. The youth and staff will establish the connect from within the medical department to maintain safety and confidentiality; and
- 8) How the provider shall ensure parental communication and notification of care in accordance with 63M-2. F.A.C.

f. Psychiatry provider Use of Tele-psychiatry

- 1) Tele-psychiatry is defined as the practice of psychiatry by a licensed Florida physician ("Psychiatrist" as defined in Rule 63N-1, F.A.C.) where patient care, treatment, or services are provided through the use of medical information exchanged from one site to another via electronic communications. Tele-psychiatry shall not include the provision of psychiatric services only through an audio only telephone, email messages, text messages, facsimile transmission, U.S. Mail or other parcel service, or any combination thereof. Tele-psychiatry shall be provided in accordance with the "Standards for Tele-Health Practice" set forth in section 456.47 F.S. The terms "Tele-psychiatry" and "Tele-health" are both intended to represent a modality of medical practice governed by section 456.47 F.S., "Standards for Tele-Health Practice." The practice of medicine affected by this Protocol are subordinate to the requirements of that rule. Approved psychiatric services delivered via Tele-psychiatry shall

be provided in accordance with Attachment A-3, the Department's rules (Rule 63N-1.0085, Rule 63M-2.010-2.023 and 63M-2.025-2.027, F.A.C.) QI Standards, and Detention Facility Operating Protocols.

- 2) The provider shall provide and follow a plan for approved psychiatric telehealth services which shall be documented in the department's Electronic Medical/Health Record (EMR/EHR) at the time of the encounter. The plan shall include, but is not limited to:
- a. A detailed account of how the provider will ensure the standard of psychiatric care delivered through Tele-psychiatry shall remain the same as that rendered in-person. The plan must include all aspects of Attachment A-3 and specify how psychiatric services shall be accomplished in the event of technology failure.
  - b. A detailed plan of assurance that telepsychiatry shall be utilized only for youth who agree to participation in the Tele-psychiatry session and the parent/legal guardian has provided consent as set forth in Rule 63N-1, F.A.C.
  - c. A service provision plan to provide on-site or off-site psychiatric service to youth who have been deemed inappropriate for this service delivery modality, youth who have refused services via telehealth or when the youth's parent/guardian refuses telehealth psychiatric care for their child.
  - d. Prior to the provision of Tele-Psychiatry, the Psychiatrist, DMHCA and Registered Nurse shall discuss, determine, and document whether a youth may be inappropriate for this therapeutic modality. Examples of youth that may not be appropriate include but are not limited to: youth that have symptoms that could worsen with Tele-psychiatry (psychosis with ideas of reference, paranoid/delusions related to technology); youth who are currently violent; youth with medical issues that may preclude the use of tele-psychiatry; and cognitive/sensory issues. If it is determined that any youth should not be treated via tele-psychiatry, the youth will be taken to an off-site provider for face-to-face services, or services shall be provided to youth on-site.
  - e. A detailed account of how the provider will ensure privacy, confidentiality and compliance with all applicable standards and contract requirements.
  - f. An account of how the provider will ensure there is connectivity between the psychiatric provider and the facility 15 minutes prior to the clinic start time, to avoid unnecessary movement of youth.
  - g. How the provider will ensure the psychiatric practitioner will provide information for treatment team meetings. The records clerk, or designee, will fax or send to the psychiatrist via an encrypted e-mail system a listing of the youth to be seen along with all required patient documentation that is not accessible in the EMR by close of business the day before the clinic or as soon as possible prior to the clinic, unless the youth has an immediate psychiatric need on the day services are to be rendered. The fax or encrypted email will be confirmed by the Psychiatrist, or designee, to ensure all appropriate documentation was received.

- h. How documentation shall be directly input by the psychiatric practitioner into the EMR. In instances where the specific documented needed is not currently in the EMR, the provider shall utilize the departments secure exchange to ensure access of the most recent Clinical Psychotropic Progress Note (CPPN) (HS 006), , Current Medication Administration Record (MAR)(HS019); latest Comprehensive Physical Assessment (HS007); pertinent medical records and specific laboratory results related to care; and a copy of the properly executed AET (HS002) or court order/5339 consent for psychiatric medications.
  - i. How the provider will ensure a nurse is present/readily available during the tele-psychiatry session should complex medical issues exist with the patient that will not interfere with routine medication pass, or other medical practitioners' visits.
  - j. How the provider will obtain parent/legal guardian verbal consent for a new psychotropic medication, any significant change in current psychotropic medication or discontinuation of psychotropic medication if they are unable to reach the parent at the time of the telehealth meeting.
  - k. How the nursing staff will assist the psychiatric practitioner in obtaining parent/legal guardian written consent on the Acknowledgement of Receipt of CPPN Form (HS 001) in accordance with 63M-1.0085. The Registered Nurse may only obtain informed consent when the attempt to contact the parent or legal guardian is not successful at that time of the encounter when the Psychiatrist or psychiatric APRN performs the evaluation and completes the third page of the CPPN to ensure adequate information for the parent to provide informed consent.
  - l. A detailed account of how the psychiatric practitioner will document the patient encounter in the EMR. Following the clinical evaluation, the psychiatrist will:
    - a) Complete within the EMR psychotropic progress notes (CPPN), acknowledgment of page 3 of the CPPN (when applicable) and any other required documentation.
    - b) Complete all practitioner's orders in the EMR for electronic review and handling.
    - c) FedEx (or if electronic means available the use of electronic transmission) of all practitioner's original orders for controlled substances to the medical clinic at the detention center for processing to the contracted pharmacy or to a local pharmacy within network for pickup by detention staff if immediate need.
    - d). All documents access outside the EMR shall be returned to the detention center and those identified as copies will be destroyed. Any copies within the IHCR shall be removed from the medical files and destroyed upon receipt of the original documentation.
11. Records and Documentation Requirements
- a. The Respondent's staff shall maintain daily medical logs, as required by the Department, of all youth seen on-site and in the clinic.

- b. The Respondent's staff shall maintain aggregate logs (sick call, emergency care, etc.) and make notations as applicable in the youth's Department's Electronic Health Record/Electronic Medical Record (EHR/EMR) of medical/nursing encounters and activities.
  - c. All records are the property of the Department and shall be maintained on-site at the Detention Center and in the youth's hard copy Individual Health Care Record (IHCR). The Respondent's staff shall ensure the storage of records is secure and confidentiality is enforced for both active and inactive files.
  - d. The psychiatrist's and/or psychiatric APRN's evaluation and recommendations for the youth shall be incorporated into the youth's comprehensive mental health and substance abuse evaluation and treatment plan for the youth as set forth in Rule 63N-1, F.A.C.
  - e. All mental health and substance abuse services shall be documented in the Department's EMR in JJIS and maintained in the youth's active mental health/substance abuse treatment file or IHCR as set forth in Rule 63N-1, F.A.C.
  - f. Documentation of mental health and substance abuse services shall be permanently filed in the youth's IHCR - mental health section and shall be kept in accordance with Florida law and the Department's Rule 63N-1, F.A.C., and applicable Department policies and standards.
  - g. Documentation of psychiatric services shall be maintained in the youth's individual healthcare record - mental health section and kept in accordance with Florida law and Rule 63N-1, Florida Administrative Code.
  - h. The Respondent shall ensure data entry into JJIS and the EMR/EHR as required by the Department. The Department's Contract Manager shall coordinate training and access to the JJIS and EHR/EMR.
  - i. If services are provided off-site, then copies of all records shall be obtained and included in the facility medical/mental health record and uploaded to the EHR/EMR.
  - j. Mental health staff shall coordinate with the medical records clerk to make copies of the psychiatric practitioner's Diagnostic Psychiatric Interview and Psychiatric Evaluation for the active mental health/substance abuse file as set forth in Rule 63N-1.0042, F.A.C. They shall be marked as copies to prevent duplication of records within the Department's EHR/EMR. At the time of discharge, all copies shall be placed for shredding.
12. Individual Health Care Record (IHCR) Documentation
- a. The Respondent's staff shall ensure notations and entries in the Individual Healthcare Record are legible and shall be made in accordance with Department policy when documentation is not available for direct input in the Department's EHR/EMR.
  - b. The Respondent's staff shall ensure that the original, cumulative IHCR /EHR/EMR documentation is transferred to the receiving residential facility/program with those youth who are transferred, and that any other health-related documentation, which arrives after transfer is forwarded to that facility/program. They shall then ensure that all youth with any chronic or outstanding medical or mental health conditions, and all youth who are prescribed medications at the time of any release, will have a documented review of their Individual Healthcare Record to ascertain the need for follow-up and to ensure that appropriate referrals and communications were made, preferably prior to release.
  - c. The Respondent's staff shall ensure, for youth who are released to the community, that the original Individual Healthcare Record is maintained in accordance with departmental policy in such a manner that it can be re-activated if the youth re-enters the system.
  - d. The Respondent's staff shall ensure, for youth who are placed in a day treatment program, that the day treatment program receives a Medication

Receipt Transfer Disposition Form and any necessary records for continuity of care that the original Individual Healthcare Record is maintained in accordance with department policy. Day treatment programming within the department shall also have the following documents uploaded to the Electronic Commitment packet: Comprehensive Physical Assessment, Health Related History, Medical and Mental Health Screening wizard, all chronological records related to any acute or chronic health conditions and all current practitioner(s)' mediation orders.

- e. The Respondent's staff shall ensure that the youth's JPO receives a copy of the Medication Receipt Transfer Disposition with any recommended or scheduled follow up appointments upon a youth's release into the community.
- f. Daily and routinely, the mental health and/or substance abuse record shall be Provided to the Medical Records clerk for upload to the EMR/EHR. All original hard copy records maintained in the active MH file shall be combined into the IHCR hard copy no later than forty-eight (48) hours after discharge.

13. Non-Clinical Service Tasks

- a. The Respondent clinical staff shall assist the Facility Superintendent and/or his/her designee in the development of Facility Operating Procedures (FOPs) addressing medical services, mental health services, substance abuse services and psychiatric services necessary to comply with Quality Improvement standards and Department policies;
- b. The Respondent shall review and follow all health-related Departmental policies, including the facility practice/procedure related to the use of force as required by Department Protective Action Response Administrative Rule or current Department adopted process;
- d. The Respondent shall 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/or a written plan for substance abuse services, Facility Operating Procedures (FOPs) addressing mental health and substance abuse services, and suicide prevention.
- e. 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. The Respondent shall also ensure that one staff person is qualified to serve as the Designated Mental Health Clinician Authority (DMHCA) 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.
- f. The Respondent shall ensure data entry into JJIS and Department's EMR/EHR is completed daily and at the time of the encounter. The Department's Contract Manager shall coordinate training and access to the JJIS and the Department's EMR.

14. Special Provisions

- a. The Respondent shall not permit any publicity involving Department youth for any purpose in the form of identifiable pictures or use of proper name without the written permission of the Department.
- b. The Respondent shall ensure that all medical and mental health and substance abuse personnel adhere to and follow all facility operating policies pertaining to the daily facility operation and security.
- c. At any point during a youth's stay in the detention facility, he/she may be referred for psychiatric consultation by mental health staff, medical staff, direct care staff, the youth, the youth's parent or guardian or the

Department's Regional Senior Behavioral Analyst or the Department's Regional Nursing Consultant.

- d. The Respondent shall cover all costs associated with the DMHCA to become a Qualified Supervisor for all DMHCA positions. The Respondent shall honor the following timeframes:
- 1) Eligible DMHCAs not already designated as a Qualified Supervisor will become a Qualified Supervisor within three months of the resulting Contract execution.
  - 2) For any new DMHCAs hired, the Respondent will ensure these staff are qualified within three months of becoming eligible per Department of Health requirements.

15. Emergency Services

All staff or volunteers that have direct contact with youth are to be trained to respond to medical and mental health emergencies as set forth in Rule 63N-1, & 63M-2 F.A.C., 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

All medical, mental health and substance abuse as well as psychiatric services must be provided in accordance with the licensure and qualification requirements set forth in Rule 63M-2, F.A.C., and Rule 63N-1, Florida Administrative Code.

C. Staffing Levels

The Respondent's staff as designated in Attachment A, Section III., D., 9., Key Personnel and Vacancies, and shall provide medical, mental health, substance abuse, and psychiatric services on-site, unless otherwise agreed upon with the department OHS administration.

D. Staff/Personnel

1. Staffing General

The Respondent and all personnel provided under the resulting Contract, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Respondent or subcontractor, shall continually maintain clear and active background screening, 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 prior to the delivery of services. The Respondent shall maintain and provide copies of staff's Florida licenses in accordance with Department administrative rules and policies. All such personnel shall renew licenses or certifications pursuant to applicable law or rule.
- c. The Respondent shall provide licenses and certifications to the Department for any newly hired/contracted personnel prior to the staff entering the center(s). The Respondent shall provide to the Department copies of degrees and college transcripts for all non-licensed mental health and substance abuse clinical staff prior to the staff entering the center(s).
- d. Special alerts identified on staff licensures shall be communicated immediately in writing to the Department's Contract Manager.

2. Schedules

- a. The Respondent shall submit to each Detention Superintendent/designee, the Department's Regional Nurse Consultant, the Detention Senior Behavioral Analyst and the Department's Contract Manager, a detailed work schedule for the comprehensive health services staff by the twenty-fifth (25th) of each month prior to the month to be worked (if utilizing a rotating schedule) or annually (if a set schedule



- is used). Coverage shall include the minimum core hours of twelve (12) a day during the week for medical staff and eight (8) hours per day on the weekends for medical staff. Mental Health Services must be available on-site seven days per week and coverage shall include the minimum core hours of eight (8) hours a day during the week and four (4) on the weekends for mental health staff. The routine master scheduled hours must be coordinated with the facility Superintendent/designee at each detention center to schedule day and evening shifts as appropriate, to meet the needs of each facility along with any change the schedules as needed. Schedule changes must be 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 at each detention center.
- b. The Respondent shall obtain the approval of OHS a minimum of seventy-two (72) hours prior to adjusting the medical and mental health and substance abuse clinical staff's scheduled work hours outside routine hours and to meet any additional needs. Notification of substitutions of Respondent staff schedules is required immediately upon knowledge of the Respondent.
  - c. The DHA and Psychiatrist shall be on-site for the designated number of hours weekly, as outlined in Departmental Rules (63M-2 and 63N-1, F.S.) and the resulting Contract or in accordance with Telehealth guidelines as specified in Attachment A, Section III., A., 10, and as approved by OHS.
3. Coverage
- a. The Respondent shall provide seven days per week, on-site mental health coverage to include provision of services required under Rule 63N-1, Florida Administrative Code, and coverage of individual and group therapy services, which are conducted Monday-Sunday. It is up to the Respondent to ensure staff is scheduled appropriately to ensure required and uninterrupted coverage. Clinical staff schedules must coincide with the youth's waking hours. Schedules must be approved by the facility superintendent. In the event of scheduled or unscheduled absences (not including approved flexed hours), the Respondent will ensure equal or higher clinical staff coverage is provided at no additional cost to the Department.
  - b. The Respondent shall ensure that there is basic medical and mental health clinical staff for appropriate coverage at the current or evacuation site in the case of natural disasters such as hurricanes, acts of God, epidemics, pandemics, or officially declared emergencies in a geographic area. The Respondent shall file a Continuity of Operations Plan (COOP) to include yearly hurricane, acts of God, epidemic, pandemic, and officially declared emergency plans with the Superintendent, the Department's Regional Nurse Consultant/Director of Nursing, the Department's Regional Senior Behavior Analyst and the Department's Contract Manager.
4. Substitutions
- The Respondent shall substitute medical or mental health 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 and designated hours. The Respondent shall have and utilize a written back-up plan for staffing to ensure provision of adequate and qualified staff to fill in for staff who may be absent from work (e.g., unexpected emergency, illness, vacation or interruption of employment) to ensure services to youth will not be interrupted.
5. Sign-In and Out
- All Respondent staff, including the Designated Health Clinician Authority, Psychiatrist or Psychiatric APRN and Respondent management are required to sign-in and sign-out to include times in the Department's Contracted Staff Logbook located at each facility.
6. Respondent Staff Training

- a. The Respondent shall ensure that all training required for staff to maintain professional and/or clinical licensing shall occur and shall maintain documentation of such training, to be made available upon Department request.
- b. Department-required on-the-job training necessary for Respondent staff employees, agents or subcontractors to perform services under the resulting Contract, as required by the Department, the Detention facility or otherwise required by federal or state law, rule, or Department policy shall be the responsibility of the Respondent and can be obtained during scheduled work hours. All costs occurring from, or associated with, Department-required training necessary for performance under the resulting 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 resulting Contract other than the compensation stated in the Payment Method section of the resulting Contract.
- c. Facility Orientation Training
  - 1) The Respondent, in conjunction with the Regional Nurse Consultant, and Regional Senior Behavioral Analyst, shall ensure that all medical and nursing staff and mental health and substance abuse clinical staff are oriented to facility operational policy and procedures (to include safety, security facility key controls, confidentiality of healthcare information and youth information, medical policy and procedures and key administrative staff).
  - 2) The Respondent and/or Regional Nurse Consultant and Regional Senior Behavioral Analyst shall provide documentation of completed orientation to the Facility Superintendent and the Department's Contract Manager within twenty-one (21) days of the staff's employment unless additional training is needed. At no time should it exceed thirty (30) days.
- d. Comprehensive Health Services Training
  - 1) Many of the courses are available and tracked through the Department's Learning Management System (LMS) which can be accessed from the following link: <https://skillpro.djj.state.fl.us/Account/Login>. Some are required prior to entry to the center and other training can be performed on-the-job during scheduled staffing hours when possible.
  - 2) Upon request, the Regional Registered Nurse Consultants, shall assist the Respondent's Clinical Manager or Advanced Practice Registered Nurse to provide training for all of the facility staff, including Department nursing staff, at a minimum of twice per year (unless indicated otherwise), or upon request of the superintendent or his/her designee, on the following required topics, which include, but are not limited to:
    - a) Infectious Diseases;
    - b) Blood-borne Pathogen, OSHA Regulations and Exposure Control Plan;
    - c) Quarterly First Aid & CPR drills for all shifts;
    - d) Basic principles of safe and effective medication administration. If non-healthcare staff is to assist youth in the self-administration of medications, then these persons shall be trained to provide medications by a Respondent's Registered Nurse or Practitioner, prior to commencing this process, and pursuant to Florida

Chapter 64B9-14, FAC (Delegation to Unlicensed Assistive Personnel);

- e) Revised and updated health issues and concerns for quality improvement and risk management; and
- f) Other topics as determined by the Facility Superintendent.

NOTE: This training can be performed on-the-job during scheduled staffing hours.

- 3) The Respondent will provide the detention facility with an annual roster of training provided, date of training, and number of hours of training, topics covered, employee's name and employee's signature.
- 4) The above training shall be mandatorily attended by the facility staff, Respondent staff at a minimum of once per year.
- e. New hires shall receive forty (40) hours of on-the-job training within the first thirty (30) days. An assessment of each new hire will be administered upon completion of on-the-job training. Copies of the assessments are to be provided to the Department's Contract Manager and OHS regional staff.

7. Staff Background Checks

- a. The Respondent 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 shall comply with the requirements for background screening pursuant to Chapters 39, 435, 984 and 985, F.S. and the Department's background screening policy. Failure to comply with the Department's background screening requirements shall result in termination of the resulting Contract.
- b. A background screening shall be completed in accordance with the Department's Background Screening Policy and Procedures on all newly hired staff and provided to the Department's Contract Manager prior to the initiation of employment at the detention facility.
- c. The Respondent shall ensure staff obtains the required five-year background re-screening every five years from the date of their approval to work at the facility in accordance with the Department's statewide procedure. Five-year re-screenings shall not be completed more than twelve (12) months prior to the original screening approval date. Results of re-screenings shall be provided to the Department's Contract Manager.
- d. The Respondent shall notify the Background Screening Unit when their employee (Respondent staff) is no longer working/providing services at any Department facility.

8. Staff Changes

- a. The Respondent shall notify the Detention Superintendent, Department's Regional Registered Nurse Consultant, Department's Regional Senior Behavioral Analyst, OHS Directors and Department's Contract Manager immediately of the resulting Contract Respondent personnel changes, including vacancies and keep those individuals updated of efforts to replace personnel.
- b. The Respondent shall notify the Detention Superintendent, Department's OHS Directors, Regional Registered Nurse Consultant, Detention Senior Behavioral Analyst and Department's Contract Manager immediately of new contract provider employee(s) assigned to work at the facility and ensure a background screening clearance is obtained and qualifications review is completed prior to the employee performing work at the center.
- c. The Respondent shall report vacancies lasting more than thirty (30) days to the Detention Facility Superintendent and the Department's Contract Manager.

9. Key Personnel and Vacancies

The personnel listed below are considered essential to successful compliance with the resulting Contract. Therefore, no later than forty-eight (48) hours after the removal, substitution, or change in status of any position listed below the Respondent shall submit to the Department's Contract Manager and OHS 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 on the provided form entitled Essential Key/critical Position Vacancies included in the contract. The Department shall evaluate the impact of the vacancy on the resulting Contract and respond accordingly.

The Respondent shall maintain a list of available PRN staff for all positions within the Contract. It is critical for the Key Medical Personnel positions of the DHA, DMHCA, APRN and RN which could result in financial consequences or Rule violation.

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

<b>Key Medical Personnel</b>
Statewide DJJ Medical Program Manager – One Full Time Employee
Regional Clinical Nurse – One Full Time Employee for each Region
Psychiatrist or Psychiatric APRN - Psychiatrist (on-site weekly) Psychiatric APRN shall also provide psychiatric services and psychotropic medication management as per as per Rule 63N.1.0085, F.A.C. Any APRN serving in this capacity must meet all criteria in Florida and under Federal Authority to prescribe controlled substances. All APRN services must be consistent with an executed collaborative practice protocol (CPP) with a qualified Psychiatrist. Supervising Psychiatrist must be on-site bi-weekly when psychiatric services are provided by Psychiatric APRN (for at least two hours).
Designated Health Authority – DHA -One per Juvenile Detention Center Number of hours will depend on the size and population of detention center Per 63M-2.0031 (At a Minimum, the DHA must be on-site once per week with a week defined as the seven-day period beginning on Sunday and ending on Saturday. However, at no time will more than nine days pass between on-site visits. On-call seven days a week twenty-four (24) hours a day). Telehealth by DHA-shall be considered as on-site three out of every four weeks with department approval. DHA shall be present at each facility monthly, if APRN services are delegated per 63M-2 F.A.C.
Advanced Practice Registered Nurse – APRN on-site in clinic at least weekly with hours to be adjusted as needed and in accordance with 63M-2, F.A.C., to meet the clinical needs of youth at each facility.
Clinical Manager– One forty (40) hour Registered Nurse (RN) level or higher, Monday – Friday during daytime hours to complete tasks outlined in the resulting Contract under Clinical Manager responsibilities at each RJDC.

<b>Key Mental Health and Substance Abuse Personnel</b>
Statewide DJJ Mental Health and Substance Abuse Program Manager – One full time employee.
Regional Mental Health and Substance Abuse Services Clinical Coordinator – One full time employee (Licensed Psychologist under Chapter 490, F.S., or Licensed Mental Health Counselor, Licensed Clinical Social Worker or Licensed Marriage and Family Therapist under Chapter 491, F.S.) for each of the three regions
Designated Mental Health Clinician Authority (DMHCA) - One full time employee per Detention Center

- E. Service Locations and Times  
1. Service Locations:

The Respondent shall provide comprehensive on-site medical, mental health and substance abuse services at the following twenty-one (21) Regional Juvenile Detention Centers:

**NORTH REGION**

<b>Detention Center</b>	<b>Location</b>
Escambia Regional Detention	1800 West St. Mary's Avenue Pensacola, Florida 32501
Okaloosa Regional Detention	4448 Straightline Road (Little Silver Rd.) Crestview, Florida 32539
Bay Regional Detention	450 East 11 <sup>th</sup> Street Panama City, Florida 32401
Leon Regional Detention	2303 Ronellis Drive Tallahassee, Florida 32310
Alachua Regional Detention	3440 Northeast 39 <sup>th</sup> Avenue Gainesville, Florida 32609
Duval Regional Detention	1241 East 8 <sup>th</sup> Street Jacksonville, Florida 32206
Volusia Regional Detention	3840 Old Deland Road Daytona Beach, Florida 32124
Marion Regional Detention	3040 N.W. 10 <sup>th</sup> Street Ocala, Florida 34475

**CENTRAL REGION**

<b>Detention Center</b>	<b>Location</b>
Pinellas Regional Detention	5255 140 <sup>th</sup> Avenue. N. Clearwater, Florida 33760
Pasco Regional Detention	28534 State Road 52 San Antonio, Florida 33576
Hillsborough Regional Detention - West	3948 W. Martin Luther King Jr. Blvd. Tampa, Florida 33614
Manatee Regional Detention	1803 Fifth Street West Bradenton, Florida 34205
Orange Regional Detention	2800 South Bumby Avenue. Orlando, Florida 32806
Brevard Regional Detention	5225 Dewitt Avenue. Cocoa, Florida 32927

**SOUTH REGION**

<b>Detention Center</b>	<b>Location</b>
Collier Regional Detention	3315 Tamiami Trail Naples, Florida 34112
SW Florida Regional Detention	2525 Ortiz Avenue Ft. Myers, Florida 33901
Palm Beach Regional Detention	1100 45 <sup>th</sup> Street Building "A" West Palm Beach, Florida 33407
Broward Regional Detention	222 N.W. 22 <sup>nd</sup> Avenue. Ft. Lauderdale, Florida 33311
Miami-Dade Regional Detention	3300 N. W. 27 <sup>th</sup> Avenue. Miami, Florida 33142

St. Lucie Regional Detention	1301 Bell Avenue. Ft. Pierce, Florida 34982
Monroe Regional Detention	5503 College Rd. Suite 209 Key West, Florida 33040
Total Detention Centers: 21	

2. Service Times
- a. The Respondent shall ensure services are provided in accordance with the number of hours specified in Attachment A-1, section II., A., 7., Required Medical Positions, Attachment A-2, section II, B., 7., Required Mental Health and Substance Abuse Positions and Attachment A-3, section II., B., 2., Required Psychiatric Positions, for all twenty-one (21) RJDCs Staffing Levels. The hours and days of service shall be in accordance with the schedule provided to the Detention Facility Superintendent, the Department's Contract Manager and the Department's Regional Nurse Consultant and Regional Senior Behavioral Analyst.
  - b. Respondent staff shall typically work the on-site hours but are encouraged to flex their weekly work hours/schedule to accommodate the needs of the youth at the facility while maintaining seven days per week minimum required coverage.
    - 1) Pursuant to Chapter 985, F.S., the Department is responsible for ensuring the care, safety, health and well-being of youth in its custody. In order to do so and provide for appropriate treatment services, the Department authorizes the Respondent to flex weekly staff hours based on the clinical needs of the youth population.
    - 2) Notification to the Facility Superintendent or his/her designee shall be made prior to flexing hours.
    - 3) There is no additional compensation for on-call services.
3. Changes in Service Delivery Location(s)  
The Respondent shall notify the Department's Contract Manager in writing a minimum of ten days prior to making any changes at the corporate office that will affect the Department's ability to contact the Respondent by telephone, facsimile, or mail. However, the service location shall not change unless approved by the Department.

#### IV. DELIVERABLES

- A. Service Unit  
The deliverables are a month of Comprehensive Medical and Mental Health and Substance Abuse Services in accordance with Attachment A, Section III., A., Service Tasks, of this Attachment, at each of the twenty-one (21) RJDCs, identified in Attachment A, Section III., B., 1., Contract Amount, of the resulting Contract. The minimum level of performance shall be to provide **90%** of clinical staff coverage in each of the twenty-one (21) RJDCs from the beginning and through the end of the resulting Contract, as outlined in Attachment A-1, section II., A., 7., Required Medical Positions and Attachment A-2, section II., B., 7., Required Mental Health and Substance Abuse Positions. If the Respondent fails to meet the minimum level of performance for any deliverable, the Department will not reimburse the monthly payment associated with that deliverable for the month the Respondent failed to achieve the minimum level of performance outlined.
- B. Monthly Deliverables Documentation
1. The Respondent shall submit an invoice with sufficient documentation to fully justify payment for services delivered.
  2. The Respondent shall provide monthly supporting documentation. Supporting documentation includes a Respondent's Timesheet Report identifying the individual, their job title and specific hours worked for each RJDC.

#### V. REPORTS

The Department will require progress or performance reports as outlined in Attachment A-1, Medical Services; Attachment A-2, Mental Health and Substance Abuse; and Attachment A-3, Psychiatric Care throughout the term of the resulting Contract. The Respondent shall complete reports as required to become eligible for payment. The type, frequency, content, and format of the reports required and the party to receive the report; deadline for report submission, number of copies to be delivered, and delivery method is outlined in the chart below.

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

Provider:	Florida Department of Juvenile Justice
Contract Manager:	Contract Manager:
Address	Address:
City, State, Zip	City, State, Zip:
Phone:	Phone:
Fax:	Fax:

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

- B. The Respondent shall submit the following reports. Any payment due under the terms of the resulting Contract shall be withheld until the Respondent complies with the requirements of the resulting Contract, including submittal of all reports due from the Respondent.

1. Invoice

Properly prepared invoices shall be submitted directly to the Department's Contract Manager within thirty (30) of events days following the end of the month for which services were rendered. Supporting documentation for each deliverable must be included as per Attachment I, Section IV., Deliverables. Payment of the invoices shall be pursuant to section 215.422, F.S. and any interest due shall be paid pursuant to subsection 55.03(1), F.S. A Vendor Ombudsman, established within the Department of Financial Services, shall be contacted if a Respondent is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman shall be contacted at (850) 413-5516.

2. Proof of Insurance Coverage

A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration of insurance. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in the resulting Contract.

3. Copy of Subcontract(s)

A copy of all subcontracted agreements entered into by the Respondent and a subcontractor for services required of the Respondent via this Contract, shall be submitted to the Department in advance for review which may also include approval by OHS as the experts in the field. 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.

4. Organizational Chart

The Respondent's organizational chart as it relates to management oversight of, and provision of service within, the facility shall be provided to the Department's Contract Manager upon execution of the resulting Contract, annually, and upon

- changes. The organizational chart shall include the programmatic and administrative structure of the Respondent's organization.
5. Minority Business Enterprise (MBE) Utilization Report  
The Respondent shall submit to the Department's Contract Manager, along with each monthly invoice, the MBE Utilization Report listing all payments made for supplies and services to MBEs during the invoice period. The listing shall identify the MBE code for each payment.
  6. 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 Office of Health Services. The Respondent's plan shall ensure continuity of contract services in the event of a manmade/natural disaster/emergency, such as a hurricane, act of God, epidemic, pandemic, and officially declared emergency. The Plan should accommodate the Continuity of Operations Plan (COOP) of each detention center. Any updates or changes during the year to this plan, shall be submitted for review timely.
  7. Staff Vacancy Report  
The Respondent shall provide a complete list of all vacant program positions required by the resulting Contract, and include the position title, position number, date of vacancy, and position description. The Respondent shall provide the Department's Contract Manager with an explanation for vacancies, which exceed ninety (90) calendar days. Services shall be provided to all Department youth by qualified Respondent staff regardless of whether a position(s) is vacant.
  8. Staff Hire Report  
The Respondent shall provide a complete list of staff hired to fill vacant positions to include their full legal name, the position title, position number, date of hire, date of background screening, and position description. If any position filled requires specific licensing, certification, or education as required in the resulting Contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report. The Respondent shall use Exhibit 5 for the staff hire report submission.
  9. Annual Affidavit of Compliance with Level 2 Screening Standards  
The Respondent shall submit to the Department's Contract Manager the Annual Affidavit of Compliance with Level 2 Screening Standards confirming that all employees and volunteers working in their facility or program have been properly screened prior to working with Department youth. A copy of the forms can be found at <http://www.djj.state.fl.us/services/support/OIG/BSU>.
  10. Respondent Time Sheet Report  
The Respondent shall submit a monthly report generated from their time and payroll system, a report of all employees fulfilling their service obligation under this agreement in an electronic data format that includes, at a minimum, the individual employee's identifying information, identification of work site as well as work dates with time-in, time-out and total daily hours. It is understood that by submitting this report, the Respondent certifies the accuracy of information contained therein.
  11. Essential (Key/Critical) Position Vacancies Form  
The Respondent shall provide a notification of any staff vacancy, substituted, or changes for a key position identified in the resulting Contract to the Department's Contract Manager and OHS regional staff/directors no later than forty-eight (48) hours after said action. The Respondent shall complete the Essential (Key/Critical) Position Vacancies Form for each vacant essential position and forward to the Department's Contract Manager. The Department will evaluate the impact of the vacancy and respond accordingly.
  12. Respondent Expense Allocation Report  
The Respondent shall, beginning sixty (60) days after the effective date of this agreement, submit a report summarizing the proportion or percentage of expenditures in fulfilling their obligation under this agreement, allocable to Direct Medical Care, Direct Mental Health and Substance Abuse Services and Administrative Expenses. There will be a one-month lag in reporting of this information to allow for recording of expenses by the Respondent.



13. Telehealth Report:

The Respondent shall submit to the Department's Contract Manager, along with each monthly invoice a telehealth report listing all telehealth services. This report will specify the date of each telehealth service, the facility in which the service was provided and the type of telehealth service to be maintained on site at each detention center.

<b>REPORT LIST</b>	<b>FREQUENCY</b>	<b>DUE DATES</b>	<b>DUE TO DEPARTMENT</b>
Invoice	Monthly	Within thirty (30) calendar days following the end of the month for which services were rendered	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Prior to execution; annually	Upon execution provide copy prior to delivery of services to Department youth	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and each July 1 <sup>st</sup> (annually)	Contract Manager
MBE Utilization Report	Monthly	To be submitted with the monthly invoice	Contract Manager
Emergency Preparedness Plan	Annually	Prior to delivery of services and prior to February 1 <sup>st</sup> (annually)	Contract Manager, Superintendent and Senior Behavioral Analyst
Staff Vacancy Report	Monthly	To be submitted with monthly invoice	Contract Manager
Staff Hire Report	Monthly	To be submitted with monthly invoice	Contract Manager
Annual Affidavit of Compliance with Level 2 Background Screening	Annually	Before January 31 <sup>st</sup> of each year	Contract Manager
Respondent's Timesheet Report	Monthly	To be submitted with monthly invoice	Contract Manager
Essential (Key/Critical) Position Vacancies	When Vacancies occur	To be submitted when Vacancy occurs	Contract Manager and OHS regional staff/directors
Respondent Expense Allocation Report	Sixty (60) days after the start; Monthly with one-month lag time	Monthly one-month lag time	Contract Manager
Telehealth Report	Monthly	To be submitted with monthly invoice	Contract Manager

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

VI. **PERFORMANCE MEASURES**

A. Performance Outcomes

Listed below are the key Performance Measures, with minimum standards of performance, deemed most crucial to the success of the overall desired service delivery. The Respondent shall ensure that the stated performance measures and standards (level of performance) are met. Performance shall be measured, beginning the second month after which service has been fully implemented.

**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 facility per quarter.

**MEASURE:** The percentage is calculated by the number of clinical monitoring summaries per quarter with major deficiencies divided by the number of clinical monitoring summaries for the current quarter.

**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 major deficiencies per facility per quarter.

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**ATTACHMENT A-1  
MEDICAL - SERVICES TO BE PROVIDED**

**I. GENERAL DESCRIPTION**

A. Services to be Provided

The Respondent shall deliver comprehensive on-site medical services to youth in custody at the Department's twenty-one (21) Regional Juvenile Detention Centers (RJDCs). The Department's RJDC(s) consist of: Alachua RJDC, Bay RJDC, Duval RJDC, Escambia RJDC, Leon RJDC, Marion RJDC, Okaloosa RJDC, Volusia RJDC, Brevard RJDC, Hillsborough RJDC, Manatee RJDC, Orange RJDC, Pasco RJDC, Pinellas RJDC, Broward RJDC, Collier RJDC, Miami-Dade RJDC, Monroe RJDC, Palm Beach RJDC, St. Lucie RJDC and Southwest Florida RJDC.

These services shall provide accountability and rapid response to ensure that the specialized health needs of adolescent youth are met in accordance with Rule 63M-2 and applicable sections of 63N-1, Florida Administrative Code, and any existing Department policies and Rules.

**II. SERVICES TO BE PROVIDED**

A. Service Tasks

1. The Respondent shall ensure that the nursing medical staff is specifically trained in the following areas and receive a general overview of the juvenile justice system in Florida prior to beginning services. The training and overview shall include, but not be limited to:

- a. Conducting adolescent and pediatric youth-nursing screenings;
- b. Conducting sick call, on commonly encountered sick call complaints or medical issues;
- c. Conducting the clinical nursing evaluation of acute health problems and youth in restrictive housing;
- d. Reviewing suicide prevention and emergency protocols in the detention center setting;
- e. Reviewing all Department Administrative Rules, policies, procedures and Policies;
- f. Conducting the administration and coordinating the delivery by trained non-licensed staff of all medication per 64B9-14 F.A.C.; and
- g. Maintaining documentation of care and services provided to youth as required by the Department.

The Respondent shall have a program specific comprehensive system to provide prenatal, obstetrical and gynecological services either on-site or off-site with specialty OB/GYN services.

2. Medical Supplies

- a. All costs associated with medical supplies will be the responsibility of the Department. It will be the Respondent's responsibility to collaborate with the facility fiscal staff to ensure orders are placed in a timely fashion and inventories are maintained and reported timely and accurately.
- b. The Respondent shall maintain medical supplies in the medical unit of the facility, including first aid kits for Department vehicles, in order to render comprehensive medical care to the youth in the detention center. These supplies shall include, but are not limited to, inventory replacement and restocking of existing supplies (band aids, gauze, cotton, paper medicine cups, ace bandages, etc.) in all First Aid kits within the facility and/or facility vehicles for provision of emergency care and First Aid services to youth.
- c. The Respondent shall review the facility's First Aid kit and recommend any additional items to be added by the Department.

3. Laboratory, X-Ray and Diagnostic Service Tasks

- a. The costs incurred for providing laboratory, EKG, and X-ray services on-site shall be the Department's responsibility. The Respondent or its sub-

- contracted provider shall be responsible for facilitating, scheduling or making arrangements for these services to be provided on-site.
- b. Only medical staff will collect laboratory samples and schedule for pick up by this contracted facility or arrange for collection by the DOH when identified as a cost savings. This should not require off site services, except in special circumstances, which shall be communicated to the Regional Nurse consultant prior to transport.
  - c. The Respondent will not be financially responsible for emergency room visits and specialty medical service provider visits.
  - d. While the DHA is responsible for on-call medical care, telemedicine may be used for non-emergency medical care when no practitioner is on-site and in accordance with Attachment A, Section III., A., 10.
  - e. X-rays, labs or diagnostic tests ordered by emergency room physicians and off-site medical providers shall not be the financial responsibility of the Respondent.
  - f. If at any time the Respondent determines it necessary to use services other than on-site mobile x-rays or laboratory services to conduct medical, diagnostic or clinical procedures that are beyond on-site's vendor capabilities, documentation of clinical judgment for use of these services shall be documented in the youth's EMR/EHR.
  - g. The Respondent shall develop a procedure for the immediate forwarding of abnormal lab results to the ordering physician or APRN within the collaborative practice protocol. In the case of critical lab results that shall affect a youth's condition or care, the procedure shall address how the nursing or direct care staff shall notify the physician or APRN. It shall also include provisions as to what shall be done in cases when a timely response is not received from the physician or APRN regarding these results. The youth's IHCR shall be clearly documented with all actions taken.
  - h. The Respondent shall provide a program specific system to verify Immunizations and administer Immunizations, if indicated and in accordance with 63M-2 F.A.C.
4. Infection/Exposure Control Plan
- a. The Respondent shall develop and maintain the facility's Exposure Control Plan and provide infection and exposure control procedures and training, including Personal Protective Equipment (PPE) to the medical and detention staff.
  - b. The Respondent shall develop procedures for special services, including biohazard services/removal, disposal of biohazard waste materials, including needles and sharps, in accordance with Occupational Safety and Health Administration (OSHA) guidelines and community standards, documented records of waste removal, and development and implementation of infection control measures.
  - c. The Respondent shall assume all financial responsibility for biohazard waste service, removal and PPE.
  - d. The Respondent shall administer the Hepatitis B immunization series as available for selected direct care staff who provide consent and have not previously completed this immunization series or ensure DOH referral for such immunizations. The cost for these shots will be the responsibility of the Department.
  - e. The Respondent shall initiate this service to the Juvenile Detention Officer (JDO) staff during the first week of employment at the detention facility according to OSHA requirements and guidelines.
  - f. The Respondent shall keep individual records of vaccinations administered in accordance to state record keeping laws.
  - g. Upon completion of the series, the Respondent shall forward the completed documentation to the facility administration staff that will file the information in the employee's file.

- h. The Respondent shall work with the facility Personnel liaison as well as the Facility Detention Superintendent to ensure all staff receives the initial and all subsequent shots in a timely manner or document previous compliance with this requirement.

5. Staffing Qualifications

In order to ensure the provision of necessary and appropriate healthcare, the Respondent shall ensure the staff provided for the Key Positions, meet the qualifications for each position identified below:

a. Regional Clinical Nurse

The Regional Clinical Nurse shall provide oversight of the Respondent's medical services for all eight detention centers. This position shall be a Registered Nurse or higher licensure level. The Regional Nurse 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, providing guidance and clarification of Rule 63M-2, F.A.C. and applicable sections of 63N-1, F.A.C., Department policies, and procedures for Respondent staff.
- 3) The Regional Clinical Nurse will spend no more than 25% of their allocated FTE to providing coverage collectively in individual Detention Facilities.

b. Designated Health Authority (DHA)/Physician

The DHA shall be a Board-Certified and Florida licensed physician (MD or DO), with a specialty in Pediatrics, Family Practice, Emergency physician or Internal Medicine. He/she shall have an active and clear Florida License in accordance with Chapters 458 and/or 459, Florida Statutes.

- 1) The Respondent's contracted physician will remain the DHA of record. The clinical or the administrative responsibilities SHALL NOT BE delegated to other health care providers such as a Registered Nurse (RN).
- 2) The DHA shall be available twenty-four (24) hours per day seven days per week by telephone, electronic means or in person for consultation and advice.
- 3) The DHA shall work on-site as specified in 63M-2, F.A.C. and on Key Positions, Staffing description for the purpose of administrative and clinical responsibilities.
- 4) The DHA's on-site scheduled hours shall be coordinated with the facility's Clinical Manager/Advanced Registered Nurse Practitioner to ensure that a RN staff (preferred clinical manger) are on duty during the DHA's visits.

c. Advanced Practice Registered Nurse (APRN)

The Medical APRN shall have an active and clear Florida License under Chapter 464, F.S., with a certification as such by the Department of Health.

- 1) The APRN's academic/clinical specialty shall be in Family Health or Pediatrics.
- 2) Each APRN must maintain a supervisory protocol agreement with a physician. In the case of multiple supervising physicians in the same group, an advanced practice registered nurse must enter into a supervisory protocol with at least one physician within the physician group practice. In compliance with section 464.012(3), F.S. Furthermore, the physician with whom the APRN has her/his Collaborative Practice Protocol (CPP) shall be a Pediatrician, Family Practitioner, emergency medicine 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 a current copy maintained at each practice locations.
  - 5) Primary care/family practice APRNs shall not prescribe psychotropic medications for youth at the Detention Center.
- d. Clinical Manager – Registered Nurse (RN)  
This position shall be a full-time RN and have an active and clear Florida license in accordance with Chapter 464, F.S. 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, and the Detention Regional Registered Nurse Consultant. This position shall not be filled by an LPN. The Clinical Manager shall work Monday-Friday during daytime hours.
- e. Registered Nurse (RN) and Licensed Practical Nurse (LPN)
- 1) RNs shall have an active and clear Florida license in accordance with Chapter 464, F.S.
  - 2) LPNs shall have an active and clear Florida license in accordance with Chapter 464, F.S.
  - 3) A position designated by the Department as requiring an RN shall not be filled by an LPN, and one designated for a LPN cannot be filled by anyone below the level of an LPN (e.g. a Certified Nursing Assistant).
  - 4) If LPNs are providing healthcare, they shall be supervised by health care professionals at or above the level of a Registered Nurse. 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 prior to leaving their shift with one of the health care providers at or above the level of an RN.
- f. Medical Records Clerk  
This position is a non-licensed position that provides administrative and clerical assistance to the Medical and Mental Health staff to ensure the Individual Health Care Record and Electronic Medical Record are accurate and up to date.
6. Respondent Staff Responsibilities  
The Respondent's staff shall perform responsibilities/service tasks as specified below:
- a. Designated Health Authority (DHA) Responsibilities  
The DHA shall be on-site as specified 63M-2 F.A.C. and in Key Positions, staffing description requirements or more as the clinical needs of the population dictate. Specific times for the described physician services shall be coordinated with, and agreed to in writing, by the Facility Superintendent in order to allow for flexibility in meeting the youths' needs. DHA responsibilities shall include, but not be limited to:
- 1) Providing oversight and supervision of all health and medical services including the general supervision of all medical personnel.
    - a) The DHA shall be responsible for the overall clinical direction, policies, and protocols for the medical services provided.
    - b) Final clinical judgments shall rest with the DHA.
  - 2) Providing direct, on-site clinical supervision and services.
  - 3) Performing Comprehensive Physical Assessments (CPA), initial and then annual, for detained youth and youth referred from the

community who are on Probation or Committed status and being considered for placement in a commitment facility or court ordered to a residential program, within the timeframe as detailed below and/or in Rule 63M-2, Florida Administrative Code.

- a) For youth who are known to be Medical Grade 1, the facility's Designated Health Authority must ensure that youth who enter the physical custody of a detention center have documentation of a Comprehensive Physical Assessment or receive a CPA performed by a licensed Physician or Advanced Registered Nurse Practitioner or Physician Assistant within seventy-two (72) hours but no later than seven calendar days from the date of admission. As a Medical Grade 1, these youth must:
    - i. Have no known acute or chronic conditions or communicable diseases;
    - ii. Not require prescription medications;
    - iii. Not be pregnant; and
    - iv. Have no acute problems identified on the Facility Entry Physical Health Screening.
  - b) For youth who are known to be Medical Grades 2, 3, 4, & 5, the facility Designated Health Authority shall ensure that youth who enter the physical custody of a secure detention center and who report or exhibit signs of, an acute or chronic condition, or are prescribed medications, or have a communicable disease (and who do not have a current CPA on file), receive a Comprehensive Physical Assessment performed by a licensed Physician or Advanced Practice Registered Nurse or Physician Assistant as soon as possible, preferably within seventy-two (72) hours, but no more than ten (10) calendar days from the date of admission. However, those youth that have Medical Grades 2, 3, 4 & 5 that are on medication and/or are symptomatic they should be referred to the DHA or designee for sick call for medication review, renewal or symptomatic treatment.
  - c) If a CPA was performed on a youth during a prior admission (either to a detention center or a residential commitment program) and is considered "current", that CPA should be reviewed as the youth is examined and signed off as reviewed, but not necessarily duplicated. A focused evaluation shall be completed in this instance documenting the current vital signs and BMI within the EMR/EHR.
  - d) If there is a current CPA on file, and the youth has had a significant change in health condition, then a new CPA shall be initiated.
  - e) A "current" CPA is one that has been performed within one year for youth with Medical Grades of 2, 3, 4, or 5 and within two years for youth with a Medical Grade of 1, only if there have not been any interim changes (new conditions, new medications, etc.).
- 4) Classifying youth based on the Department's medical grade classification system.
  - 5) Providing necessary and appropriate gender-responsive healthcare services pursuant to Rule 63M-2, Florida Administrative Code.
  - 6) Screening all youth as follows:

- a) A thorough assessment of all body systems and an assessment of nutritional status, growth and development.
  - b) Vision and hearing as clinically indicated.
  - c) Urine Human Chorionic Gonadotropin (HCG) screening for pregnant girls who are sexually active and at risk for pregnancy. Report shall be made to DCF if youth is under the consensual age of seventeen (17).
  - d) Tuberculosis Skin Testing (PPD/TST) on admission for detained youth and youth referred from the community that are on Probation or Committed status and in consideration for placement into a commitment facility or be court ordered by a judge, with timely scheduled follow-up care with the local Health Department when applicable for all positive tests and for all active cases of tuberculosis.
  - e) Screening for, and treatment of, sexually transmitted diseases for every sexually active youth.
  - f) Serologic Hepatitis screening panel such as HbsAG, anti-HBs, anti-HBc, (IgM, IgG), if warranted, based on clinical indications.
  - g) HIV screening, education, and counseling and testing for all youth, including pregnant girls. This shall be performed either by the Respondent's medical professionals, certified staff, or through coordination with the County Health Department approved providers. In the event that local providers (i.e. Health department) are unable to provide testing for STD/HIV for the youth, the Respondent will provide these services and ensure nursing staff are certified to perform the tests. The Department shall be responsible for the cost of supplies, testing equipment and lab fees.
  - h) The DHA shall ensure that there is a system in place to arrange for the referrals to a specialist for any youth requiring HIV treatment or medication.
  - i) The Respondent shall provide either a Memorandum of Understanding with the local health department for all twenty-one (21) RJDCs for the availability of immunizations to youth or have an alternative means of provision of immunizations to youth on-site in compliance with Department of Health requirements and 63M-2, F.A.C.
- 7) Testing as follows:
- a) Laboratory test(s) as clinically indicated upon admission or during the course of a youth's stay at the facility.
  - b) EKG testing and associated services for those selected youth.
  - c) EKG testing prior to commencing new prescription(s) for Attention Deficit Hyperactivity Disorder (ADHD).
  - d) Serum drug level testing for youth verified to be receiving selected medications (Lithium, Depakote, Theophylline, etc.) This testing requirement shall apply both to youth receiving medications upon arrival at the detention center or commencing these types of medications while at the detention center.
  - e) Urine testing by dipsticks to screen for glucose, protein, leukocytes or pyuria.
- 8) Treatment and Monitoring of Acute and Chronic Conditions



- This shall include on-going treatment, monitoring, and periodic evaluations for youth with acute and chronic health problems. No more than three months shall elapse before a youth with a chronic health problem is assessed, in a routine follow up, by the DHA, physician designee, PA, or APRN. If the youth is evaluated by the above referenced health care professional for another condition during the three-month interval and the evaluation includes an assessment of the chronic condition, another periodic evaluation will not be required unless clinically indicated.
- 9) Reviewing and issuing prescriptive medication(s)  
This shall not include the issuing or renewal of psychotropic medications, unless it is in the temporary absence of the facility's licensed Psychiatrist. In this case the physician shall temporarily coordinate services that oversee the treatment needs and medication monitoring for youth who are on psychotropic medications.
  - 10) Availability (or an equal level substitute) electronic or telephonic means, consultation twenty-four (24) hours per day, seven days per week, for acute medical concerns, emergency care, coordination of off-site services and other responsibilities.  
In addition, to decrease or eliminate off-site services whenever possible, the provider shall ensure a Florida Licensed practitioner will be available each day after nursing hours until 11:00pm for telehealth evaluations and triage of episodic or emergency healthcare needs for every detention center.
  - 11) Assisting in the development of the Health Care Standards section of the Facility Operating Policy and Procedures.
  - 12) Developing and giving final authorization to all facility specific Protocols, Policies, and Procedures for Medical and Dental episodic (non-emergent illnesses and injuries) and emergency care for both medical and non-medical staff.
  - 13) Providing annual review/revision of the above episodic and emergency Protocols, Policies and Procedures.
  - 14) Coordinating specialty and off-site medical services for youth necessitating such care, including prenatal care for pregnant girls.
  - 15) Ensuring all medical staff shall possess current CPR/First Aid, and Automated External Defibrillator training and certificates. This information shall be made available to the Facility Superintendent and the Department's Contract Manager prior to any staff member commencing employment at the detention facility.
  - 16) Managing and coordinating youth health care needs resulting from epidemic or emergency communicable disease outbreaks.
  - 17) Ensuring that there is an open line of communication between the facility medical/nursing staff and the youth's primary care provider or specialist to facilitate continuity of health care while at the facility and upon the youth's transfer to another Department facility or discharge to the community.
    - a) The primary care providers and/or specialists are to be as closely involved in the youth's care as deemed necessary.
    - b) The DHA is the physician of record while the youth remains in the facility and shall act accordingly.
  - 18) Ensuring medical/nursing staff assists the facility in obtaining and filing/uploading a current Authority for Evaluation and Treatment forms from parents/guardians for the appropriate consent.
  - 19) Ensuring medical/nursing staff verifies eligibility and documents in the youth's individual healthcare record/EMR/EHR regarding

- any information about the youth's third-party insurance, particularly for pre-existing conditions.
- 20) Providing any available third-party insurance information to the Facility's contracted Psychiatric, Mental Health, Pharmacy and off-site medical providers.
  - 21) Ensuring that services specified in the resulting Contract are fully implemented.
  - 22) Communicating with the Facility Superintendent on all matters relative to the medical needs of the youth in the Center.
  - 23) Reviewing and reporting any and all medical neglect or facility/youth specific medical allegations as requested by the Department Regional or Headquarters staff.
- b. Medical Advanced Practice Registered Nurse (APRN) Responsibilities/Service Tasks  
 The medical APRN shall provide services and be on-site as specified in Key Positions, Staffing description requirements. The clinical responsibilities as outlined for the DHA can be shared as appropriate with the APRN as long as it is specified within the Collaborative Practice Protocol CPP. At a minimum, the medical ARNP shall:
- 1) Provide medical services for youth who have illnesses and /or health complaints and have been referred by the nursing or facility staff;
  - 2) Conduct comprehensive physical assessments as described in Attachment A-1, section II., A., 6., a., 3);
  - 3) Classify youth medically, using the Department's medical classification system;
  - 4) Review and issue prescriptive medicines that are within the scope of the CPP;
  - 5) Manage and coordinate youth health care needs resulting from epidemic or emergency communicable disease outbreaks;
  - 6) Report to the facility superintendent or their designee all matters concerning the medical/health needs of youth in the facility;
  - 7) Perform additional services, including basic nursing responsibilities as outlined in Attachment A-1, section II., A., 6., d., and as required by the Department and approved by the DHA; and
  - 8) Document all care as required by the Department.
- c. Clinical Manager (Full-Time Registered Nurse (RN)) Responsibilities/Service Tasks  
 In addition to the Responsibilities/Service Tasks in Attachment A-1, section II., A., 6., d., below;
- 1) Review of all Sick Call visits conducted by the LPN when no RN is on-site;
  - 2) Work directly with the Designated Health Authority and physician specialists for coordination of medical care;
  - 3) Audits of Medication Administration Records and Medical Records on at least a weekly basis;
  - 4) Training for non-licensed direct care staff that assist youth with self-administration of medications and verify competency;
  - 5) Conduct a review of all medication errors and near misses to determine causes and outcomes of the events;
  - 6) Orientation of new nursing staff to the routine clinic functions and processes;
  - 7) Clinic contact person for the Consultant Pharmacist; and
  - 8) Any additional duties that are directly related to oversight of the day-to-day operations of the medical clinic.
- d. Nursing Staff (Registered Nurse (RN), Licensed Practical Nurse (LPN)) Responsibilities/Service Tasks

Nursing services shall be provided on-site as specified in Required Medical Positions per Detention Center, Key Positions Staffing description requirements. Specific times for the described nursing services will be coordinated with the Facility Superintendent in order to allow for flexibility in meeting the needs of the youth. Licensed Practical Nurses shall not perform duties beyond the scope of their training and only as directed by the RN, APRN and/or Physician. Nursing responsibilities and services tasks shall include, but not be limited to:

- 1) Reviewing the Department's standardized intake screening (JJIS Medical and Mental Health Screening Form) provided by the facility intake staff during the admission process for all youth.
- 2) Communicating by telephone regarding all identified acute and chronic medical concerns identified on the form and during the interview and assessment of the youth (including pregnancies) to the DHA/designee and scheduling youth for the next on-site physician/ APRN visit, or if appropriate, arranging immediate emergency services.
- 3) Conducting, reviewing and/or updating the Health-Related History on each youth, using the Department's standardized form, within ten calendar days of the youth's admission. The nurse will complete Suicide Risk Screening Instrument within twenty-four (24) hours of youth's intake, unless the Mental Health Clinical Staff person has already completed the Instrument.
- 4) Communicating, upon admission to the facility, and throughout the youth's stay, with any pre-existing medical providers (particularly specialists) in order to provide consistent and continuous healthcare.
  - a) The nurses are to be as closely involved in the youth's care as deemed necessary.
  - b) The nurses shall:
    - i. Document, in the individual healthcare record, any contacts (and attempts) made with the youth's pre-existing medical or mental health services provider;
    - ii. Document all information obtained from these contacts;
    - iii. Verify with the pre-existing provider the youth's medications so as to ensure continuous provision of all needed medications;
    - iv. Coordinate and continue the appropriate treatment care plan with short and long-term goals;
    - v. Coordinate continuity of care and needed follow-up care, appointments and specialized procedures through discharge instructions provided to the receiving facility or to the parent/guardian; and
    - vi. Documentation of these instructions shall be maintained within the youth's individual healthcare record with copies of all discharge instructions given to the parent/guardian(s) of the youth who is released from the facility and maintain a copy within the youth's individual healthcare record.
- 5) Assisting the JPO with obtaining a signed Authority for Evaluation and Treatment form from parents/guardians for the appropriate consent.
  - a) All efforts to do so shall be noted in the individual healthcare record.

- b) The inability to obtain consent shall then be conveyed by the nursing staff to the Juvenile Probation Officer (JPO) in order to obtain a court order authorizing treatment.
- 6) Contacting the parent/guardian(s) when any medication is prescribed or changed. Such attempts/conversations shall be documented on the required Department Parental Notification Form.
- 7) The Respondent shall conduct group sessions for youth on Psychotropic Medications with emphasis on why youth should remain compliant with prescribed medication.
- 8) Assisting the Psychiatric staff by completing the Parental Notification of Health-Related Care Form and mailing it along with page 3 of the Clinical Psychotropic Progress Note (CPPN) and the Acknowledgement of Receipt of CPPN within twenty-four (24) to forty-eight (48) hours to the parents/guardian to the address on record. Mailings will be at the expense of the Department. If the parent refuses to sign or is unavailable, then a court order must be pursued.
- 9) Providing tuberculosis screening and testing upon intake following departmental procedures and protocols established by the DHA.
- 10) Ascertaining routine immunization status (through a thorough review of immunization and school records) and administering needed immunizations (including first HBV and Influenza, if applicable) per written order of the DHA and guidelines of the Centers for Disease Control and Prevention. Immunizations must be up to date.
- 11) Developing a written treatment plan for any youth with an acute or chronic health care problem. This shall include scheduled dates for follow up, consultation, Medical Alerts, etc. All youth with special needs, including pregnant youth, and youth with speech, mobility, or hearing disabilities, or youth with Medical Grades 4 or 5 shall have written treatment plans.
- 12) Conducting daily sick call according to Departmental requirements.
- 13) The Respondent shall ensure that if staff is required as an escort to sick call, this is accomplished in a timely and expeditious manner. If LPNs are used for sick call care without the on-site supervision of an RN, the LPN shall review all cases daily with someone at or above the level of an RN and document accordingly in accordance with nursing protocols.
- 14) Providing Department required health education to youth on an individual and/or group basis.
- 15) Providing basic prenatal care and health education to pregnant youth.
- 16) Arranging for care of any emergency dental needs through the facility-designated dentist or hospital emergency room.
  - a) Ensuring that referrals for emergency dental care are accomplished in an effective and timely manner.
  - b) Utilizing on-site protocols for dental emergencies while awaiting transfer to an emergency dentist.
- 17) Providing one-to-one health education on specific medications and chronic and acute health conditions to youth.
- 18) Arranging for appropriate follow-up care of health conditions identified during the youth's admission and during the youth's stay at the facility. This shall include communication with the youth's parent/guardian or the Residential facility that the youth is transferred to, utilizing the Health Discharge Summary Transfer Note. Attempting (with documentation) to access all prescriptions

and medications from the parent/guardian, community provider, or previous facility.

- 19) Administering medications and treatments during the work schedule.
- 20) Communicating all medication needs for those hours where medications are to be provided by appropriately trained non-licensed detention staff.
- 21) Ensuring that non-licensed staff are trained and know how to assist youth with self-administration of medications during hours when no licensed nurse is on-site.
- 22) Monitoring Medication Administration Records (MAR's) weekly to ensure that medications provided by the non-licensed program staff through assisting youth with self-administration are provided as prescribed.
- 23) Documenting and communicating medication omissions and errors to the Facility Superintendent and DHA.
- 24) Monitoring medication side effects daily and for every dose of the medication administered.
- 25) Ensuring that required laboratory values are documented for those medications that require such monitoring.
- 26) Requesting and processing all orders for medical supplies to maintain the inventory.
- 27) Performing shift-to-shift controlled substance counts.
- 28) Keeping an inventory of needles and sharps at intervals determined by Department policy.
- 29) Performing additional services as required by the Department and approved by the Designated Health Authority.
- 30) Medical Records Clerk Responsibilities/Service Tasks as necessary as per Attachment A-1, section II., A., 6., e.

e. Medical Records Clerk Responsibilities/Service Tasks

The Medical Records Clerk shall perform services on-site for the hours as specified in **Required** Medical Positions. Staffing Description requirements. At a minimum, the Medical Records Clerk shall perform the following service tasks:

- 1) Answer phones in the Medical clinic area.
- 2) Print Department forms for new medical records and as needed.
- 3) Construct charts on new admissions (daily).
- 4) Daily filing or uploading of medical and mental health and substance abuse records/forms into youth's Individual Health Care Record.
- 5) Pull and combine medical and mental health records, and file upon youth's release daily.
- 6) Check population list daily against actual records on file.
- 7) Scan and/or copy records requested by JPOs and make available to them.
- 8) Disassemble records of youth nineteen (19) years old and older and prepare for storage (monthly).
- 9) Contact (email) JPOs with request for assistance in obtaining signed Authority for Evaluation and Treatment (AET), immunization records and most recent comprehensive assessment.
- 10) Phone calls to parents to confirm allergies, request parent to bring medication to facility, and other items as requested by nurse. Not to include medication administration, changes, or education. A nurse is required for these issues.
- 11) Check refrigerator temperature and document on log daily.
- 12) Print daily alert lists (if not done by nursing) and distribute.
- 13) Compile and print CPA and sick call list for DHA.

- 14) Other duties as assigned and approved by the Regional Nurse Consultant.
- 15) If a Certified Nursing Assistant (CNA) is employed in the position of the Medical Records Clerk, they may also obtain vital signs, conduct vision screening and perform other duties under the direction of a licensed nurse and as defined by Nurse Practice Act. They shall not administer medications or perform venous puncture.

7. REQUIRED MEDICAL POSITIONS

Regional Juvenile Detention Centers (RJDC) must have the following positions filled as indicated below:

<b>Required Medical Positions per Detention Center</b>
<b>Regional Clinical Nurse Supervisor-</b> Full Time Employee (FTE) to provide clinical oversight, coordinate staffing, assure provision of required training to facility-based medical staff, provide detention center-specific technical assistance to each of the Detention Centers in her/his assigned region.
<b>Designated Health Authority-</b> DHA-One per Juvenile Detention Center Number of hours will depend on the size and population of detention center Per 63M-2.0031 (At a Minimum, the DHA must be on-site once per week with a week defined as the seven-day period beginning on Sunday and ending on Saturday. However, at no time will more than nine days pass between on-site visits. On-call seven days a week twenty- four hours a day). (Telehealth shall be considered as on-site three out of every four weeks). DHA shall be present at each facility monthly, if APRN services are delegated per 63M-2 F.A.C.
<b>Advanced Practice Registered Nurse (APRN)</b> – On-site in clinic at least weekly with hours to be adjusted as needed and accordance with 63M-2, F.A.C., to meet the clinical needs of youth at each facility.
<b>Clinical Nurse Manager</b> - One Full Time Employee (FTE) - Registered Nurse (RN) level or higher weekdays during daytime operating hours at each Regional Juvenile Detention Centers.
<b>Registered Nurse (RN)</b> – On-site in clinic with hours to be adjusted as needed and in accordance with 63M-2, F.A.C., and the requirements of this proposal to meet the clinical needs of youth at each facility with the minimum hours of coverage.
<b>Licensed Practical Nurse (LPN)</b> – On-site in clinic with hours to be adjusted as needed and in accordance with 63M-2, F.A.C., to meet the clinical needs of youth at each facility with the minimum hours of coverage. On-Site nursing coverage by Registered Nurses and/or Licensed Practical Nurses for each facility shall be provided for a minimum of twelve (12) hours per day Monday through Friday and eight hours per day on weekends, and sufficient to perform daily tasks including a.m., noon and p.m. med passes. Services shall be provided by Registered Nurses (RNs), and Licensed Practical Nurses (LPNs) as outlined above
<b>Minimum ratio of nursing hours to youth:</b> Hours to meet the minimum daily requirement outlined in this document. Forty (40) youth= Forty (40) nursing hours and for every additional twenty (20) youth add ten hours and ensure on site nursing care for youth who may require injectable medications.
<b>Records Clerk</b> Forty hours per week to provide adequate record keeping for both Medical and Mental Health. Hours for Records Clerk can be flexed to assist another facility, if the need arises.

**\*\*Monroe RJDC** medical services shall make available licensed medical staff Sunday through Saturday to perform the daily tasks including any scheduled am, noon and pm med passes and perform sick call daily if requested by youth. DHA services shall be maintained monthly and practitioner level medical staff available to meet the needs of the youth as outline in 63M-2 F.A.C.

In addition, to decrease or eliminate off-site services whenever possible, the Respondent shall ensure a Florida Licensed practitioner will be available each day to provide telehealth services during and after nursing hours until 11:00pm when practitioner level medical professionals are not on site for telehealth evaluations and triage of episodic or emergency healthcare needs for every detention center.

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**ATTACHMENT A-2**  
**MENTAL HEALTH AND SUBSTANCE ABUSE - SERVICES TO BE PROVIDED**

**I. GENERAL DESCRIPTION**

A. Services to be Provided

The Respondent shall develop and implement a mental health and substance abuse services treatment program for youth who are detained at the Department's twenty-one (21) Regional Juvenile Detention Centers (RJDCs). The Department's RJDC(s) consist of: Alachua RJDC, Bay RJDC, Duval RJDC, Escambia RJDC, Leon RJDC, Marion RJDC, Okaloosa RJDC, Volusia RJDC, Brevard RJDC, Hillsborough RJDC, Manatee RJDC, Orange RJDC, Pasco RJDC, Pinellas RJDC, Broward RJDC, Collier RJDC, Miami-Dade RJDC, Monroe RJDC, Palm Beach RJDC, St. Lucie RJDC and Southwest Florida RJDC.

These services shall provide accountability and rapid response to ensure that the specialized needs of adolescent youth are met in accordance with Rule 63M-2 and applicable sections of 63N-1, Florida Administrative Code (F.A.C.), and any existing Department policies and Rules.

2. The Respondent shall utilize the forms provided in the Department's Rule, Chapter 63N-1, Florida Administrative Code F.A.C. If a Respondent wishes to utilize a form in addition to the one included in Rule 63N-1, F.A.C., the Respondent must receive approval from the Department's Office of Health Services prior to the form being utilized in the detention center.
3. The Respondent is to reference the Department's Rules, policies and standards for further clarification on the services outlined below.

B. General Description of Services

1. Mental health treatment services consisting of mental health assessments/evaluations, mental health counseling/therapy (individual/group/family), treatment planning, crisis intervention, suicide prevention services and brief therapeutic encounters.
2. Substance abuse services consisting of substance abuse assessments/evaluations, substance abuse counseling/therapy (individual/group/family), treatment planning, brief therapeutic encounters and interventions.

C. Youth Determination

The Respondent shall deliver necessary and appropriate mental health and substance abuse services to all youth who are determined in need of mental health and/or substance abuse treatment services after review of preliminary mental health assessment/screening instruments, available mental health information, clinical interviews, observation, when it is discovered that a youth has a potential mental health or substance use diagnosis, or a history of trauma, or has a history of suicidal risk behavior, or by a referral for treatment services by any of the following: Department staff; Respondent staff; youth self-referral; or parent/guardian request.

**II. SERVICES TO BE PROVIDED**

A. Respondent Service Tasks

The Respondent shall provide on-site mental health and substance abuse assessments/evaluations, counseling/therapy (individual/group/family), treatment planning, brief therapeutic encounters, crisis intervention and suicide prevention services seven days of the week and have a twenty-four (24) hour on-call response capability. The Respondent's service tasks are as follows:

1. Mental Health and Substance Abuse Assessment/Evaluation Services

- a. 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 Community Assessment Tool (CAT) findings 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 treatment services.



- b. The Respondent shall perform suicide risk screening as required in Rule 63N-1 F.A.C., for each youth admitted, or re-admitted, to a detention facility.
- c. A comprehensive mental health and substance abuse assessment and 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 administer a Comprehensive Mental Health and Substance Abuse Evaluation 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 subsequent to admission to the detention center, Comprehensive Mental Health Evaluation and/or Comprehensive Substance Abuse Evaluation shall be provided as specified in Rule 63N-1, F.A.C. If a youth refuses to participate in a comprehensive assessment or comprehensive evaluation, then the youth's refusal shall be documented in the assessment or evaluation and collateral sources, review of records and observations shall be utilized to complete the assessment or evaluation.
- d. 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 evaluation shall be completed in a clinically appropriate and timely manner within thirty (30) calendar days, or earlier as the condition warrants as set forth in Rule 63N-1, F.A.C.
- e. This 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.
- f. Review of all pertinent available data, including classification records, medical files, arrest reports, and prior evaluations should precede the assessment.
- g. At a minimum, an evaluation used as the basis for treatment planning shall contain:
  - 1) Identifying data;
  - 2) Reason for assessment;
  - 3) Mental health history;
  - 4) Substance abuse history – including:
    - (a) Patterns of substance abuse;
    - (b) Impact of substance abuse on major life areas;
    - (c) Risk factors for continued substance abuse;
  - 5) Family/home history (including household members, non-custodial parental information, pertinent family members, youth's children or information about current pregnancies, home environment/family functioning; history of physical abuse, sexual abuse, neglect, witnessing violence and other forms of trauma; behavioral functioning);
  - 6) Social history;
  - 7) Educational history;
  - 8) Medical history;
  - 9) Current testing/evaluation results;
  - 10) Behavioral observations and mental status exam;

- 11) Current and prior psychotropic medication use;
  - 12) Diagnostic Impression and severity of symptoms as set forth in the DSM-5;
  - 13) Clinical Summary;
  - 14) Treatment recommendations;
  - 15) Treatment plan and discharge/aftercare plan;
  - 16) Signature of clinician administering the assessment/evaluation (and supervising licensed professional if applicable); and
  - 17) Date of signature.
- h. 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.
- i. Based upon the Mental Health or Substance Abuse evaluation results or if a youth demonstrates a psychiatric need at any point during the youth's stay at the detention facility, a youth may be referred for psychiatric consultation by the Respondent, medical staff, mental health staff, the youth, the youth's parent/guardian or the Department's Regional Senior Behavioral Analyst.
- j. If the youth was receiving mental health or substance abuse services prior to admission to the detention center and there is a signed Authority for Evaluation and Treatment (AET) form and/or 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.
2. Treatment Planning Documentation
- a. Youth determined to be in need of 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. An Initial Mental Health Treatment Plan must be recorded on the Initial Mental Health/Substance Abuse Treatment Plan Form (MHSA 015) or a form developed by the program which contains all the mental health information in form MHSA 015. 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 in a Department approved format. An Individualized Mental Health Treatment Plan must be recorded on form MHSA 016 or a form developed by the program which contains all the mental health information in form MHSA 016. Youth who initially decline to participate in the development of any treatment plan will have a treatment plan compiled based upon identified needs and presenting symptomology with a minimum of a treatment goal of establishing rapport with the therapist documented on their treatment plan.
  - b. All youth receiving on-going mental health treatment, including psychotropic medication and/or counseling/psychotherapy or substance abuse treatment, shall have an Individualized Treatment Plan completed by the thirty-first (31<sup>st</sup>) day the youth is in detention that shall be modified as treatment needs change. Review of treatment plans shall be documented on Individualized Mental Health/Substance Abuse Treatment Plan Review Form (MHSA 017).
  - c. The Respondent shall make and document appropriate mental health/substance abuse referrals or mental health/substance abuse

transition 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. Discharge plans shall be documented on the form entitled Mental Health/Substance Abuse Treatment Discharge Plan Form (MHSA 011, August 2006).

- d. The Respondent shall attempt to involve the youth's parent/guardian in the development of the mental health treatment plan and the substance abuse treatment plan (when the youth signs the Consent for Release of Substance Abuse Treatment Records form documenting the youth's consent to share substance abuse treatment information with the parent/guardian). The parent/guardian involvement in treatment planning 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.
- e. Individualized Treatment Plans shall contain documentation of the following:
  - 1) Diagnostic and Statistical Manual of Mental Disorders (DSM) 5 (or most recent edition of the DSM) Diagnoses;
  - 2) Functional Impairment(s);
  - 3) Target symptoms that are the focus of treatment;
  - 4) Strengths and limitations of the youth and his/her family that affect treatment outcome;
  - 5) The youth's amenability to treatment; youth who initially decline treatment services shall have at minimum, a treatment goal of establishing rapport with the therapist and increasing youth's amenability to treatment;
  - 6) Treatment methods (specific treatment modalities employed to achieve treatment goals, including psychiatric services for youth receiving psychotropic medication or other psychiatric services);
  - 7) Frequency of services (all youth in treatment shall receive a minimum of weekly therapeutic services);
  - 8) Current and prior psychotropic medication use;
  - 9) Treatment goals that are objectively measurable and achievable;
  - 10) Timeframes for achievement of treatment goals and revision of the treatment plan;
  - 11) Delineation of responsibility;
  - 12) Transition/aftercare plans;
  - 13) Participation of the youth and his/her parent/guardian(s) in the treatment planning process;
  - 14) 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
  - 15) Date signed.
- f. The Respondent shall ensure that each detention center's mini-treatment team is involved in the development of 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 and update, if necessary, the youth's Initial or Individualized Mental Health/Substance Abuse Treatment Plan as specified in Rule 63N-1, F.A.C.
- g. 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. The psychiatric practitioner's evaluation and recommendations for the youth shall be incorporated into the youth's initial Treatment Plan. Mental health counseling/treatment services shall be provided for all youth who are receiving psychiatric care.

3. Mental Health and Substance Abuse Counseling/Therapy Services

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. 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. Brief Therapeutic Encounters wherein a mental health clinical staff person provides therapeutic face-to-face interaction with a youth when short-term intervention is warranted, shall be also provided. This brief interaction may be in response to a youth request or to meet a youth's need when a treatment plan has not yet been developed. All counseling activities listed below shall be document within a Counseling/Therapy Progress Note.

a. The Respondent shall provide a counseling/therapy services program that shall include:

- 1) 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 mental health records for each youth.
- 2) Group therapy for youth with a diagnosed mental health or substance abuse disorder. Such care shall be appropriately documented in the EMR and mental health record for each youth attending group therapy.
- 3) Supportive counseling and crisis intervention therapy. Daily Mental Health Supportive Services shall be provided to all youth who are on Suicide Risk Alert or Mental Health Alert. Crisis Intervention Therapy shall be provided as warranted.
- 4) Brief Therapeutic Encounters wherein a mental health clinical staff person provides therapeutic face-to-face interaction with a youth when short-term intervention is warranted. This interaction may be in response to a youth request or to meet a youth's need when a treatment plan has not yet been developed. Such care shall be appropriately documented in the EMR and mental health record for each youth.
- 5) Behavior modification/ behavioral therapy.
- 6) 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
- 7) Family therapy, as indicated.
- 8) The provision of additional recreational, creative and other experiential learning activities to encourage program participation.
- 9) Mental health staff will meet with each youth not engaged in treatment services by their 14<sup>th</sup> day in a center to introduce, educate and explore mental health and substance abuse treatment services. This contact shall be documented on a Chronological Note.

b. Treatment services shall be documented in the youth's record as set in Rule 63N-1, F.A.C.

4. Suicide Prevention Services

a. The Respondent shall implement suicide prevention services in accordance with the Department Rule 63N-1, F.A.C., and facility operating procedures.

b. The Respondent shall coordinate with the facility psychiatrist or psychiatric APRN as necessary to manage potentially suicidal youth in the detention center.

- c. Youth identified as a suicide risk and maintained on suicide precautions shall be seen daily by mental health clinical staff for supportive services and assessment of the youth's mental status.
  - d. Upon a youth's return from a Baker Act Receiving Facility or Crisis Stabilization Unit (CSU) 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 psychiatric and/or substance abuse services. The Respondent shall maintain mental health staff on-site seven days per week, who will assess youth's returning from off-site emergency mental health/crisis treatment services in accordance with Department Rule Chapter 63N-1.
5. Assessment of Suicide Risk and Suicide Precautions
- a. The Respondent shall provide and document clinically appropriate services to youth identified with suicide risk factors or "at risk" of self-injurious behavior during the preliminary mental health initial screening at the assessment center or the detention facility using the MAYSI-2, SRSI, or the Department's Community Assessment Tool (CAT) or identified as a possible suicide risk by staff observations, or by exhibiting suicide risk behavior or self-injurious behavior in the facility.
  - b. 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 Registered Nurse Consultant requests a consultation.
  - c. 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 potential 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 Detention Superintendent, Regional Detention Contract Manager, and Regional Senior Behavioral Analyst.
  - d. 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.
  - e. The Assessment of Suicide Risk shall be documented on form MHSA 004 ([http://www.djj.state.fl.us/forms/mental\\_health\\_substance\\_abuse\\_services\\_forms\\_index.html](http://www.djj.state.fl.us/forms/mental_health_substance_abuse_services_forms_index.html)) and shall include, but not be limited to:
    - 1) Reason for assessment;
    - 2) Method of assessment;
    - 3) 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);
    - 4) Assessment of current suicidal ideation, intent, plan;
    - 5) Risk factors for self-harm;
    - 6) Determining danger to self;
    - 7) Level of suicide risk;
    - 8) Supervision recommendations; and
    - 9) Recommendations for treatment and follow-up.
6. Mental Health Crisis Intervention and Emergency Services
- a. The Respondent shall implement mental health crisis intervention services in accordance with Department Rule 63N-1, F.A.C.

- b. Mental Health Crisis Intervention Services shall also be provided upon referral for youth 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.
  - c. 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., and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-03793>
  - d. 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.
7. Treatment Planning, Discharge Planning and Communication
- a. The Respondent shall ensure that the mini-treatment team is involved in the development 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. 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.
  - b. The psychiatric practitioner's evaluation and recommendations for the youth shall be incorporated into the youth's treatment plan.
  - c. Discharge plans shall be developed for youth receiving mental health and/or substance abuse treatment in the detention center. Discharge plans shall be documented on the form entitled Mental Health/Substance Abuse Treatment Discharge Plan Form (MHSA 011, August 2006).
8. Non-Clinical Services
- a. Any records or documentation of off-site mental health or substance abuse treatment services, including emergency services, shall be uploaded into the youth's EMR.
  - b. The Respondent shall 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/or a written plan for substance abuse services, Facility Operating Procedures (FOPs) addressing mental health and substance abuse services, and suicide prevention.
  - c. 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. The Respondent shall also ensure that one staff person is qualified to serve as the Designated Mental Health Clinician Authority 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.
  - d. The Respondent shall ensure data entry into JJIS (Juvenile Justice Information System) and OHS Electronic Medical Record (EMR) is completed daily. The Department's Contract Manager shall coordinate training and access to the JJIS and OHS EMR.
9. Special Provisions

- a. Based upon the Mental Health or Substance Abuse evaluation results or if a youth demonstrates a psychiatric need at any point during the youths stay at the detention facility, a youth may be referred for psychiatric consultation by the Respondent, medical staff, mental health staff, the youth, the youth's parent/guardian or the Department's Regional Senior Behavioral Analyst.
- b. The Respondent shall not permit any publicity involving Department youth for any purpose in the form of identifiable pictures or use of proper names without the written permission of the Department.
- c. The Respondent shall ensure that all mental health/substance abuse personnel adhere to and follow all facility operating policies pertaining to the daily facility operation and security.

B. Staffing/Personnel

1. Regional Mental Health and Substance Abuse Clinical Coordinator

This position provides Regional oversight for the mental health and substance abuse services staff. This position must be filled by a Licensed Mental Health Professional under Chapter 490 or 491, F.S.

Position duties include:

- a. Provides clinical supervision, guidance and oversight to the DMHCA at each site within her/his assigned Region in support of the Department's Regional Senior Behavioral Analyst.
- b. Provides consultation and training to the DMHCA and mental health/substance abuse clinical staff at each site and ensures consistency in adherence to Contract requirements among contractually related sites.
- c. Provides on-going communication between the Department staff and the Respondent's staff at each facility to ensure continuity and consistency of services provided.
- d. The Regional Mental Health and Substance Abuse Clinical Coordinator will spend no more than 25% of their allocated - FTE to providing coverage collectively in individual detention facilities.
- e. Conduct corrective training resulting from Quarterly Monitoring Reviews.

2. Designated Mental Health Clinician Authority

- a. The Respondent shall assign a licensed mental health professional as the Designated Mental Health Clinician Authority at each detention center.
- 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. The DMHCA is also responsible for direct service provision.

3. Staffing Qualifications

Qualified mental health and substance abuse professional(s) shall provide mental health and substance abuse services in accordance with Department Rule, Chapter 63N-1, F.A.C.

4. 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. The Respondent shall insure that all non-licensed clinical staff will have, at a minimum, a Master's Degree.

In the instance that a potential non-licensed clinical staff member does not have a Master's Degree, the Respondent shall seek the Department's approval prior to hiring.

- a. A licensed mental health professional means 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 a physician licensed under Chapter 458 or 459, F.S. 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, F.S., a mental health counselor, clinical social worker or marriage and family therapist licensed under Chapter 491, F.S., or a psychiatric nurse as defined in section 394.455(23), F.S.
- b. Non-licensed Mental Health Clinical Staff: 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 therapeutic services field and be currently enrolled in a master's degree program from an accredited university or college in the field of counseling, social work, psychology, or Related Therapeutic Services Field. Related therapeutic services field is one in which major course work includes the study of human behavior and development, counseling and assessment techniques, and individual, group or family therapy.
- c. A non-licensed mental health clinical staff person providing mental health services in a Department facility or program shall meet one 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 a related human services field;
  - 2) 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 years clinical experience assessing, counseling, and treating youth 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 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 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 training in their duties and responsibilities. Pre-service training shall cover, at a minimum, the following components:
    - a) Basic counseling skills;
    - b) Basic group skills;
    - c) Treatment Model and 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 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 that indicates cases discussed, recommendations and referrals made.

5. Substance Abuse Services

Substance abuse services for youth with co-occurring substance-related disorders must be provided in accordance with Rule 65D-30.0037(4) Florida Administrative Code, which states the following:

*“Licensing of Department of Juvenile Justice Commitment Programs and Detention Facilities. In instances where substance use services are provided within Juvenile Justice Commitment programs and detention facilities, such services shall be provided in accordance with any one (1) of the four (4) conditions described below.*

- a. *The services must be provided for the appropriate licensable service component as defined in subsection 65D-30.002(17), 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 that 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.”*
- e. Licensed Qualified Professional.

A “licensed qualified professional” is a person who is a physician licensed under chapter 458 or 459, F.S., a psychologist licensed under chapter 490; or a mental health counselor, clinical social worker or marriage and family therapist licensed under chapter 491, F.S. (see Rule 65D-30.0037(4) F.A.C.)

- f. A non-licensed substance abuse clinical staff person may provide substance abuse services in a Department facility or program only as an employee of a service provider licensed under chapter 397, F.S., or a facility licensed under chapter 397. The non-licensed substance abuse clinical staff person must hold a Bachelor’s degree and be currently enrolled in a master’s degree program from an accredited university or college in the field of counseling, social work, psychology, or Related Therapeutic Services Field. Related therapeutic services field is one in which major course work includes the study of human behavior and development, counseling and assessment techniques, and individual, group or family therapy. from an accredited university or college with a major in psychology, social work, counseling or related therapeutic services field. A non-licensed substance abuse clinical staff person must also meet the training requirements provided in Rule 65D-30, F.A.C., and work under the direct supervision of a “qualified professional” as defined in section 397.311 F.S. Direct supervision means that the “qualified professional” as defined in Section 397.311 F.S., 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 the non-licensed substance abuse clinical staff person is providing in the facility.

6. Coverage

- a. The Respondent shall provide uninterrupted mental health coverage seven days per week including holidays. In the event of scheduled or unscheduled absences (not including approved flexed hours), the Respondent shall ensure equal or higher mental health coverage is provided at no additional cost to the Department.
- b. The Respondent shall ensure that there is basic mental health staff coverage (i.e., suicide prevention, crisis management) in the case of natural disasters such as hurricanes. The Respondent shall file a yearly hurricane plan with the Superintendent, Senior Behavioral Analyst, and the Department’s Contract Manager.

7. Required Mental Health and Substance Abuse Positions  
 Regional Juvenile Detention Centers (RJDC) must have the following Positions filled as indicated below:

<b>Required Mental Health and Substance Abuse Positions per Detention Center</b>															
<p><b>Regional Mental Health and Substance Abuse Services Clinical Coordinator</b> – One (Licensed Psychologist under Chapter 490, F.S., or Licensed Mental Health Counselor, Licensed Clinical Social Worker or Licensed Marriage and Family Therapist under Chapter 491, F.S.) for each of the Department’s assigned region.</p>															
<p><b>Designated Mental Health Clinician Authority (DMHCA)</b> – One licensed mental health professional licensed under Chapter 458, 459, 490 or 491, F.S. One forty (40) hour per week per Detention Center to work Monday through Friday eight hours per day and shall be available twenty-four (24) hours per day seven days per week by telephone, pager or in person for consultation and advice.</p>															
<p><b>Mental Health Clinical Staff</b> – At least one forty (40) hour per week or more of the following positions at each of the RJDC on-site seven days a week in numbers sufficient to meet the therapeutic needs of the youth at each facility and to complete tasks outlined in this document with minimum hours of coverage:</p> <p><b>Licensed Mental Health Professional</b>  <b>Mental Health Clinical Staff Person</b>  <b>Licensed Qualified Substance Abuse Professional</b>  <b>Substance Abuse Clinical Staff Person</b></p> <p>Note: Non-licensed clinical staff person shall also provide substance abuse services if the Respondent is licensed under Chapter 397, F.S. and as set forth in Rule 65D- 30.003(15) and Rule 63N-1, F.A.C.</p> <p>Minimum Ratio of Mental Health Clinical staff to youth:  <b>Each detention facility will have at minimum a DMHCA on site forty (40) hours weekly and one Licensed/Non-licensed MHSA clinical staff on-site for forty (40) hours weekly.</b></p> <p><b>Additional mental health and substance abuse clinical staff shall be added when the average daily population of a facility increases and maintains for thirty (30) days according to the table below.</b></p> <table border="1"> <thead> <tr> <th><b>Additional MHSA Clinical Staff hours weekly</b></th> <th><b>Facility Census</b></th> </tr> </thead> <tbody> <tr> <td><b>20 hours</b></td> <td><b>41 – 50</b></td> </tr> <tr> <td><b>40 hours</b></td> <td><b>51 – 60</b></td> </tr> <tr> <td><b>60 hours</b></td> <td><b>61 – 70</b></td> </tr> <tr> <td><b>80 hours</b></td> <td><b>71 – 80</b></td> </tr> <tr> <td><b>100 hours</b></td> <td><b>81 – 90</b></td> </tr> <tr> <td><b>120 hours</b></td> <td><b>91 – 100</b></td> </tr> </tbody> </table>		<b>Additional MHSA Clinical Staff hours weekly</b>	<b>Facility Census</b>	<b>20 hours</b>	<b>41 – 50</b>	<b>40 hours</b>	<b>51 – 60</b>	<b>60 hours</b>	<b>61 – 70</b>	<b>80 hours</b>	<b>71 – 80</b>	<b>100 hours</b>	<b>81 – 90</b>	<b>120 hours</b>	<b>91 – 100</b>
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<p><b>**Monroe RJDC</b> - Staffing hours for the DMHCA, Licensed and Non-Licensed Mental Health Clinical Staff and Psychiatrist shall be adjusted based on the facility census at Monroe RJDC. Specifically, when there is a Census of zero (0) youth, the Mental Health staff are not required to be on-site.</p>															

**ATTACHMENT A-3  
PSYCHIATRIC – SERVICES TO BE PROVIDED**

**I. GENERAL DESCRIPTION**

**A. Services to be Provided**

The Respondent shall provide psychiatric services to the youth in custody in the Department's twenty-one (21) Regional Juvenile Detention Centers (RJDCs). The Department's RJDC(s) consist of: Alachua RJDC, Bay RJDC, Duval RJDC, Escambia RJDC, Leon RJDC, Marion RJDC, Okaloosa RJDC, Volusia RJDC, Brevard RJDC, Hillsborough RJDC, Manatee RJDC, Orange RJDC, Pasco RJDC, Pinellas RJDC, Broward RJDC, Collier RJDC, Miami-Dade RJDC, Monroe RJDC, Palm Beach RJDC, St. Lucie RJDC and Southwest Florida RJDC. Youth shall be referred by the Mental Health and/or Medical Provider and/or, Detention staff and/or the Department's Regional Senior Behavioral Analyst or the Department's Regional Nurse Consultant Staff.

**B. General Description of Services**

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 the Department's Mental Health, Substance Abuse and Developmental Disability Services Rule, Chapter 63N-1, F.A.C. and applicable sections of Rule 63M-2, F.A.C. (specifically, Rules 63M-2.010-2.023 and 63M-2.025-2.027, F.A.C.)

**II. SERVICES TO BE PROVIDED**

**A.** 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/APRN 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 5 (or most recent edition of the DSM) diagnostic formulation;
  - 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;
    - 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 shall be requested of the psychiatrist or the psychiatric APRN by Detention staff, youth self-referral, the parent/guardian, the medical or mental health professional contracted to provide services at the facility, or the Department's Regional Senior Behavioral Analyst or Department's Regional

Registered Nurse Consultant staff. The psychiatric provider shall see 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 APRN 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 calendar days.
- 2) The initial diagnostic psychiatric interview or psychiatric evaluation, if handwritten, 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 5 (or most recent edition of the DSM) Diagnostic Formulation;
  - 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 APRN 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 shall 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 APRN.
  - c) The psychiatrist or psychiatric APRN 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 shall 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 the Department's Regional 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 Department's Regional Senior Behavioral Analyst and/or Department's Regional Registered Nurse Consultant and facility superintendent shall confer with the Psychiatrist or Psychiatric APRN regarding specific cases of concern. If the specific issue is not resolved, the Department's Regional Senior Behavioral Analyst and/or the Department's Regional Registered 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 APRN).

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 APRN or other healthcare staff to contact the psychiatrist or other provider treating the youth prior to admission, to

- coordinate services and obtain treatment records. The psychiatrist or psychiatric APRN is responsible for contacting the prior psychiatrist or provider 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 APRN 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 APRN'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 APRN, working under the clinical supervision of the licensed psychiatrist, within the scope of the psychiatrist's collaborative practice protocol with the APRN.
  - b. The psychiatrist or psychiatric APRN 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/APRN 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/ APRN consultation shall be documented within the youth's Individual Healthcare Record.
  - d. Direct clinical supervision means that at least every two weeks, the facility psychiatrist provides on-site clinical supervision of the psychiatric APRN'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 hours weekly or flexed based on need up to the maximum billable hours per fiscal year.
  - f. If the psychiatrist is working alone, he/she shall be on-site to evaluate and monitor youth's medications as specified in Required Psychiatric Positions, Staffing description requirements.
  - g. The psychiatrist shall be available for emergency telephonic consultation twenty-four (24) hours a day, seven days a week.
  - h. Medication management services shall be provided at regular and clinically appropriate intervals to evaluate youth 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, weight and blood pressure or other laboratory findings (e.g., ordering and monitoring serum therapeutic drug levels, EKG, EEG).
  - h) Ensuring any expected or common side effects of psychotropic medication are effectively communicated to the facility staff that supervise 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.
    - 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 APRN:
    - 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 youth of similar age.
    - i) Signature of psychiatrist or psychiatric APRN.
    - j) Date of signature.
  - i. The psychiatrist or psychiatric APRN shall prescribe psychotropic medication as appropriate, which addresses specific target diagnoses and symptoms. If psychotropic medication is prescribed, the psychiatrist or psychiatric APRN shall:
    - 1) monitor target symptoms;
    - 2) monitor side effects;
    - 3) order labs required by prescribed medication including serum drug levels to ensure a safe and therapeutic range;
    - 4) review lab results within seventy-two (72) hours of notification of results;
    - 5) assist with parental notification; and
    - 6) document medication management services in accordance with sections 1 and 2 above.
  - j. A generic equivalent shall be used only as appropriate when new medications are initiated for the youth.
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 APRN shall review all medication changes and recommendations.
5. Treatment Planning and Communication
- a. The psychiatrist or psychiatric APRN 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 APRN 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 shall be accomplished through face-to-face interaction or telephonic communication with the representative of the treatment team.
  - c. The psychiatrist's or psychiatric APRN'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.

B. Staffing/Personnel

The Respondent and all personnel provided under the resulting Contract, whether performance is as a Provider, subcontractor, or any employee, agent or representative of



the Respondent or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule.

1. Staffing Levels and Qualifications

Psychiatric services within the Department's facilities and programs must be provided by a licensed psychiatrist and/or a licensed and certified psychiatric Advanced Practice Registered Nurse (APRN) working under the clinical supervision of a licensed psychiatrist on-site as specified in Required Psychiatric Positions, Staffing description requirements 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, F.S., 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, F.S., 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, F. S., 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 Practice Registered Nurse (APRN)

Alternately, the Respondent shall provide a psychiatric Advanced Practice Registered Nurse (APRN), currently licensed under Chapter 464, F.S., and certified by the Department of Health, (as specified at the DOH web site: <https://floridasnursing.gov/nursing-faqs/advanced-practice-registered-nurse-aprn/>) 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 APRN'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 remain on-site at all clinics where the APRN is assigned to practice.
- 2) Every two weeks, the psychiatrist shall provide on-site clinical supervision of the APRN's psychiatric services and is responsible for overseeing and directing the psychiatric services also being provided by the psychiatric APRN in the facility.
- 3) The final clinical judgment and ultimate responsibility for the prescription and monitoring of psychotropic medications in the Department's 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 resulting Contract. If services are to be provided by a psychiatric APRN, 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 of the Department's facility or

program where the Psychiatric APRN 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 Department's Contract for psychiatric services, including prescribing and monitoring psychotropic medications, which includes a Psychiatric APRN.
- 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 of the Department's facility or program where the Psychiatric APRN 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 in advance of the staff working under the resulting Contract or the protocols taking effect.
- 5) Special alerts identified on staff licensures shall be immediately communicated in writing to the Department's Contract Manager.

2. Required Psychiatric Positions

Regional Juvenile Detention Centers (RJDC) must have the following Positions filled as indicated below:

<b>Required Psychiatric Positions per Detention Center</b>
<p><b>Psychiatrist</b> (on-site weekly) Psychiatric APRN may also provide psychiatric services as per as per Rule 63N.1.0085, F.A.C.                      Psychiatrist (Clinical Supervisor) must be on-site bi-weekly when psychiatric services are provided by Psychiatric APRN (for at least two hours)                      Combined on-site must meet weekly minimum of two hours per facility.                      Approved Telepsychiatry shall be classified as on-site.                      All documentation for psychiatric encounters must be documented in the Electronic Medical Records (EMR) system.</p> <p>Psychiatric services delivered via Tele-psychiatry may be approved by the Office of Health Services for specific Regional Detention Centers and shall be provided in accordance with the Department's rules (Rule 63N-1.0085, Rule 63M-2.010-2.023 and 63M-2.025-2.027, F.A.C.) QI Standards, and Detention FOP MH8 and Detention Medical FOP 8002 &amp; 8007 with the exception to FOP 8002 that the psychiatrist shall provide weekly off-site services via Tele-psychiatry when applicable.</p>
<p><b>**Monroe RJDC</b> - Staffing hours for the Psychiatrist or Psychiatric APRN shall be adjusted based on the facility census at Monroe RJDC. Specifically, when there is a Census of zero youth, the psychiatric staff are not required to be on-site.</p>

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

- I. SOLICITATION NUMBER** RFP #10701
- II. SOLICITATION TYPE** Request for Proposal: Provide comprehensive health services to include medical, mental health, substance abuse and psychiatric services for youth in the Department's twenty-one (21) Regional Juvenile Detention Centers (RJDC). Eight (8) RJDCs in the North Region consisting of Alachua RJDC, Bay RJDC, Duval RJDC, Escambia RJDC, Leon RJDC, Marion RJDC, Okaloosa RJDC and Volusia RJDC, six (6) RJDCs in the Central Region consisting of Brevard RJDC, Hillsborough RJDC, Manatee RJDC, Orange RJDC, Pasco RJDC and Pinellas RJDC and seven (7) RJDCs in the South Region consisting of Broward RJDC, Collier RJLDC, Miami-Dade RJDC, Monroe RJDC, Palm Beach RJDC, St. Lucie RJD and Southwest Florida RJDC.
- III. PROCUREMENT OFFICE** Amber Mitchell, Procurement Manager  
 Bureau of Procurement and Contract Administration  
 Florida Department of Juvenile Justice  
 The Knight Building, Suite 1100  
 2737 Centerview Drive  
 Tallahassee, Florida 32399-3100  
 Telephone: (850) 717-2617  
 Fax: (850) 414-1625  
 E-Mail Address: [Amber.Mitchell@dji.state.fl.us](mailto:Amber.Mitchell@dji.state.fl.us)

**IV. GENERAL INFORMATION****A. 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 via an informational notice or addendum, 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).

DATE	TIME	ACTION	WHERE
Thursday, February 11, 2021	Before or by 5:00 PM EST	Release of solicitation	MyFlorida.com web site <a href="http://www.myflorida.com/apps/vbs/vbs_www.main_menu">http://www.myflorida.com/apps/vbs/vbs_www.main_m enu</a>
Monday, February 22, 2021	Before or by 5:00 PM EST	Deadline for Submission of Intent to Attend Solicitation Conference form (Attachment M)	Send to <a href="mailto:Amber.Mitchell@dji.state.fl.us">Amber.Mitchell@dji.state.fl.us</a>

DATE	TIME	ACTION	WHERE
Monday, February 22, 2021	Before or by 5:00 PM EST	Solicitation Conference Question Deadline – Last date and time written questions will be accepted for discussion at Solicitation Conference	Send to <a href="mailto:Amber.Mitchell@dji.state.fl.us">Amber.Mitchell@dji.state.fl.us</a>
Friday, March 5, 2021	10:00 AM EST	Solicitation Conference Call  (This is a Public Meeting to be held via telephone only upon public interest)	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-585-9008 and enter code 197-142-466# when directed. The Agenda can be found on MyFlorida.com web site <a href="http://www.myflorida.com/apps/vbs/vbs_www.main_m_enu">http://www.myflorida.com/apps/vbs/vbs_www.main_m_enu</a> under the solicitation #.
Tuesday, March 9, 2021	Before or by 5:00 PM EST	Deadline for Written Questions	Send to <a href="mailto:Amber.Mitchell@dji.state.fl.us">Amber.Mitchell@dji.state.fl.us</a>
Thursday, March 25, 2021	Before or by 5:00 PM EST	Anticipated date that answers to written questions will be posted on the web site	MyFlorida.com web site <a href="http://www.myflorida.com/apps/vbs/vbs_www.main_m_enu">http://www.myflorida.com/apps/vbs/vbs_www.main_m_enu</a>
Friday, April 2, 2021	Before or by 5:00 PM EST	Deadline for Respondents to request access to the Bid Library	Send to <a href="mailto:Amber.Mitchell@dji.state.fl.us">Amber.Mitchell@dji.state.fl.us</a>  See Section VI., C., 1., b. & c., below for Bid Library information.
Monday, April 5, 2021	Before or by 5:00 PM EST	Deadline for Submission of Intent to Submit a Response (Attachment N)	Send to: <a href="mailto:Amber.Mitchell@dji.state.fl.us">Amber.Mitchell@dji.state.fl.us</a>
Thursday, April 8, 2021	2:00 PM EDT	Proposals Due and Opened - Conference Call	Telephone 1-888-585-9008 and enter code 197-142-466# when directed.

DATE	TIME	ACTION	WHERE
Friday, April 23, 2021	10:00 AM EDT	Evaluation Team Briefing Conference Call  (This meeting is open for public attendance via telephone)	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-585-9008 and enter code 197-142-466#  A recording of the Conference Call will be available at: <a href="http://www.djj.state.fl.us/partners/contracting/conference-calls">http://www.djj.state.fl.us/partners/contracting/conference-calls</a> within forty-eight (48) hours of the Briefing being concluded, excluding weekends and holidays.
Thursday, May 20, 2021	10:00 AM EDT	Evaluation Team Debriefing Conference Call  (This meeting is open for public attendance via telephone)	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-585-9008 and enter code 197-142-466#  A recording of the Conference Call will be available at: <a href="http://www.djj.state.fl.us/partners/contracting/conference-calls">http://www.djj.state.fl.us/partners/contracting/conference-calls</a> within 48 hours of the Debriefing being concluded, excluding weekends and holidays.
Tuesday, July 6, 2021	Before or by 5:00 PM EST	Notice of Intended Award	MyFlorida.com web site <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>
Thursday, March 17, 2022		Anticipated Contract Start Date	

- B. Time, Date and Place Proposals are Due  
Proposals must be received **NO LATER** than the date and time specified in the Calendar of Events (Attachment B, Section IV., A.), and submitted to the Department electronically, as outlined in Attachment B, Section VI., C., 1.  
**Caution:** A proposal received in the DJJ Bid Library after the exact time specified will not be considered, as specified by Attachment B.
- C. The Department reserves the right to modify non-material terms of the RFP prior to execution of the Contract resulting from this RFP, when such modification is determined to be in the best interest of the State of Florida.
- D. Solicitation Conference Call  
The Department may conduct a Solicitation Conference Call on the date and at the time specified in the Calendar of Events. The purpose of the Solicitation Conference Call is to discuss the contents of the solicitation, answer the Respondents' questions and clarify areas of misunderstanding or ambiguity. If no interest in the call is indicated by Respondents (Attachment M), the Department has the option of cancelling the conference by placing a notice of cancellation of the call on the Vendor Bid System 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 call 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 Call shall take note of the following:
1. Notice of "Intent to Attend Solicitation Conference Call": Respondents interested in participating in the Solicitation Conference Call are encouraged to submit a Notice of Intent to Attend Solicitation Conference Call (Attachment M to this RFP)

- 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 Call: Questions for verbal discussion at the Solicitation Conference Call shall be submitted in writing and sent to the Procurement Manager at: [Amber.Mitchell@djj.state.fl.us](mailto:Amber.Mitchell@djj.state.fl.us), or by mail or facsimile, and shall be received by the date specified for Solicitation Conference Call questions in the Calendar of Events (Attachment B, Section IV., A.). The intent of this deadline is to provide the Department sufficient time to prepare answers for discussion at the conference call.
  3. Agenda: An Agenda with questions submitted to date by Respondents will be posted on the Vendor Bid System website at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) under the solicitation number no less than forty-eight (48) hours (two business days) prior to the meeting time.
- F. Final Questions/Inquiries: Final questions after the Solicitation Conference Call, or any other inquiries regarding the solicitation, shall be submitted in writing and sent to the Procurement Manager at [Amber.Mitchell@djj.state.fl.us](mailto:Amber.Mitchell@djj.state.fl.us), or by mail or facsimile, and shall be received by the date specified for Deadline for Written Questions in the Calendar of Events (Attachment B, Section IV., A.). The Department will not accept questions for this solicitation after close of business on the date specified in the Calendar of Events. The Respondent is responsible for ensuring that the Procurement Manager receives the inquiry.
1. Non-Binding Communication: The Department will accept verbal questions during the Solicitation Conference Call 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.
  2. 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.
- G. Evaluator Briefing Session  
The Department will hold an Evaluator Briefing Session at the date and time specified in the Calendar of Events. The purpose of the Evaluator Briefing Session is to ensure that evaluators fully understand the solicitation requirements and the evaluation and scoring process. This meeting is open for public attendance via telephone. A recording of the call will be available on the Department's website (<http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html>) within forty-eight (48) hours of the date listed on the Calendar of Events excluding weekends and holidays.
- H. Evaluator Debriefing Session  
The Department will hold an Evaluator Debriefing Session at the date and time specified in the Calendar of Events. The purpose of the Debriefing Session is to allow evaluators an opportunity to state the page number(s) in the technical proposals where information relied on for assessing a score was found, record the scores assessed for the technical proposals and provide a concise summary of comments for each category/consideration. A recording of the call will be available on the Department's website at <http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html> within forty-eight (48) hours of the date listed on the Calendar of Events excluding weekends and holidays.
- I. On or about the date specified in the Calendar of Events (Attachment B, Section IV., A.), the Department's Notice of Agency Decision will be posted on the Vendor Bid System website at [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 under Advertisement Type and select Agency Decision, then under Agency, select the Department of Juvenile Justice. Click “Initiate Search,” select the RFP and double click on the RFP number. Call the Department’s Procurement Manager at the telephone number listed in Attachment B, Section III., with any questions regarding accessing the website.

- J. At every meeting subject to the Sunshine Law which relates to this procurement, the public shall be given reasonable opportunity to be heard.

#### V. MANDATORY CRITERIA

The following requirement must be met by the Respondent to be considered responsive to this RFP. Although there are other criteria set forth in this RFP, these are the only criteria deemed by the Department to be mandatory. Mandatory criteria that is incomplete or inaccurate may not be considered a “minor irregularity” as defined in Attachment C, 17.

#### **Failure to meet this MANDATORY criteria shall result in a proposal not being evaluated and rejected as non-responsive.**

- A. It is **MANDATORY** that the Respondent submit its complete proposal within the time frame specified in the Calendar of Events (Attachment B, Section IV., A.). A proposal is considered complete if it contains all of the required documents listed in Attachment B, section XX.

#### VI. SOLICITATION INFORMATION

- A. The term “Provider” refers to:
1. “Provider” is defined to also include: any and all subsidiaries of the prospective Provider where the prospective Provider owns 80% or more of the common stock of the subsidiary; the parent corporation of the prospective Provider where the parent owns 80% or more of the common stock of the prospective Provider; and any and all subsidiaries of the parent corporation of the prospective Provider where the parent owns 80% of the common stock of the prospective Provider and the parent’s subsidiaries.
  2. For all other purposes, the definition shall be as specified in Attachment C, 1.
- B. For the purposes of the Dun & Bradstreet (D&B) Supplier Qualifier Report (SQR) (if applicable): the proposing entity (“Provider”) 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.
- C. Respondents shall submit proposals in the following format:
1. Electronic Upload of the Proposal(s):
    - a. The Department prefers Respondents to upload complete electronic proposals via the DJJ Bid Library, a private and secure online portal for solicitation documents, in SharePoint;
    - b. Respondents shall request to register for a DJJ Bid Library account no later than the deadline specified in the Calendar of Events for this RFP, by contacting the Procurement Manager: Amber Mitchell, via e-mail at: **Amber.Mitchell@djj.state.fl.us**, or phone: (850)717-2617;
    - c. Respondents are required to register their email address for access to the DJJ Bid Library using a **Microsoft** account;
      - 1) If the Respondent’s organization already uses a Microsoft account, that email address should be utilized in the registration request.
      - 2) If the Respondent’s organization does not use a Microsoft account, a free account can be created through Microsoft at <https://signup.live.com/?lic=1>. *This step must be completed first, prior to submitting the DJJ Bid Library registration request.* The email address used to create the Microsoft account should be utilized in the registration request to your Procurement Manager.

- 3) Access to the DJJ Bid Library is granted by each user's specific Microsoft account. The Respondent's organization may elect to register a single or general Microsoft account for all submissions. This allows multiple users, with the Microsoft account log-in information, to view each other's uploads to the DJJ Bid Library. It also allows other users to edit and delete each other's uploads. *This is the method recommended by the Department.*
  - 4) If the Respondent's organization elects to register multiple users with individual Microsoft accounts, each user **will not** be able to view, edit, or delete each other's submissions. If two users with individual accounts upload the same document, the Department will use the *most current version* of the document (by the established deadline for proposals), even if there are multiple uploaded versions of the same document.
  - 5) Once registered, the access link to the DJJ Bid Library will be emailed (sent from no-reply@sharepointonline.com. Check Spam, Clutter, or Junk folders).
- d. The complete Notice of Intent to Submit a Proposal (Attachment N) shall be uploaded to the DJJ Bid Library no later than the deadline specified in the Calendar of Events for this RFP.
  - e. The complete electronic proposal shall be uploaded to the DJJ Bid Library no later than the deadline specified in the calendar of events for this RFP. Any and all documents uploaded, edited, or modified in any way after this deadline will be deemed non-responsive;
  - f. The complete electronic proposal documents uploaded to the DJJ Bid Library must be in a "Checked-In" status at the time of Proposal opening to be accessible and available for review by Departmental staff. Any document that remains in a "Checked-Out" status will be deemed non-responsive.
  - g. The complete electronic proposal contains **all** documents as required per Attachment B, Section XX., General Instructions for Preparation of the Proposal. Volumes 1 and 2 shall be saved in Microsoft Word and/or Excel. The signed transmittal letter (Volume 1, Tab 1), the financial viability documentation (Volume 2, Tab 3), and Attachment R (Volume 1, Tab 2) and Attachment D, Part II signed are the only documents which can be saved in a PDF format. The Attachment H – Budget (Volume 2, Tab 2) **must** be submitted in Excel;
  - h. In the event a Respondent needs technical assistance, the DJJ Bid Library Technical Assistant is Bryant Wombles, who can be reached via e-mail at: William.Wombles@djj.state.fl.us or phone: (850) 717-2606; and,
  - i. If the requirement for electronic submission through the DJJ Bid Library would cause the Respondent undue hardship, the Respondent shall contact the Procurement Manager (Attachment B, Section VI., C., 1., b.) for this solicitation.
2. Submission Alternative  
The Procurement Manager will provide instructions for an alternate method of submitting the proposal, only if submission via the DJJ Bid Library causes a hardship to the Respondent. The proposal must be prepared in accordance with Attachment B, Section XX., General Instructions for the Preparation and Submission of Proposals and submitted by the due date as indicated in the Calendar of Events (Attachment B., IV., B.).
  3. Additional instructions concerning proposal submission:
    - a. Email submissions are not permissible;
    - b. See instructions for proposal preparation in Attachment B, Section XX., and submittal information in Attachment B, Section III., and Section VI., 1.; and,



- c. Evaluation and review of the proposal will be based solely on information and documents submitted in the copies of Volumes 1 and 2, unless otherwise indicated in the RFP.
- D. All dates in this procurement, and other RFP requirements, are subject to change. Modifications of the schedule or changes to the RFP shall be provided through an Addendum or Informational Notice, and posted on the Vendor Bid System website at: [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). Prospective Respondents are responsible for checking the website for any changes.

## VII. **RESPONDENT'S QUESTIONS**

**INFORMATION WILL NOT BE AVAILABLE ORALLY.** All inquiries shall be in writing and be sent to the Procurement Manager at [Amber.Mitchell@djj.state.fl.us](mailto:Amber.Mitchell@djj.state.fl.us), or by mail or by facsimile (850-414-1625) and shall be received by the date specified in the Calendar of Events (Attachment B, Section IV., A.). The Respondent is responsible for ensuring that the Procurement Manager received the inquiry. The Department will not take any further questions for this RFP after close of business that day. The Department's responses to 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 RFP on or about the date specified in the Calendar of Events (Attachment B, Section IV., A.). 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 manager 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 proposal.

## VIII. **NUMBER OF AWARDS**

The Department anticipates making a single award as a result of this solicitation. The awards shall be made to responsive and responsible Respondents.

## IX. **FAILURE TO EXECUTE CONTRACT**

In the event no protest is filed within the prescribed timeframe, the Department will commence preparation of the Contracts with the intended Respondents. If, for any reason, the intended Respondent fails to execute a contract within fifteen (15) consecutive calendar days after a Contract has been presented to it for signature, 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 next ranked Respondent without posting of an additional Notice of Intended Award or Addendum; (2) reject all proposals and re-advertise the RFP; or (3) reject all proposals. If the Department and the next ranked Respondent fail to execute a contract, the Department may (1) attempt to contract with the next ranked Respondent sequentially until a Respondent willing to execute a Contract is found without posting of an additional Notice of Intended Award or Addendum; (2) reject all proposals and re-advertise the RFP; or (3) reject all proposals.

## 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) Vendor Registration System. To access online registration, click on the DMS website at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mp\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mp_vendors), and click on the Registration Requirements link. In order to register, you will need the following information:

- 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. CMBE information, if applicable; and,
- G. Complete the Substitute Form W-9 Process.

**XI. CONTRACT PERIOD AND RENEWAL**

The resulting Contract is expected to begin on **March 17, 2022** and shall end at **11:59 p.m.** on **March 16, 2025**. This Contract may be renewed. The Department may renew the Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original Contract, or three years, whichever is longer, and in accordance with subsection 287.057(13), F.S., and 60A-1.048, F.A.C.

**XII. TYPE OF CONTRACT CONTEMPLATED**

Fixed Price (Unit Price) Contract is anticipated from this solicitation. 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. It is the Department’s determination that this Contract is a **Vendor** Contract, pursuant to section 215.97, F.S.
- B. Statutory and rule requirements for the Provider for these types of contracts are specified in **Attachment G, Section VI. FINANCIAL AND TRANSACTIONS AUDIT REQUIREMENTS**.

**XIV. TOTAL MAXIMUM CONTRACT DOLLAR AMOUNT**

<b>Total Maximum Contract Dollar Amount</b>	<b>\$39,300,000.00</b>
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\*\*At the time of this posting, the Total Maximum Contract Amount is \$39,300,000.00 for a three-year period. The Department has submitted a Legislative Budget Request for additional funding, in the amount of \$4,500,000.00 annually, which will be contingent upon legislative appropriation. If approved, an Informational Notice will be posted to VBS indicating the new Total Maximum Contract Dollar Amount.

**If you are interested in submitting a proposal for this solicitation, each initial respondent will be required to submit an initial budget (not to exceed the current Total Contract Amount of \$39,300,000.00). Once we know if the additional funding (\$4,500,000.00 per year) is appropriated, then each initial respondent to the solicitation will be required to submit a new budget (not to exceed the adjusted Total Contract Amount of \$52,800,000.00).**

**If an interested party does not submit an initial proposal and budget by the date set forth in the Calendar of Events, they will be prohibited from submitting a proposal and budget following the Informational Notice to VBS regarding the additional appropriated funding.**

**XV. FINANCIAL CONSEQUENCES**

- A. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with the FDJJ Policy 2000 (Revised 01/31/19) for the following:

1. Failure to submit an Outcome Based Corrective Action Plan (OBCAP) within thirty (30) calendar days of the finalized monitoring summary. This requires an acceptable OBCAP that clearly identified the root cause of the problem and outlines the process measures and outcomes that can be used to track the program's success at correcting the issues. This timeframe may exceed thirty (30) calendar days if agreed to and approved in advance by the Regional Director or designee. The number of deficiencies or the complexity of the OBCAP will determine this approval;
  2. Failure to implement the OBCAP for identified deficiencies within the specified time frame(s); or
  3. Further failure to make acceptable progress in correcting deficiencies as outlined in the OBCAP within specified time frames.
- B. The Department's Contract Manager or Regional Program Monitor conducts verification within ten business days of date identified by the Respondent on the OBCAP in the Department's Program Monitoring and Management (PMM) system of when the deficiency would be corrected.
- C. The Department shall assess a financial consequence for noncompliance on the Respondent for each uncorrected deficiency identified in the OBCAP. After a failed second verification, the financial consequence(s) shall be assessed for each day the Provider has not complied retroactive to the date of the Department's second verification site visit and shall continue to be imposed daily until each identified deficiency is remedied to full compliance with the OBCAP. Financial consequences for noncompliance can only be made as long as the language and calculations for financial consequences is in the original contract or amendment(s).
- D. The Respondent 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 the Contract X 1.0% = Financial Consequence. Imposition of consequences shall be per deficiency per day.*
- E. Written notification to the Respondent, including the deficiency(ies), the conditions (including time frames) that must be in place to satisfy the deficiency(ies) or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice, will be drafted by the Department's Contract Manager. The Department's Contract Manager shall deduct the approved amount from the Respondent's next monthly invoice as specified in the written notification.
- F. If the Respondent has a grievance concerning the imposition of financial consequences for noncompliance, the Respondent shall follow the dispute process outlined in the resulting Contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).
- G. If the Respondent fails to address the Department's concerns after second verification and after the imposition of financial consequences, absent documentation of extenuating circumstances, the Department may move to the cure process, demand corrective action, and advise the Respondent that failure to do so will result in suspension of services or contract termination.

## XVI. OPTIONS

The Department reserves the right to exercise the option below in the event the Department's needs change:

### Option for Changes in Contract Services

The Department has the option to modify the resulting Contract, including adding, reducing, or deleting services during the Contract term. The optioned services may not commence before execution of an amendment. Delivery of changed services shall be upon the terms, conditions, and rate agreed in the exercise of the options of the resulting Contract.

## XVII. SUBCONTRACTING

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

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 utilization opportunities.

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

Pursuant to paragraph 985.601(3)(b), F.S., 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 Providers of services to juveniles.

**XIX. ELABORATE PROPOSALS**

It is not necessary to prepare proposals using elaborate artwork or other expensive visual presentation aids. Proposals 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 proposal submitted in response to this RFP. The Department shall be liable for payment only as provided in a fully executed Contract.

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

The instructions for this RFP have been designed to help ensure that all proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. **INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS MAY NOT BE REVIEWED OR EVALUATED.** All proposals must detail the services that will be delivered, the expected results and the recommended performance measures and 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 each evaluator can easily turn to "Tabbed" sections during the evaluation process. Failure to have all copies properly "tabbed" makes it much more difficult for the Department to evaluate the proposal.

Proposals shall be submitted in black and white only, as documents throughout the proposal may be used to draft the resulting Contract(s) which cannot contain color for scanning purposes. Additionally, please limit the use of Respondent logos and labels to the Transmittal Letter and first page of the Technical Response.

Attachment C, #17, "Minor Irregularities / Right To Reject" may be utilized should a Respondent fail to submit any of the information required in the submission of Volume 1, Volume 2, except those areas explicitly noted.

The proposal shall consist of the following parts:

A. Transmittal Letter – Volume 1, Tab 1

The proposal must contain a fully completed transmittal letter that meets the following criteria:

1. Submitted on the Respondent's letterhead;
2. Signed by an individual who has the authority to bind the Respondent;
3. Contain the Respondent's official name (the company name), address, telephone number, and email address;
4. Contain the name and title of the Respondent 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);
5. Contain the Respondent's Federal Employee Identification Number (including the State of Florida Vendor Sequence Number, if available). If not available, please make that statement, and the Department will collect the information prior to posting the Notice of Intended Award;

6. Contain the Respondent's DUNS Number, if applicable. If not applicable, please make that statement;
7. If the proposing entity is a "DBA" or "Doing Business As", the Respondent shall state the reason for it;
8. The Transmittal Letter must contain this exact 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 Request for Proposal for which this proposal is submitted";
9. The Transmittal Letter must contain this exact 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/contract by any federal department or agency." **If the Respondent is unable to certify to any part of this statement, such Respondent shall include an explanation in the Transmittal Letter.**
10. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that neither (insert Respondent's name) nor anyone acting on its behalf have contacted anyone, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Intended Award, excluding Saturday, 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 solicitation documents"; and,
11. The Transmittal Letter must contain this exact 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; is not listed on the Scrutinized Companies with Activities in Sudan List; is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not engaged in business operations in Syria; and, is not engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela. (pursuant to sections 215.472, 215.4725, 215.473, and 287.135, F.S.)".
12. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that the Attachment H – Budget submitted is complete, reflects reasonable costs for the service being proposed, and all costs are necessary to provide the proposed services. I understand that the Attachment H – Budget, which has been submitted by the date and time required in the RFP, will be evaluated on a pass/fail basis in accordance with Attachment F.

B. Cross Reference Table - Volume 1, Tab 1

In order to assist the Respondent in its development of a responsive proposal and to facilitate proposal evaluation by the Department, the Respondent shall provide a table that cross-references the contents of its proposal with the contents of the RFP. Please see Attachment O to this RFP for the cross-reference table. The Respondent shall insert the Attachment O in Volume 1, Tab 1, just after the Part A - Transmittal Letter. Remember to complete Attachment O in its entirety.

Respondents are advised that the Department's ability to conduct a thorough review of proposals is dependent on the Respondent's ability and willingness to submit proposals 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 the proposal's sections are properly and completely identified by citing all the applicable page numbers correlating to the requested documentation in Attachment O.

C. Drug-Free Workplace Certification & Tie Breaking Certifications – Volume 1, Tab 2

The proposal may contain the Drug-Free Workplace Certification 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 form is labeled as Attachment K. The Respondent may also submit Attachment S (Tie-Breaking Certifications), which is not mandatory.

D. Technical Proposal - Volume 1, Tab 3

**THIS SECTION IS SCORED AND ANY ERRORS OR OMISSIONS CANNOT BE WAIVED.**

The Technical Proposal (described below) shall be prepared in the format listed below formatted with one-inch margins top, bottom, and sides. Each Respondent shall limit the Technical Proposal's narrative to no more than sixty (60) consecutive pages. Pages submitted in excess of the specified limit for the Technical Proposal's narrative will be removed prior to evaluation and will not be evaluated. Any attachments, charts, photos, maps, diagrams, or other resource materials that support the information provided in the Technical Proposal shall be referenced within the Technical Proposal's narrative, included as exhibits or attachments to the Technical Proposal, and presented at the end of the Technical Proposal. Such exhibits or attachments shall not be counted in the sixty (60) page limitation established for the Technical Proposal.

The Technical Proposal package shall contain the following sections in the following sequence (**PLEASE NOTE THAT IT IS INSUFFICIENT FOR PROPOSALS TO MERELY RECITE OR REITERATE THE SERVICES TO BE SOUGHT**):

1. Introductory Statement  
This section should be an introductory statement of the general strategy and methodology that will be used to achieve the project goals.
2. Management Capability
  - a. Does the proposal describe the Respondent's company's management capability to manage/control the program?
  - b. Does the proposal describe the Respondent's organizational structure and provide an organizational chart and leadership staff qualifications that indicate sufficient qualified staff to perform the services required by the RFP?
  - c. Does the proposal describe the Respondent's corporate oversight and support to provide adequate oversight to each center?
  - d. Does the proposal describe the Respondent's proposed program's internal quality improvement process, which is utilized to identify problems and improve processes with the center?
  - e. Does the proposal describe the Respondent's capabilities to meet the requirements of Attachment B, Section XVI. Options? Did the Respondent define its capacity to respond to changes in Contract services?
3. Implementation Plan/Timeline
  - a. Does the proposal provide a detailed plan of implementation for services to be provided for the duration of the funding period?
  - b. Does the proposal provide a detailed timeframe of all proposed activities (including anticipated dates of start and completion) of Medical and Mental Health Services and deliverables listed in Attachment A, Section III., Services to be Provided?
4. Staffing/Personnel
  - a. Does the proposal outline the staffing and personnel structure?
  - b. Does the proposal identify the number and type of staff to perform Medical and Mental Health Services required management staff positions, and key personnel that are required for the resulting Contract?
  - c. Does the proposal describe professional qualifications and licensure of all management personnel and key personnel listed in the Staffing Levels section for all professional staff proposed, and current up to date registrations? If staff have not been determined/hired upon proposal submission, did the Provider provide a statement that the professional staff's license and State of Florida, Department of Health registration will be to the Department's Contract Manager prior to start of services?

- d. Does the proposal describe training required for staff to perform Medical and Mental Health Services required under the RFP?
- 5. Comprehensive Health and Medical Services
  - a. How well does the proposal describe the Respondent's approach to providing the Comprehensive Health and Medical Services required by this RFP?
  - b. Does the Respondent explicitly address all Department requirements specified in Attachment A-1?
  - c. Does the proposal demonstrate the Respondent's understanding of the major specific service tasks that must be carried out to deliver Comprehensive Health and Medical Services as specified in the RFP and the Department's Rule?
  - d. Does the proposal describe, in detail, the requirements of delivering the specific Medical and Mental Health Services tasks and/or sub-tasks that fall under each major task.
- 6. Mental Health and Substance Abuse Services
  - a. How well does the proposal describe the Respondent's approach to providing Mental Health and Substances Abuse Services required by this RFP?
  - b. Does the Respondent explicitly address all Department requirements specified in Attachment A-2?
  - c. Does the proposal demonstrate the Respondent's understanding of the major specific service tasks that must be carried out to deliver the Mental Health and Substances Abuse Services as specified in the RFP and the Department's Rule?
  - d. Does the proposal describe, in detail, the requirements of delivering the specific Mental Health and Substance Abuse Services tasks and/or sub-tasks that fall under each major task.
- 7. Psychiatric Services
  - a. How well does the proposal describe the Respondent's approach to providing the Psychiatric Services required by this RFP?
  - b. Does the Respondent explicitly address all Department requirements specified in Attachment A-3?
  - c. Does the proposal demonstrate the Respondent's understanding of the major specific service tasks that must be carried out to deliver Psychiatric Services as specified in the RFP and the Department's Rule?
  - d. Does the proposal describe, in detail, the requirements of delivering the specific Psychiatric Services tasks and/or sub-tasks that fall under each major task.
- 8. Telehealth Services
  - a. How well does the proposal describe the Respondent's approach to providing Telehealth Services required by this RFP?
  - b. Does the Respondent explicitly address all Department requirements and outlines the staffing and personnel structure for Telehealth Services as specified in Attachment A, Section III., A., 10, Attachment A-1 and Attachment A-3?
  - c. Does this section identify the number and type of staff to perform Telehealth Services, required management staff positions, and key personnel that are required for the resulting Contract? Does this section demonstrate the Respondent's understanding of the major specific service tasks that must be carried out to deliver Telehealth Services as specified in the RFP and Department's Rule?
- E. Financial Proposal – Volume 2
  - 1. Budget – Tab 1

- a. The Respondent shall complete and submit Attachment H.
  - b. The Attachment H must reflect proposed costs which are allowable, reasonable, and necessary to provide the proposed services.
  - c. Once the Department has accepted the Attachment H after evaluating it in accordance with Attachment F, the Attachment H shall not be altered without prior written approval from the Department.
  - d. Any projected cost not captured in the Attachment H will be the responsibility of the awarded Provider.
2. CMBE Utilization Plan – Tab 2  
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 of the RFP. 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-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.
3. Financial Viability Documentation – Tab 3
- a. It is required that the Respondent provide in Volume 2, under Tab 3, financial documentation, for either **Option #1 or Option #2** below sufficient to demonstrate its financial viability to perform the Contract resulting from this RFP (see Attachment F, I., B., 3., Financial Viability Evaluation Criteria). Documentation is reviewed on a pass/fail basis. If the Respondent fails to pass the option they selected, the proposal shall be rejected as non-responsive and not evaluated further. Failure to provide either option will result in disqualification of the proposal.
    - 1) Option #1: D & B Supplier Qualifier Report  
If selecting this option, the Respondent shall submit a copy of the D&B Supplier Qualifier Report reflecting a Supplier Evaluation Risk (SER) rating dated within sixty (60) days of the release of this RFP. 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 proposal 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 RFP, 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 RFP, 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 RFP. 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 the Department 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 proposal 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 resulting Contract to be issued pursuant to this RFP. 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; and

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 RFPs Proposal 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.

**F. Provider Performance – Volume 3**

**1. Certification of Experience - Tab 1**

It is required that the Respondent sign and submit a complete Attachment R (Certification of Experience). The Respondent must demonstrate two years of experience within the last five years of providing evaluations or professional clinical services to at-risk and/or delinquent youth.

**2. Client Contact List –Tab 2**

It is required that the Respondent submit an Attachment T (Client Contact List) with a minimum of three references. This list is required in order for the proposal to be complete.

b. The Attachment T must be completed and submitted with a minimum of three previous or current clients for whom the Respondent has provided evaluations or professional clinical services to at-risk and/or delinquent youth as described in Attachment A.

c. The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge.

d. The Department shall not provide a reference. If the Respondent has only provided these same or similar services to the Department, the Respondent is to include an attestation statement from the individual with authority to bind the Respondent in place of the Attachment T.

e. No faxes will be accepted for Attachment T. Only copies submitted electronically through the DJJ Bid Library are acceptable.

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

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

- A. Answers to the One Florida Initiative questions (found on page 2 of this RFP);
- B. Prospective Provider's State of Florida Vendor Sequence Number; and
- C. The name, title, address, telephone number, and e-mail address of the prospective Provider's Contract Manager. Note: this is not the Department's assigned Contract Manager.

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**ATTACHMENT C  
GENERAL INSTRUCTIONS TO RESPONDENTS – SPECIAL CONDITIONS**

**CONTENTS**

1. **Definitions**
2. **General Instructions**
3. **Submission of Proposals**
4. **Terms and Conditions**
5. **Questions**
6. **Conflict of Interest**
7. **Convicted Vendors**
8. **Discriminatory Vendors**
9. **Scrutinized Companies List**
10. **Respondent's Representation and Authorization**
11. **Performance Qualifications**
12. **Public Opening**
13. **Methodology for Agency Decision**
14. **Electronic Posting of Notice of Agency Decision**
15. **Firm Response**
16. **Clarifications/Revisions**
17. **Minor Irregularities/Right to Reject**
18. **Contract Formation**
19. **Contract Overlap**
20. **Public Records**
21. **Confidential, Proprietary, or Trade Secret Material**
22. **Protests**
23. **Captions and Numbering**
24. **Contact During Solicitation**
25. **Special Conditions**
26. **Cooperation with Inspector General**
27. **Unsuccessful Contract Award**

**1. DEFINITIONS**

The definitions found in Rule 60A-1.001, Florida Administrative Code (F.A.C.) shall apply to this agreement. The following additional terms are also defined:

- (a) "Department" means the Department of Juvenile Justice that has released the solicitation.
- (b) "Procurement Manager" means the Department's contracting personnel, as identified in the procurement.
- (c) "Prospective Provider" or "Provider" means the business organization or entity providing the services and commodities specified in the response to this Request for Proposals ("RFP").
- (d) "Respondent" means the entity that submits materials to the Department in accordance with these Instructions.
- (e) "Proposal" means the material submitted by the Respondent in answering the solicitation.

**2. GENERAL INSTRUCTIONS**

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.

**3. SUBMISSION OF PROPOSALS**

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

**4. TERMS AND CONDITIONS**

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

- (a) Technical Proposal Specifications;
- (b) Special Conditions;
- (c) Instructions to Respondents (Attachment C);

- (d) Instructions to Respondents (PUR 1001[1]);
- (e) General Conditions (PUR 1000[1]); and,
- (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 proposal. In submitting its proposal, 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 proposal, shall be grounds for rejecting a proposal.

**5. QUESTIONS**

Respondents shall address all questions to the Procurement Manager. Questions must be submitted according to the instructions in Attachment B of the solicitation.

**6. CONFLICT OF INTEREST**

This solicitation is subject to chapter 112, F.S. Respondents shall disclose within their proposal the name of any manager, 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.

**7. CONVICTED VENDORS**

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- (a) submitting a proposal on a contract to provide any goods or services to a public entity;
- (b) submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submitting a proposal on leases of real property to public entity;
- (d) being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- (e) transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017, F.S.

**8. DISCRIMINATORY VENDORS**

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not:

- (a) submit a proposal on a contract to provide any goods or services to a public entity;
- (b) submit a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit a proposal on leases or real property to a public entity;
- (d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and,
- (e) transact business with any public entity.

**9. SCRUTINIZED COMPANIES LIST**

In submitting a proposal, the Respondent certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel; or on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; engaged in business operations in Syria pursuant to section 287.135, F.S., or engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela pursuant to s. 215.472(3). The Department may, at its option, terminate the Contract if the Provider is found to have submitted a false certification as provided under subsection 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or to be engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela.

**10. RESPONDENT'S REPRESENTATION AND AUTHORIZATION**

In submitting a proposal, each Respondent understands, represents, and acknowledges the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its proposal a written explanation of why it cannot do so):

- (a) The Respondent is not currently under suspension or debarment by the State or any other governmental authority;
- (b) To the best of the knowledge of the person signing the proposal, the Respondent, its affiliates, subsidiaries, directors, managers, and employees have not in the last ten years been convicted or found liable for any act prohibited by law in any public contract;
- (c) The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under the contract resulting from this solicitation and/or any other contract;
- (d) The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal;
- (e) The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximated, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening;
- (f) The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in paragraph 287.133(1)(a), F.S.), and all directors, managers and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract. This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company;
- (g) Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, manager, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - 1) Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged with: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal or state or local government transaction or public contract; violation of antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - 2) Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default;
- (h) The product offered by the Respondent will conform to the specifications without exception;
- (i) The Respondent has read and understands the Contract terms and conditions (Attachment G), and the submission is made in conformance with those terms and conditions;
- (j) If an award is made to the Respondent, the Respondent agrees to be legally bound to the Contract that is formed with the State;
- (k) The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the proposal;
- (l) The Respondent shall indemnify, defend and hold harmless the Department and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the Respondent's preparation of its proposal; and,
- (m) All information provided by and representations made by the Respondents are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the proposal. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

**11. PERFORMANCE QUALIFICATIONS**

The Department reserves the right to investigate or inspect at any time whether the services, qualifications, or facilities offered by a Respondent meet the anticipated Contract requirements. The Respondent shall at all times during the resulting Contract term remain responsive and responsible. The Respondent must be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the delivery of services. If the Department determines that the conditions of the solicitation documents are not complied with, or that the services proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may reject the proposal. The Respondent may be disqualified from receiving awards if the Respondent, or anyone in the Respondent's employment, has previously failed to perform satisfactorily in connection with public competitive solicitations or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the resulting Contract, but should the Department elect to do so, the Respondent is not relieved from fulfilling all resulting Contract requirements.

**12. PUBLIC OPENING**

Proposals shall be opened on the date, time, and at the location indicated in Attachment B. Respondents may, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to subsection 119.07(6), F.S. Any person requiring a special accommodation because of a disability should contact the Procurement Manager at least five workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Department by using the Florida Relay Service at (800) 955-8771 (TDD).

**13. METHODOLOGY FOR AGENCY DECISION**

As per 287.057(1)(b)4., F.S., "the Contract shall be awarded by written notice to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the request for proposals."

The Department will use the following information to determine Contract award:

- (a) Technical Proposal Cumulative Score (as outlined in Attachments F and P);
- (b) The reference checks conducted by the Department, using the contacts provided by the Respondent in the Client Contact List, result in positive recommendations about the Respondent (Attachment T);
- (c) Relevant Experience with Current/Recent DJJ Contract is met – Yes/No (Attachment C);
- (d) Meets Financial Proposal Evaluation Criteria (see Attachments B, F, and H).

**14. ELECTRONIC POSTING OF NOTICE OF AGENCY DECISION**

On or about the date indicated in Attachment B, the Department shall electronically post a notice of intended award at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Department shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within seventy-two (72) hours after the electronic posting. The Department shall not provide tabulations or notices of award by telephone.

**15. FIRM RESPONSE**

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

**16. CLARIFICATIONS / REVISIONS**

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 proposal.

**17. MINOR IRREGULARITIES / RIGHT TO REJECT**

The Department reserves the right to accept or reject any and all proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines

that doing so will serve the State's best interests. The Department may reject any proposal not submitted in the manner specified by the solicitation documents.

**18. CONTRACT FORMATION**

The Department shall issue a notice of award, if any, to the successful Respondent(s) by posting on the Vendor Bid System; however, no Contract shall be formed between the Respondent and the Department until the Department signs the Contract. The Department shall not be liable for any costs incurred by a Respondent in preparing or producing its proposal or for any work performed before the Contract is effective.

**19. CONTRACT OVERLAP**

Respondents shall identify any services covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Provider authorizes the Department to eliminate duplication between agreements in the manner the Department deems to be in its best interest.

**20. PUBLIC RECORDS**

Article 1, Section 24, Florida Constitution, guarantees every person access to public records. Florida law generously defines what constitutes a public record in section 119.07, F.S. As such, all proposals to a competitive solicitation are public records unless exempt by law.

**21. CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL**

The Department takes its public records responsibilities, as provided under chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If the Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, F.S., the Florida Constitution or other authority, the Respondent must also simultaneously provide the Department with a separate redacted copy of its proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the 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 proposal to the solicitation in the DJJ Bid Library 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 proposal 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 Respondent's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Respondent fails to submit a Redacted Copy with its proposal in the DJJ Bid Library, 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.

**22. PROTESTS**

Any protest concerning this solicitation shall be made in accordance with subsections 120.57(3) and 287.042(2), F.S., and Rule 28-110, F.A.C. 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 those specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

- (a) Paragraph 120.57(3)(b), F.S., and Rule 28-110.003, F.A.C., 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) Paragraph 120.57(3)(a), F.S., requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S."
- (c) Rule 28-110.005, F.A.C., requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S."

**23. CAPTIONS AND NUMBERING**



The captions, section numbers, article numbers, title and headings appearing in this solicitation 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 affect this solicitation and shall not be construed to create a conflict with the provisions of this solicitation.

**24. CONTACT DURING SOLICITATION**

Pursuant to subsection 287.057(23), F.S.: "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 officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

**25. SPECIAL CONDITIONS**

Pursuant to Rule 60A-1.002(7), F.A.C., 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.

**26. 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 proposal to this solicitation, the Respondent acknowledges its understanding and willingness to comply with this requirement.

**27. UNSUCCESSFUL CONTRACT AWARD**

After award, should the awarded Respondent(s) fail to update, revise, or otherwise alter its original response submission correctly or in a timely manner (including all attachments and exhibits not scored), the Department reserves the right to cease drafting the resulting Contract with the first awarded Respondent and move to the next highest ranked Respondent(s), without having to post another Notice of Award.

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**ATTACHMENT F - EVALUATION CRITERIA**

## I. Maximum Possible Points

<b>WRITTEN REPLY EVALUATION CRITERIA</b>	<b>Maximum Possible Points per Section</b>
1. Transmittal Letter	0
Written Narrative Reply	
2. Management Competencies and Capabilities	160
3. Implementation Plan / Timeline	75
4. Staffing/Professional Qualifications	200
5. Comprehensive Health and Medical Services	250
6. Mental Health and Substance Abuse Services	250
7. Psychiatric Services	250
8. Telehealth	150
<b>Total Maximum Points Available for Written Narrative Reply</b>	<b>1335</b>

II. Evaluation Criteria

This RFP contains requirements that are specified in Attachment B, Section V. Failure to meet these requirements may result in a proposal not being evaluated and rejected as non-responsive. Evaluation and review of the Respondent's proposal will be based solely on the Volumes 1 and 2 unless otherwise noted in this RFP.

The Department will use the following methods to score the relevant section of the Respondent's proposal.

A. Technical Proposal

- The Technical Proposal's sections will be evaluated by a minimum of three Department employees serving as evaluators. They will independently score these sections based on the requirements of the RFP on a 0-5 scale.

Use the following rating scores to rate the evaluation question:		AWARD CRITERIA
RATING	SCORE	EVALUATION DESCRIPTION
Excellent	5	The proposal exceeds all technical specifications and requirements for the service component specified. The approach is innovative, comprehensive, and complete in every detail.
Very Good	4	The proposal meets all technical specifications and requirements for the component specified. The approach is comprehensive and complete in every detail. The proposal approach contains some innovative details for some of the components specified.
Adequate	3	The proposal meets all technical specifications and requirements for the component specified.
Poor	2	The proposal does not meet all technical specifications and requirements for the component specified, or it demonstrates minimum understanding of the requirements for the component specified.

Unsatisfactory	1	The proposal fails to demonstrate the Provider's understanding of the requirements for the component specified or the ability to provide the service.
Not Addressed	0	The Provider's proposal does not address the service component(s) specified, or the evaluator is not able to locate the information in the Provider's proposal.

2. Evaluators will score technical proposals based on the information provided in response to the criteria outlined in Attachment P.

**B. Financial Proposal - Evaluation Criteria**

1. The Attachment H – Budget will be evaluated by the Department for the following criteria:
  - a. The Grand Total (Total Contract Amount) in Attachment H – Budget is at, or under, the maximum amount listed in the Attachment B, Section XIV., Total Maximum Contract Dollar Amount.
  - b. Staff listed in the Attachment H – Budget includes all staff listed in Attachment A, Section III., D., Staff/Personnel.
2. A Respondent must meet **all** of the criteria in 1., above, in order to “pass” the evaluation of the financial proposal. Failure of a Respondent to meet all of the above criteria shall result in a “fail” status, and the proposal shall be deemed non-responsive and not moved forward for the evaluation and scoring of the technical proposal.
3. Once an Attachment H – Budget has passed the evaluation, the Department may request the Respondent to correct errors or omissions not related to the evaluated criteria stated above, and/or respond to concerns identified by the Department relating to the proposed costs and/or narrative provided in the Attachment H - Budget. The Respondent is required to submit the corrected Attachment H – Budget, and answer any questions concerning the Attachment H – Budget, within the timeframe established by the Department.
4. The Department reserves the right to require changes to the Attachment H – Budget after the Department has reviewed the proposed costs for being allowable, reasonable, and necessary.
5. Should a Respondent fail to capture a proposed cost in the Attachment H – Budget that is essential for successful operation of the services being procured by this RFP, the Department requires the Respondent to assume responsibility for any errors or omissions related to the proposed cost. The Department may ask the Respondent to reflect such a cost in the Attachment H – Budget as a “Matching / In-Kind Fund”.

**C. Application of Points**

To determine the highest scoring Respondent, the Respondent with the highest Maximum Overall Points for the technical proposal will be ranked first, the Respondent with the second highest Maximum Overall Points for the technical proposal will be ranked second, etc.

**D. Financial Viability Evaluation Criteria**

- a. It is required that the Respondent submits financial documentation, as described in Attachment B, Section XX, E., 3., of this RFP, that is sufficient to demonstrate its financial viability to perform the Contract(s) resulting from this RFP. Documentation is reviewed on a **PASS/FAIL** basis. If the Respondent fails to pass the option they selected, the proposal 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 RFP.
  - 1) Option #1 D & B Supplier Evaluation Risk (SER) Evaluation Criteria

D&B SER score must be  $\leq 5$  (on a scale of 1-10). The SER score is provided by D & B on the SQR which must be requested by the Respondent.

2) Option #2 Financial Audit Documentation Criteria

A Certified Public Accountant (CPA) employed by the Department will review the Respondent's financial documentation and assess all of the following criteria. At least two of the following four 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 RFP.
- d) Total equity:  $\geq 10\%$  of minimum sales or revenue as determined in c) above.

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**ATTACHMENT G**  
**SAMPLE CONTRACT**

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

**ATTACHMENT G IS FOR INFORMATIONAL PURPOSES ONLY AND WILL BE CHANGED AND COMPLETED AFTER THE POSTING OF THE NOTICE OF INTENDED AWARD.**

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**ATTACHMENT O  
CROSS REFERENCE TABLE**

<b>RFP DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)</b>		<b>LOCATION IN PROPOSAL (TO BE COMPLETED IN ITS ENTIRETY BY RESPONDENT)</b>	
<b>SECTION/PART</b>	<b>SUBJECT</b>	<b>PAGE NUMBERS</b>	<b>SECTIONS/PARTS</b>
<b>GENERAL PROPOSAL REQUIREMENTS</b>			
Attachment B, Section XX., A.	Transmittal Letter		
Attachment B, Section XX., B.	Attachment O – Cross Reference Table		
Attachment B, Section XX., C.	Attachment K - Certificate of Drug-Free Workplace & Attachment S – Tie Breaking Certifications		
Attachment B, Section XX., E., 1.	Attachment H – Budget		
Attachment B, Section XX., E., 2.	CMBE Utilization Plan		
Attachment B, Section XX., E., 3. and Attachment F, II., D.	Financial Viability Documentation		
Attachment B, Section XX., F., 1.	Attachment R – Certification of Experience		
Attachment B, Section XX., F., 2.	Attachment T – Client Contact List (minimum of three required)		
<b>TECHNICAL PROPOSAL</b>			
*PLEASE NOTE: The Respondent is requested to provide evidence of existing documentation (plans, resumes, charts, etc.) as requested in this cross-reference table and addressed below. If evidentiary documentation is not currently available, provide evidence of intent or plan to implement and identify as such. This will include proposed plans, schedules, proposed staff contracts, job description etc. Include all relevant information that will assist DJJ in evaluating your technical proposal. Failure to provide information as requested may result in 0 points being assessed for that portion of the technical proposal evaluation. If the Respondent			

is selected for Contract award, the proposed service and all elements thereof will be incorporated by reference into the resulting Contract, unless they do not otherwise meet the terms and conditions of this RFP.

<b>CATEGORY 1: INTRODUCTORY STATEMENT</b>			
Attachment B, Section XX., D., 1.	This section should be an introductory statement of the general strategy and methodology that will be used to achieve the project goals. There are no points awarded for Category #1.		
<b>CATEGORY #2: MANAGEMENT COMPETENCIES AND CAPABILITIES</b>			
Attachment B, Section XX., D., 2. a.	Does the proposal describe the Respondent's company's management capability to manage/control the program?		
Attachment B, Section XX., D., 2. b.	Does the proposal describe the Respondent's organizational structure and provide an organizational chart and leadership staff qualifications that indicate sufficient qualified staff to perform the services required by the RFP?		
Attachment B, Section XX., D., 2. c.	Does the proposal describe the Respondent's corporate oversight and support to provide adequate oversight to each center?		
Attachment B, Section XX., D., 2. d.	Does the proposal describe the Respondent's proposed program's internal quality improvement process, which is utilized to identify problems and improve processes with the center?		
Attachment B, Section XX., D., 2. e.	Does the proposal describe the Respondent's capabilities to meet the requirements of Attachment B, Section XVI., Options? Did the Respondent define its capacity to respond to changes in Contract services?		
<b>CATEGORY #3: IMPLEMENTATION PLAN/TIMELINE</b>			
Attachment B, Section XX., D., 3., a.	Does the proposal provide a detailed plan of implementation for services to be provided for the duration of the funding period?		
Attachment B, Section XX., D., 3., b.	Does the proposal provide a detailed timeframe of all proposed activities (including anticipated dates of start and completion) of Medical and Mental Health Services and deliverables listed in Attachment A, Section III., Services to be Provided?		
<b>CATEGORY #4: STAFFING/PERSONNEL</b>			
Attachment B, Section XX., D., 4., a.	Does the proposal outline the staffing and personnel structure?		

<p>Attachment A-1, Section II., A., 7.; Attachment A-2, Section II., B., 7.; and Attachment B, Section XX., D., 4., b.</p>	<p>Does the proposal identify the number and type of staff to perform Medical and Mental Health Services required management staff positions, and key personnel that are required for the resulting Contract?</p>		
<p>Attachment A-1, Section II., A., 5.; Attachment A-2, Section II., B., 3.; and Attachment B, Section XX., D., 4., c.</p>	<p>Does the proposal describe professional qualifications and licensure of all management personnel and key personnel listed in the Staffing Levels section for all professional staff proposed, and current up to date registrations? If staff have not been determined/hired upon proposal submission, did the Provider provide a statement that the professional staff's license and State of Florida, Department of Health registration will be to the Department's Contract Manager prior to start of services?</p>		
<p>Attachment B, Section XX., D., 4., d.</p>	<p>Does the proposal describe training required for staff to perform Medical and Mental Health Services required under the RFP?</p>		
<p><b>CATEGORY #5: COMPREHENSIVE HEALTH AND MEDICAL SERVICES</b></p>			
<p>Attachment B, Section XX., D., 5., a.</p>	<p>How well does the proposal describe the Respondent's approach to providing the Comprehensive Health and Medical Services required by this RFP?</p>		
<p>Attachment B, Section XX., D., 5., b.</p>	<p>Does the Respondent explicitly address all Department requirements specified in Attachment A-1?</p>		
<p>Attachment A-1, Section II., A. and Attachment B, Section XX., D., 5., c.</p>	<p>Does the proposal demonstrate the Respondent's understanding of the major specific service tasks that must be carried out to deliver Comprehensive Health and Medical Services as specified in the RFP and the Department's Rule?</p>		
<p>Attachment A-1, Section II., A. and</p>	<p>Does the proposal describe, in detail, the requirements of delivering the specific Medical and Mental Health Services tasks and/or sub-tasks that fall under each major task?</p>		



Attachment B, Section XX., D., 5., d.			
	<b>CATEGORY #6 MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
Attachment B, Section XX., D., 6. a.	How well does the proposal describe the Respondent's approach to providing Mental Health and Substances Abuse Services required by this RFP?		
Attachment B, Section XX., D., 6. b.	Does the Respondent explicitly address all Department requirements specified in Attachment A-2?		
Attachment A-2, Section II., A. and Attachment B, Section XX., D., 6. c.	Does the proposal demonstrate the Respondent's understanding of the major specific service tasks that must be carried out to deliver the Mental Health and Substances Abuse Services as specified in the RFP and the Department's Rule?		
Attachment A-2, Section II., A. and Attachment B, Section XX., D., 6. d.	Does the proposal describe, in detail, the requirements of delivering the specific Mental Health and Substances Abuse Services tasks and/or sub-tasks that fall under each major task?		
	<b>CATEGORY #7 PSYCHIATRIC SERVICES</b>		
Attachment B, Section XX., D., 7., a.	How well does the proposal describe the Respondent's approach to providing Psychiatric Services required by this RFP?		
Attachment B, Section XX., D., 7., b.	Does the Respondent explicitly address all Department requirements specified in Attachment A-3?		
Attachment A-3, Section II., A. and Attachment B, Section XX., D., 7., c.	Does the proposal demonstrate the Respondent's understanding of the major specific service tasks that must be carried out to deliver Psychiatric Services as specified in the RFP and the Department's Rule?		
Attachment A-3, Section II., A. and	Does the proposal describe, in detail, the requirements of delivering the specific Psychiatric Services tasks and/or sub-tasks that fall under each major task?		

Attachment B, Section XX., D., 7., d.			
<b>CATEGORY #8 TELEHEALTH SERVICES</b>			
Attachment B, Section XX., D., 8., a.	How well does the proposal describe the Respondent's approach to providing Telehealth Services required by this RFP?		
Attachment A, Section II., A., 10. and Attachment B, Section XX., D., 8., b.	Does the Respondent explicitly address all Department requirements and outlines the staffing and personnel structure for Telehealth Services as specified in Attachment A, Section III., A., 10, Attachment A-1 and Attachment A-3?		
Attachment A, Section II., A., 10. and Attachment B, Section XX., D., 8., c.	Does this section identify the number and type of staff to perform Telehealth Services, required management staff positions, and key personnel that are required for the resulting Contract? Does this section demonstrate the Respondent's understanding of the major specific service tasks that must be carried out to deliver Telehealth Services as specified in the RFP and Department's Rule?		

**ATTACHMENT P  
EVALUATION QUESTIONS/CONSIDERATIONS  
COMPREHENSIVE MEDICAL AND MENTAL HEALTH LAB SERVICES**

**CATEGORY #1: Introductory Statement**

This section should be an introductory statement of the general strategy and methodology that will be used to achieve the project goals. This section is not scored.

**CATEGORY #2: Management Competencies and Capabilities**

How well does the proposal describe the Respondent's management competencies and capabilities?

*Consideration 2.1:* Does the proposal describe the Respondent's company's management capability to manage/control the program?

*(Weighted: 7      Max Pts: 35)*

*Consideration 2.2:* Does the proposal describe the Respondent's organizational structure and provide an organizational chart with leadership staff qualifications to indicate sufficient qualified staff to perform the services required by the RFP?

*(Weighted: 6      Max Pts: 30)*

*Consideration 2.3:* Does the proposal describe the Respondent's corporate oversight and support to provide adequate oversight to each center?

*(Weighted: 6      Max Pts: 30)*

*Consideration 2.4:* Does the proposal describe the Respondent's proposed program's internal quality improvement process, which is utilized to identify problems and improve processes with the center?

*(Weighted: 6      Max Pts: 30)*

*Consideration 2.5:* Does the proposal describe the Respondent's capabilities to meet the requirements of Attachment B, Section XVI. Options? Did the Respondent define its capacity to respond to changes in Contract services?

*(Weighted: 7      Max Pts: 35)*

**CATEGORY #3: Implementation Plan/Timeline**

To what extent does the proposal outline the proposed implementation plan?

*Consideration 3.1:* Does the proposal provide a detailed plan of implementation for services to be provided for the duration of the funding period?

*(Weighted: 9      Max Points: 45)*

*Consideration 3.2:* Does the proposal provide a detailed timeframe of all proposed activities (including anticipated dates of start and completion) of Medical and Mental Health Services and deliverables listed in Attachment A, Section III., Services to be Provided?

*(Weighted: 6      Max Points: 30)*

**CATEGORY #4: Staffing/Personnel**

How well does the proposal outline the staffing and personnel structure?

*Consideration 4.1:* Does the proposal outline the staffing and personnel structure?

*(Weighted: 10      Max Points: 50)*

*Consideration 4.2:* Does the proposal identify the number and type of staff to perform Medical and Mental Health Services required management staff positions, and key personnel that are required for the resulting Contract?

*(Weighted: 10      Max Points 50)*

*Consideration 4.3:* Does the proposal describe professional qualifications and licensure of all management personnel and key personnel listed in the Staffing Levels section for all professional staff proposed, and current up to date registrations? If staff have not been determined/hired upon proposal submission, did the Provider provide a statement that the professional staff's license and State of Florida, Department of Health registration will be to the Department's Contract Manager prior to start of services?

(Weighted: 10 Max Points: 50)

*Consideration 4.4:* Does the proposal describe training required for staff to perform Medical and Mental Health Services required under the RFP?

(Weighted: 10 Max Points: 50)

#### **CATEGORY #5: Comprehensive Health and Medical Services**

How well does the proposal describe the Comprehensive Health and Medical Services to be provided?

*Consideration 5.1:* How well does the proposal describe the Respondent's approach to providing the Comprehensive Health and Medical Services required by this RFP?

(Weighted: 10 Max Points: 50)

*Consideration 5.2:* Does the Respondent explicitly address all Department requirements specified in Attachment A-1?

(Weighted: 10 Max Points: 50)

*Consideration 5.3:* Does the proposal demonstrate the Respondent's understanding of the major specific service tasks that must be carried out to deliver Comprehensive Health and Medical Services as specified in the RFP and the Departments Rule?

(Weighted: 10 Max Points: 50)

*Consideration 5.4:* Does the proposal describe, in detail, the requirements of delivering the specific Medical and Mental Health Services tasks and/or sub-tasks that fall under each major task.

(Weighted: 20 Max Points: 100)

#### **CATEGORY #6: Mental Health and Substance Abuse Services**

How well does the proposal describe the Mental Health and Substances Abuse Services to be provided?

*Consideration 6.1:* How well does the proposal describe the Respondent's approach to providing Mental Health and Substances Abuse Services required by this RFP?

(Weighted: 10 Max Points: 50)

*Consideration 6.2:* Does the Respondent explicitly address all Department requirements specified in Attachment A-2?

(Weighted: 10 Max Points: 50)

*Consideration 6.3:* Does the proposal demonstrate the Respondent's understanding of the major specific service tasks that must be carried out to deliver the Mental Health and Substances Abuse Services as specified in the RFP?

(Weighted: 10 Max Points: 50)

*Consideration 6.4:* Does the proposal describe, in detail, the requirements of delivering the specific Mental Health and Substances Abuse Services tasks and/or sub-tasks that fall under each major task.

(Weighted: 20 Max Points: 100)

#### **CATEGORY #7: Psychiatric Services**

How well does the proposal describe the Psychiatric Services to be provided?

*Consideration 7.1:* How well does the proposal describe the Respondent's approach to providing Psychiatric Services required by this RFP?

(Weighted: 10 Max Points: 50)

*Consideration 7.2:* Does the Respondent explicitly address all Department requirements specified in Attachment A-3?

(Weighted: 10 Max Points: 50)

*Consideration 7.3:* Does the proposal demonstrate the Respondent's understanding of the major specific service tasks that must be carried out to deliver Psychiatric Services as specified in the RFP?

(Weighted: 10 Max Points: 50)

*Consideration 7.4:* Does the proposal describe, in detail, the requirements of delivering the specific Psychiatric Services tasks and/or sub-tasks that fall under each major task.

(Weighted: 20 Max Points: 100)

**CATEGORY #8: Telehealth Services**

How well does the proposal describe the Telehealth Services to be provided?

*Consideration 3.1:* How well does the proposal describe the Respondent's approach to providing Telehealth Services required by this RFP?

(Weighted: 10 Max Points: 50)

*Consideration 3.2:* Does the Respondent explicitly address all Department requirements and outlines the staffing and personnel structure for Telehealth Services as specified in Attachment A, Section III., A., 10, Attachment A-1 and Attachment A-3?

(Weighted: 10 Max Points: 50)

*Consideration 3.3:* Does this section identify the number and type of staff to perform Telehealth Services, required management staff positions, and key personnel that are required for the resulting Contract? Does this section demonstrate the Respondent's understanding of the major specific service tasks that must be carried out to deliver Telehealth Services as specified in the RFP and Department's Rule?

(Weighted: 10 Max Points: 50)

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**ATTACHMENT R  
CERTIFICATION OF EXPERIENCE**

**RFP #10701**

THIS 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 PROPOSAL.

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

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

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

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

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

NUMBER OF YEARS PROVIDING EVALUATIONS OR PROFESSIONAL CLINICAL SERVICES TO AT-RISK YOUTH (PUBLIC AND OR PRIVATE): \_\_\_\_\_

LIST ENTITIES FOR WHOM THE COMPANY HAS PROVIDED EVALUATIONS OR PROFESSIONAL CLINICAL SERVICES TO AT-RISK YOUTH WITHIN THE LAST FIVE YEARS AND THE DATES OF PERFORMANCE (RESPONDENT MUST DEMONSTRATE TWO YEARS EXPERIENCE WITHIN THE LAST FIVE YEARS):  
\_\_\_\_\_

IF SERVICES PROVIDED TO THE DEPARTMENT:

A. THIS SECTION IS TO BE COMPLETED BY RESPONDENTS CURRENTLY PROVIDING SERVICES TO AT-RISK AND/OR JUVENILE DELINQUENT POPULATIONS SIMILAR TO SERVICES AS SPECIFIED IN THIS RFP FOR THE DEPARTMENT FOR AT LEAST THE LAST SIX CONSECUTIVE MONTHS:

CURRENT DEPARTMENT CONTRACT / RATE AGREEMENT NUMBER UNDER WHICH  
RESPONDENT IS PROVIDING SERVICES:  
\_\_\_\_\_

DATE SERVICES BEGAN FOR THE ABOVE CONTRACT / RATE AGREEMENT:  
\_\_\_\_\_

B. THIS SECTION IS TO BE COMPLETED BY RESPONDENTS WHO HAVE PROVIDED SERVICES TO AT-RISK AND/OR JUVENILE DELINQUENT POPULATIONS SIMILAR TO SERVICES AS SPECIFIED IN THIS RFP FOR THE DEPARTMENT WITHIN THE LAST TWO YEARS FROM THE DATE OF RFP ISSUANCE:

PREVIOUS DEPARTMENT CONTRACT / RATE AGREEMENT NUMBER UNDER WHICH THE  
RESPONDENT PROVIDED SERVICES: \_\_\_\_\_

DATE SERVICES BEGAN FOR THE ABOVE CONTRACT / RATE AGREEMENT: \_\_\_\_\_

I \_\_\_\_\_, CERTIFY THAT THE RESPONDENT KNOWN AS  
\_\_\_\_\_ HAS AT LEAST \_\_\_\_ YEARS EXPERIENCE WITHIN THE

LAST FIVE (5) YEARS RELEVANT TO THE PROVISION OF SERVICES TO AT-RISK AND/OR DELINQUENT YOUTH.

SIGNATURE: \_\_\_\_\_

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

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

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

**ATTACHMENT T  
CLIENT CONTACT LIST**

**RFP #10701**

**THE DEPARTMENT SHALL NOT PROVIDE A REFERENCE. THE FORM SHALL BE SUBMITTED WITH THE PROPOSAL UNDER VOLUME 3, TAB 2.**

**CLIENT 1:**

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

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

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

**OFFICE TELEPHONE NUMBER:** \_\_\_\_\_ **OFFICE E-MAIL:** \_\_\_\_\_

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

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

**CLIENT 2:**

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

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

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

**OFFICE TELEPHONE NUMBER:** \_\_\_\_\_ **OFFICE E-MAIL:** \_\_\_\_\_

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

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

**CLIENT 3:**

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

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

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

**OFFICE TELEPHONE NUMBER:** \_\_\_\_\_ **OFFICE E-MAIL:** \_\_\_\_\_

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

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

**CLIENT 4:**

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

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

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

**OFFICE TELEPHONE NUMBER:** \_\_\_\_\_ **OFFICE E-MAIL:** \_\_\_\_\_



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

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

**EXHIBIT 6**  
**ESSENTIAL (KEY/CRITICAL) POSITION VACANCIES**  
**(TO BE COMPLETED BY RESPONDENT)**

Notification of any staff vacancy, substituted, or changes for a key position identified in a contract must be sent to the Department's Contract Manager and OHS regional staff/directors no later than forty-eight (48) hours after said action (Please refer to contract for list of essential positions).

A position is considered vacant when there is no staff permanently filling that position or is an absence for the time required by statute for services to be provided. Even if the services for that position are temporarily being absorbed or filled/covered by other staff, the position is still considered vacant.

Complete this form for each vacant essential position and forward to the Department's Contract Manager. The Department will evaluate the impact of the vacancy and respond accordingly.

Center Name:

Provider Name:

Key Position Title:

Date of Vacancy:

Reason for Vacancy:

Outline Plan to Ensure Contractual Services Are Provided:

Timeline by Which the Position Will Be Permanently Filled:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed by Regional OHS staff

\_\_\_\_\_  
Date

**EXHIBIT 7  
TELEHEALTH REPORT**

CONTRACT #: \_\_\_\_\_ CONTRACT MANAGER: \_\_\_\_\_

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

PROVIDER NAME: \_\_\_\_\_ INVOICE MONTH: \_\_\_\_\_

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

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

**INSTRUCTIONS**  
**PROVIDER: Complete this form monthly and submit along with your regular invoice to ensure prompt payment.**

	DATE OF EACH TELEHEALTH SERVICE	DETENTION FACILITY	SPECIFIC TYPE OF TELEHEALTH SERVICE
<i>example</i>	<i>1/15/2022</i>	<i>Brevard RJDC</i>	<i>Telepsychiatry – Psychiatric Evaluation</i>
1			
2			
3			
4			
5			

**PROVIDER CERTIFICATION: I certify that the above information is true and correct to the best of my knowledge.**

PROVIDER SIGNATURE: \_\_\_\_\_ TITLE \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_