Date: June 24, 2020

Subject: Department of Juvenile Justice (Department or DJJ) Solicitation #10685 - Delivery of

Parenting with Love and Limits (PLL) to youth who are classified as conditional release

or post-commitment probation in the Department's North and Central Regions.

Request for

Proposal: The Department is seeking proposals to deliver the evidence-based curriculum

Parenting with Love and Limits (PLL) as part of the Department's Redirections program in Circuit 4 (Duval, Clay and Nassau Counties) in the North Region and Circuit 10 (Polk, Hardee and Highlands Counties) in the Central Region. All PLL services shall be provided in accordance with the PLL license and model curriculum requirements and shall follow, to the extent practicable, the existing protocols and service delivery methods set forth by the modality and included in the Attachment A, Services Sought. PLL services shall address the youth's problematic behavioral and/or emotional functioning, interactions and family dynamics that contributed to the youth's placement on conditional release or post-commitment probation and shall permit youth to fulfill

required sanctions.

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 Reference¹

PUR 1001[1] General Instructions to Respondents - Incorporated by Reference¹

Attachment A Services Sought

Attachment B General Instructions for the Preparation and Submission of Proposals

Attachment C **Special Conditions**

Attachment D Reserved Reserved Attachment E

Evaluation Criteria Attachment F

Sample Vendor Contract² Attachment G Budget (RFP 10685)3 (NEW) Attachment H Supplier Qualifier Report Request³ Attachment I

Attachment J Reserved

Drug-Free Workplace Certification² Attachment K

Attachment L Reserved

Notice of Intent to Attend Solicitation Conference³ Attachment M

Attachment N Notice of Intent to Submit a Proposal³ Attachment O RFP Proposal Cross Reference Table Written Evaluation Questions/Considerations Attachment P

Attachment Q Proposal Verification Form³ Certification of Experience Attachment R Tie Breaking Certifications³ Attachment S

Attachment T Client Contact List

Attachment U Florida Certified Minority Business Enterprise (CMBE) Subcontracting Utilization

Plan²

Exhibit 1 Invoice4

Exhibit 2 Youth Census Report4

Exhibit 3 Florida Minority Business Enterprise (MBE) Utilization Report⁴

¹ Available at:

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources /purchasing forms

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:

- The twelve (12) month period shall begin with the effective date of termination for cause, as 1) delineated in the termination letter from the Department.
- If terminated for cause in the last twelve (12) month period preceding the Date Written Proposals 2) Are Due and Opened for this solicitation, the Respondent shall be ruled disgualified and therefore ineligible to submit a response to the solicitation.
- If terminated for cause in the last twelve (12) month period preceding the Notice of Intended Award 3) 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:

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

Version: 8 Rev 06-12-20

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

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

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

Sincerely,

Michele Cunniff, 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) 717-2603

Fax: (850) 414-1625

E-Mail Address: Michele.Cunniff@djj.state.fl.us

ATTACHMENT A SERVICES SOUGHT

I. GENERAL DESCRIPTION

- A. <u>General Description</u>
 - The Respondent shall deliver the evidence-based curriculum Parenting with Love and Limits (PLL) as part of the Department's Redirections program in Circuit 10 (Polk, Hardee and Highlands Counties) in the Central Region and in Circuit 4 (Duval, Clay and Nassau County) in the North Region. All PLL services shall be provided in accordance with the PLL license and model curriculum requirements and shall follow, to the extent practicable, the existing protocols and service delivery methods set forth by the modality and included in this Attachment A. PLL services shall address the youth's problematic behavioral and/or emotional functioning, interactions and family dynamics that contributed to the youth's placement on conditional release or post-commitment probation and shall permit youth to fulfill required sanctions.
 - 2. PLL services are for youth and their families and have a maximum service duration of 180 days from intake to discharge. Services can be provided to girls and/or boys. From start to finish, the PLL team consisting of a full-time Master's level therapist and a full-time Bachelor's level case manager, plus a part-time clinical supervisor, creates a continuum of care, joining with Department workers, community leaders, judges, and especially youth and their families to quickly and efficiently change youth behavior and prevent youth from entering out-of-home care. Defining characteristics of PLL are its ability to:
 - a. Engage parent(s)/guardian(s) from the day youth are accepted into a cohort through strategic Motivational Interviewing (MI) and parent/guardian coaching groups. Timing is pivotal, and PLL recognizes that in order for the youth to be successful, the entire family must be engaged from the beginning.
 - b. Combine parent/guardian/youth coaching groups and individualized family therapy. Parents/guardians learn from parents/guardians and youth learn from youth while attending group coaching sessions. Individual family therapy affords the opportunity to further hone their skills and change their behaviors.
 - c. Travel to the family's home for in-person family therapy sessions and case management services.
 - 3. PLL integrates multi-family group and individualized family/youth therapy sessions to treat children and adolescents aged ten (10) eighteen (18) who have severe emotional and behavioral problems (e.g. conduct disorder, oppositional defiant disorder, and attention deficit/hyperactivity disorder) and frequently co-occurring problems such as depression, alcohol or drug use, chronic truancy, destruction of property, domestic violence, and suicidal ideation. This integration of multi-family group and individualized family/youth therapy enables family members and the youth to transfer these new skills to real-life situations and prevent relapse.
 - a. Multi-Family Group PLL therapy sessions: During multi-family group therapy, youth and families participate together in a small group, led by two facilitators, which can also include siblings and extended family. Group sizes will range from four seven families and fifteen (15) individuals. Multi-family groups typically occur one time weekly for up to two hours and may include the youth (after release from a residential facility back to their home Circuit). Families and youth meet together as a group. The groups consist of no less than four youth/families and no more than fifteen (15) people total per group.
 - b. Individualized Family/Youth PLL therapy sessions: These sessions occur with the youth and family members meeting individually with one of the facilitators in between group sessions in an intensive 1.5-hour session to practice the specific skills the youth and families learn in group therapy

and to role-play and practice these new skills. Respondents shall note that it's possible that a youth will still be in residential placement the first three – four months and the family sessions should occur with the clinician coordinating session times with the family and residential facility, then meeting with the family and engaging the youth in some manner using technology as referred youth may be in placement away from the home Circuit.

- 4. All youth referred by the Department for PLL/Redirections Services shall receive services as specified in this Attachment A. Youth may be referred and participate at the age of eighteen (18) years of age. Any missed sessions can be made up, in accordance with fidelity of the curriculum.
- 5. The Respondent shall work cooperatively with the Department, the Redirections Statewide Coordinator and the Juvenile Probation Officer (JPO) to ensure referred youth and their families receive the most appropriate PLL services to effectively and efficiently serve the youth and their families within the community. This shall be accomplished through effective intervention and/or treatment services that strengthen families and turn around the lives of troubled youth.
- 6. PLL/Redirections Services shall facilitate a positive change in youth behavior and emotional functioning, bring about positive changes in criminal thinking, and provide the youth with the tools necessary to avoid recidivism or future criminal involvement and shall be designed to address family issues and needs with the goal of improving family functionality through the provision of individual and family therapy sessions designed to treat children and adolescents who have severe emotional and behavioral problems and may have co-occurring problems such as depression, alcohol or drug use, chronic truancy, destruction of property, domestic violence, or suicidal ideation.
- 7. Community-based intervention and/or treatment services and support provides youth and families, with a greater chance for lasting success. The Respondent shall strive to:
 - a. Promote individualized family-centered services and treatment for youth and families;
 - b. Incorporate a broad array of delinquency intervention services and treatment services that are appropriate for the youth and family receiving services:
 - Ensure that the services to youth will be family centered, focused on increasing the youth's ability to successfully cope with life challenges and build resiliency and avoid re-entering the juvenile justice system;
 - d. Ensure services are designed to meet the youth's and family's needs and strengths, and ensure that the unique needs of the youth and families are considered and valued:
 - e. Ensure that services are provided throughout the community in the least restrictive setting;
 - f. Ensure that services are accessible within the driving distance standards, timelines for service access, and at times convenient to the youth;
 - g. Ensure that services are coordinated;
 - h. Ensure that assessment, delinquency interventions and treatment services focus on the whole person, and are family-centered when appropriate;
 - i. Ensure assessment and treatment is from a holistic approach, which promotes the treatment of co-occurring substance abuse and mental health disorders:
 - j. Ensure that assessment, intervention, and treatment are gender-responsive:
 - k. Ensure that services are trauma-informed; and
 - I. Ensure that cultural and linguistic competence is provided with the delivery of any PLL/Redirections Services.

B. <u>Services to be Provided</u>

In addition to the standard requirements for Redirections Services through the provision of the PLL modality, the following requirements are incorporated and made part of any resulting Contract.

1. Implementation:

The Respondent shall utilize PLL Implementation Teams at each site, prior to start of PLL sessions (approximately six weeks) to develop relationships with stakeholders in community, hire, background screen staff, review and accept referrals, reach out to introduce and recruitment of family participation/engagement.

2. PLL Cohort Start Dates:

Continuing PLL cohorts for any renewal period shall start upon any renewal period, if optioned by the Department and funded, based on the agreement between the Respondent and the Statewide Redirections Coordinator.

- 3. Hybrid Parenting with Love and Limits (PLL) Modality:
 - a. The Respondent shall provide a Hybrid PLL Modality that offers customized services to the youth and families and allows the Department to refer youth and their families that are identified as the most in need of family therapy services.
 - b. Both Re-Entry and Community youth shall be served in each cohort. The size of the cohort is anticipated to be four to seven youth, but the final size of the cohort shall be determined by the Respondent in adherence to the fidelity of the PLL model curriculum.
 - c. The Department will allow the Respondent to limit the number of Community youth to be served in a cohort and will focus on the referral of Re-Entry Youth. The Respondent shall receive approval from the PLL Developer to serve both types of youth within one cohort (Hybrid Model).
 - d. The Respondent agrees to, when feasible, have staff travel up to ninety (90) miles from the Respondent's Office Location in each Circuit, to a referred youth's Residential Facility for coaching Individual Family/Youth sessions, consistent with the family being present. The Respondent agrees to manage contact via Skype or Telephone for youth in Residential facilities that are in excess of ninety (90) miles away. When not traveling to the Facility, the Respondent shall ensure family participation in services at a location most conducive to the family, the family home, office or other mutually agreed upon location at time convenient to the family and the youth and Facility Schedule.
 - e. The PLL Hybrid Modality would serve two types of youth within a single cohort by allowing the Respondent to serve a mix of youth residing in a Residential facility or in the youth's home Community. For the Hybrid Modality, the youth shall be identified as either Re-Entry (youth starting while in a facility) or Community (youth starting after return to their community). The Respondent shall ensure all services are provided in adherence to the fidelity of the PLL model curriculum.
 - f. The details of the Hybrid modality shall depend upon where the youth is residing at the time referral/start of cohort.
 - 1) Details on the Hybrid PLL Modality Cohort for youth still in Residential Facility (Re-Entry):
 - a) Time Frames Re-Entry Youth: The PLL cycle takes approximately six months, with a minimum of twenty-two (22) sessions completed, which include multi-family groups and individual youth/family coaching sessions and continues with three months of follow-up beyond case closure by CBAT team. Only one multi-family session can be missed and made up.
 - b) Acceptance: After the acceptance of youth in the JJIS, for youth still in Residential, the Respondent's initial

- contact will be with the identified youth's family to determine if family agrees to participate.
- c) Coordination with Facility: After acceptance of participation of the youth's family, the Respondent shall coordinate with the referred youth's Residential Facility staff a scheduled and space for Individualized Youth/Family Sessions to take place in the facility.
- d) Additional Outreach: Upon acceptance of the youth and agreement for participation by the family, the Respondent shall participate in the Transition Team Meeting, the Exit Team Meeting and Community Re-Entry Team as needed. Participation may be via conference call.
- e) Youth referred by the JPO while still in Residential shall be referred no less than thirty (30) days for the initial six (6) month term, and for ongoing cohorts' referrals should be soon enough to have the PLL therapist participate on Re-entry Team, approximately ninety (90) days. Referrals can take place from thirty (30) days to ninety (90) days; however, ninety (90) days are optimal.
- f) Residential module takes approximately six months, with a minimum of twenty-two (22) sessions completed and then three months of follow-up beyond case closure (CBAT) with all PLL sessions billed prior to time of youth discharge (which occurs at end of follow-up beyond case closure period).
- g) For the Multi-Family Group, families cannot miss more than one session, which is made up by the therapist.
- h) All sessions to be provided can be delivered, including any missed sessions, consistent with the fidelity of the PLL model curriculum. Documentation of attendance at each session is mandatory.
- 2) Details on Hybrid PLL Modality Cohort for youth already residing in the Community:
 - a) Time Frames for Youth/Families Beginning Services in the Community: The PLL cycle takes approximately four months, with a minimum of eighteen (18) sessions completed, which included both multi-family groups and individual youth/family coaching sessions and continues with three months of follow-up beyond case closure by CBAT. All PLL sessions are completed prior to discharge to the CBAT team. Only one multi-family session can be missed and made up.
 - b) Acceptance: After the acceptance of youth in the JJIS for Community youth, the Respondent's initial contact will be with the identified youth's family to determine if family agrees to participate, and then if they identify that a youth is also in Transition Services, the Respondent shall reach out to the Transition Respondent in the identified location.
 - c) Outreach to the Community: Upon acceptance of the youth and agreement for participation by the family, the Respondent will also contact any other involved service Respondents or relevant parties, as needed, as identified by the JPO.
 - d) Community module takes approximately four months with a minimum of fourteen (14) sessions completed with last period of time of program participation to be for follow-up

beyond case closure (CBAT) (approximately two months).

- 4. Follow-up Beyond Case Closure: Follow-up beyond case closure for all youth participating in PLL Sessions will continue for up to three months. If the resulting Contract is not renewed, an extension of the resulting Contract beyond the ending date shall ensure the follow-up beyond case closure component of the PLL modality is completed for all served youth. Costs of follow-up beyond case closure are included in the rate. Once the PLL case is closed the Department does not pay for follow-up beyond case closure.
- 5. Fidelity Monitoring: The Respondent agrees to update and maintain the PLL Database and will provide access to Department individuals as identified. Data shall be entered as required per the modality. Respondent also agrees to enter session information in the JJIS/Evidence Based System.
- 6. Staffing Levels Per Team: One Team per site one FTE Master's level therapist, one FTE case manager and .25 Licensed Practitioner/supervisor per team.
- 7. Staff Hires: For all Staff hires, the Respondent agrees they will perform intensive appropriate training during initial screening, looking for certain MI and Family Therapy backgrounds for staff. The Respondent agrees and understands the Background screening requirement for all staff in direct contact with youth and that it must be completed prior to any youth contact.
- 8. Staffing Back-Up Plan: The Respondent agrees to a back-up staffing plan that ensures the Licensed Practitioner (Supervisor) shall fill in for temporary absences (sickness, emergency) at either site. For unplanned staff vacancies, the Respondent shall obtain PLL developer Gap filler training in PLL, if staff has to be replaced, to ensure continuation of services without a break in cohorts.
- 9. Staff Training Plan: The Department has accepted the initial staff training plan as proposed, ensured it covers required topics. The Respondent acknowledges the requirement regarding the Prison Rape Elimination Act (PREA) if entering a Residential facility and will complete the PREA form. The Respondent has indicated that consistent with the PLL Curriculum, the PLL Modality Training occurs the week of initial Multi-Family Group PLL offers on the job training. The Department accepts this as part of the proposed curriculum.
- 10. Added Value: The Respondent stated and agreed to provide the following as part of their PLL service delivery, to engage family participation and help ensure the success of the program: Transportation, meals, gas cards, gift certificates at completion (Unable to use state funds unless tracked to program participants).
- C. <u>Authority for Specific Contracted Program Services</u>

Pursuant to chapter 985.601, Florida Statutes (F.S.), the Department is authorized to provide community-based nonresidential services to youth adjudicated delinquent by the Court.

D. Service Limits

- The Respondent shall ensure that funds provided pursuant to any resulting Contract will not be used to serve youth outside the target population(s) as specified in section II., B., Youth Eligibility, of this Attachment A.
- The provisions of services required by any resulting Contract are limited to eligible youth and families receiving authorized PLL/Redirections Services as set forth in any resulting Contract.

E. Major Goals of the Service

The Department's goal for all Redirections Program Services is to prevent youth from placement or re-commitment in a secure residential commitment program and to provide services to the youth in his/her "home" environment by facilitating a positive change in youth behavior, bringing about positive changes in criminal thinking, and providing the youth with the tools necessary to avoid recidivism or future criminal involvement. This goal shall be achieved through the delivery of evidence-based practices (including treatment/therapy) that provide the skills, counseling and treatment necessary to prevent delinquency and continued involvement in the juvenile justice system.

PLL shall facilitate a positive change in youth behavior and emotional functioning, bring about positive changes in criminal thinking, and provide the youth with the tools necessary to avoid recidivism or future criminal involvement and shall be designed to address family issues and needs with the goal of improving family functionality. PLL shall provide individual youth/family and multi-family group therapy sessions designed to treat children and adolescents who have severe emotional and behavioral problems (e.g. conduct disorder, oppositional defiant disorder, and attention deficit/hyperactivity disorder) and co-occurring problems such as depression, alcohol or drug use, chronic truancy, destruction of property, domestic violence, or suicidal ideation. In addition, PLL services shall address criminogenic risk factors with the goal of determining the youth individual risks and needs and provision of therapy/treatment to directly address those identified risks and needs as determined through the Department's Residential Assessment for Youth (RAY) and the youth's Community Assessment Tool (CAT) after release back to the community. The Department will be responsible for the provision of case management and supervision of the youth.

F. Definitions

- 1. Abscond Abscond means to hide, conceal, or absent oneself from the jurisdiction of the court or supervision of the Department to avoid prosecution or supervision.
- 2. Authority for Evaluation and Treatment (AET) Form HS 002, that when signed by a parent or legal guardian, gives the Department the authority to assume responsibility for the provision of routine mental and physical healthcare to a youth within its physical custody.
- 3. Case Notebook Module A module with the Juvenile Justice Information System (JJIS) that serves as the sole source for documenting all case management and supervision activities in all state-operated and provider community supervision programs.
- 4. Central Communication Center (CCC) The unit located in Department headquarters that is charged with receiving reports regarding incidents and events involving youths in Department custody or under supervision, and state and contracted employees from all Department and provider facilities, programs funded in whole or in part, offices or sites operated by the Department, a provider or grantee.
- 5. Chief Probation Officer (CPO) The Department employee who is responsible for managing community-based program operations and staff within each of Florida's twenty judicial circuits.
- 6. Civil Citation A program designed to give law enforcement an alternative to custody that provides swift and appropriate consequences to youth for certain minor misdemeanor delinquent acts. The goals of Civil Citation are to divert the youth at the time of arrest, make the youth accountable for delinquent behavior, involve the parents in sanctioning the youth, and prevent the youth's further involvement in the juvenile justice system. Law enforcement officers are allowed the discretion of issuing a citation rather than a formal complaint.
- 7. Commitment Conference A multidisciplinary staffing conducted to discuss the Department's recommendation to the court for youth who may be appropriate for residential commitment. Participants may include the youth, parent(s)/guardian(s), Juvenile Probation Officer (JPO), Juvenile Probation Officer Supervisor (JPOS), Commitment Manager, school officials, service providers, Guardian ad Litem (GAL) and other parties involved in the youth's case. Required attendees are limited to Department staff. All others are invited to participate and may do so in person, by telephone or by timely written submission.
- 8. Community Assessment Tool (CAT) An instrument used by the JPO to determine the youth's risk to re-offend and identify criminogenic needs that require intervention. The CAT is administered in two parts:
 - a. A pre-screen is completed for all youth who are referred to the Department;

- b. A full assessment is completed for youth who have been placed under Department supervision by the court and who have been identified as moderate-high or high-risk to reoffend on the pre-screen.
- Complainant Any person or agency having knowledge of the facts related to the allegations of the delinquency of a youth and who makes a formal complaint or delinquency referral based upon these facts.
- 10. Complaint A written report alleging facts sufficient to establish the delinquency of a youth and the jurisdiction of the court.
- 11. Comprehensive Assessment The gathering of information used to assess for biological, psychological and social factors as they relate to the youth's need for rehabilitative and treatment services, including substance abuse treatment services, literacy services, medical services, family services, and other specialized services, as appropriate.
- 12. Comprehensive Evaluation A more detailed gathering of information that builds upon the previously completed comprehensive assessment, addressing physical health, mental health, substance abuse, academic, educational, or vocational problems of a youth for whom a residential commitment disposition is anticipated, which is summarized in the youth's predisposition report.
- 13. Conditional Release (CR) Under the legal status of conditional release, the youth remains on commitment status and is subject to transfer back to a residential commitment program if noncompliant.
- 14. Criminogenic Needs Refers to the factors or characteristics found in empirical research studies to be predictors of delinquency and recidivism.
- 15. Detention Screening Instrument (DSI) The risk assessment instrument authorized by Section 985.245, F.S., that is used to determine the detention care placement for youth.
- Diligent Search Is a thorough search made by the Juvenile Probation Officer (JPO) or Case Manager to check with the youth's parents, employer, school, family members, and others likely to have knowledge of his or her whereabouts, to document evidence supporting that the youth is hiding to avoid supervision.
- 17. Direct Discharge The release of a youth from a residential commitment facility without any court ordered requirements for community supervision by the Department.
- 18. Disposition Matrix A structured decision-making tool, that provides research-based guidelines to Juvenile Probation Officers for making recommendations to the court for law violations.
- 19. Diversion Services Non-judicial alternatives used to keep youth who have committed a delinquent act from being handled through the traditional juvenile justice system. These services are intended to intervene at an early stage of delinquency, prevent subsequent offenses during and after participation in the programs, and provide an array of services to juveniles referred to the Department.
- 20. Effective Response System A written plan developed in each circuit, in consultation with judges, state attorneys and public defenders, which describes in detail a methodology for responding when youth under supervision violate a condition of their probation or conditional release. These plans are based upon the principle that sanctions should reflect the seriousness of the violation, the assessed criminogenic needs and risks of the youth, and how effective the sanction or incentive will be in moving the youth to compliant behavior.
- 21. Face Sheet Youth specific demographic and referral history information that is generated by the Department's Juvenile Justice Information System (JJIS).
- 22. Family The people responsible for caring for a youth. Family may include biological parents, step parents, adoptive parents, guardians, foster parents, and sometimes other extended family members.
- 23. Interstate Compact on Juveniles (ICJ) Circuit Liaison A Department employee responsible for providing technical assistance to circuit administration for incoming and outgoing transfers of inter- and intra-state compact juveniles, for the purpose

- of providing supervision as well as assisting the Department ICJ headquarters office with extradition cases.
- 24. Intervention An action taken or facilitated by the JPO to promote the reduction of a criminogenic need, and may include direct contact with youth, collateral contacts, referrals for services, monitoring progress, and following up with youth and family.
- 25. Juvenile Assessment Center (JAC) Community operated facilities that provide collocated central intake and screening services for youth referred to the Department.
- 26. Juvenile Justice Information System (JJIS) The Department's electronic information system, which is used to gather and store information on youth having contact with the Department.
- 27. Juvenile Probation Officer (JPO) An employee of the Department responsible for the intake of youth upon arrest and the supervision of youth on court ordered supervision in the community. The JPO serves as the primary case manager for managing, coordinating and monitoring the services provided and sanctions required for each youth. In this rule chapter, whenever a reference is made to the objectives and duties of a JPO, it shall also apply to case management staff of a provider agency contracted to perform these duties and objectives.
- 28. Juvenile Probation Officer Supervisor (JPOS) An employee of the Department or a contracted provider who provides first line oversight and management of the JPOs in the unit. The JPOS is responsible for overall direction and guidance of the services provided by the JPO including, but not limited to reviewing the progress of cases, documenting compliance with law and court orders, and approving YES Plans and revisions to YES Plans.
- 29. Minimum-Risk Non-Residential Programs or program models at this commitment level work with youth who remain in the community and participate at least five (5) days per week in a day treatment program. Youth assessed and classified for programs at this commitment level represent a minimum risk to themselves and public safety and do not require placement and services in residential settings. Youth in this level have full access to, and reside in, the community. Youth who have been found to have committed delinquent acts that involve firearms, that are sexual offenses, or that would be life felonies or first-degree felonies if committed by an adult may not be committed to a program at this level
- 30. Massachusetts Youth Screening Instrument 2 (MAYSI-2) A 52-item true-false screening instrument designed to identify signs of mental disturbance or emotional distress authorized by DJJ for use at intake into the juvenile justice system and upon admission to a day treatment or residential commitment program.
- 31. Multidisciplinary Assessment An information gathering exercise designed to ensure that youth being considered for commitment are placed in a delinquency program that provides an appropriate level of supervision and treatment services.
- 32. Post Commitment Probation (PCP) Assessment and intervention services provided to youth who are released from residential commitment programs. Under the legal status of post-commitment probation, the youth is legally transferred from commitment status to probation status and is subject to court-ordered sanctions.
- 33. Pre/Post-Disposition Report (PDR) A multidisciplinary assessment that provides demographic and social history information and reports the youth's priority needs, makes recommendations, and provides a plan for treatment.
- 34. Prevention Web The Department's electronic information system, which is used to gather and store information on youth having contact with the Department's prevention or civil citation programs.
- 35. Prison Rape Elimination Act (PREA) The federal statute intended to eradicate sexual assault in correctional facilities, which is implemented by national standards at 28 C.F.R. Part 115.
- 36. Probation Assessment and intervention services provided to youth who are court-ordered to community supervision after the court has determined that the youth committed a delinquent act.

- 37. Probation Medical and Mental Health Clearance Form The form used to screen for mental health, substance abuse and medical problems when law enforcement delivers a youth to the Department upon apprehension. The purpose of the form is to comply with statutory requirements for diverting youth to the proper community resource if they require urgent treatment or intervention upon arrest.
- 38. Progress Report Form A report that advises the court of the status of a youth including legal information, summary of progress, and recommendation(s).
- 39. Prolific Juvenile Offender (PJO) A child who is charged with a delinquent act that would be a felony if committed by an adult, and who meets the criteria in Section 985.255, F.S., for increased supervision.
- 40. Request for Release Letter A letter to accompany the pre-release notification used to advise the court of the Department's agreement with the release request from the program. This form is also known as the Judge's Release Notification.
- 41. Respite Services and placements for youth that need a place to stay away from their home for a short period of time.
- 42. State Attorney Recommendation (SAR) A report detailing the Department's recommendation and justification as to how the state attorney should proceed with the case. The two primary options in making the recommendation to the state attorney are non-judicial handling or judicial handling.
- 43. Suicide Risk Screening Instrument (SRSI) The form MHSA 002 which documents the standardized questions asked by trained designated staff at intake into the juvenile justice system and upon admission to a detention center to identify suicide risk factors and the need for referral for assessment of suicide risk.
- 44. Supervision Transfer Summary A form that provides the receiving circuit of a youth's case critical information about the youth, including the youth's address, living situation, legal status, and a summary of the case(s).
- 45. Violation of Supervision A noncompliant act committed by a youth that violates the conditions of the probation or post commitment probation court order.
- Vulnerability to Victimization and Sexually Aggressive Behavior (VSAB) Screening
 A screening process to assess a youth's vulnerability to victimization and sexually aggressive behavior prior to room assignment.
- 47. Youth Empowered Success (YES) Plan The document developed by the youth, parent(s)/guardians(s), and JPO to plan for the completion of court-ordered sanctions and address criminogenic needs.
- 48. Youth Reporting Center Locations within the community that allow JPOs to be available to youth and families close to their homes during extended hours.
- 49. Re-Entry Youth Re-Entry youth are youth that begin services while in a facility.
- 50. Community Youth Community youth are youth that begin services after returning to their community.
- 51. Follow-up beyond case closure: PLL work that continues for three months after the case is closed where the PLL Clinician contacts the family (either by phone or faceto-face) to thoroughly review the family's Relapse Prevention Plan and make any needed adjustments. The PLL Clinician then meets with the family face-to-face, if needed, to provide a more thorough "tune-up" session to help the family sustain their positive changes.

II. YOUTH TO BE SERVED

A. General Description of Youth to be Served

Youth referred by the Department for PLL/Redirections shall be youth, who are classified as Conditional Release, or Post-Commitment Probation, ten (10) to eighteen (18) years of age, who are currently residing in their home community with their parent/guardian or currently placed in a residential facility and are anticipated to be released within three to four months and live with their parent/guardian and have been identified as being at heightened risk for return to a residential commitment program, or minimum risk commitment.

B. Youth Eligibility

The Department will utilize the RAY and/or CAT to determine eligibility and appropriateness for participation in the PLL model. The following youth are eligible for services:

- 1. Youth, both male and female, ten (10) to eighteen (18) years of age, referred by the Department, who are classified as Conditional Release, or Post-Commitment Probation and have been determined by the CAT, to have family factors as a ranking criminogenic need or other dynamic criminogenic needs and be determined by the Department to be at-risk of violating the conditions of supervision. Youth receiving PLL services may have severe emotional and behavioral problems (e.g. conduct disorder, oppositional defiant disorder, and attention deficit/hyperactivity disorder) and frequently co-occurring problems such as depression, alcohol or drug use, chronic truancy, destruction of property, domestic violence, or suicidal ideation.
- All eligible youth, regardless of age, both male and female, placed on Conditional Release or Post-Commitment Probation status and referred to this program by the Department, shall be accepted, unless the Respondent is at full capacity for active cohorts.

C. Youth Referral

- The Department will provide up to twelve (12) youth referrals per cohort in accordance with time frames to allow flexibility in referral review and acceptance for the Respondent's staff to determine services that will be provided to a reasonable cohort size and maintain the maximum size of the cohort in accordance with the fidelity of the PLL modality.
- 2. The Respondent shall review the JJIS Bed Management Locator Report and contact circuit staff regarding appropriateness of youth on the report. The referral form shall be completed by Respondent and submitted to JPO and Circuit Liaison. Youth will be referred in JJIS by the youth's JPO through the Circuit Liaison (Redirections Circuit Liaison). The Respondent shall access the youth's file in JJIS, review the referral package and if possible, place the youth in the Respondent's program (Unless Youth is in Residential see 5., c. below.)
- 3. The Department will provide up to twelve (12) referrals or more of youth for review and acceptance for each scheduled cohort. The Respondent may request and accept more referrals to serve cohorts as needed. Referrals will be made until cohort is filled with youth and families identified, in case some drop out. Referrals will continue to the Respondent to fill the upcoming/next cohort, and the Respondent shall maintain a waiting list.
- 4. The Department's JPO will verify the Redirections Referral form to be used by the Respondent contains appropriate family contact information.
- Residential Referrals
 - a. Residential Initial Referrals: For the initial cohorts, referrals for youth still in Residential shall occur as soon as possible upon Department contract award, but no less than thirty (30) days prior to start of first cohort. Ideally, these referrals shall be youth that will be discharged no sooner than thirty (30) days after start of the cohort, as up to four sessions could occur while still in the Facility.
 - b. Residential Ongoing Referrals: For ongoing cohorts' referrals for youth still in residential shall be done as close to possible to ninety (90) days in advance to give the PLL Therapist and case manager a chance to participate on the youth's Re-Entry Team at the Facility and/or the Community Re-entry Team. Referrals can take place from thirty (30) to ninety (90) days; however, ninety (90) days is optimal.
 - c. A youth cannot be placed in the Respondent's program in the JJIS System unless youth is discharged from Residential. Therefore, the Respondent shall ensure sign-in sheets with date of session conducted, parent signature, and identification of the youth/DJJ number and facility where the youth resides shall be documented for all sessions and shall be

submitted with the invoice to document sessions while youth is not in placement in JJIS due to commitment.

6. Community Referrals

Community referrals shall not be made for youth that have been in the community longer than two months, and the referrals shall be initiated as soon as possible to allow for outreach and family engagement. The Respondent shall limit Community Referrals to no more than two per cohort and to place emphasis on referring youth who are still in Residential.

7. JJIS Referral, Acceptance and Placement Process

The following shall be the referral process as it relates to the acceptance and placement in JJIS and documentation of services.

- a. Based on constraints to placement in the JJIS System for youth still in Residential, if a youth is in a Residential placement, the Respondent shall accept the referral (or reject) but cannot place the youth in the PLL in JJIS until after release from Residential.
 - As long as the youth is still in Residential placement, sessions delivered to the youth in Residential placement must be documented (for invoicing verification purposes). The Respondent shall coordinate with Residential Facility staff, to ensure that Residential staff are available to provide supervision of the youth during skyping (or telephone, if internet access not reliable) with the youth.
 - 2) After the youth is released to the community, the placement must be made in JJIS within twenty-four (24) hours.
 - Multi-family groups must be documented with sign-in sheets to support sessions billed. Final documentation will be approved by the Department's Contract Manager.
- b. If a youth referred is in the community, the Respondent shall accept the referral (or reject) and place the youth in the PLL program in JJIS within forty-eight (48) hours of the start of services.
- c. Upon the initial referral from the Department, the Respondent shall review the following information in Probation Resource Booking (PRB) Module in JJIS and accept or reject the referral (depending on where the youth is residing, see paragraph a. above). The following information may be found in JJIS (as available). NOTE: Until such time as Respondent is trained in JJIS, the Department's referring staff will work with the Respondent to ensure referral information listed below (if available/applicable) is provided in a timely manner.
 - 1) Expanded Face Sheet:
 - CAT Overview Report; (CAT is available through JJIS for review/assessment purposes, but it is not part of the referral packet)
 - Mental Health and Substance Abuse Report and Referral Form; and
 - 4) Human Trafficking Screening Tool (HTST) Prescreening Report and HTST Full Screening.
 - 5) Prior assessments available to the Department; (i.e. SAMH-2, SAMH-3, Psychological Evaluation, Bio-Psychosocial Assessment, or predisposition Comprehensive Evaluation).

III. SERVICE TASKS/PROGRAM OPERATIONS

A. <u>Service Tasks</u>

All services delivered under any resulting Contract shall be delivered in accordance with this Attachment, Rule 63D F.A.C., and chapter 985, F.S.

The following requirements shall be met and service tasks completed for each year of the resulting Contract term, unless otherwise noted.

General Service Requirements

- a. Services shall be designed to meet the individual needs of eligible youth and shall be delivered in accordance with chapters 394 and 397 F.S.; Rule 65D-30.003(15), F.A.C.; and other related policies and are subject to audit by the funding agency.
- b. The Respondent shall ensure provision of PLL, a DJJ evidence-based modality as set forth in any resulting Contract.
- c. PLL provided must be delivered in accordance with model curriculum including the frequency and duration.
- d. PLL therapy shall address criminogenic risk factors such as those listed below and shall also address mental health disorders and/or substance related disorders. All modalities shall be consistent with the selected model, with the goal of determining the youth risks and needs and providing services to directly address those issues.
 - 1) Records of referrals:
 - 2) Family history;
 - 3) Aggression;
 - Relationships;
 - 5) Attitudes, behaviors, and skills;
 - Current living arrangements;
 - 7) Use of free time;
 - 8) School performance; or
 - 9) Lack of employment.
- e. The PLL therapist shall be responsible for addressing and removing roadblocks to treatments through:
 - 1) Identification of youth or environmental characteristics that block engagement in treatment; and
 - Delivering services in a style and manner that is consistent with the ability and learning style of the youth and utilizing a method that is supported by research literature and accepted by the Department.
- f. The Respondent shall ensure that PLL be delivered with fidelity which includes therapists' adherence to the model. This shall include training, monitoring, technical assistance, and competency evaluation of the intervention being delivered.
- g. The Respondent shall ensure that corrective action is taken to correct any findings noted during such activities. Copies of PLL completed fidelity monitoring instruments shall be provided to the Department's Contract Manager and Statewide Redirections Coordinator on a quarterly basis.
- h. When the intervention or treatment utilizes the "closed" group format, the youth shall be enrolled in the next immediate cycle.
- 2. General Service Tasks

At a minimum, the Respondent shall ensure that the following tasks are conducted for PLL therapy under any resulting Contract.

- a. Service Delivery Time Frames
 - It is the intent of the Department to have youth referred for PLL to actually begin the therapeutic services as soon as possible after referral; therefore, the following timeframes shall be met for the delivery of PLL:
 - Acceptance in JJIS shall occur within two business days as set forth in any resulting contract.
 - 2) Initial face-to-face, Orientation and Placement in JJIS shall be conducted between the date the Respondent accepted the referral of the youth and the date of first clinical session (Multi-Family Group or Individualized Family/Youth) of the PLL curriculum. Timeframes for these activities shall be determined by the Respondent's internal protocols. Treatment Plans should be written within PLL requirements.

- 3) The Clinical Assessment shall be conducted (by the Respondent's Licensed Practitioner meeting the qualifications set forth in section IV., Staffing/Personnel or non-licensed clinician working under the direct supervision of the Licensed Practitioner as set forth in section IV., Staffing/Personnel. The Department requests that initial assessments (Family Adaptability and Cohesion Evaluation Scale (FACES-IV and the Child Behavioral Checklist (CBCL) occur no later than seventeen (17) calendar days from the date of initial multi-family group, and the initial therapy session (Multifamily group) occur within twenty-four (24) calendar days of the referral in JJIS. The Biopsychosocial shall be conducted within thirty (30) days of the initial family group.
- 4) The Licensed Mental Health Professional providing direct supervision is responsible for reviewing and signing the Clinical Assessment, Updated Clinical Assessments and Individualized Mental Health Treatment Plans prepared by the non-licensed Mental Health Clinical Staff Person within ten (10) calendar days of administration of the instrument.
- Referral, Review, Acceptance
 All referrals, reviews and acceptance must be in accordance with section II., C., Youth Referral of this Attachment.
- c. Placement/Admission for Services
 Placement and admission for services must be in accordance with section
 II., C., Youth Referral of this Attachment.
- d. Intake/Orientation
 - Orientation: Upon acceptance and intake of the youth for services, the Respondent shall ensure all youth and his/her parents receive an orientation. Elements of orientation shall include but are not limited to: signed consent for services/information release from the youth and family; the delivery of handbook or brochure detailing service goals, expectations of the youth and his/her family; proposed hours and location of services, emergency contact information; and identification of key staff for contact.
 - 2) Consent Form: Prior to the delivery of services, the Respondent must obtain a signed consent form from the youth and families as set forth in chapter 394 and/or Chapter 397, F.S. which must be maintained in the youth's file.
 - 3) Case File: The Respondent shall ensure a case file is developed for each youth, to include signed consent forms, a family commitment contract, the youth/families case plan or treatment plan, YES Plan, case notes, and discharge plan and summary. Notes from the model, contact and session log, monthly progress report, assessments as per model requirements and sustainability plan (relapse prevention plan). Clinical records shall be maintained as set forth in section below entitled "Mental Health and/or Substance Abuse Records and Documentation."
- e. Failure to Keep Appointment(s)
 - 1) The Respondent shall reach-out and engage the youth/family upon referral to initiate service, obtain family commitment forms, schedule both Multi-family group and Individualized Family/Youth sessions and to continue to facilitate engagement with the youth/family throughout the youth's participation in services.
 - 2) If a youth/family fails to keep the initial face-to-face contact appointment, or if after therapy sessions have commenced, a youth/family fails to keep a therapy session appointment (mutually agreed to by youth and practitioner) for PLL therapy, the

- Respondent shall contact the youth's JPO and the Statewide Redirections Coordinator.
- 3) Release/Discharge for failure to keep appointment(s) will be handled by the Respondent on a case-by-case basis with approval from the Statewide Redirections Coordinator.
- 4) There are some cases where the youth is absent from the services, but the Department still considers the youth to be in placement for services (occupying a slot towards the Respondent's capacity). These occasions include "official absences" (i.e. detention and hospitalization, or family vacations/travel). The Respondent shall keep the youth's placement and attempt to reschedule service appointments as soon as possible.
- 5) If the youth absconds or is in jail with no viable means to Release on Recognizance (ROR) or Bond, the JPO or Statewide Redirections Coordinator will notify the Respondent and the placement shall be closed in the JJIS system.

f. Release/Discharge

- Prior to release or discharge of a youth from services (prior to completion of the PLL model), the Respondent must coordinate discharge planning with the youth's JPO and the Statewide Redirections Coordinator, via phone call and e-mail.
- 2) Upon release/discharge from services, a copy of the youth's discharge summary must be uploaded into JJIS and the Statewide Redirections Coordinator and JPO notified via email or phone call that the summary has been uploaded and case notes updated to reflect service activity. See Attachment A, section VII., Reports.
- 3) The Respondent shall enter the youth's release date into the appropriate module in the JJIS system.
- 4) Administrative discharges are youth releases that are considered neither successful nor unsuccessful and may be documented in cases where youth move from the service area or fail to report for services.

g. Fidelity Monitoring

- The Respondent shall ensure staff/therapists adhere to the fidelity of the model PLL approved curriculum for any evidence-based practice, promising practice and/or alternative family centered practice delivered to Department referred youth.
- The Respondent shall ensure that each individual providing PLL has been trained and certified for delivery of the PLL model curriculum by an authorized party.
- The Respondent shall provide copies of all fidelity monitoring instruments utilized to demonstrate/confirm fidelity of the PLL model to the Department's Contract Manager within sixty (60) days of the start date of any resulting contract. Review of tools shall be coordinated with the Department's Office of Quality Improvement by the Department's Contract Manager. In addition, the Respondent shall update and maintain the PLL Database/Dashboard and shall provide Departmental individuals identified access. Data shall be entered as required per the modality and each session's information shall be entered in the JJIS/Evidence-Based System. If access to an electronic data base cannot be authorized/permitted, the Respondent shall provide copies of data reports and screen shots to the Department to verify fidelity monitoring.

- 4) The Respondent shall include fidelity monitoring, technical assistance, and competency evaluation by an independent thirdparty organization, if required by PLL.
- h. PLL follow-up beyond case closure: After all sessions are completed, the youth/family is provided follow-up beyond case closure through PLL's Community Base Action Taken (CBAT) phase.
- i. Data Reporting
 - The Respondent shall be responsible for collecting and reporting data to the Department, including but not limited to: data that supports the modalities delivered; performance measures (including level of performance on required outputs and outcomes); demographic data of population served; and program fidelity and Contract monitoring activities.
 - In addition, the Respondent shall ensure the protection of individual youth data and service data integrity in the computer data entry process. The Respondent shall provide full and complete access to any electronic data system (PLL Database/Dashboard) for Department approved individuals and shall agree to provide data to the Department upon request of the Department's Contract Manger or Statewide Redirections Coordinator. Such data shall be provided within five business days of request, unless otherwise approved by the Department's Contract Manager.
- j. JJIS and Data Requirements

The Respondent shall ensure the following tasks for JJIS and for data collection requirements are met throughout the term of any resulting contract.

- 1) The Respondent shall utilize JJIS for data entry and shall monitor accuracy at all times.
- 2) The Youth Placement Facility module shall be utilized to handle all referral acceptance, rejection, and placement. Referrals made by the Department must be reviewed and either accepted or rejected (the Respondent shall determine they will or will not work with the referred youth) within two business days of referral.
- 3) The Evidence-Based Treatment module shall be utilized to track all evidence-based services delivered. Use of this module is contingent upon the Department's full implementation of this module and training of Respondents.
- 4) The Youth Release module shall be used to complete all releases and is an up to date census for all youth currently being served. All youth receiving services from a subcontractor (program) must appear on the youth release module listing.
- 5) Youth must be entered as "released" from the services in JJIS within twenty-four (24) hours of release/discharge.
- The Respondent shall keep their own reports on all referrals (both accepted and rejected), placements (admissions), and releases (with dates and reasons notated) for each youth.
- 7) Within the JJIS System, staff verification data shall be maintained by the Respondent utilizing the SVS module.
- 8) At a minimum, the following data shall be collected and reported in JJIS throughout the term of any resulting contract:
 - a) The date of youth admission for service, and date of discharge/release; and
 - b) Release reason for each youth admitted.

NOTE: The Department's DIO will facilitate JJIS training. JJIS Access and Data Reporting requirements are based on the Department's capability to provide access and utilization of JJIS to the Respondent.

- k. Mental Health and/or Substance Abuse Records and Documentation
 - Mental Health and/or Substance Abuse Treatment, including individual, group, and family therapy, shall be documented in the youth's progress notes/treatment notes which provide a description of the service (treatment session/activity) and the youth/families' participation in the session/activity. The progress/treatment note must also document the course of treatment and the youth progress in meeting his or her clinical goals and objectives as specified in the treatment plan.
 - 2) Progress notes/treatment notes shall be recorded on the day the treatment service/activity is provided.
 - 3) A written report of the youth progress in the mental health and/or substance abuse counseling/therapy sessions shall be provided to the JPO through document upload into JJIS every thirty (30) days as specified in Attachment A, section VII., Reports.
 - 4) Documentation of mental health and/or substance abuse assessments/evaluation, treatment planning, and counseling/therapy shall be permanently filed in the youth's DJJ Individual Healthcare Record. The Respondent may retain the original documentation. However, if the Respondent/Practitioner chooses to retain the original documentation of treatment, then it shall make a copy of the original and provide the copy to the JPO who will insert it in the mental health/substance abuse section of the youth's Individual Healthcare Record.
- I. Coordination with DJJ

The Respondent shall coordinate efforts with the Department to ensure:

- Each youth receives a full CAT and re-assessment CAT by the JPO to serve as an indicator of criminogenic needs and the value added under any resulting contract. The CAT will serve as the pre/post-test indicator.
- 2) The Respondent has an approved plan to ensure quality assurance, fidelity, and adherence to the treatment model.
- Complaints by youth and families regarding services or interactions with the Respondent's staff are submitted to the Department's Contract Manager within fourteen (14) days of receipt.
- m. Incident Reporting

The Respondent shall ensure all PLL staff report all incidents within two hours of the incident occurring or program staff learning of the incident to the Department's Central Communication Center (CCC) in accordance with DJJ policy. All PLL staff are required to immediately respond to critical incidents.

3. General Guidelines for Services

The Respondent shall ensure the following requirements are met for the delivery of services.

- a. Services shall be highly supportive, individualized, and flexible and require a "whole family" approach to dealing with all problems affecting the youth functioning within the community. The participation of family and/or caretaker, and involvement in the community and school are considered essential to the youth successful discharge from services.
- b. PLL Services shall be provided in a home or other community setting. These services shall include, but are not limited to:
 - 1) Individualized Family/Youth Therapy, as per the PLL Curriculum;
 - 2) Group Multi-Family Therapy, as per the PLL Curriculum; and
 - 3) Other required support as per the PLL modality or as defined in any resulting contract.

- c. Treatment includes the provision of clinical services which are psychological, behavioral and psychosocial in orientation and designed to maintain children in their homes and communities.
- d. The following service tasks shall be delivered when providing PLL services to Department referred youth:
 - 1) Clinical Assessments
 - a) Each youth referred for PLL Services must receive a Clinical Assessment or an Updated Clinical Assessment of his/her emotional and behavioral functioning through a structured clinical interview of the youth and parent/guardian and completion of appropriate standardized assessment instruments. The clinical assessment must include a mental status examination and documentation of the following:
 - i. Identifying information;
 - ii. Reason for assessment:
 - iii. Relevant background information to include:
 - Home environment/family functioning;
 - History of physical/sexual abuse and/or neglect;
 - History of Witnessing violence or other forms of trauma;
 - Behavioral functioning;
 - Physical health;
 - Mental health history and response to any previous treatment;
 - Substance abuse history and response to any previous treatment;
 - Educational functioning;
 - Available services; and
 - Caregiver assessment, if caregivers are unpaid and responsible for implementing the youth's treatment plan.
 - iv. Current life situation and sources of stress;
 - v. Examination of youth's mental health needs, strengths and weaknesses;
 - vi. Diagnoses; (DSM-IVTR including Axis I-V, or DSM-5, including severity of symptoms)
 - vii. Current functioning and symptoms supporting diagnostic formulation;
 - viii. Treatment recommendations; and
 - ix. Any relevant information needed to develop the youth's individualized treatment plan, such as previous assessments or treatment history should be considered during the assessment process.
 - x. Updated Clinical Assessment
 - When the youth's file contains a Comprehensive Mental Health Evaluation completed within twelve (12) months of the youth's admission, the previous corresponding Comprehensive Mental Health Evaluation may be utilized to conduct an updated Clinical Assessment.
 - The updated Clinical Assessment must be administered by a Licensed Mental

- Health Professional or a Mental Health Clinical Staff Person working under the direct supervision of a Licensed Mental Health Professional in accordance with the provisions below:
- The updated Clinical Assessment must be clearly identified as such and must be attached to the previous comprehensive evaluation which is being updated.
- The updated Clinical Assessment must provide any new or additional information applicable to each area specified above in Section III., A., 3., d., (1)., (a)., based upon current information provided by the youth, his or her parent(s)/guardian(s) and the youth's records.
- b) Clinical Assessments shall be completed by a Licensed Practitioner meeting the qualifications specified in Section IV., Staffing/Personnel, or a non-licensed clinician meeting the qualifications Section IV., Staffing/Personnel working under the direct supervision of the Licensed Practitioner. Practitioners/Clinicians must have a minimum of two years of direct clinical experience working with emotionally disturbed children with criminogenic factors and their families.
- c) Documentation of the clinical assessment must include the following:
 - i. Clinical impressions;
 - ii. Diagnostic formulation; and
 - iii. Summary of findings.
- d) A statement by the PLL Licensed Practitioner confirming review of the assessment and concurrence with the findings and treatment recommendations.
- e) Other assessment tools: Respondent may use other assessment tools as required by the PLL Curriculum:
 - i. Family Adaptability and Cohesion Evaluation Scale (FACES-IV); and
 - ii. Child Behavioral Checklist (CBCL)
- f) If after the Clinical Assessment, the results indicate a youth is not appropriate for the PLL services for which the youth is placed, the Respondent shall immediately contact the Department's referring staff to review the placement. The Respondent shall provide a copy of the Clinical Assessment illustrating the youth is not appropriate to the referring source, who will forward this information to the youth's Circuit CPO, JPO and Residential Transition Coordinator. A copy should also be included with the invoice.
- g) NOTE: The cost of the Clinical Assessment is included for youth accepted for services. If a youth referred for services is not found to have a Mental Health or Substance Abuse diagnosis after the Clinical Assessment, the Respondent should contact the Department's referring staff and discharge the youth. The cost of the Clinical Assessment will be reimbursed by the Department at the rate of \$48.00, with sufficient documentation.

- 2) Individual Treatment Planning/Plan of Care
 The Respondent shall ensure provision of the following for PLL youth:
 - a) Based on the clinical assessment, the Respondent shall develop an individualized treatment plan of care that:
 - Is developed with a person-centered process in consultation with the youth, and others at the option of the youth such as the youth spouse, family, guardian, and treating and consulting health care and support professionals. The person-centered planning process must identify the individual's physical and mental health support needs, strengths and preferences, and desired outcomes;
 - Takes into account the extent of, and need for, any family or other supports for the youth, and neither duplicates, nor compels, natural supports;
 - iii. Prevents the provision of unnecessary or inappropriate care; and
 - iv. Is guided by best practices and research on effective strategies for improved health and quality of life outcomes.
 - b) The Respondent shall make verbal and written information available to the youth about the person-centered planning process, the opportunity to include others (family members, guardian's etc.) to participate in the planning, and about available services through the program at admission. The youth will be encouraged to participate in the development of individualized treatment plan goals and objectives.
 - c) Files reviewed that have evidence that any assessed history of trauma (including abuse, neglect, and exploitation) shall be considered in the development of the youth's individualized treatment service plan.
 - d) Treatment plans shall be developed by a PLL trained therapist with a Master's Degree, as per the PLL model, and be a Licensed Practitioner or non-licensed clinician working under the direct supervision of the Licensed Practitioner.
 - e) The PLL trained therapist must possess a Master's degree and be a licensed mental health professional meeting the qualifications specified for a licensed mental health professional as set forth in section IV., Staffing/Personnel, or specified for a licensed qualified professional as set forth in section IV., Staffing/Personnel.
 - Clinical staff with at least a Bachelor's degree in a human f) services field, with a minimum of two years of direct clinical experience working with emotionally disturbed children with criminogenic factors, shall work with the youth and the youth family to develop an individualized treatment plan. A human services field is one in which major course work includes the study of human behavior and development, counseling and interviewing techniques and individual, group or family therapy. Nonlicensed clinical staff must work under the clinical supervision of the PLL licensed practitioner with a Master's Degree.

- g) Treatment plans must be authorized by a PLL trained therapist with a Master's degree as per the PLL model, who must be a licensed practitioner, and who is linked to the Respondent agency.
- h) Treatment Plans must be reviewed at least once monthly during a youth's participation in therapy.
- 3) PLL Service Components

The Respondent shall ensure provision of the following for youth referred for PLL.

- a) Family/Youth therapy services, which include the provision of insight oriented, cognitive behavioral or supportive therapy interventions to a youth and his/her family, with or without the youth present, to address criminogenic risk factors and mental disorder or substance use disorder. The focus or primary beneficiary of family therapy services must always be the youth.
- b) Multi-Family Group therapy services which include the provision of cognitive behavioral, supportive therapy or counseling interventions to youth or their families to address criminogenic risk factors and mental disorder or substance use disorder. The focus or primary beneficiary of group therapy services must always be the youth.
- c) A combination of PLL therapy services (group and family) aside from twenty-four (24) hour crisis services, must be provided in accordance with the PLL modality.
- d) Therapy must be provided by a PLL trained and Licensed Practitioner with a Master's Degree (as required by the PLL modality) meeting the qualifications set forth in section IV., Staffing/Personnel.
- 4) Twenty-four (24) Hour Crisis Services

The Respondent shall ensure provision of twenty-four (24) hour crisis services, seven days a week for families and youth (once youth return home to the community). Crisis services are intended to assist youth and their families to manage crisis situations. Crisis services must be rendered by qualified staff as specified in in section IV., Staffing/Personnel.

- 5) Summary of Hybrid PLL Modality Services
 - a) Re-Entry Youth: completion of a minimum of twenty-two (22) sessions which consists of a Motivational Interview Intake with the family, six Multi-family group sessions for all families participating and may or may not include the youth, three teen sessions with the youth, and a minimum of twelve (12) individualized Youth/Family Coaching sessions. Four sessions while in the residential program and eight upon the youth's return to the community'
 - b) Community Youth: completion of a minimum of eighteen (18) sessions which consists of a Motivational Interview Intake with the family, six Multi-groups sessions for all families participating and may or may not include the youth, three teen sessions, and a minimum of eight individualized Youth/Family Coaching sessions. Community youth refers to youth who have been released from the residential program and are in the community when they are accepted into PLL services.
 - c) Any youth/families requiring more than the minimum number of sessions shall be requested in writing by the Respondent to the Statewide Redirection Coordinator

fourteen (14) days prior to reaching the minimum number of sessions and shall include a justification on the need for continuing services along with an anticipated number of additional sessions. The Statewide Redirection Coordinator shall have five working days to respond in writing to the Respondent.

B. Service Task Limits

PLL shall only be provided to youth upon referral from the Department and upon acceptance of the youth for services when documented in the JJIS system. The JJIS system will be utilized to verify youth receiving services and payment will only be made for documented sessions received by a youth and will be paid monthly on a per session basis.

IV. STAFFING/PERSONNEL

- A. Respondent Staffing Levels and Qualifications/General
 - The Respondent shall provide an adequate level of staffing for delivery of PLL based on clinician caseload and group size restrictions and shall ensure all staff providing services are highly trained and qualified to provide PLL and other services as specified herein. Each PLL Team shall consist of one Full-Time Equivalent (FTE) Clinical Therapist Master's Degree Level; one FTE Case Manager Bachelor's Degree Level and a .25 FTE Licensed Supervisor. There shall be two teams in Circuit 10 and 1 team in Circuit 4. Each team shall contain the staff specified.
 - 2. Respondent staff are required to demonstrate expertise with emotionally disturbed delinquent youth. All staff shall possess adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines. In addition, the Respondent shall ensure that each practitioner providing PLL has been trained and certified for service delivery by an authorized party as appropriate for the service to be delivered.
 - 3. Clinical supervisors shall assure that clinical staff working under their supervision performs services that they are qualified to provide based on education, training and experience, and hold the qualifications set forth herein.
 - 4. A copy of each licensed mental health professional's license under chapters 490 or 491, F.S. and of each substance abuse Respondent's license under chapters 397 or 458, 459, 490, or 491, F.S., shall be provided to the Department's Contract Manager prior to the start of services.
 - 5. The Respondent and all personnel provided under any resulting contract, whether performance is as a direct service Respondent, subcontractor, or any employee, agent or representative of the Respondent shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Respondent shall provide copies of all current licenses or certificates required for the delivery of services under the Contract, to the Department's Contract Manager, prior to the delivery of services.
- B. Mental Health Services Staffing Requirements/Qualifications
 - 1. The Respondent delivering mental health services shall be a public mental health agency licensed by the state; a private for-profit or not-for-profit mental health agency; a psychiatrist licensed under chapter 458 or 459, F.S.; 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.; a service Respondent (agency or corporate entity) determined to be eligible to provide mental health services under chapters 394 and 409, F.S., or a substance abuse service Respondent licensed under chapter 397, F.S., eligible to provide community behavioral health services under chapter 409, F.S.

- 2. Mental Health Services shall be provided by a licensed mental health professional or a non-licensed mental health clinical staff person working under the direct supervision of a licensed mental health professional. The licensed mental health professional and mental health clinical staff person providing the modality, as specified by this Attachment, shall have received training in that program model.
- 3. Licensed Practitioner within this subsection means a Licensed Mental Health Professional. A licensed mental health professional means a psychiatrist licensed pursuant to chapter 458 or 459, F.S., who is board certified in Child and Adolescent Psychiatry or Psychiatry by the American Board of Psychiatry and Neurology or has completed a training program in Psychiatry approved by the American Board of Psychiatry and Neurology for entrance into its certifying examination, a psychologist licensed pursuant to chapter 490, F.S., or a mental health counselor, clinical social worker, or marriage and family therapist licensed pursuant to chapter 491, F.S., or a psychiatric nurse as defined in section 394.455(23), F.S.
- 4. A non-licensed mental health clinical staff person providing mental health services shall have, at a minimum, a Bachelor's degree from an accredited university or college with a major in psychology, social work, counseling, or related human services field. A related human services field is defined as one in which major course work includes the study of human behavior and development, counseling and interviewing techniques, and individual, group or family therapy. A non-licensed mental health clinical staff person providing mental health services to Department youth shall meet one of the following qualifications:
 - a. Hold a Master's degree from an accredited university or college in the field of counseling, social work, psychology, or related human services field; or
 - b. Hold a Bachelor's degree from an accredited university or college in the field of counseling, social work, psychology, or related human services field and have two years' experience working with (e.g. assessing, counseling, treating) youth with serious emotional disturbance or substance abuse problems.
- 5. Supervision means that the licensed mental health professional has at least one hour per week of face-to-face contact (Skype contact acceptable) interaction with the non-licensed mental health clinical staff person for the purpose of overseeing and directing the mental health services that are being provided (as permitted by law within his or her state licensure).
- C. Substance Abuse Services Staffing Requirements/Qualifications
 - 1. Substance Abuse Services shall be provided by:
 - a. A qualified professional licensed under chapters 458, 459, 490 or 491, F.S., which means a physician licensed under chapter 458 or 459, F.S.; a psychologist licensed under chapter 490, F.S.; or a mental health counselor, clinical social worker or marriage and family therapist licensed under chapter 491, F.S.; or
 - b. A person who is a substance abuse service Respondent licensed under chapter 397, F.S.; or
 - c. An employee of a substance abuse service Respondent licensed under chapter 397, F.S., who holds, at a minimum, a Bachelor's degree from an accredited university or college with a major in psychology, social work, counseling or related human services field. A related human service field is one in which major course work includes the study of human behavior and development, counseling and interviewing techniques, and individual, group or family therapy.
 - 2. A Licensed Practitioner in this subsection means a Licensed Qualified Professional. A Licensed Qualified Professional means a qualified professional licensed under chapters 458, 459, 490 or 491, F.S. Specifically, a physician licensed under chapter 458 or 459, F.S.; a psychologist licensed under chapter 490, F.S.; or a mental health counselor, clinical social worker or marriage and family therapist licensed under chapter 491, F.S.

- A non-licensed substance abuse clinical staff person shall be an employee of a service Respondent licensed under chapter 397, F.S., and shall work under the direct supervision of a "qualified professional" (as defined in section 397.311(26), F.S.).
- 4. Direct supervision means that the "qualified professional" has at least one hour per week of face-to-face interaction with the non-licensed substance abuse clinical staff person who is an employee of the service Respondent licensed under chapter 397, F.S., for the purpose of overseeing and directing the substance abuse services that are being provided as set forth in Rule 65D-30, F.A.C.
- D. Staff Hiring: The Respondent shall perform intensive screening and interviews during the initial screening, looking for certain Motivational Interviewing and Family Therapy experience for staff being considered for team positions.
- E. Staff Vacancies/Changes
 - Changes to the approved staffing levels and staff's qualifications required in any resulting contract are not authorized unless approved in writing by the Department's_Contract Manager upon consultation with Statewide Redirections Coordinator or designee Program Operations Staff.
 - 2. The Respondent shall utilize the Licensed Practitioner (Supervisor) to fill in for temporary absences (sickness, vacations, emergency) at each site. For unplanned staff vacancies, the Respondent shall utilize the GAP Filler Training for replacement of staff as needed, which is offered by the PLL Curriculum Developer. This will ensure continuation of services without a break in cohorts.
 - 3. The Respondent agrees to notify the Department's Contract Manager and the Statewide Redirections Coordinator or designee in writing (e-mail acceptable) within seven working days when a staffing position becomes vacant.
 - 4. Planned staffing changes that may affect service delivery, as stipulated in any resulting contract, must be presented in writing to the Department's Contract Manager and the Statewide Redirections Coordinator or designee at least thirty (30) calendar days prior to the implementation of the change.
 - 5. The Department expects during the time of the vacancies, the youth receiving services under any resulting contract shall receive services uninterrupted and the Respondent shall ensure the position is filled within forty-five (45) days.

F. Staff Background Checks

- The Respondent and all staff shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Respondent and all staff shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, F.S., and the Department's background screening policy. Failure to comply with the Department's background screening requirements may result in termination of any resulting contract.
- A background screening shall be completed in accordance with the Department's Background Screening Policy and Procedures on all newly hired staff, including subcontractor staff, and provided to the Department's Contract Manager prior to the start of services under any resulting contract.
- 3. The Respondent shall ensure staff, including subcontractor staff, obtain the required five-year background re-screening every five years from the date of their approval to work 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.
- 4. The Respondent shall notify the Background Screening Unit when their employee or subcontractor employees are no longer providing services under any resulting contract.

G. Staff Training

 The Respondent shall ensure all staff successfully complete applicable training requirements as set forth below. The following trainings outlined below shall be completed within ninety (90) days of hire:

- a. Juvenile Justice Information System (JJIS) (one day)
 The Department will provide training in JJIS to ensure the Respondent's staff possesses the necessary training and permissions to access and use JJIS. JJIS Training shall be coordinated through the Department's Data Integrity Officer (DIO) and is based on the Department's capability to provide access and utilization of JJIS to the Respondent. The Respondent shall determine the staff that will have JJIS responsibilities and ensure those staff attend the required JJIS training.
- b. Motivational Interviewing (MI) (two days)
 - All staff having direct contact with youth shall complete Motivational Interviewing training with the exception of Clinical Practitioners who have previously completed training in effective communication with youth as part of their education or curriculum training.
 - 2) Respondent may conduct their own MI training, as long as they have a Department approved Qualified Trainer who follows the training protocol/trainer agreement issued by the Department and the trainer meets Qualified Trainer qualifications. Documentation of MI Training shall be maintained for each employee.
 - 3) MI training will be provided by the Department at a variety of locations across the state and enrollment shall be coordinated with the Department.
- c. RAY/CAT Training
 - The Department will not require RAY/CAT training. However, the Respondent shall have a complete understanding of both assessments. The Department will provide materials/worksheets on the RAY/CAT process sufficient to provide all Respondent staff an understanding of the RAY/CAT assessment.
 - 2) If a Respondent desires full RAY/CAT training, the training shall be provided by the Department and is offered at a variety of locations across the state. Enrollment shall be coordinated with the Department through the Statewide Redirections Coordinator. Anyone taking RAY/CAT training is required to have Motivational Interviewing prior to attending RAY/CAT training.
- d. DJJ Learning Management System Training Requirements (Web-Based On-Line Training). All staff must complete the following training in the Department's Learning Management System within ninety (90) days of hire date. The Respondent is required to utilize the Department's Learning Management System for tracking training provided through the on-line Learning Management System, specifically for the following training:
 - 1) Information Safety Awareness: Respondent staff with access to JJIS are required to complete the Department's Information Security Awareness on-line training course prior to accessing confidential information and are required to receive additional training on this subject on an annual basis.
 - Trauma Informed Care: Training in Trauma Informed Care is required for staff who work with youth in DJJ care. The course will assist staff in recognizing trauma and trauma triggers in youth, identifying physical warning signs that indicate a youth may lose control, identify behaviors for officers to demonstration trauma informed practice and issues and behaviors associated with trauma histories.
 - 3) Adolescent Behavior: Training in Adolescent Behavior is required for staff who work with youth in DJJ care. The course is essential to understanding the brain development and its influences on adolescent behavior, traits of cognitive and social/emotional development, and behaviors commonly exhibited by delinquent

- youth. Note: If this course is not available in in the Department's Learning Management System then the Respondent's training on Adolescent Behavior may be utilized and documentation of such training shall be maintained and provided upon request to the Department.
- 4) Civil Rights Training: Respondent staff or subcontractors performing services under any resulting contract shall complete the Civil Rights training.
- 5) Prison Rape Elimination Act (PREA): The Respondent will ensure that staff complete the PREA Acknowledgement form prior to entering a Residential Facility. Form can be found at: http://www.djj.state.fl.us/docs/department-forms/prea-acknowledgement-form---exhibit-b.pdf?sfvrsn=4
- 6) Critical Incident Reporting Requirements (one hour)
 The training entitled It's All About Reporting (#363) is required for staff who work with youth in DJJ care. The Respondent and all staff providing direct services to youth are required to fully understand the Central Communications Center reporting requirements in Rule 63F.11.001-11.006, F.A.C.
- e. Parenting with Love and Limits (PLL) Training
 The Respondent shall ensure all staff providing PLL services are
 appropriately trained as per the requirements of the license and
 curriculum. PLL Modality Training shall occur the week of the initial MultiFamily Group. PLL will provide on the job training after the initial screening
 and background screening of staff.
- The Respondent is responsible for all training costs associated with any resulting contract. Respondent staff training shall be accomplished in accordance with the requirements contained herein and shall be coordinated with the Department. Any training to be provided by the Department shall be coordinated with the Department's Statewide Redirections Coordinator.
- 3. All staff delivering services to Department youth must have in his/her personnel file, maintained by the Respondent, documentation demonstrating successful completion of Department required training, documentation of required training for the modality to be provided, documentation of a background screening conducted by the Department's Office of the Inspector General, and the minimum education and professional qualifications for the applicable position. Documentation of the completion of minimum training topics, with the number of hours earned shall be maintained in each employee's personnel file and updated on a yearly basis. Documentation of DJJ Learning Management System training shall be entered into the DJJ Learning Management System or provided to the Department's Contract Manager. Copies of completion of other training shall be provided upon request of the Department's Contract Manager.

V. SERVICE LOCATIONS AND TIMES

- A. Service Locations
 - 1. For the Central Region, services will be provided in Circuit 10, Polk, Hardee and Highlands Counties.
 - 2. For the North Region, services will be provided in Circuit 4, Duval, Clay and Nassau Counties, on a rotating basis, based on the needs of the youth and families within Circuit 4.
 - 3. PLL services are delivered where the family resides and the community where a youth in placement will be returning. PLL Services shall be provided in an environment conducive to family and group counseling. Family/Youth therapy (coaching) takes in the place in the youth's/families' home and the Multi-family groups are typically at the Respondent's office, detention center, church or other community sites determined by the Respondent.

- 4. For youth in facilities, Individualized Youth/Family Coaching sessions will be conducted via Skype or telephone, with the family in the family home or other community location with the exception of any youth in a residential facility within a ninety (90) mile radius of the service community.
- 5. The Respondent's staff will travel a radius of up to ninety (90) miles from the Respondent's office location in the contracted area (Circuit 10 and Circuit 4) to a referred youth's Residential Facility for face-to-face Individualized Family/Youth Coaching sessions. Sessions, consistent with the family being present.
- 6. The Respondent's administrative office locations will be in Polk and Lee Counties. The Respondent will provide the addresses for these locations to the Department's Contract Manager.
 - At the administrative office locations, youth/client's files shall be securely maintained and shall be made available upon request for monitoring purposes.
- 7. The Department will conduct Contract Monitoring in the identified Circuit locations, including but not limited to the Respondent's Administrative Office Location.

B. Service Times

- 1. PLL services shall be provided during both traditional and non-traditional hours during the day (8:00 a.m. to 5:00 p.m.) and evening hours (5:00 p.m. to 9:00 p.m.) to accommodate the school/work schedules of the referred youth and families and shall be provided outside of the traditional workweek to facilitate family involvement as needed. All services to youth in residential facility placement shall be prior coordinated in advance with the Residential Facility Director.
- 2. The Respondent's Administrative office shall be available to the Department Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., E.T., excluding state holidays and additionally as needed for Multi-family groups.
- C. Changes to Service Locations/Times

The Respondent shall submit a request for written approval prior to any changes to approved Circuit locations or administrative office locations or times for service delivery to the Department's Contract Manager. Approval must be obtained in writing from the Department, prior to any such changes.

VI. DELIVERABLES

- A. The deliverable is a month of Parenting with Love and Limits services in accordance with Section III of this Attachment. The minimum level of performance shall be to provide services to a minimum of nine youth per month.
- B. Each youth shall be provided services in accordance with Attachment A, Section III., Service Tasks/Program Operations of this attachment. Services shall be delivered to a minimum of nine youth per month. The Respondent shall provide one or more of the core services as outlined in Section III., Service Tasks/Program Operations, during the month being invoiced that include:
 - 1. Initial Assessments Family Adaptability and Cohesion Evaluation Scale (FACES-IV) and the Child Behavioral Checklist (CBCL).
 - 2. Clinical Assessments
 - 3. Individual Treatment Plans
 - 4. Individual Treatment Plan Reviews (per youth every month)
 - 5. Re-Entry and Community Youth will receive:
 - a. Motivational Interviews (MI) Intakes
 - b. Multi-family Group Sessions
 - c. Individualized Youth/Family Coaching Sessions
 - 6. Youth Monthly Progress Reports (per youth every month uploaded in JJIS Document Library, with a notification to the JPO).
 - 7. Treatment Summary and Discharge Plan
- C. Supporting Documentation Includes
 - 1. Group sign-in sheets for each Family Group session, including the Date, Cohort Number, Group Number, signatures of family members in attendance, signature of family therapist and/or case manager, as applicable.

- 2. Sign-in sheets for individual youth/family coaching sessions, including the Date, Cohort Number, Individual Session Number, signatures of family members in attendance, signature of Family Therapist and/or case manager, as applicable.
- 3. Youth Census Reports that includes youth name, JJIS ID, facility, service type and date of service.
- D. The frequency of the service tasks, and the participation by youth may vary as outlined in Section III., Service Tasks/Program Operations, of this Attachment.

VII. REPORTS

- A. The Department will require progress or performance reports throughout the term of any resulting contract. The Respondent shall complete reports as required to become eligible for payment.
- B. 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:

RESPONDENT	DEPARTMENT

- C. After execution of the Contract, any changes in the information contained in this section will be provided to the other party in writing and 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 any resulting contract or other communication regarding any resulting contract shall be sent by United States Postal Service or other delivery service with proof of delivery.
 - 1. Invoice

A properly prepared invoice shall be submitted directly to the Department's Contract Manager within thirty (30) calendar days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, F.S., and any interest due shall be paid pursuant to subsection 55.03(1), F.S. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Respondent is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.

The Respondent shall submit a monthly invoice with sufficient documentation to fully justify payment for the deliverables/service units delivered the previous month. (Payment must be triggered by receipt of identified deliverables.)

The Respondent shall report, in accordance with Department policy, all youth admissions, releases and inactive status. Failure by the Respondent to promptly report this information may result in a reduction in the monthly invoice.

Failure by the Respondent to promptly report and document deliverables as required shall result in a reduction in the monthly invoice.

Invoices for amounts due under any resulting contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

Youth Census Report

A complete list of youth who were provided services required under the terms and conditions of any resulting contract during the service period detailed on the invoice shall be furnished. This report may be submitted electronically utilizing the information found in the Youth Contract Census Report and shall, at a minimum, include the youth's name, juvenile justice identification number, date of service, and the service required by any resulting contract that was provided. This report

shall be submitted monthly for all DJJ youth to the Department's Contract Manager with the invoice along with the Multi-group sign-in sheets.

3. Proof of Insurance

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

4. Subcontract(s) and/or Agreements

A copy of all subcontracted agreements entered into by the Respondent and a subcontractor for services required of the Respondent via this Solicitation, shall be submitted to the Department's Contract Manager in advance for review. A signed copy of the subcontract reviewed by the Department shall be provided to the Department's Contract Manager prior to the delivery of services to Department youth and payment to the subcontractor.

5. Organizational Chart

The Respondent's organizational chart shall be provided to the Department's Contract Manager upon execution of any resulting Contract, annually, and upon changes. The organizational chart shall include the programmatic and administrative structure of the Respondent's organization.

6. Staff Vacancy Report

The Respondent shall provide, to the Department's Contract Manager, a complete list of all vacant program positions required by any resulting Contract, and include the position title, position number, date of vacancy, and position description. The Respondent shall provide an explanation for vacancies, which exceed forty-five (45) calendar days. Services shall be provided to all Department youth by qualified staff regardless of whether a position(s) is vacant. The Department's Contract Manager shall provide the format for the Staff Vacancy Report.

7. 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 any resulting contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report. The Respondent shall use the staff hire report submission. A copy can be found at: http://www.djj.state.fl.us/partners/contractmanagement.

8. Florida Minority Business Enterprise Utilization Report (Florida MBE)

The Respondent shall submit to the Department's Contract Manager, along with each monthly invoice, a copy of the Florida MBE Utilization Report listing all payments made for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment. A copy can be found at: http://www.djj.state.fl.us/partners/forms-library/-in-Subjects/Subjects/Contracting.

9. PLL Service Specific Reports

The Respondent shall ensure the submission of the following PLL Service Specific reports, as outlined below, in a format approved by the Department's Contract Manager. The Department reserves the right to modify reporting requirements as necessary, upon thirty (30) days written notification to the Respondent.

a. Youth Monthly Progress Report

The Respondent shall submit a monthly progress report, which shall be uploaded in JJIS in the document library, in the Respondent Services document folder, in the Progress Reports' subfolder. The Respondent shall notify the JPO by phone or email that the progress report has been uploaded. Case notes documentation shall reflect the monthly case activity. This youth progress report is due for each youth referred for services every four (4) weeks from the first week of services or more

frequently, if indicated by extenuating circumstances. This report shall include:

- 1) Youth's name and JJIS ID number;
- 2) Number of multi-family group and/or individualized family/youth sessions;
- 3) Dates of sessions and any missed sessions;
- 4) A description of treatment plan goals and objectives achieved which may include: adjustment in the home, service related activities, school performance, compliance with orders, family and peer relationships, results of drug screens (if applicable), and treatment/counseling progress; and
- 5) A summary of the youth's progress or non-compliance since the last report.
- b. Respondent Monthly Service Summary Report

The Respondent shall submit, on a monthly basis, to the Department's Contract Manager, a copy of a service summary report including, but not limited to the following elements:

- Total hours of service units/deliverables provided monthly. This shall include:
 - The total number of PLL sessions conducted broken down by Multi-Family Group Sessions and Individualized Family/Youth sessions;
 - b) The total number of Clinical Assessment performed where the referred youth was not diagnosed with a mental health or substance abuse diagnosis; and
 - c) The total number of attempted sessions of PLL where therapist went to the home and the parties were not home or when groups were conducted, and the youth/family did not attend the groups. JPO's should be notified when this occurs.
- 2) Discharge Totals; (Successful Completions of Treatment Plans and Unsuccessful Completions of Treatment Plans)
- 3) Training Completed; (By Respondent Staff)
- 4) Respondent Staffing Patterns; (vacancies, hiring's, etc.) and
- 5) Fidelity Monitoring (monitoring conducted, results, corrective action, etc.).
- c. Discharge Summary Report

The Respondent shall ensure all staff providing services to youth shall upload the youth discharge summary into JJIS and notify the Department's Contract Manager and the JPO by telephone or email that the document has been uploaded. Case notes documentation shall reflect the case activity.

d. Fidelity Monitoring Reports

The Respondent shall submit copies of all fidelity monitoring reports to the Department's Contract Manager with copies of the instrument utilized for monitoring on a quarterly basis.

e. Staff Training Plan

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

10. <u>Monthly Revenue and Expenditure Report</u>

The Respondent shall submit a detailed Monthly Revenue and Expenditure Report of all revenues and expenditures of Department Contract funds, which shall be submitted within thirty (30) calendar days following the end of the month in which services were rendered. The Report shall include a detailed listing of revenues and expenditures by category (e.g. salary, travel, expenses, revenue, etc.). The Report shall include but not be limited to payee names, dates, check numbers, amounts, and identifying check, document, or journal entry number. For staff salaries, the Monthly Revenue and Expenditure Report shall also include staff name, position title, and percentage of time charged to the Contract. A sample Report is provided at the following website: http://www.djj.state.fl.us/partners/forms-library/contracts.

The Respondent shall maintain supporting documentation for all revenues and expenditures. The Respondent shall be required to submit supporting documentation for any and all revenues and/or expenditures within the timeframe requested by the Department. Supporting documentation shall include but not be limited to copies of cashed checks, evidence of receipts, bank statements, etc. The minimum requirements for the Salaries Category are a payroll register showing gross salary charges, fringe benefits, other deductions and net pay. When employees are paid on an hourly basis, documentation reflecting the number of hours worked multiplied by the hourly rate of pay will be acceptable and shall clearly reflect the dates the employee worked.

The Monthly Revenue and Expenditure Report and any and all requested supporting documentation submitted later than the required due date, shall result in a major monitoring deficiency until a properly completed Monthly Revenue and Expenditure Report with all its supporting documentation is received and accepted by the Department's Contract Manager.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO DEPARTMENT
Invoice	Monthly	Within thirty (30) calendar days following the end of the month for which services were rendered.	Contract Manager
Youth Census Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
Proof of Insurance	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts and Agreements	Upon execution	Upon execution	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1	Contract Manager
Staff Vacancy Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
Staff Hire Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
MBE Utilization Report	Monthly	To be submitted with the monthly invoice.	Contract Manager

Youth Monthly Progress Report	Monthly	Every four (4) weeks from the first week of services	Upload to JJIS
Respondent Monthly Service Summary Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
Discharge Summary Report	Upon Discharge of Youth from Services	Upon Discharge of Youth from Services	Upload to JJIS
Fidelity Monitoring Reports	Quarterly	To be submitted with the monthly invoice.	Contract Manager
Staff Training Plan	Annually	January 31st	Contract Manager
Monthly Revenue and Expenditure Report	Monthly	Within thirty (30) calendar days following the end of the month for which services were rendered	Contract Manager
Ad Hoc Reports	Upon Request	Upon Request	Contract Manager, Department Staff, CPO

D. Ad Hoc Reports

The Respondent shall provide the Department ad hoc reporting of data collected regarding the PLL services upon request of the Department's Contract Manager or designee.

E. Report Receipt and Documentation

The Respondent shall submit written reports with all required documentation within the timeframes listed above to the correct individuals to become eligible for payment. Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Department's Contract Manager will approve or reject deliverables and reports.

VIII. PERFORMANCE MEASURES

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

A. Performance Outcomes

The Respondent shall achieve the following performance outcomes throughout the term of any resulting Contract:

- 1. GOAL: 100% of youth released from the program will not receive Offense During Service (ODS).
 - MEASURE: This percentage is calculated by dividing the number of youth that did not receive ODS by the total number of youth released. ODS is defined as any new law offense that occurred during placement and resulted in adjudication or adjudication withheld.
 - STANDARD: The percentage of youth released from the program that shall not receive ODS shall be at or above the last Comprehensive Accountability Report (CAR) of similarly classified services.
- 2. GOAL: 100% of youth will not recidivate within one year of program completion.

MEASURE: This percentage is calculated by dividing the number of youth that did not recidivate by the total number of youth that completed program services. Recidivism is defined as an offense that occurs within twelve (12) months of program completion that results in an adjudication, adjudication withheld, or an adult conviction for any new violation of law.

STANDARD: The percentage of youth that shall not recidivate within one year of program completion shall be at or above the last CAR of similarly classified services.

B. <u>Performance Evaluation</u>

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

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ATTACHMENT B GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

I. SOLICITATION NUMBER RFP #10685

II. SOLICITATION TYPE

Request for Proposal: The Department is seeking proposals to deliver the evidence-based curriculum Parenting with Love and Limits (PLL) as part of the Department's Redirections program in Circuit 4 (Duval, Clay and Nassau Counties) in the North Region and Circuit 10 (Polk, Hardee and Highlands Counties) in the Central Region. All PLL services shall be provided in accordance with the PLL license and model curriculum requirements and shall follow, to the extent practicable, the existing protocols and service delivery methods set forth by the modality and included in the Attachment A, Services Sought. PLL services shall address the youth's problematic behavioral and/or emotional functioning, interactions and family dynamics that contributed to the youth's placement on conditional release or post-commitment probation and shall permit youth to fulfill required sanctions.

III. PROCUREMENT OFFICE

Michele Cunniff, 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) 717-2603

Fax: (850) 414-1625

E-Mail Address: Michele.Cunniff@djj.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. All listed times are local time in Tallahassee, Florida (Eastern Daylight/Standard Time).

DATE	TIME	ACTION	WHERE
Wednesday, June 24, 2020	C.O.B.	Release of solicitation	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_menu
Monday, July 6, 2020	C.O.B.	Deadline for Submission of Intent to Attend Solicitation Conference form (Attachment M)	Send to Michele.Cunniff@djj.state.fl.us

DATE	TIME	ACTION	WHERE
Monday, July 6, 2020	C.O.B.	Solicitation Conference Question Deadline – Last date and time written questions will be accepted for discussion at Solicitation Conference	Send to Michele.Cunniff@djj.state.fl.us
Friday, July 17, 2020	10:00 AM EDT 9:00 AM CDT	Solicitation Conference Call (This is a Public Meeting to be held via telephone only upon public interest)	Telephone 1-888-585-9008 and enter code 801-658-293# when directed. The Agenda can be found on MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_menu_under the solicitation #.
Tuesday, July 21, 2020	C.O.B.	Deadline for Written Questions	Send to Michele.Cunniff@djj.state.fl.us
Thursday, August 6, 2020	C.O.B.	Anticipated date that answers to written questions will be posted on the web site	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.mai n_menu
Thursday, August 20, 2020	C.O.B.	Deadline for Submission of Intent to Submit a Proposal (Attachment N)	Send to: Michele.Cunniff@djj.state.fl.us
Tuesday, August 25, 2020	2:00 PM EDT 1:00 PM CDT	Proposals Due and Opened - Conference Call	Telephone 1-888-585-9008 and enter code 801-658-293# when directed.
Tuesday, September 8, 2020	10:00 AM EDT 9:00 AM CDT	Evaluation Team Briefing Conference Call (This meeting is open for public attendance via telephone)	Telephone 1-888-585-9008 and enter code 801-658-293# when directed. A recording of the Conference Call will be available at: http://www.dij.state.fl.us/partners/contracting/conference-calls within forty-eight (48) hours of the Briefing being concluded, excluding weekends and holidays.

DATE	TIME	ACTION	WHERE
Thursday, September 24, 2020	10:00 AM EDT 9:00 AM CDT	Evaluation Team Debriefing Conference Call (This meeting is open for public attendance via telephone)	Telephone 1-888-585-9008 and enter code 801-658-293# when directed. A recording of the Conference Call will be available at: http://www.dij.state.fl.us/partners/contracting/conference-calls within 48 hours of the Debriefing being concluded, excluding weekends and holidays.
Friday, November 6, 2020	C.O.B.	Notice of Intended Award	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.mai n_menu
Friday, January 1, 2021		Anticipated Contract Start Date	

B. <u>Time, Date and Place Proposals are Due</u>

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 Section VI., C., 1.

<u>Caution:</u> A proposal received in the DJJ Bid Library after the exact time specified will not be considered, as specified by Attachment B.

- C. There is no site visit requirement for this solicitation.
- D. 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.

E. 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_www.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. <u>Notice of "Intent to Attend Solicitation Conference Call"</u>: 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.
- 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: Michele.Cunniff@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. <u>Agenda</u>: 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 www.main menu under the solicitation

number no less than forty-eight (48) hours (two business days) prior to the meeting time

- 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 Michele.Cunniff@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. <u>Department's Official Answer to Questions:</u> The Department's official response to all written questions will be posted at http://www.myflorida.com/apps/vbs/vbs_www.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.dij.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.dij.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_www.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.
 - 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 Wednesday, August 19, 2020 by contacting the Procurement Manager for this RFP: Michele Cunniff, via e-mail at: Michele.Cunniff@djj.state.fl.us, or phone: (850) 717-2603;
 - Respondents are required to register their email address for access to the DJJ Bid Library using a **Microsoft** account;
 - 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, 2, and 3 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 3, Tab 1) signed are the only documents which can be saved in a PDF format. The Attachment H Budget (RFP 10685) (Volume 2, Tab 1) **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, VI., C., 1., b.) for this solicitation.

2. Submission Alternative

The Procurement Manager will provide instructions for an alternate method of submitting the proposal, <u>only</u> 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 Preparation of the Proposal and submitted by the due date as indicated in the Calendar of Events (Attachment B., IV., A.).

- 3. Additional instructions concerning proposal submission:
 - a. Email submissions are not permissible;
 - See instructions for proposal preparation in Attachment B, Section XX., and submittal information in Attachment B, Section III., and Section VI., C.; 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_www.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 Michele.Cunniff@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 (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 questions Department's responses to will posted http://www.myflorida.com/apps/vbs/vbs_www.main_menu as an addendum to this RFP on or about the date specified in the Calendar of Events (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 award 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/mfm p_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 **January 1**, **2021**, and shall end at **11:59 p.m**. on **December 31**, **2025**. This Contract may be renewed. If renewal is permitted, include the following

statement: 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

A Fixed 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

Total Maximum Annual Contract Dollar Amount	\$750,000.00
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The Total Maximum Contract Dollar Amount will be the Total Contract Amount.

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 Respondent 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 billed amount for previous month X 5.0% = 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 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, or Volume 3, 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 Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the 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 Cuba or 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 F.S. 215.472, 215.4725, 215.473, and 287.135)".
- 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. <u>Drug-Free Workplace Certification & Tie Breaking Certifications Volume 1, Tab 2</u>
 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. <u>Technical Proposal Volume 1, Tab 3</u>

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. Management Capabilities and Competencies
 - a. The Respondent shall provide an organizational chart, identifying Key personnel/positions and their qualifications that will have management and oversight of proposed PLL services.
 - b. The Respondent shall provide a narrative detail of its internal resources, strengths, and skills to deliver services. Information submitted shall clearly support the Respondent's ability to deliver PLL Services as sought by the Department.

- c. The Respondent shall describe the background and experience that demonstrates experience and competencies of the organization to deliver the PLL services sought by the RFP.
- d. The Respondent shall detail their past experience providing services similar to the services sought by this RFP to a juvenile population. Services must be closely related to services sought (i.e. interventions, treatments, therapies.)

2. Approach and Coordination

- a. The Respondents shall describe its organization's approach and philosophy, including mission statement, core values, and vision.
- b. The Respondent shall describe how their organization would manage PLL services and the required collaboration with Department staff.

3. General Description of Parenting with Love and Limits (PLL) Services

- a. The Respondent shall describe, in narrative detail, the general delivery of PLL services to be made available to Department referred youth within the geographical area proposed. Indicate if services proposed meet minimum requirements as set forth in Attachment A.
- The Respondent shall explain how PLL is appropriate for delinquent youth including the major risk factors, (Crimniogenic needs) PLL is intended to address.
- c. The Respondent shall provide a detailed description of the following services to be provided:
 - 1) Clinical Assessments;
 - 2) Multi-Family Group Therapy and Individualized Family/Youth Therapy; and
 - 3) Crisis Support Services.

4. Parenting with Love and Limits Details

- a. The Respondent shall provide the specific details of the PLL Curriculum proposed to include duration, dosage, Multi-Family Group session length, Group size limitations, Individualized Family/Youth session length, Staffing requirements including clinical to youth ratio (caseload), estimated length of PLL cycle, estimated number of total sessions, including assessment session.
- b. The Respondent shall describe the methods for conducting the initial Family commitment session and how family engagement will be encouraged and maintained throughout the service cycle.
- c. The Respondent shall describe how missed sessions for either type of session can be made up, the number of sessions required for completion of services, and the length of time.
- d. The Respondent shall describe how cycles of PLL will occur with a schedule outlining the start and end of closed groups for the initial six (6) month session.

Staffing

- The Respondent shall describe its operational approach to the recruitment, training, supervision and retention of staff/practitioners to provide services.
- b. The Respondent shall describe staffing practices to ensure caseloads are maintained at appropriate, effective and manageable levels, training is consistent with Department requirements, and staff possess qualifications and professional experience to provide services as specified in this RFP.
- c. The Respondent shall describe the approach to the recruitment of culturally diverse and bilingual staff that are able to meet the unique cultural and gender specific needs of the proposed population.
- d. The Respondent shall provide their staff training plan to ensure all staff are appropriately trained in the requirements for training as per the

Attachment A, Services Sought, Section IV, Staffing/Personnel, and for the model curriculum of PLL, including fidelity training.

6. Quality Assurance

- a. The Respondent shall describe their management design/structure that ensures provision of oversight and control of the services to obtain optimum service delivery.
- b. The Respondent shall describe their internal quality improvement/assurance process necessary to identify problems and improve service delivery including frequency of monitoring, reviews, etc. and the methods to be employed. The Respondent shall describe the approach to reporting, analyzing, and tracking critical incidents (incident reporting) related to youth, stakeholders, and employees.
- c. The Respondent shall describe how trending data from incidents and complaints will be incorporated into the quality improvement and monitoring processes.

7. <u>Implementation of Services</u>

The Respondent shall outline the timeline for the implementation of services and how it plans for all tasks associated with implementation will be made available for referrals no later than thirty (30) days after Contract Award.

8. Fidelity Monitoring of PLL/Reporting

- a. The Respondent shall describe their overall plan for conducting fidelity monitoring to ensure PLL is delivered in accordance with fidelity of the model developer design, including how the Department requirements for data entry in into the evidence- based system will be handled.
- b. The Respondent shall describe the process for conducting internal fidelity monitoring to ensure therapists adherence to the model curriculum.
- c. The Respondent shall describe the method of supervision of the clinicians, the frequency, and method and duration of supervision that meets the fidelity requirements of model curriculum.
- d. The Respondent shall describe their data collecting and reporting capability that meets the requirements as outlined in this RFP.

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, II., D., 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. 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;
- The Department also acknowledges that a Respondent I) 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

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, providing Parenting with Love and Limits Services to a juvenile population as specified in this RFP.

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 Parenting with Love and Limits Services 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 DJJ'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 Cuba or 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 Cuba or 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:
 - 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;
- (I) 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 R);and
- (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_www.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.

ATTACHMENT F - EVALUATION CRITERIA

I. <u>Maximum Possible Points</u>

Section Title	Maximum Possible Points per Section
Technical Proposal – Volume 1	
Management Capabilities and Competencies	135
2. Approach and Coordination	75
General Description of Parenting with Love and Limits (PLL) Services	120
Parenting with Love and Limits Details	150
5. Staffing	120
6. Quality Assurance	105
7. Implementation of Services	115
Fidelity Monitoring of PLL/Reporting	90
Financial Proposal – Volume 2	
1. Attachment H – Budget (RFP 10685)	0
Total Maximum Overall Points	910

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. <u>Technical Proposal</u>

1. 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 in Attachment P		AWARD CRITERIA
RATING	SCORE	EVALUATION DESCRIPTION
Excellent	5	The technical 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 technical proposal meets all technical specifications and requirements for the component specified. The approach is comprehensive and complete in every detail. The technical proposal approach contains some innovative details for some of the components specified.

Adequate	3	The technical proposal meets all technical specifications and requirements for the component specified.
Poor	2	The technical 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 technical proposal fails to demonstrate the Respondent's understanding of the requirements for the component specified or the ability to provide the service.
Not Addressed	0	The technical proposal does not address the service component(s) specified, or the evaluator is not able to locate the information in the technical 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

- The Attachment H Budget will be evaluated by the Department for the following criteria:
 - a. The Grand Total (Total Contract Amount) in the Attachment H is at, or under, the maximum amount listed in Attachment B, Section XIV., Total Maximum Contract Dollar Amount.
 - b. Staff listed in the Attachment H Budget (10685) includes all staff listed in Attachment A, Section IV., Staffing/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.
 - Option #1 D & B Supplier Evaluation Risk (SER) Evaluation Criteria D&B SER score must be ≤ 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: ≥ 1.0:1 or (1.0)
 Computation: Total current assets ÷ total current liabilities
 - b) Debt to tangible net worth: ≤ 6:1
 Computation: Total liabilities ÷ tangible net worth (net worth minus intangible assets)
 - c) Minimum existing sales: ≥ the maximum annual contract dollar amount for services proposed under this RFP.
 - d) Total equity: ≥ 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					
	RFP PROPOSAL CROSS REFERENCE TABLE					
	RFP DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)		LOCATION IN PROPOSAL (TO BE COMPLETED BY RESPONDENT)			
SECTION/PART	SUBJECT		PAGE NUMBERS	SECTIONS/PARTS		
Attachment B., Section XX., A.	Transmittal Letter					
Attachment B., Section XX., B.	Attachment O - Cross Reference Table					
Attachment B., Section XX., F.	Attachment R - Certification of Experience					
Attachment B., Section XX., C.	Attachment K, Drug-Free Workplace Certification & Attachment S, Tie Breaking Certifications					
Attachment B., Section XX., F.	Attachment E – Client Contact List					
Attachment B., Section XX., E.	Attachment H – Budget (RFP 10685)					
Attachment B., Section XX., E.						
	TECHNICAL PROPOSAL					

*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 in evaluating the proposal. Failure to provide information as requested may result in 0 points being assessed for that portion of the 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.

	CATEGORY #1: MANAGEMENT CAPABILITIES AND COMPETENCIES		
Attachment B,	The Respondent shall provide an		
Section XX., D.,1.,	organizational chart, identifying Key		
a.	personnel/positions and their qualifications		
	that will have management and oversight of		
	proposed PLL services.		
Attachment B,	The Respondent shall provide a narrative		
Section XX., D.,	detail of its internal resources, strengths, and		
1., b.	skills to deliver services. Information		

ATTACHMENT O RFP PROPOSAL CROSS REFERENCE TABLE RFP DOCUMENTATION **LOCATION IN PROPOSAL** (TO BE COMPLETED BY DEPARTMENT) (TO BE COMPLETED BY RESPONDENT) **PAGE** SECTION/PART SECTIONS/PARTS **SUBJECT NUMBERS** submitted shall clearly support the Respondent's ability to deliver PLL Services as sought by the Department. The Respondent shall describe Attachment B. the Section XX., D., background and experience that demonstrates experience and competencies 1., c. of the organization to deliver the PLL services sought by the RFP. The Respondent shall detail their past Attachment B. experience providing services similar to the Section XX... D.,1., d. services sought by this RFP to a juvenile population. Services must be closely related to services sought (i.e. interventions, treatments, therapies.) **CATEGORY #2: APPROACH AND** COORDINATION The Respondents shall describe its Attachment B. Section XX., D., organization's approach and philosophy, including mission statement, core values, 2., a. and vision. Attachment B. The Respondent shall describe how their Section XX., D., organization would manage PLL services 2., b. and the required collaboration with Department staff. **CATEGORY #3: GENERAL DESCRIPTION** OF PARENTING WITH LOVE AND LIMITS (PLL) SERVICES The Respondent shall describe, in narrative Attachment B, detail, the general delivery of PLL services to Section XX., D.,

be made available to Department referred

youth within the geographical area proposed. Indicate if services proposed

3., a.

ATTACHMENT O RFP PROPOSAL CROSS REFERENCE TABLE RFP DOCUMENTATION **LOCATION IN PROPOSAL** (TO BE COMPLETED BY DEPARTMENT) (TO BE COMPLETED BY RESPONDENT) **PAGE** SECTION/PART SECTIONS/PARTS **SUBJECT NUMBERS** meet minimum requirements as set forth in Attachment A. The Respondent shall explain how PLL is Attachment B. appropriate for delinquent youth including Section XX., D., the major risk factors (Criminogenic needs) 3., b. PLL is intended to address. The Respondent shall provide a detailed Attachment B. description of the following services to be Section XX., D., 3., c., 1-3. provided: Clinical Assessments • Multi-Family Group Therapy and Individualized Family/Youth Therapy Crisis Support Services **CATEGORY #4: PARENTING WITH LOVE AND LIMITS DETAILS** The Respondent shall provide the specific Attachment B. details of the PLL Curriculum proposed to Section XX., D., include duration, dosage, Multi-Family 4., a. Group session length, Group size limitations, Individualized Family/Youth session length, staffing requirements including clinical to youth ratio (caseload), estimated length of PLL cycle, estimated number of total sessions, including assessment session. The Respondent shall describe the methods Attachment B. Section XX., D., for conducting the initial Family commitment session and how family engagement will be 4., b.

ATTACHMENT O RFP PROPOSAL CROSS REFERENCE TABLE RFP DOCUMENTATION **LOCATION IN PROPOSAL** (TO BE COMPLETED BY DEPARTMENT) (TO BE COMPLETED BY RESPONDENT) **PAGE** SECTION/PART SECTIONS/PARTS **SUBJECT NUMBERS** encouraged and maintained throughout the service cycle. The Respondent shall describe how missed Attachment B. Section XX., D., sessions for either type of session can be made up, the number of sessions required 4., c. for completion of services, and the length of time. The Respondent shall describe how cycles Attachment B. Section XX., D., of PLL will occur with a schedule outlining the start and end of closed groups for the initial 4., d. six (6) month session. **CATEGORY #5: STAFFING** The Respondent shall describe its Attachment B, operational approach to the recruitment, Section XX., D., training, supervision and retention of 5., a. staff/practitioners to provide services. Attachment B. The Respondent shall describe staffing Section XX., D., practices to ensure caseloads are maintained at appropriate, effective and 5., b. manageable levels, training is consistent with Department requirements, and staff possess qualifications and professional experience to provide services as specified in this RFP. Attachment B. The Respondent shall describe the approach to the recruitment of culturally diverse and Section XX., D., bilingual staff that are able to meet the 5., c. unique cultural and gender specific needs of the proposed population.

	ATTACHMENT O							
	RFP PROPOSAL CROSS REFERENCE TABLE							
	RFP DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)		LOCATION IN PROPOSAL (TO BE COMPLETED BY RESPONDENT)					
SECTION/PART	SUBJECT		PAGE NUMBERS	SECTIONS/PARTS				
Attachment B, Section XX., D., 5., d.	The Respondent shall provide their staff training plan to ensure all staff are appropriately trained in the requirements for training as per the Attachment A, Services Sought, Section IV, Staffing/Personnel, and for the model curriculum of PLL, including fidelity training.							
	CATEGORY #6: QUALITY ASSURANCE							
Attachment B, Section XX., D., 6., a.	The Respondent shall describe their management design/structure that ensures provision of oversight and control of the services to obtain optimum service delivery.							
Attachment B, Section XX., D., 6., b.	The Respondent shall describe their internal quality improvement/assurance process necessary to identify problems and improve service delivery including frequency of monitoring, reviews, etc. and the methods to be employed. The Respondent shall describe the approach to reporting, analyzing, and tracking critical incidents (incident reporting) related to youth, stakeholders, and employees.							
Attachment B, Section XX., D., 6., c.	The Respondent shall describe how trending data from incidents and complaints will be incorporated into the quality improvement and monitoring processes.							
	CATEGORY #7: IMPLEMENTATION OF SERVICES							

ATTACHMENT O RFP PROPOSAL CROSS REFERENCE TABLE RFP DOCUMENTATION **LOCATION IN PROPOSAL** (TO BE COMPLETED BY DEPARTMENT) (TO BE COMPLETED BY RESPONDENT) **PAGE** SECTION/PART **SECTIONS/PARTS SUBJECT NUMBERS** The Respondent shall outline the timeline for Attachment B. Section XX., D., the implementation of services and how it 7. plans for all tasks associated with implementation will be made available for referrals no later than thirty (30) days after Contract Award. **CATEGORY #8: FIDELITY MONITORING** OF PLL/REPORTING The Respondent shall describe their overall Attachment B. plan for conducting fidelity monitoring to Section XX., D., 8., a. ensure PLL is delivered in accordance with fidelity of the model developer design, including how the Department requirements for data entry in into the evidence-based system will be handled. The Respondent shall describe the process Attachment B. Section XX., D., for conducting internal fidelity monitoring to ensure therapists adherence to the model 8., b. curriculum. The Respondent shall describe the method Attachment B. Section XX., D., of supervision of the clinicians, the frequency, method and duration of 8., c. supervision that meets the fidelity requirements of model curriculum. The Respondent shall describe their data Attachment B. collecting and reporting capability that meets Section XX., D., 8., d. the requirements as outlined in this RFP.

ATTACHMENT P WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS

CATEGORY #1: MANAGEMENT CAPABILITIES AND COMPETENCIES

Consideration 1.1: To what extent does the Respondent provide a copy of the corporate organizational chart and description of the corporate organizational structure and leadership staff's qualifications (resume or job description) that indicates sufficient management capability to perform or provide oversight of the services required? (Weighted: 7 Max Points: 35)

Consideration 1.2: To what extent does the Respondent demonstrate, through their internal quality improvement processes, their ability to deliver the PLL services as sought by the Department? (Weighted: 7 Max Points: 35)

Consideration 1.3: To what extent does the Respondent describe the background and experience that demonstrates experience and competencies of the organization to deliver the PLL services sought by the Department? (Weighted: 7 Max Points: 35)

Consideration 1.4: To what extent does the Respondent demonstrate their past experience providing services similar to the services sought by this RFP (i.e. interventions, treatments, therapies), to a juvenile population? (Weighted: 6 Max Points: 30)

CATEGORY #2: APPROACH AND COORDINATION

Consideration 2.1: To what extent does the Respondent's description of its organization's approach and philosophy, including mission statement, core values, and vision clearly demonstrate their support of the proposed services for the program and the specific services required? (Weighted: 7 Max Points: 35)

Consideration 2.2: To what extent does the Respondent describe how their organization would manage PLL services and the required collaboration with Department staff? (Weighted: 8 Max Points: 40)

CATEGORY #3: GENERAL DESCRIPTION OF PARENTING WITH LOVE AND LIMITS (PLL) SERVICES

Consideration 3.1: To what extent does the Respondent describe the general delivery of PLL services, as specified in Attachment A, to be made available to Department referred youth within the geographical area proposed? (Weighted: 8 Max Points: 40)

Consideration 3.2: To what extent does the Respondent describe how PLL is appropriate for delinquent youth including the major risk factors (Criminogenic needs) PLL is intended to address? (Weighted: 8 Max Points: 40)

Consideration 3.3: To what extent does the Respondent describe the provision of clinical assessments, multi-family group therapy and individualized family/youth therapy, and crisis support services, as sought by the Department? (Weighted: 8 Max Points: 40)

CATEGORY #4: PARENTING WITH LOVE AND LIMITS DETAILS

Consideration 4.1: To what extent does the Respondent describe the specific details and understanding of the PLL Curriculum to include duration, dosage, Multi-Family Group session length, Group size limitations, Individualized Family/Youth session length, staffing requirements including clinical to youth ratio (caseload), estimated length of PLL cycle, estimated number of total sessions, including assessment session.? (Weighted: 8 Max Points: 40)

Consideration 4.2: To what extent does the Respondent describe the methods for conducting the initial Family commitment session and how family engagement will be encouraged and maintained throughout the service cycle? (Weighted: 8 Max Points: 40)

Consideration 4.3: To what extent does the Respondent's description of how missed sessions for either type of session can be made up, the number of sessions required for completion of services, and the length of time meet the requirements of Attachment A? (Weighted: 7 Max Points: 35)

Consideration 4.4: To what extent does the Respondent's description of how cycles of PLL will occur (group/cohort start and end) meet the goals of the services sought by this RFP? (Weighted: 7 Max Points: 35)

CATEGORY #5: STAFFING

Consideration 5.1: To what extent does the Respondent describe its operational approach to the recruitment, training, supervision and retention of staff/practitioners to provide services? (Weighted: 6 Max Points: 30)

Consideration 5.2: To what extent does the Respondent describe how its staffing practices ensure caseloads are maintained at appropriate, effective and manageable levels, training is consistent with Department requirements, and staff possess qualifications and professional experience to provide services as specified in this RFP? (Weighted: 6 Max Points: 30)

Consideration 5.3: To what extent does the Respondent describe its approach to the recruitment of culturally diverse and bilingual staff that are able to meet the unique cultural and gender specific needs of the proposed population? (Weighted: 6 Max Points: 30)

Consideration 5.4: To what extent does the Respondent's staff training plan ensure all staff are appropriately trained in the requirements for training as per the Attachment A, Services Sought and for the model curriculum of PLL, including fidelity training? (Weighted: 6 Max Points: 30)

CATEGORY #6: QUALITY ASSURANCE

Consideration 6.1: To what extent does the Respondent's management design/structure ensure the provision of oversight and control of the services to obtain optimum service delivery? (Weighted: 7 Max Points: 35)

Consideration 6.2: To what extent does the Respondent describe the internal quality improvement/assurance process necessary to identify problems and improve service delivery including frequency of monitoring, reviews, the methods to be employed and the approach to reporting, analyzing, and tracking critical incidents (incident reporting) related to youth, stakeholders, and employees? (Weighted: 7 Max Points: 35)

Consideration 6.3: To what extent does the Respondent describe how trending data from incidents and complaints will be incorporated into the quality improvement and monitoring processes? (Weighted: 7 Max Points: 35)

CATEGORY #7: IMPLEMENTATION OF SERVICES

Consideration 7.1: To what extent does the Respondent's proposal describe its program methodology for providing services described in Attachment A, for referrals no later than thirty (30) days after Contract award. (Weighted: 23 Max Points: 115)

CATEGORY #8: FIDELITY MONITORING OF PLL/REPORTING

Consideration 8.1: To what extent does the Respondent describe their overall plan for conducting fidelity monitoring to ensure PLL is delivered in accordance with fidelity of the model developer design, including how the Department requirements for data entry in into the evidence-based system will be handled? (Weighted: 5 Max Points: 25)

Consideration 8.2: To what extent does the Respondent describe the process for conducting internal fidelity monitoring to ensure therapists adherence to the model curriculum? Consider methods, frequency, and documentation. (Weighted: 5 Max Points: 25)

Consideration 8.3: To what extent does the Respondent describe the method of supervision of the clinicians, the frequency, method and duration of supervision that meets the fidelity requirements of model curriculum.? Consider methods, frequency, and documentation. (Weighted: 4 Max Points: 20)

Consideration 8.4: To what extent does the Respondent describe their data collecting and reporting capability that meets the requirements as outlined in this RFP? Consider methods, frequency, and documentation. (Weighted: 4 Max Points: 20)

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ATTACHMENT R CERTIFICATION OF EXPERIENCE

RFP #10685

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.

COMP	ANY NAME:
DATE	ESTABLISHED:
PRIMA	ARY BUSINESS:
TOTAL	NUMBER OF EMPLOYEES:
NUMBI	ER OF EMPLOYEES ENGAGED IN ACTIVITIES RELEVANT TO THIS RFP:
NUMBI	ER OF YEARS PROVIDING PARENTING WITH LOVE AND LIMITS SERVICES TO A JUVENILE
POPUL	LATION AS SPECIFIED IN THIS RFP (PUBLIC AND OR PRIVATE):
SERVI YEARS	INTITIES FOR WHOM THE COMPANY HAS PROVIDED PARENTING WITH LOVE AND LIMITS CES TO A JUVENILE POPULATION AS SPECIFIED IN THIS RFP WITHIN THE LAST FIVE S AND THE DATES OF PERFORMANCE (RESPONDENT MUST DEMONSTRATE TWO YEARS RIENCE WITHIN THE LAST FIVE YEARS):
IF SER	RVICES PROVIDED TO THE DEPARTMENT:
Α.	THIS SECTION IS TO BE COMPLETED BY RESPONDENTS CURRENTLY PROVIDING PARENTING WITH LOVE AND LIMITS SERVICES TO A JUVENILE POPULATION 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:
В.	THIS SECTION IS TO BE COMPLETED BY RESPONDENTS WHO HAVE PROVIDED PARENTING WITH LOVE AND LIMITS SERVICES TO A JUVENILE POPULATION 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:

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RFP	#1	0685
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I,	CERTIFY	THAT	THE	RESPONDEN	T KNOWN	AS
	HAS A	T LEAS	Τ	YEARS EXPE	RIENCE WIT	HIN
THE LAST FIVE (5) YEARS PROVIDING	PARENTING	WITH	LOVE	AND LIMITS S	SERVICES T	ОА
JUVENILE JUSTICE POPULATION AS SPEC	CIFIED IN TI	HIS RFF).			
SIGNATURE:						
PRINTED NAME:						
TITLE:						
DATE:						

ATTACHMENT T CLIENT CONTACT LIST

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:	
	FFICE E-MAIL:
ADDRESS:	
CLIENT 2:	
NAME OF CLIENT:	
TITLE OF CLIENT:	
FIRM OR BUSINESS NAME:	
	FFICE E-MAIL:
CLIENT 3:	
NAME OF CLIENT:	
TITLE OF CLIENT:	
FIRM OR BUSINESS NAME:	
	FFICE E-MAIL:
ADDRESS:	
TYPE OF SERVICE PROVIDED:	
CLIENT 4:	
NAME OF CLIENT:	
TITLE OF CLIENT:	
FIRM OR BUSINESS NAME:	
OFFICE TELEPHONE NUMBER: OI	FFICE E-MAIL:
ADDRESS:	
TYPE OF SERVICE PROVIDED:	