



**FLORIDA DEPARTMENT OF CORRECTIONS
REQUEST FOR PROPOSAL (RFP)
Acknowledgement Form**

Page <u>1</u> of <u>102</u> pages	Jessie C. Moseley, Procurement Manager Department of Corrections Bureau of Procurement and Supply 501 South Calhoun Street Tallahassee, FL 32399-2500 E-mail: moseley.jessie@mail.dc.state.fl.us Fax: (850) 488-7189
AGENCY RELEASE DATE: 11/24/2014	

SOLICITATION TITLE: COMMUNITY RELEASE CENTER SERVICES - DAYTONA BEACH	SOLICITATION NO: DC RFP-14-045
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RESPONSES WILL BE OPENED: **February 10, 2015 at 2:00 p.m., E.T.**
and remain valid for **365** days after such date and time.

VENDOR NAME:	<hr/> *AUTHORIZED SIGNATURE (MANUAL) <hr/> *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the Bidder.
VENDOR MAILING ADDRESS:	
CITY - STATE - ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

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

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

VENDOR CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation and any resulting contract or purchase order.

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

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TIMELINE
DC-RFP-14-045

EVENT	DUE DATE	LOCATION
RFP Advertised - Released	November 24, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Mandatory Site Visit	January 13, 2015 @ 10:00 a.m. E.T.	Florida Department of Corrections Daytona Beach Community Release Center 3601 U.S. Highway 92 Daytona Beach, Florida 32124
Pre-Proposal Conference (Non-mandatory)	January 15, 2015 @ 10:00 a.m. E.T.	Florida Department of Corrections 501 S. Calhoun Street, Room 335 Tallahassee, FI 32399 Call in number – 888-670-3525, code 1603048419
Questions submitted in writing.	Prior to 12:00 p.m. E.T.	Submit to: Florida Department of Corrections Procurement – Jessie C. Moseley 501 S. Calhoun Street Tallahassee, FI 32399 Fax: (850) 488-7189 E-mail: moseley.jessie@mail.dc.state.fl.us
Anticipated Posting of Answers to Questions	January 30, 2015	Posted electronically via the Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Proposals Due and Opened	Must be received PRIOR to: 2:00 PM E.T. February 10, 2015	Florida Department of Corrections Attn: Procurement – Jessie C. Moseley 501 S. Calhoun Street, Room 335 Tallahassee, FI 32399
Evaluation Team Meeting	February 12, 2015	Florida Department of Corrections 501 S. Calhoun Street, Room 119 Tallahassee, FI 32399
Anticipated Posting of Intent to Award	February 24, 2015	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001), as amended.

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the

bid response. To view the document, go to the following link: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms and click on the PUR 1001 form link.

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000), as amended.

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. To view the document, go to the following link:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms and click on the PUR 1000 form link.

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The Department of Corrections is requesting proposals from qualified proposers who have at least three (3) years of business/corporate experience within the last five (5) years relevant to the provision community-based criminal justice services for inmates or offenders as described in this RFP.

The successful Proposer who is awarded a Contract with the Department to provide these services shall be compensated at a fixed price per diem rate established by their bid price submitted in response to this RFP, with bid prices not to exceed \$21.00 per day, per occupied community release center (CRC) bed. To implement Chapter 2013-40, §662, Laws of Florida, this supplement fee per community work release bed includes an additional \$2.52 as compensation for Electronic Monitoring and will be applied when the first inmate is active on the electronic monitoring system. The successful Proposer shall be paid a monthly compensation for this supplement fee not to exceed \$6,562.08 which is based on the maximum number of 31 calendar days and a maximum number of 84 beds for community work release. Invoices should reflect payment for the number of days in the month being billed. These rates will remain the same until the end of the contract, contingent upon annual appropriation.

Successful Proposers will be permitted to supplement the CRC bed per diem rate by retaining a subsistence fee from inmates paid employment, not to exceed fifty-five percent (55%) of the inmate's net earnings; however, the total operating cost per diem per inmate for CRC (per diem contract payment plus subsistence fee retained) shall not exceed the Department's average operating cost as posted in the previous year's annual report. The Department's annual reports can be found on the Department's public website under the heading of "Publications". The internet address of the Department's public website is: <http://www.dc.state.fl.us/>.

The successful Proposer will operate a Department-owned Community Release Center (CRC). The center will provide housing and transitional services for employed inmates who are nearing re-entry into society. Services include, but are not limited to, operation of the facility, security, supervision, meals, employment, program services including substance abuse and other transitional services. These services will serve to enhance the inmate's successful reintegration back into society. These services are for inmates who meet the criteria for participation in community release programs as referenced in Rule 33-601.602, Florida Administrative Code, Community Release Programs.

The Department intends to award one contract in Volusia County for eighty-four (84) male beds. The final number of awarded beds will be determined by the Department based on the successful Proposer's response to this RFP.

The Department reserves the right to increase or decrease the bed allocation based on Department need and the appropriation of funds.

The successful Proposer shall be required to provide, at a minimum, the following services as further specified in Section 4, Technical Specifications (Statement of Services Sought) of this RFP:

- Maintain the Department's facility/site, and provide a clean, safe environment;
- Sufficient qualified staff to operate the facility and programs;
- Three (3) nutritious, balanced meals per day prepared in accordance with Section 4.8, available on site and/or including preparation of sack lunches for inmates employed away from the CRC during scheduled meal times (if the meal cannot be consumed on site for these inmates);
- Job development, job placement and job retention services;
- Access to transportation as required by Department rules and regulations;
- Provision of non-disciplinary transportation;
- Personal financial management instructions;
- Educational and literacy skills development;
- Life Skills Education;
- Intensive Outpatient and aftercare substance abuse services for inmates identified by the Department to be mandatory substance abuse program participants; and
- Self-help support groups.

One hundred percent (100%) of available CRC bed space contracted by the Department shall be solely dedicated and reserved for the Department of Corrections' inmates. The Department will make every effort to maintain one hundred percent (100%) occupancy of the contracted available beds. However, if bed occupancy falls below eighty percent (80%), the successful Proposer shall agree to request payment for no more than eighty percent (80%) of the contracted available beds until the occupancy percentage is returned to eighty percent (80%) or higher. Once the occupancy rate rises to eighty percent (80%) or higher, the successful Proposer shall be paid for the actual percentage of occupied beds up to the maximum available.

The Department shall maintain discretion over and be responsible for the placement of inmates in the facility. The Department will work in partnership with the successful Proposer to coordinate placement of inmates into the program. The successful Proposer will be encouraged to assist inmates in obtaining job placements that maximize inmate earnings, and that will result in higher hourly wages earned by the inmates, resulting in maximizing subsistence fees to be retained by the successful Proposer. Subsistence fees are based on hourly rates of pay and deductions allowed after NET earnings.

3.2 Background

Chapter 945, Florida Statutes, gives the Department of Corrections (DC) responsibility for the supervisory, protective care, custody, and control of all inmates. The State of Florida has a current total inmate population in excess of one hundred thousand (100,000) inmates. Approximately sixty-four percent (64%) of inmates need substance abuse treatment and the number is expected to rise. Inmates are housed in both privately-operated and state-operated facilities throughout the state including major correctional institutions and other facilities, such as road prisons, various work/forestry camps, treatment centers and community release centers.

The Florida Department of Corrections has operated a community work release system since 1968 through the use of community correctional centers, now known as Community Release Centers (CRC). These centers provide housing, substance abuse treatment, education and transitional services for employed inmates who are nearing re-entry back into society. It has become apparent that employment opportunities and transitional services provided to inmates can be enhanced through outsourcing of Community Release Centers. Proposers desiring to provide CRC services will be responsible for, but not limited to, the operation of the facility, provision of supervision, meals, employment and related transitional services to enhance the inmate's successful reintegration back into society.

Through the Department's re-entry efforts, a high priority is placed on the preparation for release by providing inmates varying levels of substance abuse and transitional services once specific programming needs are assessed. Through the development of concrete plans, including specific treatment plans, participation in therapeutic activities and varying other components that include education, vocation, work-release assignments, employment, and other transitional services, the Department makes every effort to provide inmates the necessary tools to transition from prison to community. It is the Department's goal to return former inmates to their homes to become productive citizens who are equipped to move forward and not return to prison.

3.3 Contract Term

The initial term of the contract resulting from this solicitation shall be three (3) years. The successful Proposer must have the capability to implement service delivery as described herein on a date agreed upon between the successful Proposer and the Department.

3.4 Contract Renewal

(The following Special Instructions shall take precedence over Section 1.0 General Instructions to Respondents PUR1000)

Upon mutual agreement, the Department may renew the contract, in whole or in part, at the same terms and conditions and rate. Any renewal shall be subject to the availability of funds and the renewal period shall be not exceed the original term of the contract. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contractor as determined by the Department. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Contractor no later than thirty (30) business days prior to the Contract expiration date.

3.5 Definitions

The following terms used in this RFP, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- **American Correctional Association (ACA)**: An international accreditation entity that establishes national standards for and conducts audits of correctional programs to assess their administration and management, the facility, operations and services, inmate programs, staff training, medical services, sanitation, use of segregation and detention, incidents of violence, crowding, offender activity levels, and provision of basic services which may impact the life, safety, and health of inmates, as well as staff.
- **Breach of Contract**: A failure of the successful Proposer(s) to perform in accordance with the terms and conditions of the Contract which may result from this RFP.

- **Case File**: A file developed and maintained by the successful Proposer on each inmate housed at the Community Release Center (CRC) that may contain information on the inmate's classification, release, programs, employment, financial status and obligations, visitation, furlough, and other areas, as applicable.
- **Community Release Center (CRC)**: Any program which allows inmates to work at paid employment or participate in education, training, or substance abuse treatment programs in a community release center, contract community release center facility, or community contract facility, or voluntarily work with a public or nonprofit agency in the community.
- **Comprehensive Program Evaluation**: An in-depth contract compliance monitoring conducted a minimum of once per year by the Department's Contract Manager or designee to document the successful Proposer's compliance with the terms of the contract and to evaluate overall program functioning. Frequency of monitoring will be at the discretion of the Contract Manager or designee, in accordance with Department procedure, with adequately functioning programs being monitored less frequently.
- **Contract**: The agreement (contract or purchase order) which results from this RFP between the successful Proposer and the Department.
- **Contract Non-Compliance**: Failure to meet or comply with any requirement or term of the contract.
- **Contractor**: The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
- **Corrective Action Plan (CAP)**: A successful Proposer's comprehensive written response to any deficiencies discovered in the course of Contract Compliance Monitoring, and plan for remediation of those deficiencies.
- **Court Ordered Payment System (COPS)**: The Department's electronic system utilized to record the collection and disbursement of court-ordered payments and other financial obligations from inmates to victims and other recipients identified on the court order associated with each inmate.
- **Deliverables**: Those services, items and/or materials provided, prepared and delivered to the Department in the course of performance of the Contract. Deliverables shall be more specifically described in the Statement of Work.
- **Department or Owner**: The Florida Department of Corrections referred to in this RFP document.
- **Desirable Conditions**: The use of the words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.
- **Electronic Monitoring**: Refers to receiving and transmitting equipment placed on the inmate that monitors the inmate twenty-four (24) hours a day, seven (7) days a week.
- **Evidenced-Based**: An approach to programming or utilization of curriculums that have been validated by some form of document scientific evidence and have specific outcome measures. Evidenced-based practice and /or curriculums stand in contrast to approaches that are based on tradition, convention, belief, and/or anecdotal evidence.

- **HIPAA**: Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requires the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The awarded successful Proposer shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.
- **Licensure**: As used herein, refers to the statutory or regulatory authority to provide substance abuse programs to inmates.
- **Licensure Inspection**: An on-site inspection conducted by the Department of Children and Families of the licensed program and a review of the service components provided to monitor and ensure the successful Proposer's level of compliance with licensure standards.
- **Mandatory Responsiveness Requirements**: Terms, conditions or requirements that must be met by the Proposer to be responsive to this solicitation. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a bid. Any bid rejected for failure to meet mandatory responsiveness requirements will not be further reviewed.
- **Material Deviations**: The Department has established certain requirements with respect to bids to be submitted by Proposers. The use of *shall*, *must* or *will* (except to indicate future events) in this RFP indicates a requirement or condition which may not be waived by the Department except where the deviation there from is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.
- **Net Earnings**: The resulting wages that remain after income taxes, social security taxes, Medicare taxes and any legally required court ordered civil deductions are withheld (deducted) from the total wages (gross wages) earned.
- **OBIS**: The Offender Based Information System that is the Department's official record keeping system of offenders.
- **Outpatient Substance Abuse Treatment Programs**: An array of substance abuse treatment programs of lesser intensity than a residential program provided to inmates participating in programs other than residential (therapeutic community) programs.
- **Personalized Program Plan (PPP)**: A documented plan prepared for each inmate that includes measurable criteria of expected behavior/accomplishments and a schedule for achieving specific goals and objectives while in the community release center program.
- **Parent Institution**: A Correctional Institution that will be designated to provide oversight and limited classification services to a contracted CRC facility. The Warden of the parent institution is the departmental liaison for the successful Proposer-operated facility for the term of the Contract resulting from this RFP unless otherwise delegated to the Contract Manager or the Contract Manager's designee.

- **Prison Rape Elimination Act (PREA)**: Where used herein, refers to Part 115 of Title 28 of the Code of Federal Regulations (C.F.R.), National Standards to Prevent, Detect, and Respond to Prison Rape, under the “Prison Rape Elimination Act of 2003.” The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
- **Proposer or Successful Proposer**: The organizational entity serving as the primary Proposer with whom a contract will be executed or a purchase order will be issued. The term shall include all employees, subcontracts, agents, volunteers, and anyone acting on behalf of, in the interest of, or for the Proposer.
- **Quality Assurance Program**: A formal method of evaluating the quality of care rendered by a provider and is used to promote and maintain an efficient and effective service delivery. Quality assurance includes the use of a quality improvement process to prevent problems from occurring so that corrective efforts are not required.
- **Regional Office**: The office responsible for management of certain institutions and facilities located within each of three (3) geographical regions of the Department.
- **Subcontract**: An agreement entered into by the successful Proposer with any other person or organization that agrees to perform any performance obligation for the successful Proposer specifically related to securing or fulfilling the successful Proposer’s obligations to the Department under the terms of the Contract resulting from this RFP.
- **Subsistence**: A fee that the successful Proposer may charge to employed inmates enrolled in the WRC program, intended to supplement the per diem rate of compensation paid to the successful Proposer by the Department as stipulated in the contract.
- **Transitional Services**: The programs and services that are provided to inmates that will help facilitate their reintegration back into free society. These services include, but are not limited to, employment placement, employment development, educational programming, substance abuse counseling, re-entry programming and faith-based activities.
- **Use of Force**: The physical force used on an inmate only when and to the degree that is reasonably necessary to control a situation.
- **Vendor, Proposer, Respondent and Bidder**: A legally qualified corporation, partnership or other entity submitting a response/offer to the Department pursuant to this RFP.
- **Winning or Successful Vendor/Proposer/Respondent/Bidder**: The business or entity submitting the lowest responsive response/bid/offer, meeting all requirements of the Department’s RFP.
- **Work Release Inmate**: An inmate who participates in the paid employment portion of the CRC.
- **WRIMS**: The Work Release Inmate Monitoring System or website application used daily by facility staff to record information related to the facility operations and security management.

SECTION 4.0 - TECHNICAL SPECIFICATIONS (STATEMENT OF SERVICES SOUGHT)

4.1 Scope of Services

This section contains the Scope of Service that will be required in any contract that may be executed as a result of this RFP. By submitting a proposal, each Proposer specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this RFP, all requirements referencing "Contractor" contained within the Scope of Service below will be applicable to the Proposer should he/she be deemed the successful Proposer as defined in Section 3.6, Definitions.

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

4.2 General Description of Services

The purpose of this solicitation is for the successful Proposer to operate a Department-owned Community Release Center (CRC). The Center shall provide housing, substance abuse, education, employment skills and transitional services for employed inmates who are nearing re-entry into society. Services include, but are not limited to, operation of the facility, security, supervision, meals and program services including substance abuse, education, employment, and other transitional services. These services are for inmates who meet the criteria for participation in CRC's as referenced in Rule 33-601.602, Florida Administrative Code and will serve to enhance the inmate's successful reintegration back into society.

The CRC will be linked with a Department of Corrections' Institution (Tomoka Correctional Institution) within the same geographical area, in which the Warden will provide oversight and limited classification services.

The Department will not furnish administrative functions or support services, (e.g., support staff, telephone service, secretarial or clerical support) to the successful Proposer. All staff provided under any resulting Contract will be hired by the successful Proposer and will not be considered employees of the Department.

4.2.1 Rules and Regulations

All services provided must meet all applicable local, state and federal ordinances, laws, rules and regulations governing the operation of a CRC or related facility. In addition, CRC services must be provided in accordance with all Rules of the Department of Corrections, as contained in Chapter 33, Florida Administrative Code and any applicable Department of Corrections' procedures or guidelines as specified in any resulting Contract, and any subsequent development, revisions and/or amendments thereto. Should local, state, federal or program requirements change during the course of this Contract, the updated regulations and requirements will take precedence.

The laws, rules and regulations referenced in this solicitation are incorporated herein by reference and will be made a part of the resulting Contract. The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the

general public which is served by the Department, either directly or indirectly, through these services. The failure of the Department to set forth a specific reservation of rights as to any particular provision regarding services to be performed under the resulting Contract does not negate the Department's reservation of rights and does not mean that any provision regarding the services to be performed under the resulting Contract is subject to a requirement that the parties mutually agreed upon.

The specific rules, procedures and regulations identified below or elsewhere in this section are not listed to the exclusion of any other rules, procedures and regulations required throughout the resulting Contract. The Department will monitor the successful Proposer's performance to ensure compliance with all rules, regulations and requirements contained herein.

Copies of the Florida Administrative Code, Florida Statutes and Code of Federal Regulations referenced herein are available on the internet. The successful Proposer shall comply with the following rules and regulations:

- 4.2.1.1 Chapter 33-602, F.A.C., Security Operations, including but not limited to Inmate Property, Searches of Inmates, Inmate Telephone Use, and Use of Force.
- 4.2.1.2 Chapter 33-601, F.A.C., Classification and Central Records, including but not limited to Inmate Discipline, CRCs, Inmate Visiting, Furloughs, Gain Time and Confidential Records.
- 4.2.1.3 Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. 1320d-1329d-8), and all applicable regulations promulgated thereunder. Such compliance shall be required as outlined in Attachment #5 Business Associate Agreement, which is incorporated herein as if fully stated.
- 4.2.1.4 Chapter 33-103, F.A.C., Inmate Grievances.
- 4.2.1.5 Chapter 33-208.002, F.A.C., Rules of Conduct.
- 4.2.1.6 Department of Corrections' Health Services Bulletin No. 15.07.02, Health Services for Inmates in Community Facilities.
- 4.2.1.7 Applicable requirements of Title 42 Code of Federal Regulations Part 2; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Standards for Privacy of Individually Identifiable Health Information, Title 45 C.F.R., Parts 160, 162 and 164, Chapters 397 and 415, of the Florida Statutes; Section 4A-44.003(3) and Chapters 33 and 65D-30, of the Florida Administrative Code; Code of Ethics and Conduct for Addiction Professionals of Florida and any additional applicable local, state and federal laws, rules and regulations. In addition, services must be provided in accordance with any Department of Corrections' substance abuse program and policy guidelines, instructional manuals, and any subsequent revisions and/or addenda to those documents. Should licensing or program requirements change during the course of the resulting Contract, the updated regulations and requirements will take precedence. The above

laws, rules and regulations are incorporated herein by reference and shall be made a part of the resulting Contract.

- 4.2.1.8 The successful Proposer shall comply with all mandatory American Correctional Association (ACA) Performance Standards for Adult Community Residential Services (ACRS), Fourth Edition, and any updates thereto. The ACRS, Fourth Edition, can be found on the Department's public website under the heading of "Prisons". The internet address for the Department's public website is: <http://www.dc.state.fl.us/>.
- 4.2.1.9 The successful Proposer shall comply with Department of Corrections' Procedure 602.010, Drug Testing of Inmates.
- 4.2.1.10 The successful Proposer shall provide transportation at no cost to the assigned inmates for any off-site activities as approved by the Warden or designee of the parent institution; or non-disciplinary travel to the parent institution or other DC facilities.
- 4.2.1.11 The successful Proposer shall be responsible for providing all program staff office supplies, including postage. The successful Proposer shall also be responsible for providing all program staff with furniture, telephones, office equipment and computers and printers (unless otherwise specified) and required data lines for access to the Work Release Inmate Monitoring System (WRIMS) and the Offender Based Information System (OBIS) according to Department specifications.
- 4.2.1.12 The successful Proposer shall ensure that staff attend all Department mandated meetings and training as they pertain to the services provided under this Contract. The Department will provide and the successful Proposer shall require all employees to complete the mandatory in-service training for institutional non-certified staff as outlined in the Department's Master Training Plan. The successful Proposer shall be responsible for all expenses incurred for sending staff to training events including transportation, meals and per diem expenses.
- 4.2.1.13 The successful Proposer shall be responsible for First-Aid and CPR training and any additional follow-up expenses for successful Proposer staff. Successful proposer staff must provide documentation of certification to the parent institution Environmental Health and Safety Officer.
- 4.2.1.14 The successful proposer shall ensure their staff performing services under the contract resulting from this RFP at institutional sites is screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by the Department's Procedure 401.015, Employee Tuberculosis Screening. This service will be provided by the Department's comprehensive health service contract provider at no cost to the successful proposer.

4.2.1.15 The successful Proposer shall comply with Department of Corrections' procedure 602.053, Prison Rape: Prevention, Elimination, and Investigation.

4.3 Communications

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

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

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

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

The successful Proposer shall respond to Informal and Formal communications by facsimile or email, with follow-up by hard copy mail.

A date/numbering system shall be utilized for tracking of formal communications.

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

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

In addition to the Contract communications noted in Section 4.3 in this RFP, if there is an urgent administrative problem the Department shall make contact with the successful Proposer and the successful Proposer shall orally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the successful Proposer and the successful Proposer shall orally respond to the Contract Manager within forty eight (48) hours. The successful Proposer or successful Proposer's designee at each institution shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) working days of receipt of the request.

4.4 Parent Institution

The parent institution shall be Tomoka CI The Warden will provide oversight and limited classification services.

4.5 Department's Responsibilities

- 4.5.1 The Department will complete the DC5-404 form for each inmate assigned to the CRC who wishes to volunteer for post-release substance abuse transitional housing programs. The Department will work in partnership with the successful Proposer to coordinate the placement of participants upon release.
- 4.5.2 The Department shall pay for the costs associated with local, state, and federal licenses, permits and inspection fees required to operate the facility and will be reimbursed by the successful Proposer; this does not include all required Substance Abuse License's. All required permits and licenses shall be current and maintained on site.
- 4.5.3 The Department shall ensure that the CRC complies with applicable Florida Administrative Code requirements, Rules of the State Fire Marshal, and applicable Uniform Fire Safety Standards found in Chapter 633, Florida Statutes, Fire Prevention and Control.
- 4.5.4 The Department shall ensure the proposed facility and location have the required zoning permits and occupational licenses in effect at the time the successful Proposer assumes operation of the CRC.

4.6 Service Delivery Locations, Times, Facilities and Equipment

4.6.1 Service Times

The CRC shall be staffed and operational twenty-four (24) hours per day, seven (7) days a week, for each day of the year. Substance abuse, education, employment skills and transitional services shall be provided at times that will accommodate the majority of inmates' work schedules. The Contract Manager shall approve in writing (email acceptable) the daily activity schedule of program services within fifteen (15) days of Contract execution and prior to any revisions.

4.6.2 Facility Requirements

- 4.6.2.1 The successful Proposer shall provide services in a clean, safe facility and all components of the site shall be maintained in good repair and proper working order at all times. The successful Proposer shall provide, at no cost to the inmate, a facility appropriate for the provision of the following:
 - a. Three (3) balanced and nutritious meals per day provided on-site for inmates, prepared on-site by the successful Proposer or prepared off-site by a food service establishment operating in accordance with all applicable state and county licensing requirements. (See Section 4.8 Food Service).
 - b. Segregated Housing that includes electricity, central heating and air conditioning, and running water/both hot and cold for inmates in the CRC program.
 - c. A fully-equipped kitchen and dining area in which food may be prepared, served, and consumed. The kitchen area shall be a minimum of 1.5 square feet per inmate and the dining area

shall be a minimum of four (4) square feet per inmate based on maximum occupancy at all times. The dining area may be used for multiple purposes such as visitation, classroom teaching and program services but not while meals are being consumed. A full-equipped kitchen is not required if the successful Proposer chooses to provide subcontracted prepared food service delivery.

- d. A minimum of thirty-seven and one-half (37 ½) square feet of sleeping space per participant with adequate lighting and ventilation of which fifteen (15) square feet shall be unencumbered living space and segregated for the inmates in the CRC. Adequate drawer space and a clothing storage area are to be provided for each inmate. All living and sleeping space shall be maintained in a clean, safe, attractive manner and approximate home living appearance.
- e. Approved linens (including pillowcases, sheets, blankets, towels, and washcloth) and bedding to include a flame retardant pillow and mattress. Linens shall be appropriate for summer and winter comfort zones. Linens and hygiene items for the maintenance of personal hygiene are to be supplied. Inmates with sufficient funds available may provide their own personal hygiene items such as soap and deodorant.
- f. Adequate space to accommodate segregated living and program activities including group rooms, educational space, vocational programming space, staff offices and indoor recreation activities for the inmates in the CRC.
- g. Adequate segregated visiting space for the inmates, including identified space for inclement weather conditions and an area conducive for children to engage in activities with their parents or siblings.
- h. Access to on-site telephone service to make and receive calls, with sufficient number of telephone instruments to ensure adequate telephones for inmate use. Telephone service must be provided in accordance with Rule 33.602.205, F.A.C., Inmate Telephone Use. Inmates assigned to a CRC, in accordance with "Community Release Programs," Rule 33-601.602, F.A.C., and Procedure 602.047, are authorized to possess one (1) cell phone each to assist them the inmate in setting up job interviews, cementing family relationships, and establishing contacts necessary to increase their chances for successful reentry into the community.
- i. A minimum of one (1) operable toilet with one (1) sink and one (1) bathing facility for every eight (8) inmates.
- j. Monthly maintenance inspections with prompt correction of any facility deficiencies.
- k. A pest control program for prevention of vermin, insects, and other pests.

- l. Laundry equipment (washer, dryer and detergent vending) for inmate use, sufficient to ensure one (1) washer and one (1) dryer per every fifteen (15) inmates. Any equipment provided by the successful Proposer for these services may be coin operated and the successful Proposer may retain any revenue generated by said equipment. The cost charged to an inmate for use of the laundry vending equipment shall be in accordance with common community practice.
- m. Each inmate shall have an individual personal locker with the ability to be locked.
- n. A minimum of one appropriately stocked first aid kit for every twenty-five (25) inmates. The first aid kits must be located throughout the facility.
- o. A minimum of one blood borne pathogen exposure control and clean up kit for every twenty-five (25) inmates. These kits must be located throughout the facility where inmates live or receive services (i.e., control room, kitchen, and program area).
- p. The successful Proposer shall provide, to the maximum extent possible, a facility that is located in close proximity for public transportation, community resources and employment opportunities. In the event that public transportation is not available, the successful Proposer shall assist the inmate with transportation needs, i.e., for job interviews, employment, educational and vocational training at a cost to the inmate not to exceed \$3.00 each way (if successful Proposer provided).
- q. The successful Proposer shall provide office space available for use by Department staff that allows for confidential business to be conducted. The successful Proposer shall also provide access to a phone line with modem access in this office space and ensure inmates do not have access to this space except for inmates being interviewed by Department staff.
- r. The successful Proposer shall be responsible for all costs associated with repairs and maintenance of the facility and shall ensure that funds are available and dedicated to ensure the total safety, maintenance, upkeep, appearance, and sanitation of the facility and grounds.
- s. The successful Proposer shall arrange for inspections and testing of all alarms and fire extinguishing equipment at least annually or more frequently as required by local code, permitting or licensure.
- t. The successful Proposer shall comply with all provisions of the American with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.

4.6.3 Equipment and Supplies

The successful Proposer shall be responsible for maintaining all equipment and materials as described in this Contract related to operation of the CRC facility and related transitional services, including, but not limited to, office furniture and chairs, cleaning equipment and supplies, household supplies, bedding, flame retardant pillows and mattresses, light bulbs, laundry equipment, inmate telephones and telephone services, program curriculum and recreational materials, food, food preparation or services and all materials necessary to perform required administrative functions (e.g., office space, office supplies, forms, telephones, supplies, and preparation of documents).

The successful Proposer will be required to utilize Department of Corrections' standardized forms as required. A sample of all forms, with the exception of two or three-part colored copy forms will be available from the Department and may be duplicated as necessary for use by the successful Proposer. Any multi-part/colored form shall be available upon request from the parent institution.

4.6.4 CRP Property Inventory

Within thirty (30) days of the Contract execution, the successful Proposer will be required to work with the Department to conduct and complete a comprehensive inventory of all property at the CRC. Both the successful Proposer and the Department will review and approve the final inventory list prior to the start of services.

4.6.5 Facility Maintenance and Repair

The successful Proposer will be responsible for all utility, telephone, and data line costs associated with this facility. Utility and telephone service accounts shall be in the successful Proposer's name. The maintenance and repair of the CRC facilities and of Department-owned equipment available for use in the facilities will be the responsibility of the successful Proposer. The successful Proposer will receive the CRC in its current state and will be required to provide routine maintenance and upkeep in all areas including but not limited to the following:

- a. Roof
- b. Doors, Windows, Locks etc.
- c. Central Heating and Air Conditioning
- d. Kitchen equipment/dining furnishings
- e. Electrical and Plumbing
- f. Flooring
- g. Painted Surfaces
- h. Inmate Beds and Lockers
- i. Common Area and Dayroom furnishings
- j. Office Phones
- k. Vermin/Pest Control
- l. Fire Extinguishing Equipment
- m. Fire Alarms
- n. Inspection & testing of safety equipment
- o. Monthly inspections of facility for maintenance needs

The successful Proposer shall arrange for inspections and testing of all alarms and fire extinguishing equipment at least annually or more frequently as required by local code, permitting, or licensure.

In addition, the successful Proposer will be responsible for any major/capital repair, up to \$2,500.00 per repair. If funds are available, the Department will fund the balance above \$2,500.00. If no funds are available, the Department will include the major repair in the Legislative Budget Request.

All buildings on the facility property will be the responsibility of the successful Proposer to maintain.

With prior notification and approval from the Department, the successful Proposer may relocate the CRC to another successful Proposer-owned site as long as it remains in the same community/geographical location, is at no additional cost to the Department, and the facility meets all requirements.

4.6.6 Facility Evacuations

4.6.6.1 The successful Proposer shall establish a written evacuation plan including diagrammed evacuation routes covering such emergencies as fire, natural disaster, hurricanes, and severe weather. This plan shall be maintained and posted on-site and provided to the Contract Manager or designee and the Warden at the parent institution.

4.6.6.2 Whenever, for safety and/or health reasons, the facility is required to be evacuated, the successful Proposer shall coordinate such evacuation in writing (email acceptable) with the Contract Manager or Warden at the parent institution to identify alternative facility space to ensure that inmate transition services remain on-going for inmates during the evacuation period.

4.6.7 Information Technology Software

To assist in the facilitation of a successful CRC, the Department has developed and will maintain a software application for use by the successful Proposer. The software application is known as the Work Release Information Management System (WRIMS). The application shall be used for operational purposes related to the provision of services under the contract resulting from this RFP and will provide inmate information, automation of daily program operations, electronic communications, forms, data collection capability and rules and procedures pertinent to the operation of a CRC. This system is managed by the Department's Information Technology staff, and included is installation, availability, maintenance, help desk functions directly related to the application and security. No other person is allowed to troubleshoot or modify this application. Access to the personal computers and/or application is restricted to authorized Department and successful Proposer's staff.

The successful Proposer is responsible for providing their own equipment, computing devices, data network and connectivity devices. The Proposer will allow Department staff that is stationed at their facility to use the successful Proposer's data network. The Department will maintain administrative control over any aspect of this service within its corrections environment to the

degree necessary to maintain compliance with the U. S. Department of Justice CJIS Security Policy.

The successful Proposer and their staff will be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information. No disclosure or destruction of any Department data can occur without prior express consent from the Contract Manager. Access to Department information resources will require use of the Department's security access request application when applicable. Also, access to the Department's information network requires a Level II background check in accordance with Procedure 208.054 and as described in Section 435.04, F.S.

The WRIMS application is required to be used by the successful Proposer to communicate general status changes, updates and logging of daily activities at the facility. In addition to maintaining and communicating general status changes, the application provides a means of capturing specific data required for mandatory reporting. Data for monthly and quarterly reporting requirements as well as monitoring statistics shall be entered into the application by successful Proposer's staff and reports generated based on established timeframes. Application training for successful Proposer's staff will be provided by the Department. The successful Proposer shall comply with the Department's procedure number 206.004, Internet Services, which covers guidelines for intranet/internet usage and procedure number 206.007 User Security for Information Systems, which covers required User ID procedures. The Department may immediately cancel access to/use of this application if misused by successful Proposer's staff or its agents, or assigns.

It is the successful Proposers' responsibility to maintain knowledge of and compliance with relevant and applicable Department procedures. The successful Proposer must agree to comply to any applicable requirement necessary to the Department's compliance with local, state, and federal code or law. The successful Proposer must recognize the Department's entitlement to all Department provided information or any information related to the Department generated as a result of or in participation with this service. The successful Proposer agrees to provide any requested information in a Department-approved format.

The successful Proposer workstations are not to access any resource or download any software from the Department's information network without prior approval. The successful Proposer workstations accessing the Department's information network via the Department's remote access VPN must operate Windows XP or later operating system. The successful Proposer workstations accessing the Department's information network via the VPN must operate with password protected screen savers enabled and configured for no more than 15 minutes of inactivity. **The successful Proposer will be responsible for for a one-time user fee in the amount of \$100 per user for Juniper VPN access This fee shall be deducted from the monthly invoice, the month the individual(s) are added to the VPN access.**

Any access to the Department's network from an outside non-law enforcement entity must be done via the Department's remote access VPN. This service is provided by the Florida Department of Corrections. Once the successful Proposer has made the request through the normal Department

contacts, the Department will require a copy of their security policies and a network diagram. After review by the Department's network staff, Information Security staff, the Chief Information Officer will make the final decision on granting access.

The successful Proposer staff with VPN access privileges to the Department's network shall not use non-Department email accounts (i.e., Hotmail, Yahoo, AOL), or other external information resources to conduct Department business, ensuring a reduced risk to Department data and that Department business is never confused with personal business.

With regard to VPN connections used by the successful Proposer that are provided by Department-approved VPN providers, the Department bears no responsibility if the installation of VPN software, or the use of any remote access systems, causes system lockups, crashes or complete or partial data loss on any successful Proposer computing or network equipment. The successful Proposer is solely responsible for protecting (backing up) all data present on its computing and network equipment and compliance with all regulatory legislation.

Any request for access shall be submitted to the Contract Manager or Designee and are subject to the approval of the Department's Chief Information Officer (CIO). When VPN access is requested the requestor must also present an accurate and complete description of the requestor's information network, including all permanent and temporary remote connections made from and to the requestor's network, for Department review. Any access or connection to the Department's network not approved by the CIO is strictly prohibited.

It is the responsibility of the authorized users with VPN privileges to ensure that unauthorized persons are not allowed access to the Department's network by way of these same privileges. At no time should any authorized user provide their user ID or password to anyone, including supervisors and family members. All users are responsible for the communications conducted by their workstations through the VPN connection to the Department. Any attempt to fraudulently access, test, measure or operate unapproved software on the Department's network is strictly prohibited. The use of any software capable of capturing information network packets for display or any other use is prohibited without the express consent of the Office of Information Technology.

4.7 Proposer Procedures

All procedures outlined below must be provided to the Department's Contract Manager/designee for approval within fifteen (15) days prior to the start date of services. The Department shall provide written approval accepting these procedures and shall delineate any procedures that should be restricted from being posted for security reasons.

The successful Proposer must operate the CRC according to the Department-approved procedures. The successful Proposer shall request written approval of any modification to said procedures prior to implementing a change. The successful Proposer shall provide a designated location at the facility (i.e., bulletin board) for posting of approved written procedures governing inmates, including new or revised policies and procedures. **NOTE: The successful Proposer shall not post any restricted security procedures.**

- 4.7.1 Operating Procedure: The successful Proposer shall establish written operational procedures and policies governing the daily operations of the facility/program for use by successful Proposer and Departmental staff. Such operating procedures shall specify the mechanisms by which the successful Proposer shall provide services to and oversight of inmates residing at the facility and by which inmates will engage in activities both on and off-site. The procedures shall address in detail how the daily operations of the facility meet the requirements of the scope of work, including but not limited in the following areas: Admission, termination, release, intake, orientation, delivery of employment services, assisting inmates with obtaining documents required to obtain personal identification, and other transitional services, handling fiduciary accounts and inmates' personal property, delivery of food and medical services, visitation and security procedures.
- 4.7.2 Inmate Handbook: The successful Proposer shall provide a handbook to inmates which outlines the CRC operations including, and not limited to, the purpose and philosophy of the CRC program, all available programs/services, rules of the facility, daily schedule, contact information and behavior guidelines.
- 4.7.3 Emergency Operations Procedure and Plan: The successful Proposer shall establish a written emergency operations procedure for maintaining custody and control of inmates in the event of an emergency such as a fire, natural disaster, hurricane, or other severe weather, which shall include a plan for evacuation and relocation should such circumstances become necessary. The Emergency Operations Procedure and Plan shall be considered restricted and shall not be posted or shared with inmates. A copy of the Emergency Operations Procedure and Plan that has been approved by the Contract shall be maintained on-site and a copy shall be provided to the Warden of the parent institution prior to the start date of services.
- 4.7.4 Security, Supervision and Accountability Procedure: The successful Proposer shall provide written procedures that staff shall follow to monitor the movement and location of inmates at all times, including procedures for sign-in and sign-out, head counts, job checks, searches, contraband control, and furloughs and that outline the process for notifying the officer in charge at the parent institution in the event that the whereabouts of an inmate become unknown.
- 4.7.5 Termination Procedure: The successful Proposer shall establish written procedures for termination of an inmate from the CRC which address the following: securing the inmate and his/her property, reason for termination, notification to the Department, transfer back to the Department and handling of inmate fiduciary account funds.
- 4.7.6 Release Procedure: The successful Proposer shall establish a written procedure which outlines the process for release of an inmate from their incarcerated sentence.
- 4.7.7 Medical Procedure: The successful Proposer shall have a written procedure which describes the manner by which an inmate will be referred for medical services on a twenty-four (24) hour basis. The plan shall describe the process by which inmates exhibiting symptoms of communicable and/or infectious disease or debilitating physical symptoms will be referred for routine or emergency medical treatment.

- 4.7.8 Grievance Procedure: The successful Proposer shall establish a written procedure by which inmates may present informal grievances related to services provided to them by the successful Proposer and/or successful Proposer's staff. Such procedure shall, at a minimum, address inmates' due process rights and any substantive issues sought to be raised by the inmates. The procedure shall advise the inmate of the proper method of presenting the informal grievance. All inmates wishing to pursue the informal grievance process shall do so using the inmate request form (DC-6-236) prior to filing a formal grievance.
- 4.7.9 Visitors' Procedure: The successful Proposer shall establish a written visitors' procedure that outlines the processes and policies, including allowable dates and time frames, visitors shall abide by when visiting inmates at the CRC in accordance with Rules 33.601.713 -.737, F.A.C. This shall be posted according to the requirements in the administrative rule and also be made available for visitors upon request.

4.8 Security

- 4.8.1 Security Equipment: The successful Proposer shall maintain adequate security equipment, i.e. handcuffs, leg irons, waist chains and flex cuffs, to ensure custody and control of the inmate population in the event of an emergency. Proper control and inventory of security equipment will be maintained at all times.
- 4.8.2 Inmate Counts: The successful Proposer shall conduct a minimum of three (3) head counts per day, at least six (6) hours apart and other counts as deemed appropriate by the successful Proposer, accounting for all inmates either on or off the premises.
- 4.8.3 Incident Reports: The successful Proposer shall immediately report all incidents, including but not limited to, the following:
1. Incidents involving any use of force by a member of the successful Proposer's staff upon any inmate;
 2. Significant staff disciplinary incidents;
 3. Staff employment terminations;
 4. Any and all new staff arrests regardless of offense;
 5. Physical or verbal threats;
 6. Assault by an inmate upon another inmate, successful Proposer's staff, citizens, employers, or others;
 7. Destruction of property;
 8. Inmate medical emergencies; and
 9. Incidents involving citizens, employers, inmate families, and others.
 10. PREA incidents (Prison Rape Elimination Act)

The information collected shall include and not be limited to the name of the inmate, visitor or staff involved in the incident, DC# of the inmate, nature and details of the incident, name of staff reporting the incident and disposition. All incident reports shall be submitted to the Warden of the parent facility and the Contract Manager for final review within twenty-four (24) hours of occurrence, or of the successful Proposer's knowledge of the incident, whichever occurs first.

- 4.8.4 Escapes: Any inmate who fails to remain within an approved designated area under the facility's specified terms or fails to return to the facility at the time prescribed shall be placed on escape status. If, at any time, the inmate cannot be located and his/her whereabouts are unknown to the successful Proposer's staff, the successful Proposer shall immediately notify the Department's designated officer-in-charge at the parent institution. Personal property left by an escaped inmate shall be secured, inventoried, and made available for the parent institution to pick up, and all remaining funds belonging to the inmate shall be forwarded to the Department's Inmate Trust Fund Section, Centerville Station, P.O. Box 12100, Tallahassee, Florida 32317-2100. A Disciplinary Report shall be initiated and forwarded to the parent institution.
- 4.8.5 Furloughs: Inmates who are eligible for Type B furloughs pursuant to Rule 33-601.603, F.A.C., will be so identified in the Transfer Packet provided to the successful Proposer upon arrival. Such inmates may take a maximum of one (1), eight-hour furlough in a seven-day period. Inmates not approved upon their arrival for Type B furloughs will be evaluated for approval upon achieving time frame eligibility. The successful Proposer shall determine each week if a Type B furlough-approved inmate has earned the privilege of the furlough for that week based on their behavior and work product. Prior to the successful Proposer authorizing a Type B furlough, the successful Proposer shall ensure the furlough sponsor has been approved by the Department pursuant to Rule 33-601.603, F.A.C. The successful Proposer shall make a minimum of one (1) telephonic check to ensure inmates are at their approved furlough location throughout the duration of the furlough.
- 4.8.6 Furlough Sponsors: The successful Proposer will provide the Classification Officer from the parent institution with the names and all pertinent information of proposed furlough sponsors for the inmate. The inmate shall designate proposed furlough sponsors and provide all related information to the successful Proposer. The Classification Officer will then process the request pursuant to Chapter 33-601.603, F.A.C.
- 4.8.7 Inmates Supervising Inmates: Under no circumstances will any inmate have a position of authority over another inmate at either the CRC or a place of employment.
- 4.8.8 Job Checks: A minimum of three (3) job checks with the inmate's primary supervisor are required each month on each inmate pursuant to Chapter 33-601.602, F.A.C. Two (2) of the job checks may be telephonic and one (1) shall be in person to document progress on the job, job performance, attendance, and interpersonal communications with co-workers.
- 4.8.9 Searches: The successful Proposer shall conduct searches of the facility and personal belongings of the inmates pursuant to Procedure Manual 602.018, Contraband or when deemed appropriate by the facility's director or whenever requested by the Department. All searches must be performed in accordance with Chapter 33-602.204 F.A.C., Searches of Inmates.
- 4.8.10 Contraband: Contraband, as defined in Chapter 33-602.203, F.A.C., found in possession of an inmate is to be confiscated, and secured following the Department's chain of evidence rules, and documented on Contraband Log Form DC6-219. An Incident Report detailing the occurrence shall be prepared and forwarded to the parent institution. Any contraband as defined in § 944.47 F.S., found in the possession of a visitor is to be confiscated, and secured following the Department's chain of evidence rules, and documented

on Contraband Log Form DC6-219. The Officer-in-Charge (OIC) at the parent institution shall be notified immediately and an incident report detailing the occurrence shall be prepared and forwarded to the parent institution's Classification Officer and the Contract Manager.

- 4.8.11 Sign In/Sign Out Process: The successful Proposer shall develop a procedure whereby all inmates will sign in and out of the facility and their whereabouts will be accounted for at all times. The procedure shall address a method for notifying facility staff when the inmate has signed out of the facility and is due to return. The sign in/sign out process shall be logged on form DC6-180 pursuant to Chapter 33-601.603, F.A.C.
- 4.8.12 Inmate Mail: All inmate mail will be delivered to a central location at the facility as determined by the successful Proposer. The successful Proposer shall develop procedures regarding the distribution of mail to the inmate population pursuant to Rules 33-210.101, 102 and 103, F.A.C., Routine Mail, Legal Documents and Legal Mail and Privileged Mail.
- 4.8.13 Fund Raising by Inmates: Inmates are not authorized to participate in any fund raising activities of any kind either individually or as directed by the successful Proposer unless approved by the Contract Manager in writing.
- 4.8.14. Electronic Monitoring: The successful Proposer shall ensure that all inmates assigned to the CRC will submit to active GPS electronic monitoring by the Department's contracted electronic monitoring Contractor and comply with all Department policies, procedures, rules, regulations, and protocols of said electronic monitoring program while in the CRC. To implement Chapter 2013-14, §662, Laws of Florida, a supplement fee per community CRC bed of \$2.52 will be compensated for Electronic Monitoring and will apply when the first inmate is active on the electronic monitoring system. Invoices should reflect payment for the number of days in the month being billed. These rates will remain the same until the end of any contract as a result of this RFP, contingent upon annual appropriation. The successful Proposer will be responsible for the following:
 - 4.8.14.1 Immediate installation and successful activation of the electronic monitoring equipment on all inmates assigned to the center, and the inmate must sign an acknowledgement agreement form DC6-199 for electronic monitoring;
 - 4.8.14.2 Develop, input, and update schedules that incorporate adequate time allowances for the inmate's travel to and from approved scheduled activities away from the Community Release Center;
 - 4.8.14.3 Ensure that all active GPS alarm notifications are immediately investigated and resolved by acknowledging receipt of the alarm notification with the monitoring center, contacting the inmate to question them concerning her/his activities leading up to the alarm, resolving the alarm notification and documenting the actions taken to resolve the alarm notification in the successful Proposer's electronic monitoring case management application;
 - 4.8.14.4 Review the location data (tracking points) of all inmates on electronic monitoring and refresh points as needed to confirm

compliance with all rules, zones, and curfews by comparing the tracking points daily with the inmates approved daily schedule;

- 4.8.14.5 Update the Electronic Monitoring database of each inmate's electronic monitoring connection, disconnection, or change in work schedule;
- 4.8.14.6 Track the need for equipment replacement – reporting stolen, missing, or severely damaged equipment to the Bureau of Classification Management, including equipment serial number, type of equipment, and location of the equipment if known;
- 4.8.14.7 Maintain an equipment inventory in a secure area and ensure that all equipment is accounted for by designating a supervisor or designee to maintain an inventory of all equipment;
- 4.8.14.8 Develop a facility GPS system rule/procedure that is specific, realistic, and tailored to the needs of the inmates; ensuring rules, zones, and curfews are established;
- 4.8.14.9 Investigate alarm notification(s) and document each occurrence in the vendor's electronic monitoring system;
- 4.8.14.10 Visually and physically inspect electronic monitoring equipment on a weekly basis to ensure it is sized appropriately and has not been tampered with or otherwise altered;
- 4.8.14.11 Utilizing DC6-210, Incident Report Form, within two (2) business days of the incident the successful Proposer shall report stolen, lost, or severely damaged equipment to the Bureau of Classification Management Electronic Monitoring Unit. The report shall include the date of the incident, type of equipment, equipment serial number, and type of damage, if any;
- 4.8.14.12 By the 5th of each month, the successful Proposer shall utilize the Vendor Equipment Summary Report to conduct an inventory of electronic monitoring equipment. The successful Proposer shall sign, date, and maintain the Equipment Summary Report for review by the Department. For missing electronic monitoring equipment, within two (2) business days of the inventory, the successful proposer shall submit a DC6-210, Incident Report Form to the Bureau of Classification Management. The report shall include the type of equipment, equipment serial number, date equipment was received from the successful Proposer, and last date equipment was assigned to an inmate.
- 4.8.14.13 Ensure a call tree notification is established within the CRC that can be utilized by the EM monitoring center for alarm notification escalation purposes.

4.9 Food Service

The successful Proposer shall provide for feeding of the inmates. Food preparation and service shall be in compliance with all Department requirements and applicable federal, state and local health codes, rules and regulations and must meet ACA standards for community facilities and all related rules and regulations governing food service. The successful Proposer shall be responsible for serving meals in compliance with the

Department's Master Menu and any updates thereto and other approved specialty menus, including but not limited to: individualized diet menus, specialty meals required by a physician, and meals prepared in accordance with a religious practice (Religious Dietary Program "RDP"). The successful Proposer shall be responsible for providing take-out meals for inmates to take to their job, if requested, and supplemental meals for those inmates not present at meal times. The Department's Contract Manager will provide any updates to the Master Menu. The successful Proposer shall have the option of proposing an alternate menu. Such menu shall be approved in writing by a registered dietician who shall certify that the alternate menu meets the same nutritional value as the Department's Master Menu. Certification shall be provided to the Department's Contract Manager or designee along with the dietician's credentials.

If food is prepared in the facility's kitchen, the successful Proposer may utilize inmate labor for food preparation, however, only those inmates who are unemployed, on Workers' Compensation or off from their paid employment may be utilized.

4.10 Health Care Services

The successful Proposer is not responsible for the provision of direct health care or for payment for health care and related services unless otherwise specified in this RFP. The successful Proposer is, however, responsible for ensuring the availability of and access to health care services within the vicinity of the CRC and through the Department of Corrections for each inmate, as prescribed in the documents included with the inmate's transfer packet, including the continuity care plan, if applicable. Health services include medical care, mental health services, dental services, pharmacy or other services deemed necessary.

The successful Proposer shall clearly identify and utilize resources within the local area of the CRC for inmates' access to routine as well as emergency health care services which shall include, as applicable, community hospitals, County Health Departments, Community Mental Health Centers, and pharmacies. The CRC's linked parent institution will allow for access to the health care provided by the Department at no cost to the CRC or to the inmate (other than routine inmate co-pay).

Prior to the inmate's placement in CRC, the discharging DC facility health services' staff will make every attempt to link the inmate with community services according to clinical need. In the event the inmate is HIV positive, a DC pre-release HIV planner will ensure continuity of care upon placement and will make follow-up appointments at appropriate health care facilities within the general locale of the CRC.

The transferring institution will forward a completed Health Information Transfer Summary (DC4-670) to the CRC with the inmate. This form will include relevant medical or mental health information such as on-going treatment needs, pending appointments, physical and mental health status, and medications.

The successful Proposer shall ensure the availability and accessibility of emergency medical services for work release inmates within the community. Resources shall be identified to include emergency medical, dental and mental health services. Unless a life-threatening emergency occurs, all off-site emergency services that the Department will be responsible for financially shall be coordinated with the parent institution's Chief Health Officer (CHO) or designee who may then determine that the inmate may be returned to the parent institution for treatment rather than receiving treatment in the community.

- 4.10.1 End of Sentence (EOS) HIV Testing: The Department of Corrections will make every attempt to complete the legislatively mandated pre- and post-test HIV counseling and testing prior to CRC placement. However, lack of an

EOS (End-of-Sentence) HIV test, when indicated, will not preclude placement in a CRC. If an inmate arrives at a CRC facility, is within one year of release, is not otherwise known to be HIV positive, and/or has not received an HIV test within the previous year, the Department will provide for HIV pre- and post-test counseling and testing prior to the inmate's End of Sentence (EOS). The Chief Health Officer (CHO) or designee at the parent institution will make arrangements to provide counseling and testing as needed.

4.10.2 Health Care Transportation: The successful Proposer will provide transportation in the event of the return of a work release inmate to a parent DC institution for necessary health care that the work release inmate is not able to obtain in the community due to cost, whether for a specific appointment or on a longer basis for further diagnosis or treatment. Arrangements for transportation to and from the DC parent institution for health care services must be coordinated with the Officer in Charge (OIC) at the parent institution as well as with the respective Chief Health Officer (CHO) or designee such as the Health Services Administrator. Transportation for the work release inmate to obtain routine health care within the community is to be arranged by the CRC.

4.10.3 Financial Responsibility/Payment: As specified in Section 4.10, the successful Proposer is not responsible for costs associated with direct provision of health care, including prescription medication. The successful Proposer shall, however, be financially responsible for providing on-site availability of certain routine over-the-counter products as described in Section 4.10.6.4. This expense should be minor. Community Release Center inmates are directly responsible for the costs of their health care, including medications, based upon their ability to pay.

In the event that the community release center inmate is uninsured and is unable to pay for necessary prescription medications, the inmate will receive those medications through the parent institution.

4.10.3.1 Employed (with Health Insurance): If an inmate is employed and has health insurance accepted by a designated Health Care Provider, third party reimbursement in the form of health insurance shall be utilized by the inmate for payment for health services in the community setting. The financial responsibility is to be borne by the inmate.

4.10.3.2 Employed (without Health Insurance): If the inmate is employed but has no health insurance, the inmate is responsible for payment for health care based on his or her ability to pay as determined by the successful Proposer in discussion with the Chief Health Officer (CHO) of the parent institution. Ability to pay is determined based on criteria including: account balance, other financial obligations such as subsistence fee, restitution, child support or other, and the costs of services or medications.

4.10.3.3 Unemployed: If the inmate has arrived at the Community Release Center but has not yet secured employment, the assigned parent institution will provide necessary health care services including medications.

4.10.3.4 Workers' Compensation: If the work release inmate is employed and is injured on the job, care for his/her injury should be provided through the employer's workers' compensation insurance coverage. If health services are indicated that are not related to

an on-the-job injury, care will be provided as described above based upon health insurance coverage or lack thereof and ability to pay.

4.10.3.5 **Veterans' Administration (VA):** In the event that the inmate is a veteran and is eligible for health care through the Veterans' Administration, the inmate must utilize such services to the extent feasible. The inmate is responsible for payment to the Veterans' Administration based on whether the care received is related to a service-related disability or charged on a sliding scale fee-for-service basis according to the inmate's ability to pay.

4.10.3.6 **Health Insurance Co-Pay for Medications:** If the work release inmate has insurance, s/he shall be responsible for all medication purchases to include payment of the relevant insurance co-pay for prescriptions. The inmate should obtain medications through his/her insurance plan at a local pharmacy in the community.

4.10.4 **Medical Record Maintenance:** The inmate's complete medical record will be maintained at the designated DC parent institution.

4.10.5 **Utilization Management:** The successful Proposer shall coordinate any health care issues, routine or emergency, with the OIC of the parent institution who is responsible for coordinating with the appropriate medical staff.

4.10.6 **Medication Management:** The successful Proposer shall provide an on-site mechanism for ensuring the secure maintenance of medications as appropriate, whether for each inmate as Keep-On-Person (KOP) medications or for the facility to manage. Inmates may have prescription medications on their person or in a secure and locked location for self-administration with the exception of controlled substances. The inmate may be transported back to the parent institution to accommodate medication needs on a monthly basis or the medications may be dispensed in a quantity sufficient for ninety (90) days.

4.10.6.1 **Keep-On-Person (KOP) Medications:** Inmates may keep medications either on their person, (i.e., if the dose needs to be administered during the lunch time of a work day at another location), or in a secured and locked location within the CRC. Each inmate should have an individual, personal locker or some other storage area with the ability to be locked for the maintenance of medications for KOP.

4.10.6.2 **Self-Administration:** Inmates who have need of controlled substances for even a short time period during work release shall either be returned to the parent institution for the duration of the medication regimen or the medications may be maintained at the CRC and provided to the inmate by staff on a dose-by-dose basis. If the medications are maintained on-site, the successful Proposer shall ensure that they are kept locked at all times with restricted access. The staff member who provides the medications to the inmate will provide the container to the inmate at the appropriate time of administration and will observe the inmate removing the correct dosage and swallowing the medications. Each dose should be documented by the staff member with the inmate's signature as well to indicate that the medication was received.

- 4.10.6.3 Tuberculosis (TB) Prophylaxis: Inmates receiving medications for tuberculosis (TB) prophylaxis will manage their medications as Keep-On-Person and will ensure that these medications are locked and secure. In the event of suspected active tuberculosis disease, the inmate will be returned to the parent institution immediately. Inmates on treatment for active disease will complete that portion of their medication regimen at the parent institution until such time as they are no longer infectious.
- 4.10.6.4 Over-the-Counter (OTC) Medications: The successful Proposer shall provide certain designated over-the-counter (OTC) medications consistent with those provided by the Department in DC institutions. These medications include the following at a minimum: Acetaminophen (oral analgesic), Pseudoephedrine (oral cold remedy), Almag or comparable product (oral antacid), Thorets or comparable product (cough lozenge). Ibuprofen should be available to female work release inmates in 200-mg oral doses. Each OTC item provided by the successful Proposer to an inmate upon his/her request shall be documented on an OTC Medication form maintained in a notebook or similar fashion, (i.e. DC4-797T, 797U, 797Y, etc.) The OTC medications and the logs, during use and after completion, shall be maintained in a confidential and secure manner.
- 4.10.6.5 Inmate Purchase of OTC's: Inmates may purchase over-the-counter (OTC) medications at a community location and maintain these medications in their locker or other secured location.
- 4.10.6.6 Ability to Pay for Prescriptions: If the inmate does not have health insurance and his/her earnings are insufficient to support all expenses including room and board, restitution, child support or other court-ordered obligations, then the Department of Corrections will provide on-going medications at no expense for that inmate. The medications may be provided to either the inmate or the successful Proposer depending upon the type of medication. In the event that the work release inmate is uninsured and is unable to pay for necessary prescription medications, the inmate will receive those medications through the parent institution.
- 4.10.6.7 External Prescription: If an inmate is seen and evaluated within the community setting but is unable to pay for the medications as ordered, the prescription will be forwarded by the successful Proposer to the CHO at the parent institution. If the CHO concurs with the recommended medication, the order will be rewritten by the CHO or designated provider and submitted to the Department of Corrections for processing and filling. In the event that the CHO disagrees with the recommended medications, the order may be re-evaluated and a substitution drug ordered by the CHO if appropriate. If a substitute medication is ordered by the CHO, it will be filled and provided through a DC pharmacy.
- 4.10.7 Termination from Community Release Center for Medical Reasons: If a work release inmate becomes unable to perform his/her work duties and/or is otherwise unable to work due to medical or mental health reasons, the successful Proposer shall seek termination in accordance with Section 4.17.

4.11 Subsistence Fee

The successful Proposer shall assess employed inmates a daily subsistence fee of no more than up to 55% of the inmates' weekly net wages. The subsistence fee shall be collected and retained by the successful Proposer. The total combined subsistence fee and the successful Proposer's per diem rate for this Contract shall not exceed the department's published prior FY total inmate cost per day as published annually in the Florida Department of Corrections Annual Report located on the Florida Department of Corrections website. The Department will not be responsible for collecting any subsistence fees from the participant, including collection of unpaid or overdue amounts.

Modifications to the maximum amount of the subsistence fee must be accomplished by a formal contract amendment. Any modification (increase or decrease) shall supersede the rate of subsistence specified in the Contract. Collection of the allowable subsistence fee will not decrease the successful Proposer's per diem payment rate nor will failure to collect maximum subsistence fees increase the per diem payment rate.

4.12 Urinalysis

The Department's staff, unless other arrangements have been made and approved in writing by the Contract Manager, shall conduct random and reasonable suspicion urinalysis testing on inmates at the CRC. The Department will provide test devices and supplies to the successful Proposer. Only Department-issued testing supplies are authorized to be utilized for urinalysis testing.

- 4.12.1 Random Testing: The successful Proposer will receive directions from the parent institution of the schedule and names of inmates to be tested as part of the Department's random urinalysis testing process.
- 4.12.2 Reasonable Suspicion Testing: Inmates suspected of involvement with drugs or alcohol will be subject to reasonable suspicion testing upon order of the senior successful Proposer staff on duty at the Community Release Center or as directed by the CRC Director or Assistant Facility Director.
- 4.12.3 Employment/Furlough Testing: Inmates who participate in paid employment or the furlough program are subject to drug testing upon return to the CRC or at the discretion of the successful Proposer. Any testing should be based upon the selection criteria determined by the Warden of the parent institution in accordance with Department of Corrections' Procedure 602.010, Drug Testing of Inmates.

Any successful Proposer staff authorized to perform testing shall be trained by the Department in the test process, including administration and interpretation of the on-site testing device, maintenance of chain-of-custody, and handling and disposition of urine specimens in accordance with Department Procedure 602.010, Drug Testing of Inmates. All urinalysis-testing results shall be documented and provided to the parent institution. Any inmate testing positive shall be automatically terminated from the CRC program. A positive test result will result in an assessment against the inmate's account for the cost of the test.

4.13 Transportation

The successful Proposer is authorized to assess a transportation fee from the work release inmate not to exceed \$3.00 each way for transportation to and from employment or job-search, or to and from educational and vocational programs, and medical and mental health appointments, if the successful Proposer provides the transportation (directly or subcontracted). Pursuant to Rule 33-601.602 F.A.C., CRC's, the successful Proposer may

allow inmates to utilize public, employer-provided, or furlough sponsor-provided transportation services, bicycles, or other means of transportation including walking. These transportation services may be utilized in addition to successful Proposer -provided transportation in order to provide the inmate opportunities of employment, educational, and self-betterment programs.

In keeping with Department practice, if no canteen/commissary services are available on-site, the successful Proposer shall provide, at no cost to the inmate, a minimum of two (2) shopping trips per week, one (1) in the evening and one (1) during the day, in order that each inmate may leave the facility at least once during the week for the purposes of shopping for necessary and other items.

4.14 Classification Services

The Department will provide primary Classification Services to inmates housed in the CRC. The successful Proposer is not authorized to provide any classification services other than as identified in the resulting Contract. Listed below are standard classification processes involving both the successful Proposer and the Department. This list is not all inclusive and, if during the term of the resulting contract any questions arise regarding the provision of classification services, the successful Proposer shall contact the Contract Manager.

- 4.14.1 Inmate Requests: The successful Proposer shall route all Inmate Request forms, (DC6-236), that are not related to the operation of the facility to the assigned classification officer of the parent institution, who will respond to the request and route it back to the successful Proposer, who shall forward it to the inmate. The successful Proposer shall respond in writing to all written requests that are related to the operation of the CRC.
- 4.14.2 Inmate Grievances: In accordance with Rule 33-103, F.A.C., Inmate Grievances, the successful Proposer shall respond to all informal grievances submitted on a Form DC 6-236 related to the operation of the CRC, procedures, staff activities or other related conditions. If a question arises as to the appropriate authority required to respond to an informal grievance, the successful Proposer shall contact the Contract Manager for direction. All formal grievances shall be routed by the successful Proposer to the classification officer assigned to the parent institution within twenty-four (24) hours of being submitted. Appropriate Department staff will respond to formal grievances and return the response to the successful Proposer, who will then forward it to the inmate at the CRC.
- 4.14.3 Disciplinary Reporting: Initiation of any disciplinary action will be in accordance with Rules 33-601.301-304, F.A.C., Inmate Discipline General Policy, Inmate Discipline Terminology and Definitions, Reporting Disciplinary Infractions and Preparation of Disciplinary Reports. The successful Proposer is authorized to write disciplinary reports for violations pursuant to Rule 33-601.314, F.A.C., Rules of Prohibited Conduct and Penalties for Infractions. Copies of Corrective Consultations written by the successful Proposer shall be retained in the CRC case file and the original shall be forwarded to the assigned classification officer at the parent institution. Disciplinary Reports initiated by the successful Proposer shall be forwarded to the OIC of the parent institution as soon as possible after discovery of the violation. The parent institution will ensure that the disciplinary report is processed in accordance with Rule 33-601, F.A.C.

- 4.14.4 Release Plans: The Sr. Classification Officer from the parent institution responsible for inmate release processing will interview inmates scheduled for release at the CRC to initiate the release process. The successful Proposer shall assist the Sr. Classification Officer by providing information and assistance as requested.
- 4.14.5 Death of an Inmate: In the event of the death of an inmate, the successful Proposer shall immediately notify the OIC at the parent institution. All deaths shall be handled in accordance with Rule 33-602.112, F.A.C., Inmate Death Notification Process.
- 4.14.6 Gain Time: The successful Proposer shall rate inmates for gain time awards pursuant to § 944.275, F.S. and Rule 33-601.101, F.A.C., Incentive Gain Time. The successful Proposer shall provide gain time evaluations to the designated classification staff at the parent institution no later than the fifth day of each month following the month of award. The Department will award gain time pursuant to statutory authority based upon the successful Proposer's work/program and security evaluations.
- 4.14.7 Canteen/Commissary Services: The successful Proposer shall provide or operate canteen or commissary services to inmates at the facility. This may be accomplished through a contract or provision through on-site commissary services or the successful proposer may take the inmates shopping at no transportation cost to the inmate.

4.15 Inmate Trust Fund Accounts

- 4.15.1 Successful Proposer's Trust Account: The successful Proposer shall open a non-interest bearing trust account in a qualified public depository (bank) and shall provide for an accounting system of the Trust Account that has the capability of reflecting individual inmate trust account (sub-account) detail balances in accordance with the requirements outlined in this section. Pursuant to Section 944.516(1)(h), Florida Statutes, and Rule 33-203.201 Florida Administrative Code, the successful Proposer shall charge an administrative processing fee for banking services per inmate, per month. The fees shall be collected from inmates and shall be retained by the successful Proposer and the same amount shall be deducted by the successful Proposer from the monthly payment billing submitted to the Department. The successful Proposer shall attach to each monthly payment billing a statement summarizing all fees collected from inmates for the month. Each fee shall be clearly itemized with the amount and a general description shown.

In managing the Trust Account, the successful Proposer shall be accountable for the control and administration of inmate's personal funds in the same capacity and degree of responsibility as required of the Department of Corrections under applicable state and/or federal law.

- 4.15.2 Trust Account Audit: The successful Proposer shall provide to the Department a report from an independent certified public accounting firm verifying that the successful Proposer's trust account and individual inmate accounts accurately and completely reflect all deposits and deductions. The audit shall be done in accordance with generally accepted auditing standards (GAAS) for independent auditors. The auditing reports shall contain a certification from the auditing firm that its findings are totally unbiased and independent of the successful Proposer's interest. The reports shall be submitted to the Contract Manager and are due to the Department within

sixty days after the end of every six-month period of the Contract for the duration of the contract, including any renewal period.

- 4.15.3 Surety Bond: The successful Proposer shall post a surety bond for the CRC in the amount of \$250,000 or in the amount of \$2,000 per bed for 80% of the contracted beds to protect against the loss of inmate funds. The surety bond shall be issued from a reliable Surety Company acceptable to the Department, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Said bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bond on behalf of the Surety has the authority to do so on the date of the bond. The bond shall be furnished to the Department's Contract Manager within ten (10) days of contract execution. Upon any renewal of the Contract, the successful Proposer shall provide proof that the bond has been renewed for the term of the entire renewal period.
- 4.15.4 Transfer of Existing Inmate Trust Account Balances: Transfer of any balance of funds in inmate trust accounts held by the Department will be forwarded by the Department in the form of a check to the contracted CRC within fifteen (15) working days after transfer of inmate. Each transfer of funds will be accompanied by a report showing the detail of sub-account balances for each inmate transferred.
- 4.15.5 Inmate Trust Accounts: The successful Proposer shall ensure that all funds received by inmates are deposited in the successful Proposer's Trust Account. Funds shall include all net earnings (gross earnings less applicable payroll taxes) from employment and any and all funds the inmate may receive from any other outside source. The successful Proposer shall provide each inmate a receipt of all funds deposited.

Note: In the case of inmates paid by electronic funds transfer (EFT), the successful Proposer's Trust Account shall accept EFT for those inmates who receive payment from an employer by EFT means. All information necessary to carry out an EFT shall be provided directly to employers by the successful Proposer and at no time shall that information be available to an inmate.

The successful Proposer shall monitor the sub-accounts daily, in accordance with acceptable accounting procedures. Any abnormal deposit of funds shall be brought to the attention of the Contract Manager.

At the end of each month, the successful Proposer shall provide a statement of the sub-account to the inmate. The statement shall include current balances, deposits, and deductions for allowable fees and obligations.

- 4.15.6 Inmate Personalized Program Plan/Part III – Budget Sheet: Current inmate financial obligation information at time of assignment will be verified by Department staff prior to the inmate being placed at the CRC and will be provided with the transfer packet.

Upon the inmate's arrival at the CRC, the successful Proposer shall assist the inmate in developing Section III, Budget Plan, a subsection of the Personalized Program Plan (PPP) (Form DC6-118A) in WRIMS. The Budget Plan shall outline planned deductions from the inmate's net earnings. The following outlines different types of deductions that may be required:

- 4.15.6.1 COPS Obligations: For each inmate assigned to the CRC, the Department will provide the successful Proposer in writing with the balance owed by the inmate for restitution, court costs, fines, and other court ordered and non-court ordered payments. For the purposes of this section, these specific balances owed by the inmate will be referred to as the COPS obligation.
- 4.15.6.2 DC Obligations: The Department will also provide in writing any balance of obligations owed by the inmate to the Department of Corrections. For the purposes of this section, this specific balance owed by the inmate will be referred to as the DC Obligation.
- 4.15.6.3 Transportation Fee: Inmates may be assessed a fee not to exceed \$3.00 each way for transportation to and from jobs, and vocational and educational programs, if the successful Proposer provides the transportation.
- 4.15.6.4 Family Dependent Deduction: Payments determined by the Department or the successful Proposer for the support of the inmate's dependents, if applicable.
- 4.15.6.5 Saving Deduction: The inmate's plan for disbursement of earnings shall include a provision that a percent of the net income will be placed in savings for disbursement upon release, not to be less than 10% of the monthly net income.
- 4.15.6.6 Other Authorized Deductions: The inmate is responsible for his/her expenses incurred for medical/dental payments, legal copying, prison litigation filing fees when the inmate has filed a lawsuit against the Department, and repayment for any loan provided to the inmate by the successful Proposer. Other authorized deductions may be deducted in accordance with the amounts set forth in the chart in Section 4.15.7.
- 4.15.6.7 Inmate Weekly Draw: In accordance with Rule 33-203.201(3), F.A.C., inmates at contracted CRC's with a sufficient balance in their individual inmate trust account will be allowed to request a weekly cash allowance of up to \$100.00, as authorized by the Secretary of the Department of Corrections, to be expended for personal use. The maximum authorized amount of the inmate weekly draw may be increased/decreased upon written notice from the Contract Manager.
- 4.15.6.8 Special Withdrawals: After the successful Proposer retains the allowable subsistence fees, COPS obligations and DC obligations, Family Assistance, Savings, and any Other Authorized Deductions and provides for Inmate Weekly Draws, CRC inmates may be permitted to withdraw additional funds for any or all of the following purposes if approved by the successful Proposer:
- a. If CRC inmates must have certain tools or equipment as a requisite to their approved employment they will be required to purchase these items from their own funds. If the inmates do not have money upon arrival at the center, they may be granted a loan from the successful Proposer. If inmates do not have the necessary clothing appropriate for the job they are seeking, the cost of such clothing should be taken into consideration when approving a loan, however, such money shall not exceed \$75;

- b. To make additional payments of restitution, fines, and court costs, or to comply with a civil judgment, if applicable; and
- c. For any other legitimate personal expense outlined on the Budget Sheet of the PPP, including, but not limited to, additional deductions for family finance assistance such as electric bills, food costs, gifts for family members, deposits required for housing expenses upon release, not otherwise included in the Family Dependent Deduction.

4.15.7 Deduction Chart

Listed below is a chart of deductions and the minimum or maximum deduction required with method of deduction/retention indicated.

Allowable Fees, Obligations and Deductions:	Required Amount of Deduction (if indicated on the PPP):	Method of Deduction/Retention in Accordance with PPP:
Subsistence Fee	55% of Net Earnings	Retained by successful Proposer
Transportation Fee	\$3.00 each way/if successful proposer provided	Retained by successful Proposer
*Banking Service Fee	*Not to exceed \$6.00 per month	*Retained by successful Proposer
COPS Obligations	Not less than 10% of net earnings or balance owed	Remitted to Department monthly
DC Obligations and Other Authorized Deductions	Not less than 10% of net earnings or balance owed for successful proposer Loans, Medical/Dental payment, legal copying, prison litigation expenses. Deduction until balance is -0-.	Remitted to Department monthly or Disbursed in accordance with PPP
Family Dependent Deductions	Not less than 10% of net earnings or balance owed	Disbursed in accordance with PPP
Savings (for disbursement upon release)	Not less than 10% of earnings	Retained in Trust Account and provided to inmate upon release

Optional Deductions (if authorized on PPP and Funds Remain):	Requirements:	Method of Deduction/Retention in Accordance with PPP:
Inmate Weekly Draw	Not to Exceed \$100.00	Disbursed in accordance with the PPP.
Special Withdrawals	If funds remain, as indicated on Budget Plan of PPP and indicated in Section 4.15.6.8. Special Withdrawals	Disbursed in accordance with the PPP.

Remaining Net Inmate Income		Retained in Trust Account
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**The Total combined subsistence fee and the successful Proposer's per diem rate shall not exceed the Department's average operating cost for "Total All Facilities (excluding private)" published in the prior FY Florida Department of Corrections Annual Report.*

4.15.8 Monthly Disbursement of Funds to DC

4.15.8.1 Remittance of DC Obligations: On or before the 10th day of the month, the successful Proposer shall remit to the Department from the Trust Fund account all funds that were deducted for DC obligations from the previous month. Remittance shall be made payable to the Department and submitted to the Department of Corrections, Inmate Bank Section, P.O. Box 12100 Tallahassee, FL 32317. Remittance of funds shall be submitted with back-up documentation including the inmate's name, DC# and amount of funds remitted for each inmate.

4.15.8.2 Remittance of COPS Obligations: On or before the 10th day of the month, the successful Proposer shall remit to the Department from the Trust Fund Account all funds deducted for COPS obligations (restitution, court costs, fines and deductions made pursuant to court order) from the previous month. Remittance shall be made payable to the Department of Corrections and submitted to the DOC, Court Ordered Payments Section, P. O. Box 12300, Tallahassee FL 32317. Remittance of funds shall be submitted with back-up documentation including the inmate's name, DC# and amount of funds remitted for each inmate

NOTE: Successful Proposer's that wish to submit remittances to the Department through an electronic funds transfer (EFT) must submit a written request to the Department's Court Ordered Payments Section, P. O. Box 12300 Tallahassee FL 32317 to set up EFT account information.

4.15.9 Disbursement of Inmate Funds Upon Termination/Transfer or Release

When an inmate is terminated/transferred out of the CRC and out of the control of the successful Proposer and back into the physical custody of the Department, the inmate's balance in the trust account at the time of termination/transfer shall be forwarded to the Department within 15 business

days. All such funds shall be remitted to the Department's Inmate Trust Fund Section, P.O. Box 12100, Tallahassee, Florida 32317 with a detail report of current balance, deposits, and deductions.

When an inmate reaches end-of-sentence while at the successful Proposer's facility, and is released from the custody and control of the Department, the inmate's balance in the trust account at time of discharge shall be made available to the inmate. Prior to releasing the account balance to the inmate, all Department obligations shall be paid from any available funds.

4.16 Assignment to the CRC

Inmates being considered for assignment from Department institutions to the CRC must meet the established eligibility criteria for referral to community correctional centers (Community Release Centers), as referenced in Sections 945.091 and 945.092, Florida Statutes and Rule 33-601.602, F.A.C., CRC's. The Department will make the initial determination of inmate eligibility and will make assignments to the CRC. The Department will establish the date on which the inmate will be placed at the CRC and will provide transportation to the facility of all inmates when initially assigned.

The Department will provide a Transfer Packet for each inmate assigned to the facility and will make available copies of non-confidential records and a social history pertaining to the inmate being referred, as well as any other information which might relate to the inmate's suitability for participation in the program **if said documents are not otherwise protected by law**. The documents that will be provided in the Transfer Packet include, and are not limited to the following:

1. Classification and Admission Summary
2. Photograph and ID sheet
3. Community Release Recommendation
4. Approved Visitor's List
5. Inmate Personal Property List (DC6-224)
6. Inmate Program Assessment and Participation printout (DC32 Screen)
7. Inmate Program Completion printout (DC34 Screen)
8. Health Information Transfer Summary (DC4-760A)
9. Monetary Reimbursement Agreement (DC6-123)
10. DC obligations
11. Inmate Substance Abuse Priority Screening (IM08 Screen)
12. Substance Abuse Program Participation (DC72 Screen)

4.17 Termination from the CRC

All behavior problems, escapes, disciplinary problems, unusual incidents, special medical issues and requests for inmates to be removed from the program shall be reported to the OIC of the parent institution. The Department is responsible for terminating inmates from the CRC. An inmate may be recommended for termination and returned to the physical custody of the Department from the CRC when it has been determined that to do so is in the best interests of the Department, the CRC, and/or the inmate or for any other compelling reason related to public safety. Pursuant to the resulting Contract and Department policy, the Warden of the parent institution or other Department staff are authorized to approve an inmate's removal from the CRC. If it becomes necessary to recommend termination of an inmate from the program, Department staff or other law enforcement staff shall assume physical custody of the inmate and transport the inmate to an appropriate facility. For any termination recommendation for disciplinary reasons, the successful Proposer shall prepare

a disciplinary report as outlined in Section 4.14.3. The successful Proposer shall remit any funds the inmate may have as specified in Section 4.15.9.

4.18 Release of Inmates from the Custody of the Department of Corrections

All inmates placed by the department in a CRC shall remain in the community release center program until their sentence of incarceration is completed, or until returned to the Department's custody by reason of termination from the CRC program. All inmates scheduled for release shall have an established release plan completed by the assigned classification officer responsible for inmate releases from the parent institution. Only authorized Department staff may release an inmate from the custody of the Department. Department staff will issue instructions to the successful Proposer for the final release of an inmate. Upon notification by the Department that the inmate is pending release from incarceration, the successful Proposer shall review and prepare release of funds in accordance with the requirements set forth in Section 4.15.9.

The successful Proposer shall release inmates in compliance with the Department's rules and procedures pertaining to release as found in the requirements of Rules 33-601.501-503, Florida Administrative Code, which establishes the procedure to be followed in providing a discharge gratuity and travel to eligible inmates upon their release. The successful Proposer shall follow procedures which are substantially identical to those in Rules 33-601.501-503, Florida Administrative Code, and make payment from its fund to eligible inmates. The Department will not reimburse the successful Proposer for discharge gratuity payments made. The funds for this are incorporated into the Per Diem Rate. A monthly report to include the inmate released and the correspondent receipts for the discharge gratuity and travel payments shall be submitted to the local contract monitor upon request.

4.19 Intake and Orientation

The successful Proposer shall conduct intake and orientation on each inmate within twenty-four (24) hours of admittance into the CRC. Documentation of intake and orientation shall be documented on the PPP and maintained in WRIMS or the inmate's case file.

The successful Proposer shall perform intake and orientation tasks that address the following specific areas:

- 4.19.1 Intake: Immediately upon the inmates' arrival at the CRC, the successful Proposer shall notify the OIC at the parent institution and shall complete a Department of Correction's Letter of Notice (Form DC6-102). The inmate shall be furnished a copy of the Letter of Notice (Form DC6-102) and must agree to abide by the conditions of the Letter of Notice. An inmate who refuses to sign the Letter of Notice after being admitted shall immediately, without delay, be returned to the physical custody of the Department.
- 4.19.2 Orientation: No later than fifteen (15) days prior to the start of services the successful Proposer shall provide a copy of the orientation program to the Department's Contract Manager. The topics to be utilized in the curriculum for all inmates entering the CRC shall include and not be limited to the following:
 - 4.19.2.1 Facility rules and regulations, grievance procedures, PREA, inmate handbook, daily schedule procedures, expected behavior, duties and responsibilities while at the CRC;
 - 4.19.2.2 Facility privileges including visitation, shopping trips, religious services and furloughs;
 - 4.19.2.3 Substance abuse and other counseling services available;

- 4.19.2.4 Academic and/or vocational programs available;
- 4.19.2.5 Employment services available, including job development, placement and retention; and
- 4.19.2.6 Management of personal funds and financial responsibilities.

The successful Proposer shall establish a written policy/procedure to compensate for inmates with language or literacy barriers in order to prevent them from misunderstanding any of the above topics. Inmates shall sign a "Certificate of Completion" upon completion of the orientation program.

- 4.19.3 Development of a Personalized Program Plan: The successful Proposer shall assess each inmate's substance abuse, educational, vocational, employment and re-entry needs; identify long term goals and areas requiring immediate attention and develop a Personalized Program Plan (PPP) on the inmate within fourteen (14) days of arrival, using Department Form DC6-118A or WRIMS. This plan shall facilitate successful re-entry to the community following incarceration. Any revisions to the PPP shall be entered into WRIMS electronically. The successful Proposer shall meet with each inmate at least monthly to review the PPP and to evaluate and discuss the inmate's performance and progress in the program. Verbal feedback shall be provided to the inmate and the successful Proposer shall document the monthly review electronically in WRIMS in the case note session. The PPP monthly reviews and subsequent revisions shall be signed and dated by the successful Proposer's staff and the inmate.
- 4.19.4 Information Release Forms: The successful Proposer shall adhere to Chapter 33-601.901, F.A.C., Confidentiality of Records. The successful Proposer shall ensure that each inmate signs appropriate release of information forms so that authorized Department staff has access to required inmate information. In order to release information to subcontractors, when applicable, a release of information shall be obtained from the inmate utilizing Department Form DC4-711B. The successful Proposer shall adhere to Chapter 33-601.901, F.A.C., Confidentiality of Records.
- 4.19.5 Case Files: The successful Proposer shall prepare a case file for each inmate upon intake. This case file shall be housed and maintained at the CRC facility until the inmate is discharged from the CRC, at which time, the case file shall be released to the parent institution. The successful Proposer shall share all information and records pertaining to inmates with Department staff upon request. The successful Proposer shall comply with record-keeping requirements relating to documentation of inmate admission, employment, program services rendered to inmates, referrals to community providers, incidents reports, and other similar information. The inmate's official record (master file) for inmates housed at the CRC will be maintained by the Department. All case files shall contain documentation as required by the service specifications of the resulting Contract including but not limited to the following:
 - a. Classification and Admission Summary;
 - b. Documentation of intake and orientation signed by the inmate;
 - c. Financial obligations, payments, etc;
 - d. Gain time evaluations;
 - e. Request forms and responses;
 - f. Grievance information;
 - g. Property receipts, confiscation, etc.;

- h. Documentation of attendance at all program services, residential activities, etc.;
- i. Documentation of all incidents, counseling, and rule violations;
- j. All documents concerning inmate participation in the CRC;
- k. Photograph and ID Sheet DC3-322;
- l. Community Release Recommendation (DC-127);
- m. Individualized Personalized Program Plan (DC6-118A);
- n. Personalized Program Plan Modification Plan (DC6-118B);
- o. Monthly Progress Reports (DC6-118C);
- p. Approved Visitor's List;
- q. Authorization for Release of Information (DC4-711B);
- r. Inmate Requests (DC6-236);
- s. Rules for residence and disciplinary policy, signed by inmate;
- t. Monetary Reimbursement Agreement (DC6-123);
- u. Copy of any disciplinary action or incident reports;
- v. Employer's Community Work Agreement (DC6-124);
- w. Initial Intake Information Form;
- x. Letter of Notice (DC6-102);
- y. Furlough Agreement Type A (DC6-178);
- z. Type B Furlough Request (DC6-179);
- aa. Type A/B Furlough Sponsor Agreement (DC6-152);
- bb. Employment Contacts (DC6-125);
- cc. Inmate Personal Property List (DC6-224);
- dd. Inmate Impounded Personal Property List (DC6-220);
- ee. Receipt for Personal Property (DC6-227);
- ff. Certificate of Orientation (DC6-126);
- gg. Inmate Program Participation Screen DC32 (Screen Prints);
- hh. Inmate Program Achievement Screen DC34 (Screen Prints).
- ii. PREA Orientation Form (DC6-134A);
- jj. Cell Phone Agreement (DC6-2075); and
- kk. Electronic Monitoring Form (DC6-199).

4.19.6 Health Records Files: The successful Proposer shall prepare a Health Records File for each inmate upon intake. The successful Proposer shall share all information and records pertaining to inmates with Department staff upon request, in compliance with the Health Insurance Portability and Accountability Act (HIPAA). All Health Records Files shall contain documentation as required by the service specifications of the Contract, and at a minimum, shall contain:

4.19.6.1 Medical information;

4.19.6.2 Community Work Release / Program Center Health Assessment (DC4-750).

- a. The successful Proposer's staff must provide a copy of the completed DC4-750 to Health Services at the parent institution.

4.19.7 Confidentiality: The successful Proposer shall maintain confidentiality of all case files, health record files and references to inmates receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Department and successful Proposer agree that all information and records obtained in the course of providing services to inmates shall be subject to confidentiality and disclosure provisions of

applicable Federal and State statutes and regulations. The successful Proposer shall ensure that inmates do not have access to any file, either their own or another inmate's. The successful Proposer shall return an inmate's Case File and Health Records File to the parent institution within twenty-four (24) hours of termination or release of the inmate.

4.20 Daily Log of Activities

The successful Proposer shall maintain a daily log in WRIMS at the CRC facility that shall provide a daily record of activities and a method for information exchange between work shifts. This method of information exchange may take the place of briefings and shall provide updates as to the status of the facility and inmates in order to assist successful Proposer staff in managing any issues that might arise during the shift.

The daily log shall be approved in WRIMS by the designated supervisor at the end of each shift, and indicate the CRC inmate count, time of staff change and responsible staff. The log shall include, but not be limited to, the following information:

1. All inmate counts;
2. Escapes;
3. Receipt of new inmates;
4. Transfer, release or termination of inmates;
5. Arrivals and departures of staff visitors and/or DC staff;
6. Inmates who must be picked up at a specific time and location;
7. Status of inmates out on furloughs;
8. Special permission given to any inmate to do something that will take place during the incoming staff's shift;
9. Any unusual occurrences at the center during the preceding shift; and
10. Any other important information which the incoming staff should be aware of.

Upon written notice to the successful Proposer, the Department may direct that additional information be kept on the daily log.

The successful Proposer shall ensure that the daily logs correctly document the required information as they may be used in subsequent investigations, court cases, litigation or program audits. Therefore, it is important that these logs be completed for this purpose, as well as to adequately inform incoming staff.

4.21 Employment, Substance Abuse and Transitional Services

The successful Proposer shall provide employment, substance abuse and transitional services to inmates based on the same premise as the Department's current program for extension of the limits of confinement (CRC's) pursuant to Chapter 945.091, F.S.. Services provided are intended to facilitate successful re-entry into society upon completion of incarceration through development of independent living skills and economic self-sufficiency gained through meaningful employment. The successful Proposer shall provide employment, substance abuse and transitional services to include, but not be limited to, the following:

- 4.21.1 Employment Re-Entry Skills and Job Placement/Retention/Advancement:
The successful Proposer shall offer a curriculum(s) and assist inmates with the development of job readiness skills, job search skills, job retention skills and job changes/advancement skills such as:

- a. completing job applications;
- b. appropriate interviewing techniques;
- c. realistic expectations about salary, hours, benefits;
- d. acceptable grooming, personal hygiene, demeanor and attitude;
- e. satisfactory presence on a job;
- f. following rules and regulations;
- g. getting along with supervisor(s) and co-workers;
- h. desirable work habits and attributes;
- i. when job changes are appropriate;
- j. proper steps for leaving/terminating jobs; and
- k. strategies for seeking job advancement and promotions.

Inmates shall participate in employment classes based on individualized needs and Personalized Program Plan.

The successful Proposer shall assist participants with obtaining a Driver's License, Birth Certificate, State ID and/or a Social Security card, if necessary. This assistance shall be provided on an ongoing basis throughout the inmate's participation in CRC's.

Through linkages to public and private employers, trade and vocational schools, and employment referral services in the community, the successful Proposer shall facilitate meaningful opportunities for employment and training. Participants engaged in vocational and/or educational training programs shall be required to maintain paid employment a minimum of twenty (20) hours per week.

4.21.2 Substance Abuse Programming: The successful Proposer shall provide a Counselor(s) to deliver substance abuse program services which shall include all of the services listed below, as requested by the Contract Manager or designee. The Counselor-to-inmate ratio for services is one (1) counselor to fifty (50) inmates. The successful Proposer shall ensure that all program services, including evidence-based program curricula, are provided in accordance with Rule 65D-30, F.A.C. and any applicable Department procedures, guidelines, rules or manuals. A clinical chart compliant with 65D-30 F.A.C is required for every inmate in substance abuse programming. The successful Proposer must use DC clinical forms. A quality assurance program in compliance with 65D-30 F.A.C is required. Required Children and Families licenses, in accordance with Chapter 397, F.S. and Rule 65D-30 F.A.C. shall be in place and service provision commence upon the execution of any contract resulting for this RFP. The substance abuse program services shall consist of the following:

4.21.2.1 Licensed Outpatient Substance Abuse Treatment - The successful Proposer shall provide licensed outpatient—substance abuse treatment to any inmate that is identified by the Department to be mandated for substance abuse program participation and who has not successfully completed an In-Prison Intensive Outpatient, Outpatient or Residential Program during the inmate's current incarceration prior to placement in the CRC. This outpatient substance abuse treatment will, at a minimum, consist of one (1) sixty (60) to ninety (90) minute process group two (2) times per week, for a minimum of four (4) months and one (1) forty-five (45) minute individual counseling session per month. Additional individual/group counseling sessions may be scheduled if clinically

warranted. The program will be directed at changing drug-abuse and criminal behaviors of inmates with a history of substance abuse and to develop other social skills necessary for the inmates' successful re-entry into society.

4.21.2.2 Licensed Aftercare Treatment Services - The successful Proposer shall provide licensed aftercare substance abuse services to any inmate who has completed the outpatient substance abuse program while at the CRC or who arrives at the CRC having successfully completed an In-Prison Intensive Outpatient or Residential Program during their current incarceration prior to placement in the CRC. Aftercare Treatment Services shall include one (1) sixty (60) to ninety (90) minute process group one time per week, depending on individual clinical need, for a minimum of eight (8) weeks and one (1) forty-five (45) minute individual counseling session one time per month until the inmate is enrolled in the Alumni Group. Additional individual/group counseling sessions may be scheduled if clinically warranted.

4.21.2.3 Licensed Substance Abuse Intervention Services - The successful Proposer shall provide licensed substance abuse intervention services to any inmate that is identified by the Department to be mandated for substance abuse program participation, and who has less than four (4) months remaining until release and who has not successfully completed an In-Prison Intensive Outpatient Substance Abuse Treatment Program or Residential Program during the inmate's current incarceration prior to placement in the CRC. Intervention services include activities and strategies that are used to prevent or impede the development or progression of substance abuse and shall include individual, group counseling and case management.

4.21.2.4 Alumni Support Groups - The successful Proposer shall provide weekly Alumni Groups for inmates who have completed the aftercare component. These groups may be facilitated by counseling staff or inmates who have completed treatment programming. Inmates shall be required to attend these support groups or other self-help group model of addiction recovery until their release from the facility. This service does not require licensure by the Department of Children and Families.

4.21.3 Inmate Progress: For inmates participating in substance abuse programming, the successful Proposer may be required to utilize Texas Christian University "Client Evaluation of Self and Treatment (CEST). The CEST scales provide a baseline for monitoring inmate performance and psychosocial changes during treatment both at the inmate level and the overall program level. Besides motivation, psychological, and social functioning, inmate self-ratings also are obtained on treatment needs, services received, treatment satisfaction, counseling rapport, treatment participation, peer support, and (outside) social support - all representing indicators related to outcomes during and following treatment. Repeated assessments over time provide a basis for monitoring inmate change and case planning.

- 4.21.4 Re-entry/Transition Plan: All inmates participating in the substance abuse program shall participate in the development of a comprehensive Re-Entry/Transition Plan prior to their release from the CRC. The successful Proposer's Substance Abuse Counselor must approve this plan. A copy shall be placed in the inmate's classification file and the clinical substance abuse file.
- 4.21.5 Clinical Supervision: The successful Proposer shall ensure that the substance abuse programming clinical supervision is conducted by "Qualified Professional", in accordance with Chapter 397, Florida Statutes. The Clinical Supervisors shall provide on-site clinical supervision to substance abuse counselors no less than four (4) hours per month, per counselor. Clinical supervision shall at a minimum include the following:
- 4.21.5.1 One (1) individual, face-to-face interview for one (1) hour duration with each Counselor to discuss clinical problems, program issues and training needs. This interview shall be documented and signed by the Counselor and the Clinical Supervisors and shall be available for review upon the Department's request.
- 4.21.5.2 One (1) hour observing group or individual counseling, conducted by each primary Counselor. Documentation of the observation shall be signed and dated by the Counselor and Clinical Supervisors and shall be available for review upon the Department's request.
- 4.21.5.3 Review of clinical charts which shall be signed, dated and credentialed by the Qualified Professional (Clinical Supervisors) in accordance with Rule 65D-30, F.A.C. and Chapter 397, F.S. In addition, a minimum of five (5) charts or ten percent (10%) of the program's total charts, whichever is greater, must be reviewed monthly. The Clinical Supervisors shall document the results of this review and submit the results with the clinical supervision report. The Clinical Supervisors shall be responsible for the overall quality of each clinical file.
- 4.21.6 Re-Entry Programming: The successful Proposer shall ensure that programming is provided to those inmates needing re-entry programming which includes the 100 hour Transition Course, life skills classes and budgeting skills.

The successful Proposer shall provide the statutorily mandated 100 hour transition program or a Department-approved equivalent to all inmates who arrived at the facility without receiving this required programming.

The successful Proposer shall provide a recognized and Department-approved Budgeting Skills Class to all inmates at the facility. The successful Proposer shall ensure that inmate budgets are developed weekly by the inmate, utilizing the skills learned in class and reviewed and approved by the employment specialist or designated individual case manager/counselor tech.

The successful Proposer shall offer life skills classes based on individualized needs. These may include and are not limited to:

- a. Values clarification;
- b. Parenting Skills;
- c. Anger Management;
- d. Planning for Independent Living;
- e. Motivational techniques;
- f. Victim Awareness
- g. Changing Thinking Patterns
- h. Effective inter/intra personal skills;
- i. Use of effective communication and listening skills;
- j. Effective problem solving;
- k. Accepting constructive criticism;
- l. Coping with anxiety and stress;
- m. Decision making; and
- n. Setting long and short term goals.

The successful Proposer is encouraged to use evidenced-based curriculums in the delivery of these life skill modules.

4.21.7 Educational Programming: The successful Proposer shall make available Academic Programs and Educational Services to include: TABE testing, Adult Basic Education and GED classes available to the inmate at no cost to the inmate. The successful Proposer shall encourage and motivate inmates in need of these services to participate in these services as individually appropriate and in accordance with their PPP. Teachers' and instructors' credentials must meet or exceed all applicable requirements of Florida Law.

4.21.8 Faith-Based Activities: The successful Proposer shall make available access to non-denominational and denominational services for inmates at a minimum of one time per week not to exceed 3 hours in duration as directed in Rule 33-601.602 F.A.C.

4.21.9 Value Added Services: The successful Proposer may elect to provide certain value-added services to include and not be limited to the topics indicated below. Any proposed services shall be inclusive of the proposed price, and provided at no additional cost to the inmate. The services are to be available on an ongoing basis throughout the inmate's participation in the CRC.

4.21.9.1 Counseling services (family counseling, domestic violence, mental health, etc.)

4.21.9.2 Driver Training Course for License Reinstatement

4.22 Proposer Staffing Requirements

The successful Proposer shall provide the required staff outlined in this RFP and maintain the required staffing levels throughout the entire Contract period.

4.22.1 Staffing Levels

The successful Proposer shall provide sufficient, qualified personnel to oversee the required operations of the Community Release Center as specified in this RFP, and in accordance with the successful Proposer's approved staffing plan. The successful Proposer's staffing plan shall be approved by the Contract Manager/designee within fifteen (15) days after contract execution. The minimum acceptable staffing coverage requirements are as follows:

- 4.22.1.1 Minimum Staff Requirement for Management/Professional Staff: The successful Proposer shall ensure that at a minimum one (1) Management/Professional staff position is on duty at the CRC seven (7) days per week, eight (8) hours per day, to manage CRC operations. The successful Proposer shall ensure that one (1) Management/Professional staff position is on-call when a Management/Professional staff position is not on duty on-site at the facility.
- 4.22.1.2 Minimum Staffing Requirements for Inmate Supervision: To ensure public safety and adequate supervision of the inmates assigned to the CRC, the successful Proposer shall provide no less than one (1) staff member (Facility Director, Assistant Facility Director, or Correctional/Operational staff) for every fifty (50) inmate beds contracted with the department (50:1 ratio of inmate beds to staff). The minimum staff required to be on duty shall be paid, awake and present at the center (not on call) twenty-four (24) hours a day, seven (7) days a week.
- 4.22.1.3 Minimum Staffing Requirements for Programming: The successful Proposer shall ensure adequate staffing to provide the required programming elements. Programming should occur when inmates are available and not require them to miss work.

4.22.2 Minimum Required Staffing Positions

The successful Proposer shall provide the following positions:

- 4.22.2.1 Facility Director (minimum 1 position): The Facility Director shall be a full time (40 hours per week) on-site management/professional position responsible for the overall operation of the CRC. The Facility Director shall be the supervisor for the successful Proposer's staff. This position is designated as a Management/Professional staff position.
- 4.22.2.2 Assistant Facility Director (minimum 1 position): An Assistant Facility Director position shall be a full-time (40 hours per week) on-site management/ professional position assisting the Facility Director and responsible for the overall operations of the CRC in the absence of the Facility Director. This position is designated as a Management/Professional staff position.
- 4.22.2.3 Operations/Shift Supervisor (may be used to ensure minimum number of positions as deemed necessary to maintain the required management/professional staffing levels, this is an operational management position): The Operations/Shift Supervisor position shall be a full time (40 hours per week) on-site Management/Professional position that assists the Facility Director and the Assistant Facility Director for the overall operations of the CRC in the absence of both the Facility Director and the Assistant Facility Director.
- 4.22.2.4 Correctional Counselors/Operational Technicians (minimum number of positions as deemed necessary to maintain staffing levels): Correctional Counselor/Operational Technician positions shall provide supervision, counseling, custody and control,

employment development and coordination and other related services to inmates, twenty-four (24) hours per day, seven (7) days a week, as required in this RFP.

- 4.22.2.5 Substance Abuse Counselors (minimum of one (1) position for every one hundred and sixty (160) contracted beds at the facility). The Substance Abuse Counselors shall be full-time (40 hours per week) and located on-site. They will be responsible for the provision of substance abuse outpatient, aftercare and intervention services and must carry a caseload of 50 inmates.
- 4.22.2.6 Substance Abuse Clinical Supervisor/Qualified Professional (minimum number of positions needed to ensure that the maximum number of cases a clinical supervisor provides clinical supervision of services does not exceed one hundred and sixty (160) cases). Clinical Supervisors must be Qualified Professionals as defined by statute. They are responsible for the clinical supervision of staff and the clinical oversight and clinical care of all substance abuse services provided on site.
- 4.22.2.7 Employment Specialist (minimum of one (1) position for every eighty-five (85) inmates). The Employment Specialist delivers the Employment Re-Entry Skills and Job Placement/Retention/Advancement curriculum to inmates, recruits and orients potential employers, assists with job checks, assesses inmate skill for potential employment, assists inmates with completing resumes and job applications, provides employment counseling, delivers budgeting skills curriculum and assists inmates with their weekly budgeting skills.
- 4.22.2.8 Academic Teacher/Instructor: The successful Proposer shall provide an adequate number of teacher positions to provide academic instruction to inmates in need.
- 4.22.2.9 “Certified” Correctional Officers (minimum five (5) positions, full-time/part-time): Certified Correctional Officer positions shall provide supervision, security, custody and control, and other related services to inmates, twenty-four (24) hours per day, seven (7) days a week, as required in any resulting Contract. These positions may be satisfied by certifying existing successful Proposer staff excluding program staff, in accordance with Chapter 943, Florida Statutes or by hiring ex-Department of Corrections employees that were certified upon their separation of employment, their certification has not been revoked for misconduct and left the Department in good standing. **“Certified” Correctional Officers are only required for facilities with 100 or more inmates in its CRC program. NOTE: The Department is offering a “Certified” Correctional Officer Supplemental Fee of \$1.60 per contracted bed X the number of days in the month. The monthly Supplemental Fee would not exceed the number of contracted beds X \$1.60 X the number of days in the month.**
- 4.22.2.10 Electronic Monitoring Case Manager (minimum number of positions deemed necessary to monitor equipment): Electronic

Monitoring Case Manager positions shall be provided to ensure dedicated monitoring of electronic monitoring equipment worn by inmates when outside their sleeping quarters to ensure compliance with protocols of the devices. During the timeframe when a minimum of 95% of the inmate population assigned to electronic monitoring equipment are scheduled to be in their sleeping quarters, control room staff shall be responsible for responding to and monitoring all inmates on electronic monitoring equipment to ensure compliance with protocols of the devices.

In addition, the successful Proposer may establish any other additional positions deemed necessary to meet the requirements of this RFP.

4.22.3 Staffing Qualifications

The successful Proposer shall employ qualified staff who possess the appropriate skills and training to effectively execute the requirements of this Contract and provide security and supervision commensurate with the inmate population. The required successful Proposer staff positions shall include the following minimum qualifications:

- 4.22.3.1 Facility Director – a minimum of a Bachelor’s degree and three (3) years’ experience in the delivery of services to residents or offenders or inmates in the care, custody, or supervision of a federal, state or local criminal justice system. Four (4) years of **additional** experience in the delivery of services to residents or offenders or inmates in the care or custody of a federal, state or local criminal justice system in a supervisory capacity may be substituted for the Bachelor’s degree.
- 4.22.3.2 Assistant Facility Director – a minimum of a Bachelor’s degree and one (1) year of experience in the delivery of services to residents or offenders or inmates in the care, custody, or supervision of a federal, state or local criminal justice system. Four (4) years of **additional** experience in the delivery of services to residents or offenders or inmates in the care or custody of a federal, state or local criminal justice system may be substituted for the Bachelor’s degree.
- 4.22.3.3 Operations/Shift Supervisor – a minimum of a high school diploma/GED and four (4) years of experience in the delivery of services to residents, offenders or inmates in the care, custody, or supervision of a federal, state or local criminal justice system. A Bachelor’s degree can substitute for two (2) years of the required experience.
- 4.22.3.4 Correctional Counselor/Operational Technician – a minimum of a high school diploma/GED.
- 4.22.3.5 Substance Abuse Counselor Qualifications
 - a. a Bachelor’s Degree from an accredited college or university in any of the social sciences and six (6) months of professional experience in chemical addictions counseling and/or mental health counseling; or

- b. a Bachelor's Degree from an accredited college or university in any unrelated area of study and one (1) year of professional experience in chemical addictions counseling and/or mental health counseling; or
- c. a Master's Degree from an accredited college or university in any of the social sciences and six (6) months of professional experience in chemical addictions counseling and/or mental health counseling;
- d. or a Master's Degree from an accredited college or university in any unrelated area of study and one (1) year of professional experience in chemical addictions counseling and/or mental health counseling; or
- e. a Ph.D. from an accredited college or university in chemical addiction counseling and/or mental health counseling; or
- f. a Ph.D. from an accredited college or university in any unrelated area of study; and one (1) year of professional experience in chemical addiction counseling and/or mental health counseling; or
- g. certified as a Certified Addictions Professional (CAP), Certified Criminal Justice Addictions Professional (CCJAP), Certified Associate Addictions Professional (CAAP), Certified Criminal Justice Associate Addictions Professional (CCJAAP); or
- h. an Associate's Degree from an accredited college or university and four (4) years of professional experience in chemical addiction counseling and/or mental health counseling; or
- i. a High School Diploma/GED and six (6) years of professional experience in chemical addictions counseling and/or mental health counseling.

4.22.3.6 Substance Abuse Clinical Supervisor/Qualified Professional: must meet the standards of a "Qualified Professional as defined by Florida Statute 397.311(25).

4.22.3.7 Employment Specialist: a minimum of a Bachelor's Degree or an Associate Degree and two years of full-time related work experience or High School graduate or equivalent and four years of full-time related work experience. Experience must be in one of the following areas: personnel/human resources, marketing, human services, advertising or other related fields.

4.22.3.8 Academic Teachers: Teachers' and instructors' credentials must meet or exceed all applicable requirements of Florida Law.

4.22.3.9 Certified Correctional Officers: at a minimum, a high school diploma/GED and a copy of CJSTC Validation of Certification and a letter of good standing upon separation from the Department of

Corrections' Human Resources Office or shall be certified in accordance with Chapter 943, Florida Statutes.

4.22.3.10 Electronic Monitoring Case Manager – a minimum of a high school diploma/GED and two (2) years of experience working with computers.

The successful Proposer shall maintain written job descriptions that accurately describe duties for all positions performing services under any Contract resulting from this RFP.

4.22.4 Staffing Plan, Schedule and Vacancies

The Proposer shall include staffing plan that identifies the types of positions and number of personnel in each position. The plan shall also include a typical monthly staffing schedule that demonstrates coverage, seven (7) days a week, twenty-four (24) hours a day, delineating the type and number of positions on duty at every given hour/shift. The successful Proposer shall develop a written back-up staffing plan for filling staff absences and vacancies from work for each program site. This plan shall include how the Proposer will utilize temporary/interim staff. Temporary/interim staff members shall meet the minimum qualifications for the positions they are temporarily filling.

The successful Proposer shall notify the Contract Manager or designee and Warden of the parent institution, in writing of any staff resignations or terminations within forty-eight (48) hours. The successful Proposer shall ensure that no staff position remains vacant for longer than thirty (30) continuous calendar days. The successful Proposer shall provide the Department with a biweekly employee verification report listing, at a minimum, all employee names, positions filled, vacant positions and the date the positions became vacant, name of any employee hired, terminated or resigned during the reporting period.

The successful Proposer shall maintain their staffing plan and scheduled hours of coverage as approved by the Contract Manager during the life of any resulting contract and shall ensure that all successful Proposer staff positions are filled for the entire scheduled work period(s), and that individuals are physically present at the work site as scheduled. The successful Proposer shall provide their staffing plan and schedule to the Contract Manager within fifteen (15) days following Contract execution for approval. Any change to the approved minimum staffing plan and schedule must be approved in writing by the Contract Manager prior to any changes being made.

4.23 Conduct and Safety Requirements

When providing services to the inmate population or in a correctional setting, the successful Proposer's staff shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and other applicable rules, regulations, policies and procedures of the Department.

In addition, the successful Proposer shall ensure that all staff adheres to the following requirements:

- 4.23.1 The successful Proposers' staff shall not display favoritism to, or preferential treatment of, one (1) inmate or group of inmates over another.
- 4.23.2 The successful Proposers' staff shall not deal with any inmate except in a relationship that supports services under any contract resulting from this RFP. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The successful Proposer shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- 4.23.3 The successful Proposers' staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity. Unless approved in writing by the Contract Manager or designee, the successful Proposer's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the resulting contract.
- 4.23.4 The successful Proposers' staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the successful Proposer or the State. In providing services pursuant to the resulting contract, the successful Proposer shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- 4.23.5 At no time shall the successful Proposer or successful Proposer's staff, while delivering services under any contract resulting from this RFP, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or that bears the logo or other identifying words or symbols of any law enforcement or correctional department or agency
- 4.23.6 Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the successful Proposer. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the successful Proposer to appropriate action, up to and including termination of any resulting contract
- 4.23.7 The successful Proposer shall report any incident described above, or requiring investigation by the awarded successful Proposer, in writing, to the Contract Manager or their designee within twenty-four (24) hours, of the successful Proposer's knowledge of the incident.

4.24 Staff Background/Criminal Records Checks

- 4.24.1 The successful Proposers' staff, assigned to the contract resulting from this RFP, shall be subject, *at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check.* This background check will be conducted by the Department and may occur or re-occur at any time during the contract period. The

Department has full discretion to require the successful Proposer to disqualify, prevent, or remove any staff from any work under the contract. The use of criminal history records and information derived from such records are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the successful Proposer. The Department shall not confirm to the successful Proposer the existence or nonexistence of any criminal history record information. In order to carry out this records check, the successful Proposer shall provide, upon request, the following data for any individual of the successful Proposer or subcontractor's staff assigned the contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the successful Proposer's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The successful Proposer shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

- 4.24.2 The successful Proposer shall ensure that the Contract Manager or designee is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being hired or assigned to work under the contract. The successful Proposer shall not offer employment to any individual or assign any individual to work under the contract, who has not had an FCIC/NCIC background check conducted.
- 4.24.3 No person who has been barred from any Department institution or other Department facility shall provide services under the contract resulting from this RFP without prior written approval from the Contract Manager.
- 4.24.4 Participants shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the participants and any staff of the successful Proposer. It is the responsibility of the successful Proposer to advise the Contract Manager of any known pre-existing close personal relationships between staff and participants. Rule 33-208.002(26) FAC shall apply at the program, which stipulates that marriage between an employee and a participant is prohibited.
- 4.24.5 The successful Proposer shall not employ or enter into any subcontract with any individual at any program site under the contract resulting from this RFP who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the vendor's agency that are independent of the successful Proposer's program. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with or access to any records of the Department of Corrections sponsored offenders participating at contracted sites.
- 4.24.6 The successful Proposer shall disclose any business or personal relationship a staff person, officer, agent or potential hire may have with anyone presently incarcerated or under the supervision of the Department.
- 4.24.7 The successful Proposer shall immediately report any new arrest, criminal charges or convictions of a current employee under the contract resulting from this RFP.

- 4.24.8 Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the successful Proposer from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The successful Proposer shall require that all proposed employees provide to them the details of any criminal background information. The successful Proposer shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when the successful Proposer or any of their staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.
- 4.24.9 The successful Proposer shall screen all potential employees through referral, employment and background checks prior to the individual providing services, custody, control or supervision to inmates as directed by any contract resulting from this RFP. This screening shall include but not be limited to employment history, academic/vocational achievement, references, organizational affiliations and any certifications or licensures.
- 4.24.10 The successful Proposer shall comply with the departments outside employment procedure 208.013 when hiring both current and former Florida Department of Corrections employees.
- 4.24.11 Prior to receiving access to WRIMS or OBIS, the successful Proposer shall obtain a Level II background screening (which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI), and results submitted to the Department for any current or new successful Proposer-staff employed to work under any contract resulting from this RFP. The successful Proposer shall bear all costs associated with this background screening.

4.25 Staff Training

The successful Proposer and successful Proposer's staff as designated by the Department shall attend and participate in a maximum of two (2) meetings per year for the purposes of training, technical assistance, performance review or to address problems encountered. The successful Proposer shall be responsible for payment of the successful Proposer's staff's salaries, benefits, and other expenses, while attending any Department required training.

If directed by the Department, and at no cost to the Department, the successful Proposer shall provide to their staff a minimum of four (4) hours of training relevant to services to be provided under any contract resulting from this RFP, during each Contract year. In addition, all staff shall be certified in CPR, PREA, and First-Aid within three (3) months of being employed. Copies of such certification shall be maintained at the contracted CRC facility. The successful Proposer shall receive approval of the curriculum and time allocations in writing from the Contract Manager prior to delivery of training.

4.26 Project Documentation (Records and Documentation)

In addition to the documents specified in Section 4.19.5, Case Files, and reports specified in Section 4.29, General Reporting Requirements, the successful Proposer shall maintain the

following records and documentation on-site and available for review upon request by the Contract Manager or designee:

4.26.1 Required Permits and Licenses

The successful Proposer shall maintain all permits and licenses required for the operation of the CRC at the facility for inspection by Department staff whenever requested.

4.26.2 Successful Proposer Personnel Records

The successful Proposer shall maintain personnel records at the CRC on all active employees and those who were employed within the last ninety (90) days. For all other employees performing CRC services and those who have been inactive for over ninety (90) days, the successful Proposer shall maintain their personnel records for at least five (5) years from the date of termination of employment at either the CRC or other location identified by the successful Proposer. Copies of all records and documents shall be made available for the Department upon request, or no more than forty-eight (48) hours upon request if stored at a different site location. In no event may this location be outside of the state of Florida. The personnel file must contain all documentation required by Rule 65D-30.004 (4) Personnel Policies, Personnel Records and documentation of department approval for the employee to provide services under any contract resulting from this RFP, proof that the Level II Background Screening has been completed, copies of the required TB testing and the required CPR/First Aid training.

4.26.3 Clinical Charts

The successful Proposer shall maintain an individual clinical chart on each inmate. The chart shall be maintained in accordance with Rule 65D-30, F.A.C., requirements and DC policies. All clinical charts must be legible.

4.26.4 Program Curricula

The successful Proposer shall maintain records of all curricula provided at the CRC. Program Curricula shall be made available to the Department upon request.

4.26.5 Contraband Log

The successful Proposer shall permanently maintain a Contraband Log form (DC6-219) at the CRC of all contraband found in the possession of inmates, visitors or staff pursuant to Section 4.8.10, of any resulting contract. Contraband Logs shall be made available to the Department upon request.

4.26.6 Incident Reports

The successful Proposer shall permanently maintain all incident reports, form (DC6-210) at the CRC. Any successful proposer Incident Reports shall be filed by month in chronological order. Incidents shall be reported as required in Section 4.8.3 of this RFP and a copy of all Incident Reports shall be forwarded to the parent institution and Contract Manager as indicated.

4.26.7 Urinalysis Log

The successful Proposer shall permanently maintain a log at the CRC of all urinalysis testing. This log shall include but not be limited to inmate's name and DC#, type of test; reason for test, date test was administered, staff administering test and results. This log shall be maintained chronologically. The Urinalysis Log shall be made available to the Department upon request.

4.27 Deliverables

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

- 4.27.1 Program services provided to each inmate as stated in Section 4.2;
- 4.27.2 Reports as required in Subsection 4.28, General Reporting Requirements;
- 4.27.3 Occupied beds: An occupied bed is defined as bed space that is filled by a Department-approved inmate at the close of business (11:59 pm) on a daily basis, who receives services as stated in any contract resulting from this RFP; this contract; and
- 4.27.4 Facility operation and security to ensure proper care and custody of the inmates.

4.28 General Reporting Requirements

4.28.1 Miscellaneous Performance Reports

The successful Proposer, upon request of the Department, shall provide any miscellaneous performance reports in a Department-approved format. These reports may require, at a minimum, the inmate's full name, DC number, date of arrival, date of program entry, and work assignment status. Additionally the following information may be required:

- a. Type of employment;
- b. Pay rate of employment;
- c. Number of inmates in each category and pay range;
- d. Number of incidents reported;
- e. Staff vacancies; and
- f. Number inmates unemployed and length of unemployment.

These reports shall be provided to the Contract Manager upon request and shall be utilized in evaluating how well or whether the successful Proposer is meeting/has met the performance measures identified in Section 4.29.

4.28.2 Monthly Program Report

The successful Proposer shall provide a Monthly Program Report in a Department-approved format. This Report shall include but not be limited to the following information and shall indicate the inmate's name, DC number, date of referral, date of program entry and departure date:

- a. Number of furloughs and reason for furlough;
- b. Number of inmates in education programs;
- c. Number of inmates in substance abuse treatment programs;
- d. Number of inmates in re-entry programs;
- e. Number of inmates participating in Employment Skills classes;
- f. Number and type of disciplinary reports;
- g. Number and type of terminations (disciplinary, medical, request of inmate or other);
- h. Percentage of available inmates employed;
- i. Funds collected for restitution and the number of inmates paying;
- j. Funds collected for court costs and the number of inmates paying;
- k. Funds collected for child support and the number of inmates paying;

- l. Funds collected for savings;
- m. Funds collected for subsistence;
- n. Average funds paid for family support and the number of inmates paying, not to include child support; and
- o. Average funds paid to inmates on weekly draw and number of inmates receiving weekly draw.

The report shall be submitted to the Contract Manager no later than fifteen (15) days after the last day of the month during which services were provided and shall be utilized in evaluating how well or whether the successful Proposer is meeting/has met the performance measures identified in Section 4.29.

4.28.3 Incident Reports

All incidents shall be documented and submitted in report form to the Warden of the parent facility and Contract Manager or designee within twenty-four (24) hours of occurrence, or of the successful Proposer's knowledge of the incident, whichever occurs first. Incident reports shall include the information required in Section 4.8.3.

4.28.4 Staffing Report

The successful Proposer shall submit to the Contract Manager or designee on a monthly basis a staffing report in a Department approved format. The report shall include but is not limited to staff member's name, position, new hires, transfers, terminations, vacant positions and date of vacancies.

4.28.5 Miscellaneous Reports

The successful Proposer shall maintain and file with the Department such progress, fiscal and inventory reports and other reports as the Department may require within the period of the resulting contract.

4.29 Performance Measures & Liquidated Damages

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

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

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

The successful Proposer shall achieve and maintain the performance standards indicated below and shall provide the Contract Manager, upon request, with a report indicating whether compliance with each standard listed has been met or the reasons why compliance has not been met.

The successful Proposer expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law.

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

4.29.1 Inmate Whereabouts

Outcome: The whereabouts of all inmates assigned to the Community Release Center shall be accounted for at all times. (This includes inmates either on-site or away from the Center, including during furloughs, employment assignments and other absences from the Center).

Measure: Monthly sample of Community Release Center Work Release Inmate Monitoring System (WRIMS) daily log activities by the Contract Manager or designee shall demonstrate that the whereabouts of all inmates are known and documented

Standard: Achievement of outcome must meet one hundred percent (100%) compliance on a daily basis.

Liquidated Damage: If the successful Proposer fails to meet the Performance Measure as outlined above, the Department may impose Liquidated Damages in the amount of \$1,500.00 per day that the whereabouts of all inmates cannot be accounted for at all times.

4.29.2 Escapes

Outcome: All inmate escapes shall be reported immediately, upon detection, to the Department's designated officer-in-charge at the parent institution.

Measure: Periodic audit/review of the Work Release Inmate Monitoring System (WRIMS) shall demonstrate that escapes were reported within fifteen (15) minutes of the time that the escape was detected.

Standard: Achievement of outcome must meet or exceed one hundred percent (100%) for all escapes.

Liquidated Damage: If the successful Proposer fails to meet the Performance Measure as outlined above, the Department may impose Liquidated Damages in the amount of \$1,500.00 for every escape occurrence that is not reported within fifteen (15) minutes of the time it was detected

4.29.3 Monthly Attestation

Outcome: The Contractor shall complete the Monthly Performance Attestation Form (Attachment VIII) and submit it with each monthly invoice.

Measure: Monthly review of the invoice and the Monthly Performance Attestation Form received by the contractor on a monthly basis.

Standard: The Contractor shall achieve 100% compliance on a monthly basis.

Liquidated Damage: If the successful Proposer fails to meet the Performance Measure as outlined above, the Department will impose Liquidated Damages in the amount of \$5,000.00 for every occasion that the Monthly Performance Attestation does not accompany the monthly invoice.

4.29.4 Substance Abuse Licensure

Outcome: The successful Proposer shall maintain the appropriate level of licensure for all substance abuse programs in accordance with Chapter 397, Florida Statutes and Chapter 65D-30, F.A.C.

Measure: Receive and compare written report from the Department of Children and Families and a copy of the successful Proposer's license(s) to ensure appropriate licensure for services provided.

Standard: The successful Proposer must maintain its licenses in good standing at the appropriate level established by the Department of Children and Families for their substance abuse treatment program(s) at one hundred percent (100%) of the time.

Liquidated Damage: If the successful Proposer fails to meet Performance Measures as outlined above, the Department will impose Liquidated Damages in the amount of \$500.00 a day until such time as the appropriate license is issued for the contracted program. This includes assessment of liquidated damages if an interim license is issued for any of the following reasons:

1. The service component(s) under contract with the Department of Corrections is/are substantially in non-compliance with licensure standards.
2. The successful Proposer is involved in licensure suspension or revocation proceedings for the contract program.

4.29.5 Substance Abuse Treatment Slots

Outcome: The successful Proposer shall provide fifty (50) substance abuse program slots, per counselor, on a weekly basis.

Measure: On a weekly basis, compare the number of inmates enrolled in Substance Abuse Program to the number of substance abuse treatment slots the program must offer.

Standard: The successful Proposer must maintain at least an average of ninety percent (90%) of their program slots filled on a monthly basis for each quarter.

4.29.6 Position Vacancies

Outcome: The employment specialist, substance abuse counselor, and academic teacher (if on-site) positions if vacant, must be filled within thirty (30) continuous calendar days from the vacancy.

Measure: Review of the required staff vacancy reports.

Standard: Achievement of outcome must meet one hundred percent (100%) compliance for all listed vacancies.

Liquidated Damage: If the successful Proposer fails to meet the Performance Measures as above, for more than forty-five (45) days, the Department may impose Liquidated Damages in the amount of pro-ration of the hourly wage, until the performance measure is in compliance with the contract.

4.29.7 Other Contract Requirements

Outcome: The successful Proposer shall meet the following contract requirements one hundred percent (100%) of the time:

Measure: The Department will monitor the successful Proposer's performance and determine compliance with other contract requirements, including, but not limited to, the following:

- a. Compliance with any other Term and Condition of the contract involving delivery of services not otherwise listed above.
- b. Compliance with General Reporting Requirements, Section 4.28.
- c. Invoicing and supporting documentation.

Standard: The successful Proposer shall achieve 100% compliance after the time-frames allowed for corrective action on identified deficiencies. Performance shall be measured on an annual basis.

If the successful Proposer fails to meet the Performance Measures as outlined above, the Department may impose Liquidated Damages in the amount of \$1,500.00 per occurrence, per day, until the contract requirement is in compliance with the contract.

By execution of any contract resulting from this RFP, the successful Proposer hereby acknowledges and agrees that its performance under the contract shall meet the standards set forth above.

The standard for each performance measure must be met for the amount of time specified. The successful Proposer shall advise the Department, in writing, of any

extenuating or mitigating circumstances that will prohibit them from meeting the above-outlined performance measure standards.

If the successful proposer fails to meet these standards, the Department, at its exclusive option, may allow up to six (6) additional months for the successful Proposer to achieve compliance with these standards. If the Department affords the successful Proposer an opportunity to achieve compliance, and the successful Proposer fails to achieve compliance within the specified time frame, the Department will impose Liquidated Damages as stated above or may terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the existence of extenuating or mitigating circumstances is within the exclusive discretion of the Department.

4.30 Monitoring

Representatives of the successful Proposer shall meet with the Contract Manager, or designee, upon request (at a minimum of once every six (6) months) to informally and verbally discuss and review contract operations. The successful Proposer shall maintain proper records and quality controls, which may be inspected by the Department at any time, on-site. The Department will conduct a contract compliance monitoring at a minimum of once every twelve (12) months. In addition, the successful Proposer shall meet with the Contract Manager (or designee) every two months, if requested, for the purpose of contract updates and management review. Monitoring shall consist of, and is not limited to, reviews of the following functions:

1. Program components;
2. Staffing;
3. Administration;
4. Inmate Oversight;
5. Health Services;
6. Facility Maintenance/Appearance;
7. Safety and Sanitation;
8. Compliance with Performance Standards; and
9. Reporting Requirements.

The Contract Manager will notify the successful Proposer at least one (1) week in advance of the annual scheduled monitoring visit.

The Contract Manager will provide a written monitoring report to the successful Proposer following the monitoring visit.

When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the successful Proposer. The Contract Manager will require the CAP to be submitted to the Contract Manager within thirty (30) days or less of receipt of the monitoring report, depending on the seriousness of the non-compliance issue. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, at which time full contractual compliance must be met. Failure to correct deficiencies as outlined in the monitoring report may result in a determination of breach of contract and termination of services.

The successful Proposer shall permit Department staff to make regular unannounced site visits to conduct security audits (in accordance with Florida Statute 944.151 and Department Procedure 602.055 Unannounced Security Audit Systems for Institutions), Prison Rape Elimination (PREA) audits/review case files, monitor contract compliance and meet with

inmates under supervision. When issues of non-compliance are identified during the visit, a written CAP may be required. The Contract Manager will require the successful Proposer to submit the CAP within thirty (30) days or less upon receipt of the non-compliance findings.

4.31 Programmatic Authority

The successful Proposer must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- 4.31.1 All services provided under any contract resulting from this RFP must meet the applicable requirements of Title 42 Code of Federal Regulations Part 2; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Standards for Privacy of Individually Identifiable Health Information, Title 45 C.F.R., Parts 160, 162, and 164, chapters 39, 397 and 415, of the Florida Statutes; Chapters 33 and Rules 65D-30, of the Florida Administrative Code; Code of Ethics and Conduct for Addiction Professional of Florida and any additional applicable local, state and federal laws, rules and regulations. In addition, services must be provided in accordance with any Department of Corrections' substance abuse program and policy guidelines, instructional manuals, and any subsequent revisions and/or addenda to those documents. Should licensing or program requirements change during the course of the resulting contract, updated regulations and requirements will take precedence. The above laws, rules and regulations are incorporated herein by reference and made part of any contract resulting from this RFP as if fully stated.
- 4.31.2 The successful Proposer and the Department shall work cooperatively to ensure program integrity and compliance with Department rules, policies and procedures.
- 4.31.3 The successful Proposer shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.
- 4.31.4 Any changes in the Scope of Service required to ensure continued compliance with State and Federal laws, statutes or regulations, legal settlement agreement or consent order or department policy, will be made in accordance with Section 4.3.

4.32 HIPAA Business Associate Agreement

The successful Proposer will be required to execute a HIPAA Business Associate Agreement and comply with all provisions of state and federal law regarding confidentiality of patient information, see Attachment V.

4.33 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Art. I, Sec. 24, Fla.

Constitution and Chapter 119, F.S. It is expressly understood that any state successful Proposer's refusal to comply with these provisions of law shall constitute an immediate breach of the contract resulting from this solicitation entitling the department to unilaterally terminate the contract. The successful Proposer will be required to notify the department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this solicitation shall be retained by the successful Proposer for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During this period, the successful Proposer shall provide any documents requested by the Department in its standard word processing format (currently Microsoft Office 2007). If this standard should change, the successful Proposer shall adopt the new standard at no cost to the department. Data files will be provided in a format directed by the department.

The successful Proposer agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful Proposer further agrees to hold the department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the department against the same at its expense.

4.34 Financial Specifications

4.34.1 Funding Source

This project is funded by General Revenue, contingent upon annual appropriation.

4.34.2 Invoicing and Payment of Invoice

The contract(s) resulting from this RFP will be at a fixed-rate. The Department will compensate the successful Proposer for services as specified in Attachment VII, Cost Proposal Sheet. All charges must be billed in arrears in accordance with Section 215.422 of the Florida Statutes. The Department requires a consolidated, single invoice, on a monthly billing cycle for services performed with supporting documentation as indicated below.

The successful Proposer agrees to request compensation on a monthly basis through submission to the Department of a properly completed monthly invoice, by facility within fifteen (15) days following the end of the month for which payment is being requested. The successful Proposer's invoice shall include the successful Proposer's name, mailing address, tax ID number/FEIN, contract number, unit rates accordance with the Cost Proposal Sheet, and dates of service.

4.35 Vendor Ombudsman

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

SECTION 5.0 - PROCUREMENT RULES AND INFORMATION

The following Special Instructions shall take precedence over Section 1.0 General Instructions to Respondents PUR1001 unless a statutorily required provision in the PUR 1001 supersedes.

5.1 Proposer Inquiries

This Special Instruction takes precedence over General Instruction #5 in PUR 1001.

Questions related to this RFP must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person (procurement manager) listed on page 1, within the time indicated in the Timeline. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline. Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline. The MyFlorida.com Vendor Bid System web site is located at: http://vbs.dms.state.fl.us/vbs/main_menu

Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the 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 officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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

5.2 Cost of Bid Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a proposer in responding to this RFP, including oral presentations if applicable.

5.3 Travel Expenses

The Department shall not be responsible for the payments of any travel expenses incurred by the successful Proposer resulting from this RFP.

5.4 Instructions for Proposal Submittal

Each proposal response shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each response must be on completeness and clarity of content. In order to expedite the review of the proposals, it is essential that Proposers follow the format and instructions.

- Proposals may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline.
- Electronic submission of bids will not be accepted for this Request for Proposal. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- Proposals must be delivered on or before the Opening Date as stipulated in the Timeline. The Department’s clocks will provide the official time for response/offer receipt and opening.
- All proposals must be submitted in a sealed envelope/package with the relevant solicitation number and the date and time of the bid opening shall be clearly marked on the outside of the envelope/package.
- Late proposals will not be accepted.
- Submit one (1) signed original hard copy proposal with five (5) hard copies, and six (6) electronic copies in pdf format on CD’s. The electronic copies should contain the entire proposal as submitted, including all supporting and signed documents. If the Proposer submits a redacted copy of the Proposal as outlined in Section 5.28, then the Proposer shall also submit one (1) electronic copy of their redacted Proposal in pdf format, on CD. The submitted CD’s shall not be “password protected”.

5.5 Project Proposal Format and Contents

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

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

All Proposals must contain the sections outlined below. Those sections are called “Tabs.” A “Tab”, as used here, is a section separator, offset and labeled, such that the Evaluation Team can easily turn to “Tabbed” sections during the evaluation process.

5.6 Tab 1 – Mandatory Responsiveness Requirements/Fatal Criteria

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

Note: Copies of rejected proposals will be retained in the RFP file.

- 5.6.1 It is **mandatory** that prospective proposers attend the Mandatory Site Visit – the Sign-In Sheet will be verified for attendance
- 5.6.2 It is **mandatory** that the Proposal is received by the Department by the date and time specified in the Timeline.
- 5.6.3 It is **mandatory** that the Proposer sign, have certified by a notary public, and return the “Certification Attestation Page for Mandatory Statements” (**ATTACHMENT 1**) and insert it under **Tab 1** of the Proposal.
- 5.6.4 It is **mandatory** that the Proposer sign and submit the “Cost Proposal Sheet” (**ATTACHMENT VII**) and insert it under Tab 1 of the Proposal.

The Proposer shall submit Cost Proposals with the most favorable terms the Proposer can offer. The Department may reject any and all proposals that are conditional, incomplete or which contain irregularities, as these will be deemed to be a counteroffer.

By submitting an offer under this RFP, each Proposer warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges shall render the entire proposal non-responsive.

The Cost Proposal Sheet shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices bid.

5.7 Tab 2 – Transmittal Letter with Executive Summary

The proposal should include a Transmittal Letter with Executive Summary (narrative) synopsis of the Proposer's method of delivering the required services in compliance with the minimum requirements and scope of services outlined in Section 4, **TECHNICAL SPECIFICATIONS (STATEMENT OF SERVICES SOUGHT)**, of the RFP. The synopsis should contain sufficient detail addressing all elements of the required service delivery and should be prepared in such a manner that will clearly indicate the Proposer's understanding of, and intent to comply with, the requirements set forth in the RFP. The Transmittal Letter with Executive Summary shall be signed by a representative of the Proposer authorized to bind the corporate entity submitting the proposal and should be inserted under **Tab 2** of the Proposal. The Transmittal Letter with Executive Summary should also contain information addressing each of the following requirements:

- 5.7.1** The Proposer's federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under any contract resulting from this RFP.
- 5.7.2** The Proposer's E-mail address or a statement certifying that an E-mail address will be available for the Proposer's Representative by the start date of any contract resulting from this RFP.
- 5.7.3** Information indicating whether the Proposer intends to utilize subcontractors and if so, that the proposer agrees to provide written notice to the Contract Manager of the name, component/type of work to be performed and FEID number of all subcontractors that will be utilized for direct service delivery. (This information shall be provided with the proposal). Use of subcontractors must be in accordance with Section 6.4.
- 5.7.4** Proof that the Proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of State's Office). In addition, the Proposer's corporate document number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractor proposed will also be licensed to do business in Florida.
- 5.7.5** A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State

employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Proposer is also an employee of the State or no State employee owns a five percent (5%) interest in the Proposer or its' affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.

5.8 Tab 3 – Business/Corporate Experience and Qualifications

5.8.1 Business References

The Proposer should furnish a minimum of three (3) business/corporate references with their proposal, utilizing the form provided as Attachment II of this RFP to support the Proposer's business/corporate experience. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The Department will use the Reference Questionnaire included in this RFP as Attachment III to verify the Proposer's business/corporate experience. **Current or former employees of the Department may NOT be used and will NOT be accepted as corporate references.** In addition to the three (3) business/corporate references provided by the Proposer, the Department reserves the right to contact other reference sources.

5.8.2 Narrative/Record of Past Experience

The Proposer should provide details of their required years of experience in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance, and should specifically include:

5.8.2.1 A narrative description of relevant experience with the provision of community release center operations or similar services to the criminal justice population;

5.8.2.2 A current copy of all required insurance, state and federal licenses, permits, and registrations including, but not limited to the following:

1. the face-sheet of the proposer's current insurance policy showing sufficient coverage as indicated in Section 6.5; and;
2. applicable state and/or federal licenses related to services provided under this RFP as applicable.

5.8.2.3 A list of all contracts, within the past five (5) years, the Proposer has provided services under that were terminated prior to original expiration date or for which the Proposer requested termination, or reached mutual agreement on termination prior to the original contracted expiration date, and all reasons for such actions. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract. If no contracts have been so terminated, the Proposer shall provide a statement to that effect.

5.8.2.4 A summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state or regulatory agency against the proposer, proposer's corporate staff, or any entity affiliated with the proposer, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the proposing entity including work as a partner, joint venture or subcontractor (Proposer shall identify the amount of any payments or fines imposed in regard to any of the foregoing).

5.8.2.5 A statement indicating whether it, its parent company, any of its corporate officers, affiliates, divisions, or subdivisions, or any facilitates, divisions, or subdivisions of its parent company is currently the subject of an investigation by a state, federal, or other government agency.

5.8.3 Business/Corporate Background

The proposer should include background information to include, at a minimum:

1. Date the business was established;
2. ownership (public company, partnership, subsidiary, etc.);
3. primary type of business and number of years conducting primary business; and
4. national accreditations, memberships in professional associations or other similar credentials.

5.9 Tab 4 – Proposed Project Staff

The proposer should include this section to demonstrate their understanding of the qualifications of corporate personnel required for administrative oversight and/or management of a project of this size and scope. This section should include information related to project staff, as follows:

5.9.1 Key Contract Staff

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

- 1) **Chief Executive Officer (or equivalent title)** – The Chief Executive Officer is the highest ranking officer in the Proposer's company or organization. The CEO shall have a minimum of one (1) year experience as a CEO of a corporation regularly engaged in the provision of community-based criminal justice substance abuse treatment services.
- 2) **Project Manager (or equivalent title)** – The Project Manager, if it's not the CEO, is the individual who will have responsibility for the administration of any contract resulting from this RFP and will directly supervise the facility director. This individual shall have a minimum of two (2) year's experience at a management level providing direct administrative oversight to programs providing residents, offenders or

inmates in the care, custody, or supervision of a federal, state, or local criminal justice system.

5.9.2 Job Descriptions, Staffing Levels and Scheduling

5.9.2.1 Job Descriptions

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

- 1) Facility Director (or equivalent title)
- 2) Assistant Facility Director (or equivalent title)
- 3) Operations/Shift Supervisor
- 4) Correctional Counselors/Operational Technicians
- 5) Substance Abuse Counselors
- 6) Substance Abuse Clinical Supervisor/Qualified Professional
- 7) Employment Specialist
- 8) Academic Teacher/Instructor
- 9) Certified Correctional Officers
- 10) Electronic Monitoring Case Manager
- 11) Any other position(s) providing clinical services

5.9.2.2 Staffing Levels and Scheduling

- 1) Provide a list of all Position Titles in the organization that will provide any administrative oversight, support or direct service under any contract resulting from this RFP. This Position Title list should reflect the number of staff with that title who will be providing those services and specify whether it is an on-site position or an administrative oversight position.
- 2) Provide a detailed monthly master program schedule which reflects all programmatic activities that are scheduled to occur each day of the week, seven days a week. This schedule should reflect the time the activities are scheduled to occur.
- 3) Provide a detailed monthly staffing schedule which reflects the number of staff and the position titles of the individuals who will be working each identified shift, seven days a week, twenty-four hours a day.
- 4) Provide a detailed written "back-up" plan for filling staff absences and vacancies.
- 5) Provide prior history of staff retention and what incentives and benefits are provided to retain staff.
- 6) Provide a written plan to recruit, hire and train staff for this project, which reflects an understanding of the Department's role in approving an individual for work under any contract resulting from this RFP.

5.9.3 Organizational Structure

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

5.10 Tab 5 – Technical Proposal/Service Delivery Narrative

The Proposer should provide a narrative Technical Response identifying how the Proposer will meet the Scope of Services of this RFP. The response should fully describe the Proposer's methodology for meeting the Department's requirements for service delivery outlined in Section 3 and Section 4, specifically addressing each component of providing a Community Release Center. The Technical Response should be prepared in such a manner that it will be understandable to individuals on a programmatic and management level.

5.11 Review and Evaluation Process

Following the opening, the Department will conduct a review of Mandatory Requirements/Fatal Criteria (Tab 1) as a pass or fail. If the proposal passes, the response will then be evaluated and scored. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each proposal. Evaluation criteria will be used by the Evaluation Team to designate the point value assigned to each proposal, see Attachment IV. Each evaluator's score will be averaged with the scores of the other evaluator's to determine the final score. The proposer with the highest average score will be awarded.

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 response not submitted in the manner specified by the solicitation documents.

5.12 Disclosure of Response Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Proposer or its agents. All replies shall become the property of the Department and shall not be returned to the Proposer. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a bid shall not affect this right.

5.13 Disposal

All bids become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

5.14 Rules for Withdrawal

A submission may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the Proposer, within seventy-two (72) hours after the bid submission date indicated in the Timeline. Any submitted response shall remain a valid bid for three hundred and sixty five (365) days after the opening date.

5.15 Rejection of Proposals

The Department shall also reject any or all proposals containing material deviations. In determining whether a proposal contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in Section 3.

In addition, the Department reserves the right to reject all proposals to this RFP.

5.16 Proposers' Site Visit/Conference

5.16.1 Proposers' Site Visit (Mandatory)

All interested bidders shall attend a mandatory site visit to become familiar with the facility and any conditions that relate to the service to be provided. The location address of the site visit is listed in the Timeline. **Failure to attend the mandatory site visit will result in the Proposer being deemed non-responsive.** The Department has set a specific date, time and location for the site visit according to the schedule provided in the Timeline. The Department will not allow visits for individual proposers at any other time. All attendees must forgo a background check, prior to the mandatory site visit. In order to conduct these background checks, the potential proposer(s) must **send an email** to DC-WorkRelease@mail.dc.state.fl.us at **least five (5) business days prior to the site visit** and furnish the following information for all attendees: **Site(s) attending, attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number.**

All Department security procedures shall apply.

Persons present as attendees must be the same individuals for whom information was provided and must be approved by the Department prior to the site visit(s). For security reasons, admittance of any bidder not previously approved is at the sole discretion of the CRC's Parent Institution. Proposers who did not seek prior approval may be denied access. Attendees must present photo identification at the site.

The Department will accept verbal questions from potential Proposers. The Department will make a reasonable effort to provide answers during this event. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response **ONLY** to those verbal questions **subsequently submitted in writing** in accordance with Section 5.1 Proposer Inquiries. This written response will be provided to all prospective Proposers via posting on the VBS as an addendum to the RFP and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions shall not be binding upon the Department.**

5.16.2 Proposers' Conference

The Department will conduct a Non-Mandatory Proposers' conference on the date, time and location specified in the Timeline. Attendance at the Proposers' conference is *not* mandatory, *but is highly recommended*.

The purpose of the conference is to discuss the contents of this RFP and accept verbal questions from potential Proposers. The Department will make a reasonable effort to provide answers during this event. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response **ONLY** to those verbal questions **subsequently submitted in writing** in accordance with Section 5.1 Proposer Inquiries. This written response will be provided to all prospective Proposers via posting on the VBS as an addendum to the RFP and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions shall not be binding upon the Department.**

Proposers may choose to call-in for the proposer's conference instead of physically attending. The conference call number is also identified in the Timeline.

5.17 Addenda

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

5.18 Discussions

The Proposer shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department's Procurement Manager may be considered a duly authorized expression on behalf of the State. Additionally, only written communications from Proposers are recognized as duly authorized expressions on behalf of the Proposer. Any discussion by a Proposer with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said Proposer's response.

5.19 No Prior Involvement and Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a Proposer who responds to a request for information from being eligible to contract with an agency."

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on the Certification/Attestation Form, Attachment I.

The Proposer shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Proposer. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

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

5.20 State Licensing Requirements

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

5.21 MyFloridaMarketPlace (MFMP) Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors Those lacking internet access may request assistance from MyFlorida MarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, FL 32399.

5.22 Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.

5.23 Unauthorized Employment of Alien Workers

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

5.24 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Proposer submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Proposer shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Proposer fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Proposer in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for

disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

5.25 E-Verify

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Proposers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

5.26 Vendor Substitute W-9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms can be located at the same website once a registration has been completed. Answers to frequently asked questions related to this requirement are found at: <https://flvendor.myfloridacfo.com>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.com

5.27 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated quarterly. This list is created pursuant to section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

SECTION 6.0 SPECIAL CONDITIONS

The following Special Conditions shall take precedence over Section 2.0 General Contract Conditions PUR1000 unless a statutorily required provision in the PUR 1000 supersedes:

6.1 Identical Tie Proposals

When evaluating proposer responses to solicitations where there is identical pricing or scoring from multiple proposers, the department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

6.2 Verbal Instructions Procedure

The Proposer shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department of Corrections' Purchasing Office may be considered as a duly authorized expression on behalf of the State. Additionally, only written communications from Proposers in writing are recognized as duly authorized expressions on behalf of the Proposer.

6.3 State Initiatives

6.3.1 Diversity in Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both proposers and subcontractors in this solicitation.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Diversity in Contracting documentation shall be submitted to the Contract Administrator if applicable, and should identify any participation by diverse proposers and suppliers as prime vendors, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number (FEIN) of each minority/service-disabled veteran vendor utilized during the period, commodities and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of the resulting contract.

6.3.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the successful Proposer shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 403.7065, Florida Statutes. The successful Proposer shall also provide a plan, if applicable, for reducing and or handling of any hazardous waste generated by successful Proposer's company. Reference Rule 62-730.160, Florida Administrative Code (F.A.C.). It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of successful Proposer's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

6.4 Subcontracts

The successful Proposer is fully responsible for all work performed under the contract resulting from this RFP. No subcontract, which the successful Proposer enters into with respect to performance of any of its functions under the contract, shall in any way relieve the

successful Proposer of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other contract requirements. All payments to subcontractors shall be made by the successful Proposer.

If a subcontractor is utilized by the successful Proposer, the successful Proposer shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the successful Proposer shall be solely liable to the subcontractor for all expenses and liabilities under the contract resulting from this RFP. Failure by the successful Proposer to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the successful Proposer to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

6.5 Insurance

This Invitation to Bid Special Condition takes precedence over General Conditions #35 in PUR 1000 (if applicable).

The successful Proposer shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the successful Proposer and the Department under the Contract resulting from this RFP. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additional named insured on the successful Proposer's insurance related to the Contract. Upon the execution of the Contract resulting from this RFP, the successful Proposer shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

6.6 Copyrights, Right to Data, Patents and Royalties

Where activities produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to the resulting contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the successful Proposer. All computer programs and other documentation produced as part of the resulting contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, Florida Statutes, and may not be copied or removed by any employee of the successful Proposer without express written permission of the Department.

The successful Proposer, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the successful Proposer. The successful Proposer has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the successful Proposer or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the successful Proposer full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the successful Proposer may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the successful Proposer upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the successful Proposer uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the resulting contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

6.7 Independent Contractor Status

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

6.8 Assignment

The successful Proposer shall not assign its responsibilities or interests to another party without prior written approval of the Department. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations to another governmental agency of the State of Florida upon giving written notice to the successful Proposer.

6.9 Severability

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

6.10 Use of Funds for Lobbying Prohibited

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

6.11 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is served by the Department, either directly or indirectly, through these services.

6.12 Convicted Felons

No personnel assigned may be a convicted felon or have relatives either confined by, or under supervision of, the Department, unless an exception is granted.

6.13 Taxes

The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. Tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by proposers who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192, F.S.

6.14 Safety Standards

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

6.15 American with Disabilities Act

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

6.16 Employment of Department Personnel

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

6.17 Legal Requirements

Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or

otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

6.18 Conflict of Law and Controlling Provisions

Any contract resulting from this RFP, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

6.19 Prison Rape Elimination Act (PREA)

The successful Proposer will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The successful Proposer will also comply with all Department policies and procedures that relate to PREA.

6.20 Contract Modifications

Unless otherwise stated herein, modifications to the provisions of the resulting contract shall be valid only through execution of a formal contract amendment.

6.21 Termination

This Invitation to Bid Special Condition takes precedence over General Condition #22 and #23 in PUR1000.

6.21.1 Termination at Will

The Contract resulting from this RFP may be terminated by the Department upon no less than thirty (30) calendar days' notice and by the Contractor upon no less than one hundred twenty (120) days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

6.21.2 Termination Because of Lack of Funds

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

6.21.3 Termination for Cause

If a breach of the Contract resulting from this solicitation occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this solicitation upon twenty-four (24) hours notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

6.21.4 Termination for Unauthorized Employment

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

6.21.5 Effect of Termination

At the end of the term of the contract resulting from this solicitation, the Contractor shall be provided thirty (30) days to remove its furnishings, fixtures and equipment, all at the Contractor's expense.

6.22 Retention of Records

The successful Proposer agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of five (5) years. The successful Proposer shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the successful Proposer at the address listed on the Acknowledgement Form, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Vendor at the Vendor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period.

The Vendor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

**ATTACHMENT I
CERTIFICATION/ATTESTATION FORM**

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

Dated this _____ day of _____ 20__.

Name of Organization: _____

Signed by: _____

Title: _____

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

Subscribed and sworn before me this _____ day of _____ 20__.

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT II
BUSINESS REFERENCE FORM
DC-RFP-14-045**

Name of Proposer: _____

Proposers are required to submit with the proposal, contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will make only two attempts to contact each entity. The Department's determination is not subject to review or challenge.

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Signature of Authorized Representative

**ATTACHMENT III
REFERENCE QUESTIONNAIRE
DC-RFP-14-045**

This form will be completed by the Department utilizing the information provided on Attachment II.

THIS BUSINESS/CORPORATE REFERENCE IS FOR: _____

NAME OF PERSON PROVIDING REFERENCE: _____

TITLE OF PERSON PROVIDING REFERENCE: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL ADDRESS: _____

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

vendor-operated community-based criminal justice re-entry community release center programs including substance abuse, education, employment and other transitional components.

2. A. If a Customer, please specifically describe the **primary type** of substance abuse, education, employment and other transitional services this entity provided to you.

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

- C. What was the estimated population of clients served?

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

4. Can you identify the **number of years** that this entity has provided substance abuse, education, employment and other transitional services? Please provide dates to the best of your knowledge.

5. To your knowledge, did this entity perform or provide complete substance abuse, education, employment and other transitional services, or was any portion of the services subcontracted out?

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

VERIFIED BY: _____

Name of Authorized Representative

Title

Signature

Date

RFP Section Reference	ATTACHMENT IV EVALUATION CRITERIA	Total Possible Points	Points Awarded
Business/Corporate Experience and Qualifications (Possible 200 points)			
5.8.1 – 5.8.3 5.10	To what extent does the Proposer’s corporate qualifications and past experience demonstrate they have the required three (3) years business/corporate experience within the last five (5) years relevant to the care, custody, and supervision for inmates and a sufficient ability perform under a contract resulting from this RFP?	50	
5.8.1 – 5.8.3 5.10	How extensive and relevant is the Proposer’s experience in serving this type of population in a criminal justice setting, including an estimated total population served annually and demographics of that population?	30	
5.8.1 – 5.8.3 5.10	To what extent does the Proposer demonstrate stability in providing contractual services similar to those sought in the RFP, including an explanation if they intend to use subcontracts for the provision of some of the services?	25	
5.8.1 – 5.8.3 5.10	How substantial is the Proposer’s utilization of community networks, partnerships or resources and how is it used in meeting the needs of the referred population?	25	
5.8.1 – 5.8.3 5.10	How extensive is the Proposer’s contracting and audit report experience?	20	
5.8.1 – 5.8.3 5.10	How extensive is the Proposer’s history of agency investigations, sanctions, terminated contracts, imposition of fines, and/or liquidated damages in other contracts?	20	
5.8.1 – 5.8.3 5.10	How well does the Proposer demonstrate their operational programmatic experience?	30	
Subtotal			
Project Staff (Possible 300 points)			
All of Section 4.22	How well does the Proposer demonstrate their understanding of the qualifications of personnel required for oversight and/or management and operation of a project of this size and scope as described in this RFP?	50	
5.9.1.1 a. and b.	To what extent do the resumes submitted for the Chief Executive Officer (or equivalent title) and the Project Manager (or equivalent title) clearly demonstrates employment history the required education/experience, and job duties appropriate for the position?	15	

4.22.3.1 5.9.2.1	To what extent does the Job Description submitted for the Facility Director clearly demonstrate the required education/experience, and job duties appropriate for the position?	20	
4.22.3.2 5.9.21	To what extent does the Job Description submitted for the Assistant Facility Director clearly demonstrate the required education/experience, and job duties appropriate for the position?	15	
4.22.3.3 5.9.2.1	To what extent does the Job Description submitted for the Operations/Shift Supervisor clearly demonstrate the required education/experience, and job duties appropriate for the position?	15	
4.22.3.4 5.9.2.1	To what extent does the Job Description submitted for the Correctional Counselors/Operational Technician(s) clearly demonstrate the required education/experience, and job duties appropriate for the position?	15	
4.22.3.5 5.9.2.1	To what extent does the Job Description submitted for the Substance Abuse Counselor clearly demonstrate the required education/experience, and job duties appropriate for the position?	15	
4.22.3.6 5.9.2.1	To what extent does the Job Description submitted for the Clinical Supervisor/Qualified Professional clearly demonstrate the required education/experience, and job duties appropriate for the position?	20	
4.22.3.7 5.9.2.1	To what extent does the Job Description submitted for the Employment Specialist clearly demonstrate the required education/experience, and job duties appropriate for the position?	15	
4.22.3.8 5.9.2.1	To what extent does the Job Description submitted for the Academic Teacher clearly demonstrate the required education/experience, and job duties appropriate for the position?	15	
4.22.3.9 5.9.2.1	To what extent does the Job Description submitted for the “Certified” Correctional Officers clearly demonstrate the required education/experience, and job duties appropriate for the position?	15	
4.22.3.10 5.9.2.1	To what extent does the Job Description submitted for the Electronic Monitoring Case Manager clearly demonstrate the required education/experience, and job duties appropriate for the position?	15	
5.9.2.1	To what extent does the Job Description submitted for any other positions providing clinical services clearly demonstrate the required education/experience, and job duties appropriate for the position(s)?	5	
4.22.4 5.9.3	How adequate is the Proposer’s list of all positions in the organization that will provide services under a resulting contract and does the list reflect the	10	

	number of staff and their titles?		
4.22.4 5.9.2.2.2)	How adequate is the Proposer’s detailed monthly master program schedule?	15	
4.22.4 5.9.2.3)	How adequate is the Proposer’s detailed monthly staffing schedule?	15	
4.22.4 5.9.2.2.4)	How comprehensive and attainable is the proposed back-up Plan for filling staff absences and vacancies?	15	
4.22.4 5.9.2.2.6)	To what extent does the proposed plan demonstrate the ability to recruit, hire, and train project staff?	15	
Subtotal			
Technical Proposal/Service Delivery Narrative (Possible 400 points)			
4.6.2 4.6.3 4.6.5	How adequate, comprehensive and achievable is the Proposer’s plan for maintaining the facility, including, but not limited to, all appliances, equipment, grounds, furniture, bed, mattresses, building structure and vehicles?	15	
4.6.6	How adequate is the Proposer’s emergency operations procedure description, including facility evacuation, clear direction to program staff, and guidelines for communication and coordination with Department staff during emergency events?	10	
4.4	How thorough is the Proposer’s written understanding of the relationship they will have with the Parent Institution?	15	
4.15.6 4.16 4.19	How thorough is the Proposer’s written understanding of how facility intake will be conducted, including providing orientation, development of a personalized program plan, setting up a case file and health record files, confidentiality and the daily log of activities?	15	
4.6.7	How specific is the Proposer’s detailed written description and understanding regarding information technology software, including any fees associated with the same?	15	
4.21	How well does the Proposer’s approach describe its’ delivery of Substance Abuse Programming, including Level 1 Prevention Services, Outpatient Counseling Services and Outpatient Aftercare Services?	15	
4.21.6	How adequately does the Proposer’s approach show the ability to implement the Thinking for Change program and other substance abuse modules?	10	
4.21.7	How adequate is the Proposer’s written approach and ability to implement appropriate educational programming?	15	

4.21.1	How adequate and realistic is the Proposer's plan to provide employment/transition services to inmates including job placement, job retention, job changes and/or advancement?	15	
4.21.6	How extensive is the Proposer's description of Re-Entry Programming including but not limited to 100 Hour Transition Course, life skills classes and budgeting skills?	5	
4.14.7	How sufficient and realistic is the Proposer's written description of how they will provide canteen or commissary services to the inmates?	10	
4.21.2	How comprehensive is the Proposer's approach to providing a quality assurance program which ensures the use of a continuous quality improvement processes and evidenced based practices?	5	
4.21.5	How adequate is the Proposer's plan for clinical supervision including how the minimum requirements will be met?	15	
4.9	How comprehensive is the Proposer's description of how they will provide meals?	10	
4.8.7 4.8.12 4.8.13	How thorough is the Proposer's approach to meeting the requirements of inmates supervising inmates, fund raising by inmates, and inmate mail?	10	
4.8.5 4.8.6	How thorough and realistic is the Proposer's description of how furloughs will be issued, monitored (including the procedure for sign in/sign out), how furlough sponsors will be obtained, and how furloughs will be incorporated into the treatment regime?	15	
4.7.9	How adequate is the Proposer's plan to implement a Visitors' Procedure in accordance with Department guidelines and how well does it describe how they will provide activities that will be available for children and family interaction during visitation?	10	
4.18	How comprehensive is the Proposer's plan to handle inmate releases, including gratuities/transportation cost, inmate termination from the CRC and inmate deaths?	10	
4.8.2 4.8.4 4.8.9 4.8.10	How adequate is the Proposer's approach to addressing and understanding how searches will be conducted, documented and how contraband will be handled, including the Proposer's procedures for inmate movement, count and escapes?	15	
4.8.1	How well does the Proposer's plan show its ability to provide adequate and appropriate security equipment, the training of staff in usage of equipment, when and how it should be used, and the proper control and inventory of equipment?	15	
4.8.3	How adequately does the Proposer's plan describe the reporting of incident reports, including how they are handled, timeframes involved, what reports	10	

	are to be made to and to whom should they be reported to?		
4.15	How adequately does the Proposer describe its understanding of managing inmate trust fund accounts and the requirements for such?	10	
4.15.6 4.19.3	How well does the Proposer’s plan describe its ability to assist the inmate in developing a Budget Plan, (a subsection of the Personalized Program Plan) including the different types of deductions that may be required?	10	
4.10	How adequate and detailed is the Proposer’s understanding of their responsibilities for providing health care services and medication management?	10	
4.8.14	How adequate and detailed is the Proposer’s description of their responsibility protocol ensuring that all inmates assigned to work release wear electronic monitoring equipment and bracelets?	30	
4.13	How adequate is the Proposer’s plan regarding their responsibility for transportation of inmates, including any costs, and how well do they describe how they will accomplish these responsibilities?	10	
4.4 4.14	How sufficient is the Proposer’s approach for providing limited classification services, including coordination with the Department’s parent institution regarding Inmate Requests, Inmate Grievances, Disciplinary Reporting, Release Plans, and Gain time?	10	
4.23 4.26	How detailed is the Proposer’s understanding of the rules staff must abide by including how staff will be oriented to these requirements?	10	
4.21	How well does the Proposer provide evidence of a comprehensive understanding of requirements regarding program records, clinical files and documentation that must be kept, as well as how confidentiality of clinical records will be maintained?	10	
4.29	How comprehensive is the Proposer’s approach to meeting all reporting requirements and the methodology for complying with each of these requirements?	20	
4.30	How realistic is their approach to monitoring progress in meeting the performance measures as well as their understanding the consequences of liquidated damages in the event that the performance measures cannot be met?	15	
4.21.9	How beneficial to the program are the value added services or items that the Proposer is offering the Department in addition to the minimum service requirements and specifications of the RFP and does the Proposer indicate an understanding of the fact that value added services are at no cost to the Department?	10	

	Cost Proposal (Possible 100 Points)		
	<p>The Cost Proposal with the lowest verified total weighted price will be awarded one hundred (100) points. All other price responses will receive points according to the following formula:</p> <p>Cost Factor=$a/n \times (b) = c$</p> <p>Where:</p> <p>a- Lowest proposed total cost n- Proposed total cost for Proposer under review b- Number of total points awarded for lowest proposal c- Score awarded to next lowest total cost</p> <p><u>Example Only:</u></p> <p>\$30.00(a) \$40.00(n) x 55(b) points available = 41.25(c) points awarded</p>	100	
	GRAND TOTAL: Possible 1000 Points		

ATTACHMENT V
BUSINESS ASSOCIATE AGREEMENT FOR HIPAA

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

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

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

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

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

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

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

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

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

1. **Definitions**

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

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.

- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
- (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
 - (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.
- C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.
- Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.
- D. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected

Health Information by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

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

Contractor will without unreasonable delay, but no later than seventy-two (72) hours after discovery of a Breach, send the above report to the Department.

Such report shall identify each individual whose protected health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during any Breach pursuant to 42 U.S.C.A. § 17932(b). Such report will:

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
- 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.
- 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.
- 4) Identify what has been or will be done to mitigate the effects of the Breach; and
- 5) Provide any other information, including further written reports, as the Department may request.

- E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).
- F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or

indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.

- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to offenders under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.
- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.

- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.
- C. **Effect of Termination**
- (1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.
 - (2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.
6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.
7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys’ fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any subcontractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.
8. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

**ATTACHMENT VI
FINANCIAL AND COMPLIANCE AUDITS
SPECIAL AUDIT REQUIREMENTS
DC-RFP-14-045**

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Contract indicates Federal resources awarded through the Department of Corrections by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Department of Corrections. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Contractor resources obtained from other than Federal entities).
6. The Contractor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://www.myfloridacfo.com/aadir/cm0/cm949520.htm>.

PART II: STATE FUNDED

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

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

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

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

REPORT SUBMISSION

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

A. The Department of Corrections at the following addresses:

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

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised. 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Contractor shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Corrections at each of the following addresses:

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

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

- A. The Department of Corrections at the following addresses:

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

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

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

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

RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

Total Award	
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For each program identified above, the Contractor shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) at <http://www.myfloridacfo.com/aadir/cm0/cm949520.htm> and/or the Florida Catalog of State Financial Assistance (CSFA) <https://apps.fldfs.com/fsaa/catalog.aspx>. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the Contractor is clearly indicated in the Contract.

* This amount is an estimate of the funding amount and subject to change.

**ATTACHMENT VII
COST PROPOSAL SHEET
DC-RFP-14-045**

1	* PER DIEM RATE PER OCCUPIED BED, PER DAY (UNIT PRICE):	\$

***Per Diem cost is inclusive of supervision, housing, food (three meals a day), electricity, local phone access, and all program services.** (not including subsistence fee or supplemental fee).

NOTE:

The per diem rate shall not exceed \$21.00 per day, per bed.

The proposed per diem rate shall be for the fixed number of allocated beds for which a proposal has been submitted as outlined in Section 3.0 of this RFP.

Name of Authorized Representative

Business/Corporation Name

Signature of Authorized Representative

Date

ATTACHMENT VIII
CONTRACTUAL MONTHLY PERFORMANCES ATTESTATION STATEMENT

FOR THE MONTH AND YEAR OF: _____

This form is to attest that facility number_____, Facility Name_____, is in compliance with the following contractual standards as required for Contract #C_____:

Please initial next to each item that you are willing to attest to for the month. If there is an item that you are unwilling to attest to for the month, please provide the item title and specific detailed rationale for your inability to attest to compliance of the standard for the month.

WORK RELEASE OPERATIONS MONITORING MEASURES:

1. **Inmate Whereabouts:** _____ **Initial**

For this month, the whereabouts of all inmates assigned to the Community Release Center have been accounted for at all times through documentation in the Work Release Inmate Monitoring System (WRIMS). This includes inmates either on-site or away from the Center, including during furloughs, employment assignments and any other absences from the Center.

2. **Job Checks:** _____ **Initial**

For this month, all employed inmates have had a minimum of three (3) job checks with the inmates' primary Supervisor. Two of the job checks may be telephonic and at least one has been in person. All job checks, for every employed inmate, have been entered in WRIMS.

3. **Inmate Employment:** _____ **Initial**

For this month, seventy-five percent (75%) or more of the work eligible inmates were employed on any given day of the month.

4. **Monetary Obligations/Savings:** _____ **Initial**

For this month, all employed inmates have had a minimum of ten percent (10%) of their monthly net income deducted and retained in a trust account to be provided to them upon release. This requirement is reflected on their Personalized Program Plan (PPP) and evidenced in their account history.

5. **Monetary Obligations/Family Assistance:** _____ **Initial**

For this month, all employed inmates who have dependants, have had a minimum of 10% of their monthly net income disbursed in accordance with their Family Dependent Deductions as noted on their PPP and evidenced in their account history.

ELECTRONIC MONITORING MEASURES:

6. Security: _____ **Initial**

For this month, the contractor has reviewed the location data (tracking points) of all inmates on electronic monitoring to confirm compliances with the department rules and regulations, zones, and curfews by comparing the tracking points daily with the inmates approved daily schedule.

7. Staffing: _____ **Initial**

For this month, the contractor has provided the minimum number of Electronic Monitoring Case Manager position(s) deemed necessary to ensure dedicated monitoring of electronic monitoring equipment worn by inmates when outside their sleeping quarters and to ensure compliance with protocol of the device, rules and regulations. When a minimum of ninety-five (95) percent of the inmate population assigned to electronic monitoring equipment were scheduled to be in their sleeping quarters, control room staff were responsible for responding to and monitoring to ensure compliance.

8. Case Management/Security: _____ **Initial**

For this month, the contractor investigated, resolved alarm notification, and documented action(s) taken in their electronic monitoring application.

9. Orientation: _____ **Initial**

For this month, the contractor installed and activated electronic monitoring equipment on inmates assigned to center work assignment and community work release within twenty-four (24) hours of their admittance into the community release center.

10. Case Management/Security: _____ **Initial**

For this month, the contractor visually and physically inspected electronic monitoring equipment weekly, to ensure it is sized appropriately and had not been tampered with or otherwise altered. This action has been documented in the vendor's electronic monitoring application or WRIMS.

11. Plant-Equipment: _____ **Initial**

For this month, the contractor assures inventoried electronic monitoring equipment was stored in a locked area and a written inventory of the equipment is accurately maintained.

12. Case Management:

____ **Initial**

For this month, the contractor developed, input, and updated schedules in the vendor’s electronic monitoring application that incorporated adequate time allowances for the inmate’s travel to and from approved scheduled activities away from the community release center.

ATTESTATION:

I, _____ Print name _____, Facility Director, attest through my initials on each contract compliance item above (1-12) that the statement is true and can be substantiated by on-site, WRIMS, or the electronic monitoring application documentation. Any item I could not attest to, has a detailed explanation noted below.

Explanation(s) for any item not attested to:

***My signature below, attests that all information on this document is true and accurate.** I understand my inability to attest to any item may require a corrective action plan. I further understand that if any Department audit reveals I have misrepresented the truth on this document, this contract is subject to breach and/or termination. I also understand that failure to complete this form and submit it with the monthly invoice will result in the imposition of liquidated damages as outlined in the contract.

Signature

Date