



SEVENTH JUDICIAL CIRCUIT OF FLORIDA

**RESIDENTIAL ADDICTIONS TREATMENT SERVICES FOR
THE VOLUSIA COUNTY DRUG COURT EXPANSION PROJECT**

**INVITATION TO NEGOTIATE (ITN)
ITN # 07-20-001**

**Invitation to Negotiate (ITN)
Provision of Residential Treatment Services
Seventh Judicial Circuit Court of Florida**

**Submission deadline: September 11, 2020 at 5:00 p.m. EST
Pre-proposal conference: August 26, 2020 at 2:00 p.m., EST via ZOOM**

**PROVIDE RESIDENTIAL ADDICTIONS TREATMENT SERVICES FOR
THE SEVENTH JUDICIAL CIRCUIT COURT OF FLORIDA**

INVITATION TO NEGOTIATE 07-20-001

SPECIFICATIONS

1. BACKGROUND

The National Association of Drug Court Professionals (NADCP) tells us: “For over two decades, Drug Courts have led the charge towards a more humane, cost effective justice system.” Research demonstrates that Drug Courts provide a highly effective alternative to incarceration for individuals whose involvement in the criminal justice system is rooted in serious addiction to drugs and alcohol. By keeping drug-addicted offenders out of jail and in treatment, Drug Courts have proven to reduce drug abuse and crime while saving money.

The scientific community has put Drug Courts under a microscope and concluded that Drug Courts work, better than jail or prison, and better than probation and treatment alone. Drug Courts significantly reduce drug use and crime and are more cost-effective than any other proven criminal justice strategy.”

The first drug court started in Miami in 1989. The Volusia County Drug Court began in 1997. There are approximately 3,000 operational drug court programs in the United States today. Since 2010, the Volusia County Drug Court has been one of ten programs in Florida that has participated in the post-adjudicatory drug court expansion project designed to provide addictions treatment in drug court for offenders who would have otherwise been sentenced to prison. Locally, this segment of the Volusia County Drug Court is known as the Substance Treatment over Prison (STOP) project.

Eighty-six thousand dollars (\$86,000) has been allocated to STOP for residential treatment services. Future funding for these services is likely; albeit contingent upon future legislative authorization.

2. PURPOSE

The purpose of this Invitation to Negotiate (ITN) is to solicit proposals in accordance with established purchasing procedures and select the most highly qualified firm to provide residential addictions treatment services for drug court participants in STOP. The Court also utilizes residential treatment providers that are funded by other means. Inasmuch as there is a greater demand for these services than are currently available, the court intends to establish a contractual relationship with a qualified provider of residential treatment services. Proposers are asked to submit proposals for the provision of residential treatment services. This ITN is for the provision of contractual services mentioned herein. It is anticipated that the contract resulting from this ITN will involve payment for residential treatment services based on a unit cost for each day a residential treatment bed is occupied by a STOP participant.

Submittals will be reviewed and evaluated as to qualifications to perform the services required by an Evaluation Committee of County and State Court System staff, which will make a recommendation for award to the Trial Court Administrator.

It is anticipated that one firm will be selected to provide the necessary services for an Agreement period of three (3) years. Three subsequent one-year renewals may be permissible by mutual written agreement and approval of the Trial Court Administrator.

3. INQUIRIES/SCHEDULE

- a. Any questions or requests for additional information regarding this ITN must be in writing, directed to the person designated, and received no later than 5:00 p.m., EST on September 11, 2020.

Shirley Olson
Director of Court Services
Volusia County Courthouse
101 N. Alabama Avenue, Suite B253
DeLand, FL 32724
Email: solson@circuit7.org

- b. Any clarification or additional information that may substantially affect the outcome of this ITN will be provided in the form of a written addendum. If necessary, said written addendum will be issued by Court Administration and posted on the Court's website (www.circuit7.org). Unless issued in writing by Court Administration, nothing said or done will be considered binding upon this ITN.

Schedule of Events

Listed below are the dates and times by which stated actions must be taken or completed. If Court Administration determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this Proposal. All listed times are Eastern Time.

Advertisement of ITN	August 10, 2020
Pre-proposal Conference	August 26, 2020 at 2:00 p.m., EST
ITN Submission Deadline	September 11, 2020 at 5:00 p.m., EST
Advertisement of Proposer(s)	September 18, 2020

Attendance at the Pre-proposal conference is not mandatory. However, any questions regarding the ITN must be submitted by 12:00 p.m., August 27, 2020. Answers to Pre-proposal Conference questions and those submitted by 12:00 p.m. August 27, 2020 will be posted on the Seventh Judicial Circuit's website www.circuit7.org by 5:00 p.m. August 31, 2020.

4. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be conducted via Zoom at 2:00 p.m. EST, August 26, 2020. Zoom can be accessed at www.zoom.us. The meeting ID number is 934 208 2549. All interested individuals and/or firms are encouraged to attend this pre-proposal conference to review the requirements of the ITN and to ask questions, but attendance is not required for

consideration.

5. SCOPE OF WORK

- a. The awarded contractor will provide to STOP participants who are referred by the Volusia County Drug Court, level two residential treatment services as minimally defined by Rule 65D-30.007, Florida Administrative Code.
- b. The awarded contractor will provide addictions treatment services to program participants in a manner that is consistent with the following documents:
 - American Society of Addictions Medicine (ASAM) placement criteria, www.asam.org/asam-criteria/
 - Principles of Drug Abuse Treatment for Criminal Justice Populations from the National Institute of Drug Abuse, www.drugabuse.gov/publications/
 - Defining Drug Courts: The Key Components from the Bureau of Justice Assistance, www.ncjrs.gov/pdffiles1/bja/205621.pdf
 - NADCP Adult Drug Court Best Practice Standards, www.nadcp.org/standards/
 - Volusia County Drug Court Participation Agreement, www.circuit7.org
 - Volusia County Drug Court Orientation Packet for Participants, www.circuit7.org
- c. The awarded contractor will operate a residential addictions treatment facility located in or near Volusia County, FL.
- d. The awarded contractor will ensure that each counselor providing treatment services to STOP participants will have minimally graduated from an accredited school with a Bachelor's Degree in a human services discipline and no less than two years experience providing direct clinical services to adults suffering from substance abuse related disorders.
- e. The awarded contractor will have at least three (3) years of experience in treating clients with criminal justice system involvement.
- f. The awarded contractor will accept all referrals from the Volusia County Drug Court and ensure that participants receive treatment services within ten (10) days after being referred for residential addictions treatment.
- g. The awarded contractor will communicate with designated drug court team members at a high level including, specifically, the following:
 1. Progress Reports - Using the program's established one-page written progress report format (Attachment A), provide a written report each week to the drug court program for each STOP participant receiving residential treatment services, to include:
 - Frequent random drug testing results including dates and substances for which the client was tested
 - The number of individual treatment sessions, group sessions and support groups attended during the reporting period
 - A succinct narrative to describe participant's progress and the types of treatment modalities that have been provided
 - First notice of each anticipated discharge date will be noted no less than

one month in advance

2. Discharge Planning – The residential treatment counselor, receiving outpatient treatment counselor, and drug court supervision officer will conduct discharge planning two (2) weeks prior to the participants release to outpatient treatment. Additionally, the awarded contractor will establish a discharge date that meets the needs of the client and the drug court program. The intent of this provision is to coordinate discharges in a manner that enables a same day, seamless transition from residential treatment into outpatient treatment.
 3. Team Participation - Upon request, the residential treatment counselor will actively participate in drug court pre-hearings, hearings, team meetings, and steering committee meetings. The residential treatment counselor will also assure the drug court participants receiving residential treatment services will appear at drug court hearings as scheduled, usually once a month.
- h. The awarded contractor will, upon request, provide a copy of the rules that each client is expected to follow at the residential facility to the Drug Court Coordinator.
 - i. The awarded contractor will, upon request, provide a copy of a typical schedule that each client is expected to follow at the residential facility to the Drug Court Coordinator.
 - j. The awarded contractor will, upon request, provide a copy of the curriculum that the facility uses with criminally involved addicted people to the Drug Court Coordinator.
 - k. The awarded contractor will not subcontract or transfer any portion of these services without the prior expressed written consent of the Court.
 - l. The Court in no way implies or guarantees any minimum expenditure as part of the resultant contract.

6. MINIMUM QUALIFICATIONS

- a. Proposers must be licensed by the State of Florida, Department of Children and Families to provide level two residential treatment services as defined by Rule 65D-30.007, Florida Administrative Code.
- b. Proposers must operate a residential addictions treatment facility located in or near Volusia County, FL.
- c. Proposers must ensure that each counselor who will provide treatment services to STOP participants will have minimally graduated from an accredited school with a Bachelor's Degree in a human services discipline and no less than two years experience providing direct clinical services to adults suffering from substance abuse related disorders.
- d. Proposers must have three (3) years' experience in treating clients who have been involved in the criminal justice system.
- e. Proposers must agree to accept all referrals from the Volusia County Drug Court and agree to ensure that participants will receive treatment services no later than ten (10) days after

being referred for residential addictions treatment.

7. COURT/CONTRACTOR CONTRACTUAL RELATIONSHIP

- a. The Seventh Judicial Circuit Court reserves the right to award one or more contracts to provide the required services as deemed to be in its best interest. Any awarded contractor(s) shall provide the services required herein strictly under a contractual relationship and is not, nor shall be, construed to be an employee of the Court. As an independent contractor, the awarded contractor(s) shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local laws including the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The contractor(s) shall be responsible for all income taxes, FICA, and any other withholdings from its employees, or subcontractor's wages or salaries. Fringe benefits shall be the responsibility of the contractor(s) including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk management coverage, and workers and unemployment compensation.
- b. As an independent contractor, the awarded contractor(s) shall hire, compensate, supervise, and terminate members of its work force. It shall direct and control the manner in which work is performed including conditions under which individual employees will report. It shall set the hours of work for members of its work force.
- c. Office space for purposes of managing contract services or otherwise fulfilling duties pursuant to the scope of work will not be provided. Likewise, office furnishings, supplies, or other equipment will not be provided. Also, the Court will not pay for any business travel, training, or continuing education expenses on behalf of the contractor(s).
- d. Prior to commencing work the successful proposer(s) will be required to sign a written contract incorporating the specifications and terms of this Invitation to Negotiate and the response thereto. **Any contract awarded as a result of this ITN will be expected to begin on or about January 1, 2021.** Three contract renewals for additional one-year periods may be exercised upon the mutual consent of the contractor(s) and the Court. The renewal options may only be exercised if all original contract terms and conditions remain the same. Continuation of the contract that results from this ITN is contingent upon funding authorization by the State of Florida.
- e. The contractor(s) will not be exclusively bound to the Court and may provide residential treatment services to other private and public entities, provided said services do not conflict with the contractor(s) Court obligations.

8. CANCELLATION/TERMINATION

- a. The Court reserves the right to cancel the contract, and all extensions or renewals thereof, without cause by giving sixty (60) days written notice to the contractor(s) of the intention to cancel. The contract, and all extensions or renewals thereof, may be canceled for cause at any time if the contractor(s) fails to fulfill or abide by any contract term or condition. Failure of the contractor(s) to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the

contract at the sole discretion of the Court.

In addition to all other legal remedies available, the Court reserves the right to obtain from another source, without competition, any items which have not been delivered pursuant to the terms of the contract. The Court further reserves the right to impose sanctions as provided by law or within the inherent power of the Court.

Payment for contract services will be made from public funds appropriated for this purpose and will comply with the fee schedule agreed to by the parties. No additional fees will be paid. The contract may be terminated at any time if appropriated funds are no longer available. The contractor(s) must submit monthly invoices by the 10th of each month for services provided during the preceding month. All invoices must be accompanied by supporting documentation.

9. NONCOMPLIANCE

- a. A contractor will be considered in noncompliance with contract terms by failing to:
 - Accept all referrals from the Volusia County Drug Court;
 - Communicate with drug court staff as specified in the contract;
 - Fully comply with any and all conditions set forth in the contract.
- b. Penalties for noncompliance will be imposed and may include any or all of the following:
 - Reduction in the amount owed by any amount up to 100%;
 - Termination of the contract.

10. INSURANCE AND BONDS.

- a. The awarded contractor(s) may not commence any work in connection with the agreement until obtaining all required insurance. The contractor must keep all insurance policies current throughout the period of the contract and subsequent renewals thereof.
- b. All insurance policies required herein must be issued by insurers authorized and licensed to do business in the State of Florida.
- c. All insurance policies required herein must name the Seventh Judicial Circuit Court as an additional insured.
- d. The contractor(s) must immediately report in writing to the Court Administrator, any incident that might reasonably be expected to result in a claim under any of the coverage required herein.
- e. The contractor(s) must obtain and maintain insurance to cover those liabilities which are necessary to provide reasonable financial protections for the contractor(s) and the Court under any contract resulting from this ITN. This includes, but is not limited to, workers' compensation, general liability, and property damage coverage. The contractor(s) are responsible for identifying and determining the type(s) and extent of insurances needed based on the recommendations of a licensed insurance agent.

11. SUBMITTAL REQUIREMENTS

- a. Proposals must be typed on white letter-size paper and each element of the ITN must be addressed in a clear, concise manner. Each element must be labeled and indexed. Proposals must be individually bound.
- b. One (1) original, marked "ORIGINAL", and four (4) copies, each marked "COPY", are required of each proposal. Proposals must be submitted as designated herein by the advertised deadline in a sealed package clearly marked on the outside of the package:

07-20-001

**RESIDENTIAL TREATMENT FOR STOP - VOLUSIA COUNTY DRUG COURT
DUE: September 11, 2020**

Any proposal received after the advertised deadline will not be considered for award.

12. PROPOSAL CONTENT

Proposals may not exceed 25 pages in length, exclusive of required forms or attachments, and contain, at a minimum, the following information:

- a. Proposer Information:
 1. Proposer's official business name, address (both physical and mailing), telephone and fax numbers; type of business such as sole proprietorship, partnership, or corporation, including the State of incorporation;
 2. Length of time in business;
 3. Location(s) of business operations;
 4. Firm's qualifications;
 5. Qualifications and experience of corporate officer(s) and/or key personnel;
 6. Number and qualifications of residential treatment services staff;
 7. Description of support staff;
 8. Evidence of meeting qualification requirements set forth herein;
 9. Statement concerning the quality of the physical residential treatment facility;
 10. As attachments, copies of required DCF licenses, client rules / handbook, typical schedule, curriculum that is used at the residential treatment facility and firms current financial statement.
- b. Statements – Include a statement indicating an understanding of the project and the requirements thereof.
- c. Technology Plan – Include a description of how computer equipment is used in the performance of duties, including hardware, software, and backup and support services.
- d. Grievance Plan – Include a description of how complaints concerning fees, errors, tardiness, etc. against individual staff or the company are handled by the company.
- e. Quality Assurance – Include the firm's statement of commitment to quality assurance; the plan(s) for hiring, training, continuing education, and performance evaluation of employees.

- f. Conflict Disclosure – (use attached form) Include the name(s) of any employee or officer of the Seventh Judicial Circuit Court of Florida who owns, directly or indirectly, an interest of 5% or more in the firm. Also, include the name(s) of any employee, officer, or agent of the firm that has any conflict of interest associated with this project.
- g. References – Include the name, address, and telephone number of at least three (3) clients for whom similar services have been performed.
- h. Fee – Clearly state your fee. It is anticipated that the contract resulting from this ITN will involve payment for residential treatment services based on a unit cost for each day a residential treatment bed is occupied by a STOP participant. Forty-three thousand dollars (\$43,000) in funding for these services have been authorized to be used before July 1, 2021. Future funding for these services is contingent upon future authorization by the State of Florida. The Court reserves the right to negotiate any or all proposed fees prior to any agreement/award.

13. EVALUATION OF PROPOSALS

- a. A Review Committee, consisting of Court Administration staff, will evaluate all proposals. The Review Committee reserves the right to request interviews of any or all respondents as may be necessary toward a fair and equitable proposal evaluation. The Review Committee will make a recommendation for award to the Chief Judge.
- b. **Evaluation criteria will include,** but will not be exclusive of, the following:
 - Quality of submission- addressing items outlined in ITN
 - Qualifications of personnel (principals, management, counselors and staff)
 - Location of the facility- in or near Volusia County, Florida
 - Quality curriculum, client rules, client handbooks
 - Technological capabilities- electronic submission of progress reports, ability to join video conference meetings and court events
 - Proposed costs/cost per treatment day
 - References

14. GENERAL CONTRACT CONDITIONS

The intent to award will be posted at 12:00pm on September 9, 2020. All vendors will have 72 hours to file an intent to protest (excluding weekends & holidays) and then 10 days to protest (including weekend & holidays).

General Contract Conditions of the Florida State Courts System can be found at <https://www.flcourts.org/content/download/219317/1981848/General-Contract-Conditions-for-Services-5-8-15.pdf>

The terms and conditions stated therein are incorporated herein as if fully recited in this ITN.

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized representative of
(*Firm Name*) _____ whose address is

_____ ; and,
2. I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
3. Except as listed, no employee or officer of the Court owns an interest of 5% or more in the firm,

and no employee, officer, or agent of the firm has any conflict of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

4. This proposal is made without prior understanding, agreement, or connection with any other corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS: (Attach list of exceptions) (If none, so state)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR produced identification _____
(Type of Identification)

My Commission expires _____

(Printed, typed or stamped commissioned name of Notary Public)

Attachment A

Volusia County Drug Court Programs Residential Treatment Provider Report

Drug Court Office Phone Numbers: East Side: 386-239-7770; West Side 386-943-7077

Document Last Modified: June 9, 2011

Instructions: In an effort to provide the best support and accountability possible, residential treatment providers are requested to complete this form and email it to the participant's Court Supervision Officer two days prior to the participant's court hearing. Residential treatment provider representatives are encouraged to attend prehearings to verbally provide additional information as necessary. The report period starts on the date of the last drug court hearing through the date of the next one.

Client Name:		Client #	
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Recommended Incentive or Sanction: Please recommend a specific incentive or sanction to the Court such as: "A-Team", "Caught in the Act Award", "Essay on Honesty", "Support Facilities Response", "3 Days in Jail", etc.) We want to encourage desired behaviors and to discourage undesirable ones. PLEASE BE CREATIVE!

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Name of Residential Facility:			
Admission Date:		Report Period:	
Drug Court Judge / Program			
Did client attend all required treatment?		Sessions missed?	
Did this client relapse?		Detected how?	
Drug screening dates and results:			
List client's current medications:			
Current health problems:			
Is the client on Medicaid?			
Where will the client live upon discharge?			
Does client have a discharge date?		If yes, when?	
Is the client employed?		If so, where?	
Is the client attending school?		If so, where?	
Outpatient counselor's name:		Date last spoke:	

Treatment Progress and Program Compliance: Please comment on how the participant is progressing and complying in treatment. Avoid using abbreviations and do not extend the report to a second page.

Residential Counselor		Phone Number	
Case Manager		Date of Report	