



SEVENTH JUDICIAL CIRCUIT OF FLORIDA

**RESIDENTIAL ADDICTION TREATMENT SERVICES FOR THE
VOLUSIA COUNTY DRUG COURT (STOP) PROGRAM**

**REQUEST for STATEMENT OF QUALIFICATIONS (RSQ)
RSQ # 07-24-002**

Submission deadline: May 24, 2024 @ 5:00 p.m.

Pre-response conference: May 14, 2024 @ 2:00 p.m. (Zoom)

(Meeting ID: 934 208 2549 / Passcode: 3862488102)

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

REQUEST for STATEMENT OF QUALIFICATIONS # 07-24-002

SPECIFICATIONS

1. BACKGROUND

Drug Courts have been around for over 3 decades. Research continues to demonstrate that Drug Courts provide an effective alternative to incarceration for individuals whose involvement in the criminal justice system is rooted in serious addiction to drugs and/or alcohol.

The first Drug Court started in Miami in 1989. The Volusia County Drug Court began in 1997. Since 2010, the Volusia County Drug Court has been one of ten programs in Florida that has participated in the post-adjudicatory drug court STOP program designed to provide addiction 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.

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

2. PURPOSE

The purpose of this RSQ is to solicit responses in accordance with established purchasing procedures in a competitive process. The Court is seeking responses to provide residential addiction treatment services for drug court participants in STOP in the Seventh Judicial Circuit of Florida. The Court also utilizes residential treatment providers that are funded by other means. The Court intends to establish a contractual relationship with a qualified provider of residential treatment services beginning July 1, 2024. Any entity interested in providing services is welcome to submit a response to this RSQ.

3. INQUIRIES/SCHEDULE

- a. Any questions or requests for additional information regarding this RSQ must be in writing, directed to the entity designated, and received no later than 5:00 p.m. on May 17, 2024. Questions and answers will be posted on the Court's website (www.circuit7.org).

Shirley Olson
Chief Deputy Court Administrator
Seventh Judicial Circuit
101 N. Alabama Avenue, Suite B-253
DeLand, FL 32724
Email: solson@circuit7.org

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

Schedule of Events

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. All listed times are Eastern Time.

Advertisement of RSQ	April 26, 2024
Pre-response Conference	May 14, 2024 @ 2:00 p.m. (via Zoom) (Meeting ID: 934 208 2549 / Passcode: 3862488102)
Questions/Inquiries Deadline	May 17, 2024 @ 5:00 p.m.
Submission Deadline	May 24, 2024 @ 5:00 p.m.
Advertisement of Intent to Award	June 20, 2024

4. PRE-RESPONSE CONFERENCE

A pre-response conference via Zoom will be held at 2:00 p.m., May 14, 2024. All interested entities are encouraged to attend to review the RSQ requirements and ask questions, but attendance is not required for consideration.

5. SCOPE OF WORK

- a. The awarded contractor will provide level two residential treatment services as minimally defined by Rule 65D-30.007, Florida Administrative Code to STOP participants referred by the Volusia County Drug Court.
- b. The awarded contractor will provide addiction 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
 - Adult Drug Court Best Practice Standards, <https://allrise.org/publications/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 addiction treatment facility located in or within one-hundred twenty (120) miles of 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 addiction treatment.
- g. The awarded contractor will communicate with designated drug court team members regularly, including 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, consistent with Drug Court's phase structure, 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 appear, along with all drug court participants receiving residential treatment services, for court hearings as scheduled, usually once a month. The treatment counselor will be prepared to answer any questions posed by the Drug Court judge regarding the participants and their treatment.**
- 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. To be considered for an award under this RSQ, Contractor(s) submitting a response must meet the following minimum qualifications:
 - 1. Respondents 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.
 - 2. Respondents must operate a residential addiction treatment facility located in or within one-hundred twenty (120) miles of Volusia County, FL.
 - 3. Respondents 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 (2) years' experience providing direct clinical services to adults suffering from substance abuse related disorders.
 - 4. Respondents must have three (3) years' experience in treating clients who have been involved in the criminal justice system.
 - 5. Respondents 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 addiction treatment.

7. COURT/CONTRACTOR CONTRACTUAL RELATIONSHIP

All respondents submitting responses under this RSQ must be bona fide businesses offering and providing similar services to private or public entities other than the state government of Florida. Any awarded contractors will be deemed independent contractors of the Court and will not be considered employees or agents of the Court, the State Courts System, or the State of Florida.

The awarded Contractor(s) hires, compensates, supervises, and terminates members of its workforce. It directs and controls how work is performed, including conditions under which individual court reporters will report; when, where, and how court reporters will report; and the job assignments of individual court reporters. It sets the hours of work for members of its

workforce. The Court does not pay for any business travel, training, or continuing education expenses on behalf of an awarded contractor.

8. CONTRACT TERM/RENEWAL

Before commencing work, the awarded Contractor(s) must sign a written contract which will include, but is not limited to, the terms of this RSQ and the response thereto, as well as general contract terms and conditions. **Any contract awarded as a result of the RSQ will begin on or about July 1, 2024, for three (3) years through June 30, 2027.** Up to three (3) contract renewals for additional one-year periods may be exercised with the mutual consent of the Contractor(s) and the Court.

9. NONCOMPLIANCE

- a. The Contractor(s) will be considered noncompliant with contract terms by failing to:
 - Maintain qualified staff;
 - Provide services to participant within 10 days of referral;
 - Communicate with Drug Court team by attending meetings, hearings, submitting proper documentation;
 - Assuring the participants appearance at all scheduled court events, or
 - Fully comply with any and all conditions outlined in the contract.
- b. Penalties for noncompliance will be imposed and may include any or all of the following:
 - Financial consequences as outlined in the resulting contract;
 - Imposition of Court sanctions; and/or
 - Termination of the contract.

10. INSURANCE AND BONDS

During the contract term, the Contractor(s) at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, at a minimum, shall be as follows:

- a. Workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000.00 per accident, \$100,000.00 per person and \$500,000.00 policy aggregate) covering all employees engaged in any contract work;
- b. Commercial general liability coverage on an occurrence basis in the minimum amount of \$1,000,000.00 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and
- c. Automobile liability insurance covering all vehicles, owned or otherwise, used in the contract work, with minimum combined limits of \$1,000,000.00, including hired and non-owned liability and \$5,000.00 medical payment.

The Contractor(s) must require all Subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor(s) under the contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor(s) must provide, and cause each Subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor(s) and is of the essence of the contract. The contract shall not limit the types of insurance Contractor(s) may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor(s) shall not be interpreted as limiting the contractor's liability and obligations under the contract. All insurance policies shall be through insurers authorized to write policies in the State of Florida. The Contractor(s) shall have its insurance carrier note the Department as the certificate holder as provided below:

**State Courts System
500 S. Duval St.
Tallahassee, FL 32399-1900**

11. E-VERIFY REQUIREMENTS

The Contractor(s) must comply with sections 448.09 and 448.095, Florida Statutes, regarding the use of the Department of Homeland Security's (DHS) E-Verify System (<https://www.e-verify.gov/>) to verify the employment eligibility of each new employee hired, as required by 8 C.F.R s. 274a.

Before executing a Contract/Agreement, the Contractor(s) will be required to provide proof of E-Verify registration or a completed State Courts System E-Verify Registration Waiver Affidavit (Attachment B). The Contractor(s) must provide a completed State Courts System Subcontractor's Registration Affidavit or E-Verify Registration Waiver Affidavit and proof of registration for each subcontractor performing work under this contract.

Contractor(s) are cautioned that violations of these provisions by them or their subcontractor(s) may result in fines, the ineligibility to enter into, renew, or extend any contract or grant with any governmental entity of the State of Florida, the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida for up to five (5) years, placement on the State of Florida Suspended Vendors list and immediate termination of the Contract/Agreement by the Circuit pursuant to section 448.095(5)(c), Florida Statutes.

Pursuant to section 448.095(5)(c)3, Florida Statutes, the Contractor(s) are liable for any additional costs incurred by the Circuit as a result of the termination of this Contract/ Agreement for a violation of these provisions.

12. CONTRACTING WITH ENTITIES OF A FOREIGN COUNTRY OF CONCERN

Pursuant to Section 287.138, Florida Statutes, governmental entities of the State of Florida are

prohibited from entering into certain contracts with entities where a foreign country of concern, as defined in Section 287(1)(c), Florida Statutes, possesses a controlling interest in the entity. Before the execution of a Contract/Agreement, the Contractor(s) will be required to complete and submit an affidavit signed by an officer or authorized representative of the Contractor(s) under penalty of perjury that their company is not an entity the Circuit is prohibited from contracting with pursuant to Section 287.138, Florida Statutes (Attachment C).

13. SUBMITTAL REQUIREMENTS

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

**"RSQ 07-24-002, RESIDENTIAL ADDICTION TREATMENT SERVICES
FOR THE VOLUSIA COUNTY DRUG COURT STOP PROGRAM"
DUE: 5:00 p.m., Friday, May 24, 2024**

- c. Any response received after the advertised deadline will not be considered for award.

14. CONTENT

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

- a. Respondent's Information:
 1. Official business name, address (both physical and mailing), telephone number, type of business (such as partnership, limited liability company, or corporation), State of incorporation, and Federal Employer Identification Number (FEIN);
 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,
 11. 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 equipment 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 firm are handled by the firm.
- e. Quality Assurance – Include the firm’s statement of commitment to quality assurance; the firm’s capability and plan to guarantee the appearance of court reporters for proceedings; plan(s) for hiring, training, continuing education, and performance evaluation of employees.
- f. Conflict Disclosure – (Attachment B) 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 (DO NOT include judges or other staff of the Seventh Judicial Circuit Court as references).
- h. Fee Structure – (The Court reserves the right to negotiate any or all proposed fees before any agreement/award.).

Include proposed fees for residential addition treatment services based on a unit cost for each day a residential bed is occupied by a STOP participant.

15. EVALUATION OF RESPONSES

- a. A Review Committee will evaluate all responses. The Review Committee reserves the right to request interviews with the designated representative of any or all respondents as may be necessary for a fair and equitable evaluation. The Court reserves the right to award one or more contracts to provide the required services deemed in its best interest or to reject all responses.
- b. **Evaluation criteria will include**, but will not be exclusive of, the following:
 - Proposed costs
 - Availability of a sufficient number of qualified personnel
 - Qualifications of personnel (principals, reporters, support)
 - Location of the facility – located in or within one-hundred twenty (120) miles of Volusia County, Florida
 - Technological capabilities and support
 - Financial viability
 - References

Attachment A

Volusia County Drug Court Programs Residential Addiction 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	

Attachment B 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 C

E-VERIFY REGISTRATION WAIVER AFFIDAVIT

I, _____, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware of the requirement in section 448.095(5)(a), Florida Statutes, that every public employer, Contractor, and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees.

Business or Business Entity Legal Name: _____

Business or Business Entity Legal Address: _____

Business or Business Entity Taxpayer Identification Number: _____

I hereby certify that my business:

_____ Is not engaged as an “employer” who hires individuals as an “employee” to perform labor or services in exchange for a salary, wages or other remuneration requiring the completion and submission of the U.S. Citizenship and Immigrations Services Form I-9, “Employment Eligibility Verification”, does not pay employee salaries or wages, does not collect federal withholding taxes from any salaries or wages and submit them to the Internal Revenue Service, has no power to dictate or control an individual’s work duties and obligations, and does not supervise employees of subcontractors.

_____ Is located outside the United States, does not have any physical locations within the United States, and is not considered an “employer,” as described in the paragraph above.

For reasons stated above, my business or business entity is not eligible to register with and cannot use the Department of Homeland Security E-Verify System.

By signing this affidavit, I agree not to hire employees who are not authorized to be employed in the United States as defined under 8 U.S.C. s. 1324a(h)(3) at the time of employment or at any time throughout the term of employment. I further acknowledge that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status as an employer or if any employees are hired. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Sole Proprietor/Authorized Representative

Printed Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or Affirmed) and subscribed before me by means of () physical presence or () online notarization this ____ day of _____, 202____, by _____, who () is personally known to me or () produced identification. Type of Identification Produced: _____

Signature of Notary Public

Printed Name of Notary Public Administering Oath
Pursuant to section 117.10, Florida Statutes

Attachment D

CONTRACTOR'S COUNTRIES OF CONCERN AFFIDAVIT

I, _____, am an officer or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware that, pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with foreign countries of concern.

Business or Business Entity Legal Name: _____

Business or Business Entity Legal Address: _____

Business or Business Entity Taxpayer Identification Number: _____

I hereby certify under penalty of perjury that:

- My business entity is not owned by a foreign country of concern, as defined by section 287.138(1)(c), Florida Statutes.
- No foreign country of concern has a controlling interest in my business entity, as defined by section 287.138(1)(a), Florida Statutes.
- My business entity is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138(2)(c), Florida Statutes.

I have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of section 287.138, Florida Statutes, may result in civil penalties, prohibitions against doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

By signing this affidavit, I agree that I will notify the Contract Manager within ten (10) calendar days of any change in my business entity status that would make any statement made on this affidavit untrue. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Sole Proprietor/Authorized Representative

Printed Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or Affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____, 202____, by _____, who is personally known to me or produced identification. Type of Identification Produced: _____

Signature of Notary Public

Printed Name of Notary Public Administering Oath
Pursuant to section 117.10, Florida Statutes