



Leon County Government

Office of Intervention and Detention Alternatives

Application Packet

for

Court-Ordered Services:

(Anger Management, Victim Awareness, Victim Impact Panel, Anti-Theft, Consequences of Writing Worthless Checks, Batterer's Intervention, DUI School, DWLS, and/or Vehicle Immobilization)

Questions regarding the application process may be addressed by contacting the Office of Intervention and Detention Alternatives at 850.606.5600 and requesting to speak with the Intervention and Detention Coordinator or Probation Supervisor. Inquires may also be submitted via e-mail to HaneyC@leoncountyfl.gov or WashingtonA@leoncountyfl.gov.

Table of Contents

| | | |
|-----------|--|----|
| Section 1 | INTRODUCTION | 3 |
| Section 2 | GENERAL INSTRUCTIONS | 3 |
| Section 3 | SCOPE OF SERVICES | 6 |
| A. | SERVICE PROVIDER ADMINISTRATION | 6 |
| B. | PROVIDER SERVICE CATEGORIES | 7 |
| 1) | Anger Management | 7 |
| 2) | Victim Awareness Classes | 8 |
| 3) | Victim Impact Panel | 8 |
| 4) | Anti-Theft Classes | 9 |
| 5) | Consequences of Writing Worthless Checks Classes | 10 |
| 6) | Batterer’s Intervention Classes | 10 |
| 7) | Driving Under the Influence (DUI) Class | 11 |
| 8) | Vehicle Immobilization Services | 12 |
| C. | CRITERIA FOR CLASSES | 12 |
| D. | RECORDS AND REPORTING | 13 |
| E. | REVIEW CRITERIA | 14 |
| F. | APPLICATION REVIEW PROCESS | 14 |
| Section 4 | REQUIRED SUBMITTALS | 15 |
| Section 5 | INDEMNIFICATION | 15 |
| Section 6 | INSURANCE | 16 |
| 1. | Minimum Limits of Insurance | 16 |
| 2. | Deductibles and Self-Insured Retentions | 16 |
| 3. | Other Insurance Provisions | 16 |
| Section 7 | ETHICAL BUSINESS PRACTICES | 17 |
| | APPLICATION FOR COURT ORDERED COUNSELING SERVICE PROVIDER LEON COUNTY, FLORIDA | 18 |
| | EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT | 21 |
| | INSURANCE CERTIFICATION FORM | 22 |

Section 1 INTRODUCTION

The Leon County Government, at the request of the Criminal Justice Coordinating Committee (CJCC), is seeking applications from qualified Service Providers (hereinafter "Providers") to deliver outcome-based, comprehensive, and consistent counseling services to defendant(s)/probationer(s) that have been court-ordered to substance abuse, mental health, and/or domestic violence counseling. From the applications, a list of diverse, qualified service providers will be established.

Approved qualified providers will remain on the active list for a period of three, one-year terms absent any proof that may result in disqualification. A provider shall notify the Officer of Intervention and Detention Alternatives Director within five (5) calendar days in the event of loss of license or certification, canceling six or more sessions in a six-month period, or criminal charges brought against provider or key personnel. The CJCC, or designated subcommittee, shall evaluate any such actions to consider disqualification and make a determination on a case by case basis.

Applications will be screened, and the CJCC, or a designated subcommittee, will consider and approve applications for those Providers that will deliver services in the most cost-effective manner to be placed on the Provider list. All Providers, including any current Providers, must apply and be approved before being placed on the Provider list. The CJCC subcommittee will meet with providers meeting the criteria to answer any follow-up questions. However, the Court reserves the right to utilize any service provider it deems in the best interest of the justice system. Applications for new providers wishing to be added to the Provider list will be available bi-annually in April and October and will go through the same review process. The CJCC and Leon County reserve the right to call for re-application, change the process, remove providers for due cause, or make other modifications to meet the needs of the justice system.

Providers may apply for one or more of the counseling service areas, however, a separate application packet as defined herein is required for each area of interest. The three counseling service areas are: substance abuse counseling; mental health counseling; and domestic violence counseling.

These services shall be designed to assist the Leon County Government to achieve a long-range goal of decreasing crime and criminal justice involvement.

Section 2 GENERAL INSTRUCTIONS

- A. The Application must be furnished to the Office of Intervention and Detention Alternatives no later than the last day of the month (April or October). While electronic copies are preferred, you may submit either an electronic or hard copy of your Application. Applications will be retained as property of the County.
 1. If submitting an electronic reply, the Application may be submitted via e-mail to HaneyC@leoncountyfl.gov or WashingtonA@leoncountyfl.gov.
 2. If submitting a hard copy reply, the Application must be clearly marked ORIGINAL on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual.
- B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- C. Equal Opportunity/Affirmative Action Requirements: The Applicant shall agree to a commitment to the

principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief. The contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein. In order to signify agreement and compliance, the Applicant shall complete and submit the attached Equal Opportunity Statement.

- D. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens as a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.
- E. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any license(s) required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the Application being determined as non-responsive.

- F. Indemnification: The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the services.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

- G. Insurance: Applicant shall include in the application packet certificates of insurance showing the general liability, professional liability, property or other insurance in force for the company or individual applying. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require additional insurance coverage(s) prior to a provider being qualified and to require complete, certified copies of all required insurance policies at any time.

H. Audits, Records, And Records Retention

The contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after 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 or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

I. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendation(s) regarding the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

Section 3 SCOPE OF SERVICES

The Leon County Government, at the request of the Criminal Justice Coordinating Committee (CJCC), is seeking applications from qualified Service Providers (hereinafter "Providers") to deliver outcome-based, comprehensive and consistent counseling services to defendant(s)/probationer(s) that have been court-ordered to substance abuse, mental health, and/or domestic violence counseling. The following sections detail the requirements of the Service Providers.

Each approved qualified Provider shall be responsible for providing literature describing the services provided to the County. The literature shall be distributed to the defendant(s)/probationer(s) by the Probation/Pretrial Officer. The literature shall provide a course description and any program information that serves to assist the defendant(s)/probationer(s) in making an informed decision.

A. SERVICE PROVIDER ADMINISTRATION

1. Request for Qualifications will occur every three (3) years. Providers wishing to remain on the list will be required to complete and submit a new application.
2. New service providers or those not meeting criteria for consideration on the initial list will have an opportunity to submit an application bi-annually (April 30 and October 31 submission deadlines). An application will be evaluated using the same standards provided in the Request for Qualifications (RFQ).
3. Leon County will not guarantee payments to Providers. Providers are solely responsible for fee collection.
4. Providers on the initial list will remain on the active list for a period of three (3) one (1) year terms absent any proof that results in disqualification. Additional providers will remain active for one (1) year terms through September 30, 2022, absent any proof that results in disqualification. A Provider shall notify the Officer of Intervention and Detention Alternatives Director within five (5) calendar days in the event of loss of license or certification, canceling six or more sessions in a six-month period, or criminal charges brought against the Provider or key personnel. The CJCC, or designated sub-committee, shall evaluate actions that may result in disqualification on a case-by-case basis.

B. PROVIDER SERVICE CATEGORIES

The following sections describe requirements for services to be provided, for example, legal and statutory requirements, objectives for counseling sessions, and counseling requirements. As previously mentioned, these services should be designed to assist the Leon County Government to achieve a long-range goal of decreasing crime and criminal justice involvement.

1) Anger Management

Court-ordered anger management classes are designed to be in a group counseling setting.

a. Legal and Statutory Requirements

None

b. Educational Objectives

- 1) Increase a defendant/probationer’s knowledge and use of anger management skills.
- 2) Ensure that curriculum provides opportunities for discussion, class interaction, homework, practical application, and practice.
- 3) Refer defendant(s)/probationer(s) to ancillary agencies on an as needed basis.

c. Curriculum Requirements (A copy of the curriculum shall be provided.)

At a minimum, the following topics must be covered:

- 1) What is anger?
- 2) Different types of anger
- 3) How to recognize anger
- 4) Events that trigger anger (what causes anger?)
- 5) Cues to anger (physical, behavioral, emotional, and cognitive cues)
- 6) Consequences of anger
- 7) How to monitor anger
- 8) How to manage anger
- 9) How to develop a personal development plan for anger management
- 10) How to execute a personal development plan for anger management

A copy of the curriculum shall be provided with the application.

d. Program Fees, Schedule, and Required Information

- 1) Defendant(s)/probationer(s) will pay up to a maximum of \$50 for the entire course. This would include a maximum of \$10 per each of five (5) weekly classes. Providers shall ensure the following:
 - a. Weekly classes are not suspended or cancelled for a period of more than one week without prior notification to defendant/probationer and a designee of Probation Division Administration.
 - b. Defendant(s)/probationer(s) are NOT permitted to attend more than one class per week.
 - c. Defendant(s)/probationer(s) are informed that once they have started classes, they cannot change providers without prior permission from the Probation/Pretrial Officer.
 - d. The Probation/Pretrial Officer is notified if a defendant/probationer misses two consecutive classes.
 - e. The Probation/Pretrial Officer is notified if they have

- knowledge of a defendant/probationer's intention to change providers.
- f. Basic information must be collected prior to a defendant/probationer beginning classes. This includes name of the defendant/probationer, SPN number, date of birth, race, gender, mailing address, name of Probation/Pretrial Officer, home phone, work phone, and cell phone.
 - g. Defendant/probationer shall have access to an installment plan during the course, for example, payment of \$10 before each class. However, a provider may negotiate other options if needed.

2) Victim Awareness Classes

Victim awareness classes are designed to be in a group counseling setting.

a. Legal and Statutory Requirements

None

b. Educational Objectives

- 1) Increase a defendant/probationer's knowledge about the consequences of irresponsible driving.
- 2) Assist a defendant/probationer with learning new approaches to changing those driving habits that may lead to collisions, injuries, and deaths.
- 3) Ensure that a curriculum provides opportunities for discussion and class interaction.
- 4) Refer defendant(s)/probationer(s) to ancillary agencies on an as needed basis.

c. Curriculum Requirements

- 1) The curriculum shall teach defendant(s)/probationer(s) how irresponsible driving, e.g. habitual traffic offenses and driving under the influence, negatively affects him or her and the community at large.
- 2) In addition, defendant(s)/probationer(s) will listen to and be provided an opportunity to ask questions of an individual that has experienced the death of a family member or close friend because of a collision and/or DUI. Classes shall provide opportunities for discussion and class interaction.
- 3) A copy of the curriculum shall be provided with an application.

d. Program Fees, Schedule, and Required Information

- 1) Provider shall charge defendant/probationer a fee of \$30 for a two (2) hour session.
- 2) Basic information must be collected prior to a defendant/probationer beginning classes. This includes name of the defendant/probationer, SPN number, date of birth, race, gender, mailing address, name of Probation/Pretrial Officer, home phone, work phone, and cell phone.

3) Victim Impact Panel

Victim Impact Panel course can be completed in a classroom setting or in a virtual/online setting.

a. Legal and Statutory Requirements

None

b. Educational Objectives

- 1) To increase a defendant/probationer's knowledge about the consequences of irresponsible driving.
- 2) Encourage the defendant/probationer with making better decisions through exposure to victim

stories

c. Curriculum Requirements

- 1) The curriculum shall teach defendant(s)/probationer(s) how irresponsible driving, e.g. habitual traffic offenses and driving under the influence, negatively affects him or her and the community at large
- 2) A copy of the curriculum shall be provided with an application.

d. Program Fees, Schedule, and Required Information

- 1) Classroom Setting: \$20
- 2) Virtual/Online: \$100
- 3) Basic information must be collected prior to a defendant/probationer beginning classes. This includes name of the defendant/probationer, SPN number, date of birth, race, gender, mailing address, name of Probation/Pretrial Officer, home phone, work phone, and cell phone.

4) Anti-Theft Classes

Anti-theft classes are designed to be in a group setting.

a. Legal and Statutory Requirements

None

b. Educational Objectives

- 1) Assist a defendant/probationer with learning strategies to prevent future occurrences of theft, e.g., shoplifting, petit theft, etc.
- 2) Ensure that curriculum provides opportunities to discussion, class interaction, practical application and practice.
- 3) Refer defendant(s)/probationer(s) to ancillary agencies on an as needed basis.

c. Curriculum Requirements

- 1) Classes shall provide opportunities for discussion, class interaction, practical application, and practice. The curriculum shall include the following topics: activities to demonstrate the consequences of theft, e.g., court fees, restitution, and a possible criminal record; the financial costs that theft has on retailers; and how theft negatively affects honest consumers.
- 2) A copy of the curriculum shall be provided with an application.

d. Program Fees, Schedule, and Required Information

- 1) Defendant/probationer(s) will pay up to a maximum of \$50 for the entire course. This would include a maximum of \$10 per each five (5) weekly classes. Providers shall ensure the following:
 - a. Weekly classes are not suspended for cancelled for a period of more than one week without prior notification to the defendant/probationer and the Office of Intervention and Detention Alternatives Director.
 - b. Defendant(s)/Probationers(s) are NOT permitted to attend more than one class per week.
 - c. Defendant(s)/probationer(s) are informed that once they have started the classes, they cannot change providers without prior permission from the supervising Probation/Pretrial Officer.
 - d. The Probation/Pretrial Officer is notified if a defendant/probationer misses two consecutive classes.
 - e. The Probation/Pretrial Officer is notified if the Provider has knowledge of a defendant/probationer's intention to change providers.

- f. Basic information must be collected prior to a defendant/probationer beginning classes. This includes defendant/probationer's name; SPN number; date of birth; race, gender; mailing address; name of supervising Probation/Pretrial Officer; home, work, and/or cell phone numbers.
- g. Defendant(s)/probationer(s) shall have access to an installment plan during the course, for example, payment of \$10 before each class. However, a provider may negotiate other options if needed.

5) Consequences of Writing Worthless Checks Classes

Consequences of Writing Worthless Checks are designed to be in a group setting.

a. Legal and Statutory Requirements

None

b. Educational Objectives

- 1) Assist defendant/probationer(s) with learning strategies to prevent future occurrences of writing worthless checks.
- 2) Ensure that classes provide opportunities for discussion, class interaction, practical application, and practice.
- 3) Refer defendant(s)/probationer(s) to ancillary agencies on an as needed basis.

c. Curriculum Requirements

A curriculum shall include the following:

- 1) Activities designed to demonstrate the consequences and penalties of writing or uttering a fraudulent check and the harmful influence of these acts on the accused and area business.
- 2) A copy of the curriculum shall be provided with an application.

d. Program Fees, Schedule, and Required Information

- 1) Defendant(s)/probationer(s) will pay \$70 for one (1) eight hour or two (2) four-hour classes.
- 2) Certain basic information must be collected prior to the defendant/probationer beginning classes. This includes the defendant/probationer's name; SPN number; date of birth; race; gender; mailing address; supervising Probation/Pretrial Officer; home, work, and/or cell phone numbers.

6) Batterer's Intervention Classes

a. Legal and Statutory Requirements

Providers of these classes must adhere to Florida Statute 741.325. The program shall be at least 29 weeks in length and include 24 weekly sessions, plus appropriate intake, assessment, and orientation programming.

b. Educational Objectives

Refer defendant(s)/probationer(s) to ancillary agencies on an as needed basis.

c. Curriculum Requirements

A copy of the curriculum shall be provided within an application.

d. Program Fees, Schedule, and Required Information

- 1) Defendant(s)/probationer(s) will pay a maximum of \$320 for the entire course. Providers shall ensure the following:
 - a) Weekly cases are not suspended or cancelled for a period of more than one week without prior notification to defendant/probationer and the Director of the Office of Intervention and Detention Alternatives.
 - b) Defendant(s)/probationer(s) are NOT permitted to attend more than one class per week.
 - c) Defendant/probationer(s) are informed that once they have started classes, they cannot change providers without prior permission from the supervising Probation/Pretrial Officer.
 - d) The Probation/Pretrial Officer is notified if a defendant/probationer misses two consecutive classes.
 - e) The Probation/Pretrial Officer is notified if the Provider has knowledge of a defendant/probationer's intention to change providers.
 - f) Although a provider may elect not to charge an assessment fee, certain basic information must be collected prior to a defendant/probationer beginning classes. This includes the defendant/probationer's name; SPN number; date of birth; race; gender; mailing address; name of Probation/Pretrial Officer; home, work, and cell phone numbers.
 - g) Defendant(s)/probationer(s) shall have access to an installment plan during the course, for example, payment of \$10 before each class. However, a provider may negotiate other options if needed.

7) Driving Under the Influence (DUI) Class

a. Legal and Statutory Requirements

Providers of DUI classes must adhere to requirements noted in Florida Statute 322 and Florida Administrative Code (F.A.C.) 15A-10.

b. Educational/Counseling Objectives

- 1) Instruct defendant(s)/probationer(s) on requirements noted in F.A.C. 15A-10.24 (Level 1) and F.A.C. 15A-10.025 (Level 2).
- 2) Refer defendant(s)/probationer(s) to ancillary agencies on an as needed basis.

c. Curriculum/Counseling Requirements

- 1) The program curriculum shall consist of the requirements noted in F.A.C. 15A-10.24 (Level 1) and F.A.C. 15A-10.025 (Level 2).
- 2) A copy of the curriculum shall be provided with the application.

d. Program Fees, Schedule, and Required Information

- 1) Provider shall charge defendant(s)/probationer(s) as dictated by the Florida Department of Safety and Motor Vehicles pursuant to Florida Statute Chapter 322.
- 2) Basic information must also be collected prior to a defendant/probationer beginning classes. This includes defendant/probationer's name; SPN number; date of birth; race; gender; mailing address; name of Probation/Pretrial Officer; home, work, and/or cell phone numbers.

8) Vehicle Immobilization Services

a. Legal and Statutory Requirements

Providers of vehicle immobilization services must adhere to requirements of Florida Statute 316.193(13).

b. Service Provider/Agency Requirements

- 1) Agency has a least three years of verifiable experience in immobilizing vehicles.
- 2) Agency maintain accurate and complete records of all payments for immobilization services, copies of all documents pertaining to the court's order of impoundment or immobilization for at least three years.
- 3) Employees that immobilize vehicles have never been convicted of any felony or of driving or boating under the influence of alcohol or controlled substances.
- 4) Agency can only immobilize vehicle(s) that are registered in the owner's name or was the vehicle involved in the commissions of the DUI.

c. Objectives

- 1) Show proof that the defendant/probationer's vehicle was immobilized for the period stipulated in the court order to the supervising Probation/Pretrial Officer.

d. Curriculum/Counseling Requirements

None

e. Program Fees and Schedule

- 1) \$125 for 10 days if vendor immobilizes vehicle at the defendant/probationer's location.
- 2) \$90 for 10 days if vendor immobilizes vehicle at vendor's location.
- 3) Provider and the individual under court supervision shall negotiate extra charges in those instances where vehicle immobilization occurs beyond the Capital Circle perimeter. Fees for vehicle immobilization outside the Capital Circle perimeter will be negotiated on an individual basis.
- 4) Defendant/probationer(s) are required to make payment only when a vehicle is immobilized per the court's order.

C. CRITERIA FOR CLASSES

- a. Classes shall be held in Leon County. Physical location of classes must be accessible to public transportation.
- b. To the extent possible, classes should be scheduled during daytime, evening, and weekend hours, as needed. A facilitator must be present during all classes.
- c. Providers shall maintain individual files on each defendant/probationer and retain files for a minimum of five (5) years from date of program completion. A defendant/probationer's record shall consist of defendant/probationer's name; SPN number; name of probation officer or pretrial release specialist; dates defendant/probationer attended classes; defendant/probationer's completion date; and verification of a defendant/probationer's completion, for example, certificate of completion or other documentation.
- d. Providers shall ensure the following:
 - i. Weekly classes are not suspended or cancelled for a period of more than one week without prior notification to the defendant/probationer(s) and the Office of Intervention and Detention Alternatives Director.
 - ii. Defendant(s)/probationer(s) are not permitted to attend more than one class per week.

- iii. Defendant(s)/probationer(s) are informed that once they have started classes, they cannot change providers without prior permission from the Probation Officer.
 - iv. The Probation/Pretrial Officer is notified if a defendant/probationer misses two consecutive classes.
 - v. The Probation/Pretrial Officer is notified if the Provider has knowledge of a defendant/probationer's intention to change providers.
- e. The program curriculum shall not include content that includes faith-based ideology associated with a religion or denomination.

D. RECORDS AND REPORTING

The following is required to assist the Probation/Pretrial Officer with monitoring the defendant/probationer's adherence to his or her court-ordered conditions.

1. Providers shall maintain individual files on each defendant/probationer and retain files for a minimum of five (5) years from date of program completion. A defendant/probationer's record shall consist of defendant/probationer's name; SPN number; name of Probation/Pretrial Officer; dates the defendant/probationer attended counseling sessions; defendant/probationer's completion date, and verification of a defendant/probationer's completion, e.g., certificate of completion or other documentation.
2. Defendant(s)/probationer(s) who successfully complete the sessions shall be provided with a Certificate of Completion at the last session. In addition, a copy of a Certificate of Completion shall be mailed to the defendant/probationer's Probation/Pretrial Officer within five (5) business days of program completion.
3. Provider shall submit timely written notice to a defendant/probationer's Probation/Pretrial Officer when he/she is unsuccessful in completing counseling sessions or is discharged from the program. The reason(s) for discharge must be included in the written notice which shall be sent within five (5) business days of the determination of unsuccessful program completion or discharge. The Probation/Pretrial Officer will communicate with the provider regarding the defendant(s)/probationer(s) that change.
4. Provider shall submit timely written notice to a defendant/probationer's Probation/Pretrial Officer in those instances where a defendant/probationer may need a referral to another community resource, for example, Alcohol Anonymous, Narcotics Anonymous, Batterer's Intervention, or anger management program(s). The written notice shall include the counselor's justification for the referral.
5. Intervention and Detention Alternatives, CJCC, and the other assigned personnel shall have the opportunity to observe classes after coordinating such observation with the Provider.
6. Provider shall submit an Annual Report to the Office of Intervention and Detention Alternatives Director no later than January 31st for the preceding calendar year. The report shall list all defendant(s)/probationer(s) that participated in court-ordered classes by the Provider during the period of January 1 through December 31. The listing will include each defendant/probationer's name, SPN number, and whether he or she is successfully completed classes. In addition, the report must provide a listing of defendant(s)/probationer(s) that were unsuccessful in completing classes or discharged from the program. The reason(s) for discharge must be included. Providers must also disclose total fees charged and paid by each defendant/probationer. This document shall be submitted electronically no later than January 31st to the Director of Office of Intervention and Detention Alternatives.
7. A provider shall report any changes in the agency's instructors, mailing address, physical location of classes, telephone number(s), fax number(s), and/or e-mail address(es) to the Office of Intervention and Detention Alternatives Director as soon as possible but no more than 10 days after the change(s).

8. If the Court determines a need for witness testimony, this service shall be performed as a part of the services under this proposal and no compensation shall be granted.
9. Provider shall report any drug test results to the Probation/Pretrial Officer.
10. All providers will be required to enroll and participate in the SPIRIT web-based referral program at no cost. Training will be provided.
11. All Providers will be required to attend mandatory bi-annual meetings in March and September with members of the review committee. A minimum of 30 days prior written notification of the meeting date, time and location will be provided.

E. REVIEW CRITERIA

In reviewing each application for qualifications, the Committee will consider, by way of illustration and not limitation, the following criteria.

1. The Applicant and appropriate staff possess valid, current and appropriate Florida licensure.
2. During the past five years, the Applicant has not had a contract terminated for cause.
3. The Applicant or any owner, officer, director, or service provider, thereof has not had a criminal conviction within the past ten (10) years of crimes related to substance abuse, violence, domestic violence, theft or a violation of Florida ethics laws or any substantially similar laws of federal, state or local governments.
4. The Applicant or any owner, officer, director, or service provider, thereof is not currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government.
5. The Applicant's required prior experience shall commensurate with the scope of work as stated herein.
6. The Applicant's staff performing the services shall have work experience that is commensurate with the requested services.
7. Providers shall supply their mailing address, physical address of classes, telephone number of primary contact person, FAX number, email address of primary contact person, Federal Identification Tax Number (FEIN), and name(s) of instructor(s).

F. APPLICATION REVIEW PROCESS

Application(s) will be reviewed in accordance with the criteria listed herein. Any of the established criteria noted above not met shall be sufficient cause to deny qualification to an Applicant for the counseling services.

1. Competency of Respondent: No pre-qualification status will be awarded to any person, firm, or corporation that is arrears or default with Leon County Government upon any debt or contract, or that is a defaulter upon any obligation to the County, or has failed to perform faithfully on any previous contract with the County.
2. Qualifications Review Committee: A Qualification Review Committee will review responses, in accordance with the evaluation criteria and submit its recommendation to the CJCC Administrator, who in turn will review and make a final determination of those respondents meeting the criteria to be placed on the Qualified Providers List.
3. Prior to the issuance of a written determination to deny pre-qualifications the Committee will notify the Applicant in writing of the results of the review and disclose the basis thereof. Within five (5) business days after receipt of the County's notice concerning pre-qualifications, the Applicant may submit additional or rebuttal information relative to deficiencies stated in the County's written notice.

4. If a final determination is made to deny qualification, the Applicant may, within five (5) days after notification of such determination, notify the County in writing and appeal such determination to the Leon County Procurement Appeals Board. The County's determination may be reversed by the Procurement Appeals Board only if the Applicant establishes that the determination was arbitrary or capricious or not in accordance with the policies, procedures, and laws of Leon County, Florida and the State of Florida. In the event that the County's determination is reversed by the Procurement Appeals Board, the sole relief will be the declaration that the Applicant is qualified to be placed on the Approved Provider's List.

Section 4 REQUIRED SUBMITTALS

All submittals shall contain the following elements, clearly divided into the lettered sections and presented in the order given. Only responses that comply will be considered to comprise a COMPLETE response to this application.

Tab A

1. Completed Application for Court-Ordered Counseling Service Provider
2. Cover letter, if desired by Respondent

Tab B

1. Completed Questionnaire for Service Provider and all items requested therein. A SEPARATE questionnaire is required for each counseling category for which the Provider is applying.

Tab C

1. Completed W-9 Form (Attachment A): A current W-9 Form must be completed, signed, and submitted with this response.

Tab D

1. Complete and submit the following included forms: Equal Opportunity/Affirmative Action Statement; Insurance Certification Form; Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws.

Applications may be deemed non-responsive and not be further considered for failing to submit a response and/or documentation that addresses each and every paragraph cited in the application materials. The County does not desire to receive marketing materials or items not requested within this document as a part of an applicant's submission. Information submitted beyond the requirements of the Application will not be considered.

Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Responses are to be submitted bound by binder clips ONLY. No manner of plastic, comb or wire bindings or staples are acceptable.

Section 5 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers, and employees from and against all liabilities, damages, losses, and costs including but not limited to reasonable attorney's fees to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the services.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient

consideration for the Contractor's indemnification of the County, its officials, officers, and employees.

Section 6 INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Respondent procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or general aggregate limit shall be twice the required occurrence limit.
- B. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. *Waiver of Subrogation in lieu of Additional Insured is required.*
- C. Professional Liability Insurance, including errors and omissions for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000) Dollars per occurrence.

2. Deductibles and Self-Insured Retentions

Any deductibles of self-insured retentions must be declared to and approved by the County. At the option of the County either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payments of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability (County is to be named as Additional Insured)

1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the County, its

officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damages against the County.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of the Contractor.

B. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits after thirty (30) days without prior written notice by certified mail, return receipt requested, has been given to the County.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

D. Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies any time.

Section 7 ETHICAL BUSINESS PRACTICES

1. Gratuities

It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

2. Kickbacks

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

3. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. As its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

**APPLICATION FOR COURT ORDERED COUNSELING SERVICE PROVIDER LEON
COUNTY, FLORIDA**

All materials submitted shall be original (no copies). All required attachments and any additional information requested in this application must be attached to each response submitted.

Applicant Name: _____

StreetAddress: _____

City,StateZip: _____

MailingAddress(if different): _____

City,StateZip: _____

DISCLAIMER

By signing below and submitting this Application, the above named Applicant for Counseling Services for Leon County, Florida, absolves all rights to appeal a determination deemed “not qualified or non-responsive” if the Application for Counseling Services is either in complete or not received timely on the due date posted for the pre-qualification process.

APPLICANT ACKNOWLEDGMENTS

Applicant agrees that once qualified, all criteria and requirements contained herein shall be maintained by the Applicant throughout the time that Applicant is on the Provider List. All materials submitted by the Applicant shall become the property of the County and will not be returned. By submitting an application, the Applicant agrees that the County may research and/or verify information provided and contact any applicable entities or persons associated with such information.

Signature*: _____

Printed or Typed Name and Title: _____

- * An authorized signature must be submitted. Those authorized to sign are as follows: If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign. If a limited partnership, a general partner must sign.
- If a limited liability company, a “member” may sign, or “manager” must sign if so specified by the articles of incorporation.
- If a general corporation, the CEO, President, or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing that individual to sign must be submitted with the Application.

PRINCIPAL CONTACT

PrincipalContact'sName: _____

Title: _____

StreetAddress: _____

City,StateZip: _____

MailingAddress(if different): _____

City,StateZip: _____

Telephone: _____ Fax: _____

E-mail address: _____

CompanyWebsiteAddress: _____

ORGANIZATION

1. BusinessType(selectone):

- Corporation SoleProprietor Partnership
 Joint Venture Other(indicate)_____

The Applicant may attach additional information deemed appropriate to respond.

2. Federal Tax ID No. (FEIN): _____

3. How many years has your organization been in business offering counseling services? _____

4. How many years has your organization been in business under its present business name? _____

5. Under what other former names has your organization operated?

6. If your organization is a corporation, please indicate:

Date of incorporation _____

State of incorporation _____

President's name: _____

Vice President's name(s):

Secretary's name: _____

Treasurer's name: _____

7. If your organization is a partnership, please indicate:

Type of partnership: _____

Date of organization: _____

Name(s) of general partners: _____

8. If your organization is a sole proprietorship, please indicate:

Date of organization: _____

Name of owner: _____

9. If the form of your organization is other than those listed above, describe it and name the principals:

10. Is the Applicant related to another firm as a parent, subsidiary or affiliate?
If yes, give the name and addresses of all affiliated parent and/or subsidiary companies.
Indicate the relationship of each to your organization. Yes No
11. Judgment. Has the Applicant or any officer, director owner, or qualifying agent thereof had any judgments entered against him/her within the past ten years for breach of contracts? If yes, provide details on any such judgment. Yes No
12. During the past five years has the Applicant had a contract terminated for cause? If yes, provide details of such instance. Yes No
13. During the past 5 years has the Applicant had a paid claim against a business insurance policy? If yes, provide details of such instance. Yes No
14. Convictions. Has the Applicant or any owner, officer, director, or service provider thereof had a criminal conviction within the past ten (10) years of crimes related to substance abuse, violence, domestic violence, theft or a violation of Florida ethics laws or any substantially similar laws of federal, state or local governments. Yes No
15. Debarment. Is the Applicant or any officer, director, owner, or qualifying thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the federal government? If yes, provide details. Yes No

QUESTIONNAIRE FOR COUNSELING SERVICE PROVIDERS

Providename: _____

Please note that a **separate** questionnaire is required for each category for which the Provider is applying (an application may have one, two or three questionnaires).

Please check which category to which this questionnaire applies:

- Mental Health Domestic Violence Substance Abuse
-

Please prepare your response to each item below on a separate page(s) but each item response must not exceed two word processed pages with one inch margins, single space, Times Roman format, and point 10 font size (except Section F which may use as much space as necessary).

A. DESCRIPTION OF HOW OBJECTIVES WILL BE MET

In this section, you are to list your objectives and describe how each objective will be met.

B. HOW COUNSELING SESSIONS ARE STRUCTURED

Please describe how counseling sessions are structured. This includes how they are conducted, frequency, length and time of sessions; number of participants; methods and techniques used; etc.

C. DEFENDANT/PROBATIONER'S BEHAVIOR MODIFICATION

Please describe how counseling sessions are expected to affect a defendant/probationer's behavior upon completion. How do you measure these outcomes?

D. MAINTENANCE OF DEFENDANT/PROBATIONER(S)/PROBATIONER(S)' RECORDS

Describe procedures for retaining defendant/probationer(s)/probationer(s)' records of participation as described in **Section III D**.

F. LOCATION AND DESCRIPTION OF FACILITY(IES)

Please provide the physical address(es) of the facilities where counseling sessions will be held and give a general description of the facilities. Address availability of parking (and fees, if any) and accessibility to public transportation.

G. BACKGROUND AND EXPERIENCE

1. Providers shall provide a brief history of the firm, average number of employees over the past five years, present size of the firm, nature of services offered, and breakdown of staff by discipline.

2. Please provide appropriate licensure/credential of firm as required by the State of Florida and/or appropriate local governments.
3. Please provide brief resume of each person that will be involved in leading a counseling session and proof of appropriate licensure/credentials.

H. FEE SCHEDULE

Provide a schedule of all applicable fees for program participants. Fees may only be adjusted on an annual basis upon the written approval of the CJCC.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

Is/are the insurer(s) to be used for all required insurance (except Workers Compensation) listed by Best with a rating of no less than A: VII?

YES NO

Commercial General Indicate Best Rating: _____
Liability: Indicate Best Financial Classification: _____

Business Auto: Indicate Best Rating: _____
 Indicate Best Financial Classification: _____

Professional Liability: Indicate Best Rating: _____
 Indicate Best Financial Classification: _____

A. Is the insurer to be used for Workers= Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

If answer is NO, provide name and address of insurer:

B. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

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

Personally _____ known

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of _____

My commission expires: _____

(Type _____ of _____
identification)

Printed, typed, or stamped commissioned name of notary

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.